



7073 40th Ave
Hudsonville, MI 49426
www.dgiprop.com

Terms and Conditions

Limitation of Warranty: DGI Propagators warrants to purchaser that our products shall conform to their descriptions and that plant material will be viable when received. There are no warranties, expressed or implied, which extend beyond those set forth above, and there is no warranty of marketability.

Purchaser shall be limited to the amount of the purchase price of any DGI product on which claim is made as its exclusive remedy for breach of warranty expressed herein or for negligence. Under no circumstances shall DGI be liable to purchaser or any other person for consequential or incidental damages. EXPRESS LIMITATION FOR XANTHOMONAS: DGI Propagators will not be liable to Purchaser for ANY costs, damages or claims attributable to Xanthomonas in Begonias unless Purchaser notifies DGI Propagators with documentation of Xanthomonas within 24 hours of delivery. Upon such notice acceptable to DGI Propagators, Purchaser shall be limited to the amount of the purchase price as its exclusive remedy.

New Order Entry Deadline: All new orders must be received at DGI a minimum of 10 days before ship week. This is for routing and shipping purposes

Additions: Additions will be accepted up to noon EST the Wednesday before ship week, depending on availability.

Back orders: Due to the nature of our business, occasional back orders will occur. It is difficult to inform the broker or customer prior to shipping when a back order situation occurs. However, when time allows, every effort will be made to contact the broker and/or customer of these changes and back orders prior to shipping.

Returns: Due to the clean stock protocol, no plants will be accepted for return.

Cancellations: Cancellations will not be accepted 3 weeks prior to sticking/sowing.

Substitutions: DGI Propagators may have to substitute varieties on an order from time to time. Every effort will be made to substitute a variety of similar color and habit. "Variety not ordered" or "unsuitable sub" will not be accepted as a reason to refuse to pay for the product unless "no substitutions" is clearly stated on the original purchase order.

Tags: The customer can indicate "no tags", "1:1 Ratio", or "1:3 Ratio." If nothing is noted on the order, the default is 1:1 with standard plant tags. Changes to tags can be revised 2 weeks prior to shipment. All tags will be drop shipped from Mastertag. Customer will receive the tags via FedEx the end of the week prior to the ship week for the plants. No additional tags will be shipped after shipment. If the customer returns the tags, the freight will be the responsibility of the customer/broker and a \$25 restocking fee will be applied per order. Required tags: Assorted Trays, Walters Genetics, and Sunflowers. Tags included in price: Assorted trays and Sunflower. For 1:1 ratio, tags will be shipped in the following quantities: 51 tags for 51 tray, 36 tags for 36 tray, 36 tags for 18 tray.

Claims: If product arrives damaged, with insufficient numbers (verify with packing slip first), with incorrect varieties, or in an unacceptable condition, DGI requires that you (the broker) must submit a report detailing the problem with 48 HOURS of delivery. If the greenhouse contacts us first, we will direct them directly to the broker. This will help in shipping replacements in a timely manner. Documentation of damage/condition MUST be verified by pictures of all product considered damaged or unacceptable. Plants should be kept for possible inspection. Failure to present verification may delay or



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reduce the issuance of the claim. Digital photos and the claim documents must be emailed to claims@dgiprop.com. If there is visible damage to the exterior of the box, or the delivery has been delayed beyond the guaranteed day of delivery, please make note on the delivery receipt and notify the broker of sale. DGI will not honor claims without physical signature at time of delivery ("Signature on File" will not be accepted). FedEx may not honor a claim if exterior damage is not noted at the time of delivery. DGI will assume responsibility for damage due to weather-related conditions unless the broker or the customer demands delivery against DGI's recommendation.

Shipping Information

Customer Pick up: Products are available Monday through Friday from 8:30am to 4:30pm from January through April. DGI will call customer on the Thursday/Friday of the week prior to schedule an available date and time for pick-up. If customer does not pick up their order two days after their scheduled time, a \$25 unboxing and re-boxing fee will be applied.

FedEx: We use FedEx 1 and 2 day shipping options. We will ship the most economical way possible depending on the time of year, weather and ship to location. DGI has the right to hold shipment or send out shipment if conditions allow. Note the boxing charges and any additional phyto charges may be applied depending on the state.

Grower Truck: Delivery is available from January through April. Appointments are made the week prior and we call the customer the Thursday/Friday for their delivery date. If the customer is not present at the time of delivery, our driver will try to phone the customer otherwise they will find a warm spot to put the plants, if at all possible. Check the scheduling map in the back of the catalog for the weeks available and minimum trays for delivery

Quote for Volume Pricing: If a salesperson wants a volume quote for a customer and the customer already has an established volume with DGI, the customer must call or email DGI in order to release the volume price to the broker.