

CONDITION OF SALES

PLANTS (UNROTTED CUTTINGS, ROTTED CUTTINGS, BARE ROOTS, [PERENNIALS], BULBS AND PLUGS)

REGISTERED TRADEMARKS (Proven Winners, Surfinia, etc.)

Tags carrying the official logo of the trademark are given with some young plant and must accompany the finished product at the point of sale. Propagation of plants protected under Canadian Plant Breeder's Rights Legislation is FORBIDDEN. And illegal use of trademarks may be liable to legal action.

ORDER ACKNOWLEDGMENT (Confirmation)

For each order booking, an acknowledgment will be sent by email. If you do not receive this acknowledgment or if you notice an error or discrepancy, please advise our customer service as soon as possible so that the situation may be rectified.

WARRANTY ON PLANTS

We want to assure you of the best after sales service. If you are not pleased with the cuttings or plants that you receive from us (stunted growth, insects, and diseases) you have the possibility, **within two (2) days following delivery, to call NORSECO at 800 561-9693 or send a picture by email at order@norseco.com** and we will authorize the return or exchange of the product. You must keep the products in their original packaging. No credit will be authorized if the complaint is received more than forty-eight (48) hours following delivery or if the product has been transplanted. Make sure you inspect your plants as soon as they arrive and advise us immediately of any abnormalities.

NORSECO and the PROPAGATOR are in no way responsible for diseases that may appear at the GROWERS' premises during the production cycle.

SHIPPING

Plants: F.O.B. production facilities. Transport fees will apply.

Pickup (**grower facility**): Possible, if specified at the time of order. No fees will be charged.

Pickup (**Laval**): Possible, if specified at the time of order. A small fee will be charged.

Pickup (**Lévis**): Possible, if specified at the time of order. A small fee will be charged.

Please contact our office for more details on fees and dates.

REFUND POLICY

Our plants are shipped in good condition and by heated transport. When you receive them, it is your responsibility to open the boxes and to check to see if there are any damages from cold or rot. If this is the case, indicate it while the driver is present by putting an **"X frozen boxes"** or **"X damaged boxes"** along with your signature on the shipping bill and advise us as soon as possible. Also, send us a copy of the shipping bill. If you wish, we will do all we can to replace the products at your expenses and take the necessary steps to ensure that you are reimbursed by the transport company. If you sign without any comments, you acknowledge that the merchandise was received in good condition. A claim for poor rooting must be received before June 1st (perennials only). For a colour or variety error, claim as to be received before September 1st (perennials only). Claims won't be processed if no **explanatory picture** is included. Please send all your claims by emails with pictures at order@norseco.com.

INCOMPLETE ORDER (BACK ORDER)

All back-order products on a plant order will be automatically cancelled.

CROP FAILURES, SUBSTITUTIONS

All orders are subject to the quality of harvesting and other situations out of our control. In case of crop failure or shortage, we will substitute the variety with one of equal or greater performance. If you do not accept substitutes, please notify us by making a note on the order form.

PRICES (CAN CANADIAN DOLLAR \$)

We ensure the lowest possible prices. However, certain situations beyond our control may force us to change some prices during the year. We also reserve the right to rectify prices if a printing error has occurred. Prices in this price list are valid until June 30 of each year.

ORDER CANCELLATION

Custom order cannot be cancelled. Booking orders can be cancelled only 2 (two) months before the delivery date.

Perennials order cannot be modified or cancel after November 1.

METHODS OF PAYMENT

For more flexibility

We accept cash, cheque, Visa and MasterCard (less than \$5000 for a credit card payment). To facilitate your transactions, you can also open an account (for \$1000 and more annual sales) with us.

If no account is open with us, all plants orders must be paid at least 8 weeks prior to delivery. For more information on this subject, please contact customer service at 800 561-9393.

PAST DUE ACCOUNTS

An interest of 2% per month will be charged on all amounts not paid by the due date specified on the invoice.

FOR ALL THE PRODUCTS SOLD BY NORSECO:

The BUYER's sole and exclusive remedy shall be the refund of the purchase price. In no event shall NORSECO S.E.C. be liable for the loss of products, profit or any other peculiar, incidental, or consequential damages. By accepting the product, the buyer acknowledges that the limited warranty described above is an agreement of sale between NORSECO S.E.C. and the buyer.

If this limited guarantee is not acceptable for the buyer as a condition of the sale, the buyer must not proceed in purchasing any plants.

APPLICABLE'S TAXES

Taxes are applicable 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%.