

# Northeast Nursery, Inc.

## Plant Material Guarantee

We guarantee that our plant material is true to name, up to grade, and in healthy condition when leaving the nursery. A merchandise credit in an amount not to exceed the purchase price will be issued, for plant material found to be otherwise.

Should a plant fail to survive for a period of ninety days for a wholesale customer, or a six month period for a retail customer from the date of purchase, Northeast Nursery will issue once, a credit for an amount not to exceed the purchase price. A credit will be issued provided the plants have had adequate care, have not been damaged and have been planted and watered correctly per our instructions. A site visit may be necessary before a credit is issued.

For a credit to be issued, a nursery salesperson must be contacted first. Requests for credit must be accompanied with the original invoice. Liability is limited to the original purchaser and original purchase price. Northeast Nursery is not responsible for guarantees offered by our wholesale customers to their customers. Credits may not be issued if customer payments have not been received in accordance with the established Northeast Nursery credit policy.

The Northeast Nursery ninety day wholesale guarantee applies to trees (including fruit), shrubs, small fruits (excluding strawberries), woody ground covers in 1 gallon containers and vines. It does not apply to perennials, (including grasses), clematis, annuals, roses, non-woody plants and ground covers in flats.

We recommend the use of a tarpaulin over all plant materials leaving our yard in an open vehicle. The guarantee will be voided on material leaving our yard not properly covered by a tarpaulin. We are not obligated to replace plants which fail to survive due to abnormal weather conditions or other acts of God.

**234 Newbury Street, Peabody, MA 01960**  
**[www.NortheastNursery.com](http://www.NortheastNursery.com)**