

# CONDITIONS OF SALE

## ORNAMENTAL AND EDIBLE PLANT SEEDS (VEGETABLES, HERBS, SPROUTS, MICROGREENS, ETC.)

## INERT PRODUCTS (TAGS AND ACCESSORIES)

### PRICE

We make every effort to guarantee the lowest possible prices. However, certain uncontrollable situations may cause us to change prices during the year. We also reserve the right to rectify prices in the case of an imprinting error or other. Prices for ornamental seeds and inert products (tags and accessories) are effective until June 30, of each year. For edible plant seeds prices are valid until October 30 of each year.

### AVAILABILITY (Back orders)

This situation can arise when products are not received from our suppliers. When this problem occurs, we clearly indicate, on your bill, the product that will follow later and will ship them as soon as possible.

### CROP FAILURES AND SUBSTITUTIONS

When taking delivery of your order, it may be possible that we could not supply a given product due to an insufficient harvest or because the product is already "out of stock." In these cases, we will replace the unavailable variety with a similar or upgraded product. If you do not accept substitutes, please clearly indicate it on the order form.

### ORDER ACKNOWLEDGEMENT (Confirmation)

For each booking order, an acknowledgement will be sent by email. If you do not receive this acknowledgement, or if you notice any error in the document, quickly notify our Customer Service.

### METHODS OF PAYMENT

We accept cash, Interac, cheque or Visa and MasterCard for orders that are less than \$5,000. To facilitate your transactions, you can prefer to open an account. For more information on this subject, please contact your sales representative.

### INTEREST ON PAST DUE ACCOUNTS

A monthly 2% interest fee will be applied to any amounts past due on the requested payment date indicated on the invoice.

### REIMBURSEMENT POLICY (Seeds and inert products)

We will reimburse or credit returned goods only with proof of purchase and within 10 days following the purchase. No reimbursement or credit will be given after 10 days of the purchase unless exceptional circumstances return fees of 15% of the value of the goods, will then be applied. Seeds must be returned sealed, in their original packaging accompanied by the purchase order or invoice. Transportation costs for the return will be at the customer's expense. Custom seeds order and primed seeds, due to the short shelf span, cannot be returned.

## **OUR WARRANTY**

NORSECO S.E.C. guarantees that our seeds follow the regulations of the Provincial and Federal laws in effect.

NORSECO S.E.C. makes no other representation, guarantee or condition, explicit or implied, of any nature whatsoever, on the seed, the subsequent crop or the absence of disease in the seed.

If a human mistake is made during packaging, NORSECO S.E.C. can be held responsible for the value of the invoice or payment made by the buyer. In this case, the buyer has a delay of 30 days to send a registered letter to Norseco. By accepting the seed, the buyer acknowledges that the limited warranty described above is an agreement of sale between NORSECO S.E.C. and the buyer.

**NORSECO S.E.C. will not be held responsible for the loss of the product, loss of revenue or any other peculiar, accessory or indirect damage.**

## **SHIPPING COSTS (costs are subject to change without notice)**

### **Seeds**

Shipping is free of charge for orders over \$100 from Quebec, Ontario, and the Atlantic Provinces. For orders less than \$99.99, shipping and handling fees of \$15 will be added.

**Sprouts and microgreens:** a shipping surcharge of \$30.00 is added to 25 kg formats.

Shipping at your expense (FOB Laval) for other regions. Please call customer service for a quote.

### **Other products (tags and accessories)**

Expeditions are at your expense (FOB Laval). We will choose the most appropriate transportation service. Upon request, we can ship your order by the service of your choice; the cost will be your responsibility.

## **APPLICABLE'S TAXES**

Taxes are applicable in all products in this catalogue based on the following rates: Alberta GST 5% British Columbia GST 5% Manitoba GST 5% New Brunswick HST 15% Newfoundland and Labrador HST 15% Northwest Territories GST 5% Nova Scotia HST 15% Nunavut GST 5% Ontario HST 13% Prince Edward Island HST 15% Quebec GST + QST 5%+9,975% Saskatchewan GST 5% Yukon GST 5%.

Commercial sizes of vegetable seeds are free of taxes for quantities below.

- Peas, bean and corn – more than 5 kg or, more than 25,000 seeds.
- Others – more than 125 g or, 2,500 seeds.