

## Terms and Conditions

Page 1 of 2

Acceptance of Terms – All ePlantSource orders are subject to the following terms and conditions.

### Limitations or Warranty

ePlantSource makes no warranties expressed or implied. ePlantSource liability is limited to the cost of the plant material received. ePlantSource does not warrant and is not responsible for any third party products or services. Customer's sole and exclusive rights and remedies with respect to any third party products or services, are against the third party vendor and not against ePlantSource.

### Limitation of Remedy

Purchaser's sole and exclusive remedy is limited to a full refund of the original purchase price. Under no circumstances shall ePlantSource be liable for damages in excess of the original purchase price.

### Governing Law and Jurisdiction

The laws of the State of Colorado shall govern all matters that may arise in conducting business with ePlantSource.

### Prices

Prices are subject to change without notice.

### Shipments/Deliveries

Shipping methods and related charges will be determined and charged based on the terms and conditions of the supplier.

### Substitutions

Product substitutions will be made on all orders, when substitutions are available, unless this default option is changed in the customer account order preferences prior to the order being placed.

### Claims

Claims must be presented to ePlantSource 5 business days after receipt of goods to ensure that your claim is reviewed and processed timely.

### Payments

We accept Check, eCheck or the following major credit cards: MasterCard, Visa, Discover and American Express. Check payments will be accepted from customers with established credit and will be subject to the line of credit payment terms below.

### Line of Credit Payment Terms

Payment Terms for customer's with established credit is net 30 days from the invoice date. ePlantSource is entitled to assess and collect a finance charge of 1.5% per month (18% per year), or the maximum rate allowed by law, whichever is less, on all amounts past due until the date collected. A \$20.00 fee will be charged for any returned check or declined on-line payment transaction.

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### Credit Card Payment Terms

ePlantSource, Inc. does not hold any confidential credit card information directly on file. All credit card information is stored through Authorize.net to ensure secure and safe transactions through ePlantSource.com. At the time of order placement ePlantSource will verify that the credit card on file is valid, an additional verification will be made closer to shipment date. If credit card information is invalid at the time of shipment, the order will be canceled and shipment will not be completed. Credit cards on file can be used for any and all purchases.

### Credits/Refunds

Credits will be issued to customers when a product claim or price discrepancy is accepted and validated. Customers with established credit will receive credit on their ePlantSource account. Refunds will be issued to customers that do not have payment terms established with ePlantSource and will be refunded using the same form as the original payment or in the form of a check payment.

### Sales Tax

All ePlantSource product sales are intended for the customer's purpose of resale. ePlantSource customers may be required to furnish a valid and current sales tax account number upon request.