

Terms and Conditions

New for 2009! - All prices are listed as NET and will have applicable discounts built into the price. There will no longer be a volume discount based on the amount of your total order. This will allow us to offer you a more competitive price on the larger quantities that you order and will also make it easier for you to understand your cost per line item.

We do NOT have a minimum order requirement and all orders are appreciated and shipped the same day received.

We do not have a minimum order requirement and all orders are appreciated and shipped the same day received. Due to the increased costs of order processing and shipping by United Parcel Service and the U.S. Mail, the minimum shipping charge is \$7.80.

Shipping—All seeds are shipped FOB, Chicago IL Regular shipping charges will apply DELIVERY IS LIMITED TO NORTH AMERICA. PLEASE CONSULT ONE OF OUR CUSTOMER SERVICE AGENTS. ALL CHARGES FOR SHIPMENTS OUTSIDE OF THE UNITED STATES WILL BE BILLED AT COST TO THE CUSTOMER, PLUS ANY CUSTOMS/DECLARATION FEES.

APPROXIMATE EXPRESS DELIVERY COST

(Price will be based on actual shipping cost).

	2nd Day Air	Next Day Air Saver (3 pm)
1-2 Lbs.	\$16.40	\$33.20
3-6 Lbs.	\$26.05	\$43.60
7-10 Lbs.	\$37.55	\$56.00

In order to make scheduled pick-up times for Express and Airmail carriers, your orders should be placed by 1:00 p.m. C.S.T. in order to be filled and shipped that same day. All prices are quoted in U.S. Dollars and all shipments outside of the continental United States must be paid for in advance of shipping date with your cashiers check or credit card.

Please be specific on dates that you would like to have seed arrive if you will be closed or on vacation. We want to follow your instructions and not cause any inconveniences or delays.

Supplies, plastic tags, accessories and plants are priced net and are F.O.B. shipping point.

Net prices listed are based upon your check with order, credit card, or customers with approved credit and payment within 20 days.

Orders from new customers—If merchandise is needed at once, cash remittance should accompany order; otherwise, bank and trade references should be furnished. Orders should be signed with an individual's name in writing.

Charge Cards—We will be happy to process your order and charge it to your VISA, MASTERCARD, AMERICAN EXPRESS or DISCOVER account.

C.O.D.—We request you send us 50% advance deposit for all C.O.D. shipments. United Parcel fee for C.O.D. is \$9.50.

Claims—All claims must be made within 24 hours of delivery. Please contact our customer service dept. immediately if you have a problem.

Return of Merchandise—Please inform us of the situation before returning any merchandise. We will promptly advise you of method to ship and proper destination. Please keep in mind that our re-stocking charge is 25-50%, depending on items. Do not return any merchandise without our prior permission.

No returns—except for an error on our part in filling, billing or processing your order.

All invoices are due and payable 30 days after invoice date. Past due accounts are subject to a 2% per month late charge (24% annual rate). All discounts and special pricing are contingent upon payment terms, We reserve the right to rescind any and all discounts on delinquent accounts. Applicable collection charges will be added to outstanding balances if it is necessary for account to be turned over for collection. A service charge of \$35.00 will be made for any check that does not clear through your bank. (Not Sufficient Funds, etc.)

Condition of Sale—In lieu of all other warranties, expressed or implied, and liability for possible negligence, Germania Seed Co., Inc., warrants to the extent of the purchase price that the seeds,

plants, supplies or accessories sold are as described by us on our container within recognized tolerances. We expressly disclaim any warranty of merchantability or of fitness for a particular purpose. Under all circumstances and regardless of whether the claim is based upon contract, negligence, mistake, omission or otherwise, and regardless of the extent of the loss, our liability is limited to the purchase price. As a condition of such liability, we must receive notice by registered mail within 30 days after any defect becomes apparent.

Confirmations—Confirmation of orders are sent upon request or when future deliveries will be made.

Prices—Due to constant market fluctuations, all prices in this catalog are subject to change without notice. ALL PRICES ARE QUOTED IN NET U.S. DOLLARS AND ARE NOT ELIGIBLE FOR ADDITIONAL DISCOUNTS. ALL INVOICES ARE PAYABLE IN U.S. FUNDS.

Shortages and Delays—All items are offered subject to Crop failures or shortages. We cannot be responsible for loss caused by delays in delivery from strikes, fire, casualty or any other causes beyond our control.

It is our intent to inform our customers of shortages, advance bookings, applicable early order discounts, surplus inventory, etc., We will eliminate your name upon your request by either email, fax, or telephone In the event this has not been effective, please directly contact Corky Kane at Germania Seed Co, at 800-380-4721 ext: 808.

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