

Premium Plant Materials by



Terms & Conditions – Updated January 2025

The published catalog is for wholesale trade only and supersedes all previous editions. Prices are subject to change without notice. The catalog is not all inclusive. Inquire for items not listed or check the availability sheet posted weekly to our website.

Ordering:

Orders may be placed by phone at 515-266-2488, by fax at 515-262-8907, or by e-mail at sales@dmfgardens.com. Our normal business hours are Monday - Friday, 7:30am - 4:00pm. A 25% deposit and signed copy of the quote/acknowledgement will be requested when placing orders of \$1,500.00 or greater with a custom grow item(s) or orders in excess of \$15,000.00 regardless of item type. Orders may be picked up or delivered to you. Delivery charges are \$80.00 or \$1.75 per mile round trip (\$3.50 per mile 1 way), whichever is higher, per stop. Contractor is responsible to have necessary equipment and staff available on site to unload the truck/trailer at time of arrival unless another plan has been mutually agreed upon prior to the driver's departure from our facility. There will be an additional charge of \$25.00 per every 30 minutes our driver is kept waiting for staff/proper equipment to arrive to the job site.

We also ship UPS, Speedee Delivery, or LTL, based on the size of the order and the most economical and reliable carrier to your area of the country. All sales are FOB Des Moines, IA unless otherwise stated. There is no warranty on any product unless specifically expressed in writing. An accurate ship date must accompany any order. We reserve the right to charge a 5% per month storage and maintenance charge for any order or part of any order not picked up within 30 days of the originally listed ship date unless a future date is mutually agreed on.

Payment:

Sales are cash, check, credit card (Visa, Mastercard, Discover) or (American Express with 3% surcharge fee), or charge to customers with established credit. Credit limits for charge accounts are adjusted at the end of each year based on a formula comprised of average sales annually over a 3 year period and the average days to pay each invoice within that period. Charges are net 30 days from the invoice date with a minimum finance charge of \$1.00 or 1.75% per month (21% per annum) whichever is larger, and all collection costs including attorney fees of overdue accounts. Charges cannot be made to any account that is 30 days or more past due. Payments are first applied to finance charges and then to the oldest balance. Any past due amounts paid by credit/debit cards will be subject to 2% surcharge fee (5% for American Express). Customers will be subject to a \$30.00 return check charge.

Return Policy:

Returns on material picked up or delivered to you must be made within **5 business days** of purchase and accompanied with an invoice. Returns will not be accepted if plants were not tarped during transportation, material was planted, or material was returned in poor condition. All returns or cancellations will incur a restocking fee equal to 15% of the value of the returned/canceled items.

Claims for Credit:

Shortages and/or concerns regarding plant material must be reported within **5 business days** of receipt of the goods for consideration. Delays or mishandling of plant material by the carrier must be reported on the bill of lading. We will work with you to resolve any problems you might encounter with shipping. DMF Gardens is not responsible in any way for claims against us above and beyond the invoiced amount. Plant material accepted while dormant will be customer's risk and not qualify for credit back if not viable.

Special Orders:

This catalog is not all inclusive. If plant material is needed that is not listed in this catalog, please call for availability and pricing. Plant material not normally stocked will require a nonrefundable deposit of 25% requested upon placement of the order along with a signed copy of the quote/acknowledgement. Special orders must be picked up within one week of notification of the arrival of stock, unless other arrangements are mutually agreed upon.

Custom Growing:

We will custom grow for you plant material to meet specific market requirements, landscape architect's specifications, etc. Custom orders are specially priced, and do not qualify for other discounts that may be offered. Price quotes are void after 30 days unless otherwise stated. Custom orders require a nonrefundable deposit of 25% and must be accompanied by a ship date, with the deposit invoiced upon placement of the order. The remaining 75% will be invoiced when the material is finished. Once the order has been planted at our facilities, cancellations are not permitted and you will be invoiced for the entire amount. There is a 5% per month storage and maintenance charge for any order or part of any order not picked up within 30 days of listed ship date.

Flagging Plants:

Customers may come to the nursery/greenhouse to flag plant material they wish to have as part of their projects. The plants must be clearly flagged with customer name, project name, and the date the plant was flagged. Also, the main office MUST be notified of what has been flagged. Flagged material will be reserved for 30 days. Any flagged material not taken within 30 days will be put into general stock and the flag removed.