Terms and Conditions

UPS / FED EX
We generally recommend UPS / Fed Ex deliveries as the best method for shipping, providing these requirements can be met: all UPS / Fed Ex shipments require a street address and a zip code. Please do not ask us to ship UPS / Fed Ex unless these requirements are met.

Hazardous materials can not be shipped UPS / FEDEX / USPS
There is a $26.00 charge per package for all C.O.D deliveries by UPS / Fed Ex. We suggest paying by credit card to alleviate this. UPS / Fed Ex has a fuel surcharge into their freight rates that will fluctuate monthly based on current fuel cost. All orders will have a $15.00 charge for packaging and handling. There is an additional handling fee of $25.00 for all packages not in a box or 48 inches along it's longest side, and 30 inches along its second longest side, or has an actual weight of 70 pounds or greater. **Any refused C.O.D deliveries will incur a 25% restocking charge.**

UPS / FED Ex- Damaged Shipments
If you see that a shipment is damaged upon receipt from UPS / Fed Ex, refuse shipment. UPS / Fed Ex will return the shipment to us, and we will file the claim and send a new shipment to you. If after opening the package you find concealed damage, call us at once. We will instruct UPS / Fed Ex to pick up the package and return it to us for a claim. We will reship your order.

C.O.D. Shipment
Will be made to all accounts with a balance over 60 days.

Payments
We accept Cash, Check, or the following major Credit Cards: American Express, Visa, MasterCard, and Discover. No additional discounts allowed on credit card payments. Credit cards taken after the initial purchase will require a signed form stating that purchaser agrees to a 2% processing fee, charged by Griffin Greenhouse Supplies, Inc. and will be charged with the balance being paid.

Offerings
Listed are made subject to being available. We will not be held responsible for delays in shipment caused by conditions beyond our control. Applicable substitutes will be made when necessary.

Terms
Are net 30 days unless otherwise stated. A 1½% per month service charge is added on all overdue accounts. This is an 18% annual charge. Terms are COD where credit has not been established. Returned checks will be assessed a $20.00 fee. Delayed Payment Plan (dating) will only be extended to accounts with a satisfactory payment record.

Direct Shipment Deposits
All material that is shipped Direct from the manufacturer to the customer will require a 30% deposit before the order can be placed with the manufacturer. Depending on the size or complexity of the order you will be required to sign off on a bill of lading to ensure the accuracy and condition of the order.

Returns
No merchandise may be returned without authorization from our office. Merchandise must be returned within 60 days of purchase. Invoice number and date of purchase is required for any/all returns. A restocking charge of 20% is charged on all returns unless merchandise is defective. **ITEMS THAT ARE SPECIAL ORDERED, MADE TO CUSTOMER SPECIFICATIONS, NON-INVENTORY OR NON-STOCK ITEMS, CANNOT BE RETURNED FOR ANY CREDIT DUE TO THEIR SPECIAL NATURE.**

Chemical Shipping
No chemicals will be left without a customer signature. All restricted use products must be accepted and signed for by the license holder only, which is enforced by state law.

Sales Tax
Appropriate state tax will be charged based on location of delivery. All items will be charged sales tax unless we have your tax exempt number on file. In compliance with the law, we must charge the tax on all items, which the state designates as taxable even though you have provided us with your sales tax number. If any items purchased are for company use please notify us so the appropriate tax can be charged.

Recommendations
Made by us are compiled from recognized horticultural sources. We are not responsible for damage or failure due to recommendations given by Griffin Greenhouse Supplies, Inc.

Notice to Purchaser
The following is made in lieu of all warranties expressed or implied. Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct or consequential, arising out of the use or the inability to use the product. Before using, user shall determine the suitability of the product for his intended use, and user assumes all risk and liability whatsoever in connection therewith. The foregoing may not be changed except by an agreement signed by officers of seller and manufacturer. All terms and conditions listed are subject to change.

Motor Freight Shipments
In order to provide you with the best service possible all deliveries made must be signed for, which will ensure the right product and quantities are received. All pallets are wrapped with black wrap and taped to ensure your order arrives complete. If your pallet is tampered with, please sign the bill of lading **"1 pallet received, tape and wrap has been broken."** Any shortages or missed shipments must be noted upon receipt of your delivery, so please try to be available on delivery date.

All orders for delivery must be placed 24 hours, or 2 working days, prior to your delivery day.

The original Bill of Lading attached to our invoice indicates that material shipped has now become your property and is an acknowledgment by the transportation company of the receipt of the property in good condition. Safe delivery of this shipment is now the responsibility of the carrier. Please examine your shipment carefully before signing the freight bill. We will be glad to assist in tracing or recovery of lost merchandise.

Motor Freight - Damage or Shortage
If any damage is noted, or if the number of pieces received does not agree with the number on the bill of lading, **DO NOT** accept the shipment without shortage or damage notated on your freight bill and signed by the carrier's agent (driver). Failure to do so may jeopardize your recovery. If any concealed damage or shortage is discovered when unpacking, leave the material and the packing as is and notify the carrier for a concealed damage or shortage inspection. Consult the carrier for the necessary claim papers and disposition of damaged articles. When checking shipments, compare what was received with packing list or invoice. If there is a shortage or damage, **YOU MUST CONTACT US WITHIN 24 to 48 HOURS** and provide us with full details and pictures.

Claims with motor freight companies must be made promptly. The freight company will not consider a claim unless it is presented within nine months from the date of shipment. The carriers agent will assist you in making that claim. Claims for loss or damaged material and transportation charges MUST NOT be deducted from the invoice and the payment of invoices MUST NOT be withheld awaiting adjustment of such claims, since it is the function of the carrier to guarantee safe delivery.

Prices and terms are subject to change without notice.

Prices at time of shipment will prevail. For current quotations, please call us. Prices quoted are FOB Denver, CO; Cheshire, CT; Canton, GA; Tewksbury, MA; Gray, ME; Bridgeton, NJ; Auburn, NY; Brookhaven, NY; Schenectady, NY; Perrysburg, OH; Gresham, OR; Morgantown, PA; Richmond, VA; and Woodridge, IL. or FOB the factory unless otherwise stated.