



3025 US 9, Valatie NY 12184

www.maplelanenursery.com

(518)633-3325

Terms and Conditions

Sales Information: Maple Lane Nursery is a wholesale nursery selling exclusively to those in trade. Customers who receive wholesale pricing are - Landscape Designers, Landscape Contractors, Landscape Architects, Garden Centers, Retail Garden Shops, and Towns & Municipalities. Interior designers and social influencers are not able to receive wholesale pricing. When a customer fills out an application, it will be reviewed and if approved, that company will be able to purchase from us. This does not give you terms.

Ordering: Orders can be phoned in or emailed to: sales@maplelanenursery.com

Orders are acknowledged based on availability at the time placed. A pick-up time should be scheduled within 48 hours of when the order is placed. Orders Placed in advance are removed from inventory making it unavailable to others. Orders not placed prior to a visit will be checked according to availability before a sale.

We are happy to special order material that we do not grow or have in stock. A special order requires 50% non-refundable deposit upon placement of the order. When the material comes in, a Maple Lane associate will call you and all material should be picked up within seven days.

Tagging: March - August 31st

1. A 50% non-refundable deposit (Cash, check, or Credit Card) will be required at the time plant material is tagged. We will hold the material and maintain the plants for 30 days at no additional charge. When you pick up the plant material before the 30 days, you may put the remainder of the balance on your account if you have terms.
2. If after 30 days the plant material has not been picked up, a courtesy call and email will be placed/sent. At this time, an additional 25% non-refundable deposit is required for material to remain tagged an additional 30 days. If the 25% additional deposit is not made, the material will be untagged and released.
3. If the material remains in our yard after 60 days, we will again call and email you to continue the hold. If you want us to hold the material an additional 30 days, a 5% maintenance fee will be added. At the time of pickup, the remaining 25% will be collected along with the 5% maintenance fee. The remaining payment and maintenance fee cannot be put on account and must be paid with cash, check, or credit card.

After September 1st

A 50% non-refundable deposit (cash, check or credit card) will be required at the time plant material is tagged. We will **ONLY** hold the material for **2 weeks** before it is untagged and released.

Who can Tag?

Only individuals employed by your company can tag material on your behalf.

We do not allow your clients to come to the nursery without you, to choose their plants. If, for any reason, we must take your customers around, we will charge an additional 30% on the order and the 50% non-refundable deposit will be paid immediately by your customer in cash, check or credit card.

Pricing

The prices in our most recent availability list cancel all previous price lists. All prices are subject to change without notice.

Condition

Trees, shrubs, and all plant material must be planted and cared for under standard horticultural practices such as proper planting, depth and pit size, consistent deep watering, fertile soil, sufficient mulch, proper planting location, and care and maintenance required for cultural needs of the specific tree or plant variety.

Guarantee

Maple Lane Nursery guarantees our plant material and nursery stock are properly handled and in good condition upon leaving our premises. NO guarantee for plant material, perennials, or any wholesale purchases of nursery stock, for any damage relating to weather conditions, animals, insects, or neglect.

Terms of Sale

All sales will be on a cash basis until credit is established. We accept cash, business check, MasterCard, Visa, Discover, and American Express. For customers with established credit, payment is due in full 30 days from the date on the invoice. A 1.5% per month service charge will be assessed on all accounts 30 days past due with a minimum finance charge of \$5.00. In the event of non-payment which requires legal action by Maple Lane Nursery, the customer specifically agrees to pay all collection costs incurred, including court cost and expenses and attorney's fees not to exceed 25% of the total amount due and owing. Additionally, Maple Lane Nursery may file a mechanic's lien upon the real property where the product or materials are installed.

Credit

Customers wishing to establish credit must fill out and sign a confidential Maple Lane Nursery credit application. Approval is based on trade references and bank references provided. Credit is extended at the discretion of Maple Lane Nursery.

Sales Tax

New York State sales tax will be applied to all sales unless we have current, completed and signed Exemption Certificate on file.

Returns

Our policy is not to accept returns. Maple Lane Nursery cannot be responsible for failures due to conditions beyond our control. Under special circumstances, at the discretion of the grower, some items may be accepted but a 20% restocking fee will be assessed. NO returns will be considered or accepted after a 48-hour period from the time of the sale.

Children and Animals

We like them both. A wholesale yard, however, is not a place for them. If you are unable to avoid bringing your children, they must always be with you. Dogs are not allowed without a leash.

Credit Cards

Can be kept on file (encrypted and protected) and can be used to pay for invoices. They will be run at the end of the day or by the following morning. Charges over \$1500 will incur a 3% fee.