

**FOR ALL PROGRAMS:** Due to Arizona Department of Agriculture Quarantine Requirements, Knox Nursery can only ship to customers with an Approved Holding Area and only using FedEx Express. An \$80 fee for mandatory Phytosanitary certificate will be added to the invoice.

### PROGRAM BASICS

**All prices are subject to change without notice.**

All orders will be invoiced based on the price effective on the date the order is shipped. The production of any item is dependent on the availability of quality seed or unrooted cuttings. Therefore, we reserve the right, with proper notification, to substitute varieties when quality fails to meet our specifications.

#### PROGRAM PRICING EFFECTIVE DATES

##### Plugs from Seed Program

Week 40 (2018) through Week 39 (2019)

##### Tissue Culture Program

Week 40 (2018) through Week 39 (2019)

##### Annual & Perennial Rooted Cuttings Program

Week 40 (2018) through Week 39 (2019)

##### Geranium Rooted Cuttings Program

Week 40 (2018) through Week 39 (2019)

##### Garden Mum Rooted Cutting Program

Week 49 (2018) through Week 38 (2019)

##### Poinsettia Rooted Cutting Program

Stock Poinsettias: Week 51 (2018) through Week 24 (2019)

Regular Season Poinsettias: Week 51 (2018) through Week 44 (2019)

### AVAILABLE SHIP DATES

#### PLUGS FROM SEED PROGRAM

Most items may be booked to ship year-round. However, summer weather conditions limit shipping on certain items as follows:

Alyssum	Ship Weeks 42 through 22
Dusty Miller	Ship Weeks 45 through 22
Pansies and Violas	Ship Weeks 46 through 20
All Others	Generally Ship Year-Round

#### ROOTED CUTTINGS PROGRAM

Most items may be booked to ship year-round provided we have access to the unrooted cuttings. However, many of our vendors have limited or no availability during the summer months. These vendors typically bring production back online starting around **Week 40**.

#### GARDEN MUMS, ASTERS & MONTAUK DAISY PROGRAM

Gediflora Belgian Mums	Ship Weeks 11 through 37
Mystic Garden Mums	Ship Weeks 18 through 35
Yoder Garden Mums & Asters	Ship Weeks 17 through 40

#### POINSETTIAS PROGRAM

Stock Plant rooted cuttings ship **Week 6** through **Week 20-24 (depending on program)**. Regular Season rooted cuttings ship **Week 26-30** through **Week 47-48, depending on program**.

### CUSTOM PRODUCTION (ITEMS NOT ON OUR LIST)

All custom item order requests must be approved by Knox Nursery.

#### FOR CUSTOM PLUGS FROM SEED PRODUCTION

Minimum order of 10 trays for custom seed items is required per item/per ship date. Total order minimums apply.

For all custom seed items ordered, the shipped and invoiced quantity may vary 15% from ordered quantity.

#### FOR CUSTOM VEGETATIVE PRODUCTION

Minimum order of 2 trays for custom vegetative items is required per item/per ship date. Total order minimums apply.

### PRICING & DELIVERY

All pricing is FOB Winter Garden, FL. Freight will be billed separately.

All pricing is Net to Broker (**no broker commission is included**).

Knox Nursery will select the best method to ship each order to the customer's door.

Prices listed are per plug (Plugs from Seed) or per plant (Rooted Cuttings, Garden Mums, Geraniums & Poinsettias) based on the tray count guarantee.

A \$10.00 cold weather box charge may apply during winter months.

FedEx shipments are typically shipped FedEx 2<sup>nd</sup> Day. If FedEx imposes an address correction fee of \$15 per box, that charge will be added to the broker invoice.

Orders of 40 trays or more are generally palletized, shrink-wrapped and shipped LTL when grower truck is not available

A restocking fee of 25% of the order total will apply for nursery pick orders that are NOT picked up by the customer.

### TAGS

Tags are available from Knox Nursery for most Rooted Cuttings, Garden Mums and Gerbera Garvinea Tissue Cultures. These tags **MUST** be ordered at the same time as the plant material.

Tags ordered from Knox Nursery will be shipped separately directly to the customer by MasterTag and should arrive the week before the plant material. In some cases, due to late order changes or tag production issues, tags may not arrive until the same week as the plant material.

Tags will be billed as a separate line on our invoice.

Tags are not available from Knox Nursery for Plugs from Seed, Poinsettias, Cordyline Tissue Cultures or Fern Tissue Cultures.

**ORDER MINIMUMS**

No minimum order is required for nursery pick up, but advance arrangements are required.

**PLUGS FROM SEED**

	Minimum	Below Min. Charge
Minimum per Cultivar		
Premium Gerbera (105 tray)	3 trays	
Standard Gerbera (144 trays) and All Other Knox Preferred Plug Varieties *	1 tray	
All other plugs from seed	2 trays	
Minimums per Ship Date		
Gerbera orders	6 trays	\$15
All other regular orders	8 trays	\$15
Availability orders	4 trays	\$15
Airfreight Shipments		
Within Continental US	48 trays	\$15
Alaska, Hawaii, Puerto Rico	48 trays	\$15
Minimum for Nursery Pick Up	no minimum	
Export Orders	48 trays	\$25
Local Delivery on Knox Nursery Truck	20 trays	
Other Truck Delivery	See Knox Nursery Truck Program	

\* Preferred Plug Varieties are highlighted with a Red Star (★) in Plugs from Seed section

**ROOTED CUTTINGS**

	Minimum	Below Min. Charge
Minimum per Cultivar		
All rooted cuttings	1 tray	
Minimums per Ship Date		
Regular orders	8 trays	\$15
Availability orders	4 trays	\$15
Airfreight Shipments		
Within Continental US	48 trays	\$15
Alaska, Hawaii, Puerto Rico	48 trays	\$15
Minimum for Nursery Pick Up	no minimum	
Export Orders	48 trays	\$50
Local Delivery on Knox Nursery Truck	20 trays	
Other Truck Delivery	See Knox Nursery Truck Program	

**GERANIUMS**

	Minimum	Below Min. Charge
Minimum per Cultivar		
All Geraniums	1 tray	
Minimums per Ship Date		
Regular orders	8 trays	\$15
Availability orders	4 trays	\$15
Airfreight Shipments		
Within Continental US	48 trays	\$15
Alaska, Hawaii, Puerto Rico	48 trays	\$15
Minimum for Nursery Pick Up	no minimum	
Export Orders	48 trays	\$50
Local Delivery on Knox Nursery Truck	20 trays	
Other Truck Delivery	See Knox Nursery Truck Program	

**TISSUE CULTURES**

	Minimum	Below Min. Charge
Minimum per Cultivar		
Gerbera Garvinea 72C	1 tray	
Ferns 72C	10 trays	
Cordyline 72C	10 trays	
Minimums per Ship Date		
Gerbera Garvinea 72C (6 trays/box)	6 trays	\$15
Ferns 72C (4 trays/box)	20 trays	\$15
Cordyline 72C (2 trays/box)	20 trays	\$15
Availability orders (all)	2 trays	\$15
Minimums for Airfreight Shipments		
Within Continental US	48 trays	\$15
Alaska, Hawaii, Puerto Rico	48 trays	\$15
Minimum for Nursery Pick Up	no minimum	
Export Orders	48 trays	\$50
Local Delivery on Knox Nursery Truck	20 trays	
Other Truck Delivery	See Knox Nursery Truck Program	

**GARDEN MUMS, ASTERS & MONTAUK DAISY**

	Minimum	Below Min. Charge
Minimums per Ship Date		
Regular orders	16 strip trays	\$15
Availability orders	8 strip trays	\$15
Airfreight Shipments		
Within Continental US	48 strip trays	\$15
Alaska, Hawaii, Puerto Rico	48 strip trays	\$15
Minimum for Nursery Pick Up	no minimum	
Export Orders	48 strip trays	\$50
Local Delivery on Knox Nursery Truck	40 strip trays	
Other Truck Delivery	See Knox Nursery Truck Program	

**POINSETTIAS**

	Minimum	Below Min. Charge
Minimum per Cultivar		
All Poinsettias	1 tray	
Minimums per Ship Date		
Regular orders	4 trays	\$15
Availability orders	2 trays	\$15
Airfreight Shipments		
Within Continental US	48 trays	\$15
Alaska, Hawaii, Puerto Rico	48 trays	\$15
Minimum for Nursery Pick Up	no minimum	
Export Orders	48 trays	\$50
Local Delivery on Knox Nursery Truck	20 trays	
Other Truck Delivery	See Knox Nursery Truck Program	

### FREIGHT

Freight Charges will be listed as a separate line on the invoice.

#### BOX SHIPMENT FREIGHT RATES

Please see Knox Nursery Box Shipping Program.

#### TRUCK SHIPMENT FREIGHT RATES

Please see Knox Nursery Truck Program.

#### NURSERY PICK UP

Requires at least 24 hours advance notice.

#### DOMESTIC AIR FREIGHT SHIPMENTS

Air freight shipping may be requested from Orlando International Airport (MCO), where **Knox Nursery, Inc.** is a known shipper.

**Air Freight shipments are F.O.B. Winter Garden, FL.**

- Broker may choose either Southwest or Delta as the airline to carry their cargo
- Broker must provide their own account number with the airline they choose. Airline will bill freight charges to this account.  
**Air Freight shipments will be sent prepaid or collect only.**
- Knox Nursery will contact airline and arrange for an Air Waybill (AWB) on behalf of broker. Once issued, Knox Nursery will advise broker of AWB number and flight details.
- Knox Nursery will transport to Orlando International Airport. A \$55 fee will be charged for delivery to the airport. Upon delivery to the airport, Knox Nursery has no further liability for the shipment.
- Broker is responsible for advising customer of flight arrival details. Customer must pick up at airport or make their own arrangements for pickup.

#### EXPORTS - INTERNATIONAL SHIPMENTS

Knox Nursery will accept orders for shipment to an address outside the U.S. only under the following conditions:

- All shipments are F.O.B. Knox Nursery, Winter Garden, FL. Broker/Customer assumes all risks from that point
- Broker/Customer will be responsible for any and all loss or damage suffered during transit, including that due to delay
- Within 1 week of placing an order, Broker/Customer must advise Knox Nursery of all conditions required by the destination country. These may include, but not limited to:
  - ▶ Import Permit – to be obtained by broker/customer and sent to Knox Nursery
  - ▶ Phytosanitary Certificate – if required, Knox Nursery will work with State and Federal authorities to obtain these
  - ▶ Federal Inspections – if required, Knox Nursery will work with State and Federal authorities to obtain these
  - ▶ Commercial Invoice – broker/customer must supply to Knox Nursery
- Broker/Customer must obtain a Freight Forwarder for all shipments
- Broker/Customer must provide their own FedEx or Air Freight account number for all shipments
- All documents and conditions for shipment must be completed by Friday preceding the actual ship date of the order
- All international shipments will be charged a \$15 per box surcharge to cover handling costs
- All international shipments will be charged an additional surcharge of \$75 per order to cover delivery to Freight Forwarder
- All fees required for Phytosanitary & Federal Inspections, usually \$80.00, will apply

### KNOX NURSERY DISCOUNTS

#### EARNED VOLUME DISCOUNTS

The Knox Nursery system establishes a discount for existing customers based on the total number of plug trays purchased plus the total number of trays of rooted liners in our Root & Sell programs for vegetative annuals, tissue cultures, geraniums and poinsettias during the prior calendar year (garden mums are not included). This total is calculated looking at all orders for a given customer from all brokers.

Once the current year's volume exceeds the prior year's volume, the Earned Volume Discount on new orders increases. Orders that have already been billed at earlier volumes will not be re-billed.

The calculated Earned Volume Discount is assigned by our system to all new orders for plugs and rooted liners in our Root & Sell programs for vegetative annuals and poinsettias. Garden Mum orders are assigned Earned Volume Discounts independently and are based on prior year's orders only for Garden Mums.

#### ASSIGNED VOLUME DISCOUNTS

Knox Nursery management may from time to time assign a specific volume discount to a given customer. This Assigned Volume Discount will apply only to orders for a specific program (plugs, vegetative annuals, or poinsettias), and will apply only to orders from a specific broker. An Assigned Volume Discount remains in place until changed by management.

### ORDER CANCELLATIONS

Cancellations must be received no later than Wednesday the week prior to shipping.

Cancellations can only be honored without charge if production has not been started.

The broker is responsible for reselling any canceled items that have been produced.

If produced items are not resold within one week after the original shipment date, unsold items will be dumped, and the broker will be invoiced for unsold items.

Items resold will be invoiced to the new customer at the new customer's volume level.

### CONFIRMATIONS

Knox Nursery's Order Confirmations (acknowledgments) and Order Changes will be forwarded automatically to broker's office.

Upon receipt of Knox Nursery's Order Confirmations and Order Changes, **it is the broker's responsibility** to review all information for accuracy.

**If any discrepancies are found, please notify Knox Nursery immediately.**

**TRAY SIZES AND SPECIFICATIONS**

**TRAYS – ROOTED CUTTINGS**

Tray sizes are “Sold As” the following:

Program	Size	Sold As	Trays/Box
TR102/100	102	100	6
TR104/102	104	102	Geraniums: 4 Poinsettias: 2
TR617	102	100	4
Mixed Combos	50	50	6

**Dimensions and Cell Sizes**

- **TR102/100 Program:**
  - » One tray is 21¼” x 11”
  - » Cells are 1” diameter by 1½” deep with a 5 degree hex taper
  - » Each cell holds one 25mm ellepot
- **TR104/102 Geranium & Poinsettia Programs:**
  - » One tray is 8 strips of 13 cells (each cell holds a 30mm ellepot)
- **TR617 Program:**
  - » One tray is 6 strips of 17 cells (each cell holds a 25mm ellepot)
- **Mixed Combos Program:**
  - » One tray is 50 cells (each cell holds a 40mm ellepot)

**Handling & Packaging**

- **TR102/100 Program & Mixed Combo Program:**
  - » Minimum 1 tray per cultivar or combo
  - » Minimum order is 6 trays total (one box)
  - » Box is 23” x 23” x 12” with a DIM weight of 46 pounds
  - » Packing is 6 trays per box
- **TR104/102 Geranium Program:**
  - » Minimum 1 tray per cultivar
  - » Minimum order is 4 trays total (1 box)
  - » Box is 30” x 22” x 11” with a DIM weight of 53 pounds
  - » Packing is 4 trays per box
- **TR617 Specialty Program:**
  - » Minimum 1 tray per cultivar
  - » Minimum order is 4 trays total (1 box)
  - » Box is 23” x 23” x 12” with a DIM weight of 46 pounds
  - » Packing is 6 trays per box
- **TR104/102 Poinsettia Program:**
  - » Minimum 1 tray per cultivar
  - » Minimum order is 2 trays total (1 box)
  - » Box is 26” x 23” x 8” with a DIM weight of 35 pounds
  - » Packing is 2 trays per box

**TRAYS – TISSUE CULTURES**

Tray sizes are “Sold As” the following:

Program	Size	Sold As	Trays per Box
Gerbera Garvinea - TR72	72-cell 30mm Ellepot	72	6
Ferns - TR72	72-cell loose-fill	72	4
Cordyline - TR72	72-cell 30mm Ellepot	72	2

**TRAYS – PLUGS FROM SEED**

Tray sizes are “Sold As” the following:

Size	Sold As	Size	Sold As
72 Tray	72	144 Tray	142
105 Tray	104	288 Tray	280

**Dimensions and Cell Sizes**

- All plug tray outside dimensions are 21¼” x 11”
- 144 tray: cell diameter 1.09”, depth 1.5” and volume of 16 cc.
- 288 tray: cell diameter 0.812”, depth 1” and volume of 6.0 cc.
- 288 tray is common element compliant

**Handling & Packaging**

- **Standard Box** is 25” x 21” x 12” with DIM weight of 46 pounds
- **Half Box** is 22” x 13” x 7” with DIM weight of 15 pounds
- Standard Box is packed:
  - ▶ 8 trays per box (for 144 and 288)
  - ▶ 6 trays per box (for 72 and 105)
- Half Boxes are packed 2 trays per box

**TRAYS – GARDEN MUMS, ASTERS & MONTAUK DAISY**

All cultivars are grown in 25mm ellepots in Blackmore strip trays of 51 plants, sold as 50.

**Dimensions and Cell Sizes**

Tray size is 21¼” x 5½”  
 Each cell is 25mm (equivalent to 1-inch diameter)

**Handling & Packaging**

Box is 23” x 23” x 12” with a DIM weight of 40 pounds  
 Packing is 8 trays per box

**CLAIMS**

Knox Nursery has implemented a specific email address for sending claims (and requests for credits) relating to damaged merchandise, as well as any pricing issues on invoices.

Please send all such claims requests to:

[claims@knoxnursery.com](mailto:claims@knoxnursery.com)

**Requirements for sending any claims or requests for credits:**

- **Photos** of damages and quality issues MUST be provided immediately in order for claims to be reviewed. Photos or documents attached to email claims MUST be in JPEG, PNG or PDF format – **no other formats will be accepted for claims.**
- Damages related to transportation MUST be reported within 24 hours. All other claims MUST be reported within 72 hours of receipt of the shipment.
- Customer MUST note on the FedEx delivery ticket or the Bill of Lading they sign, any damage obvious at the time of delivery.
- A formal request for credit MUST be received within 21 days of shipment.
- Air freight deliveries are at the Customer’s risk. Customers MUST place any damage claims relating to Air freight with the airline carrier.

For inquiries about pricing issues on invoices, please be sure to include the invoice number and date, plus specific details about the pricing issue(s) involved.

### LIMITATIONS OF LIABILITY

**This document limits our liability, please read it.**

Acceptance of product shipped by Knox Nursery, Inc. ("SUPPLIER") constitutes acceptance of the following conditions of sale:

#### ALLOCATION OF RISK OF NONPERFORMANCE

Failure of plugs or liners to perform may occur as a result of environmental factors including cold temperatures, heat, excess moisture, drought, wind and hail, disease, pests, inadequate fertility or misapplication of pesticides. Young plants at times carry diseases which may not be apparent to the SUPPLIER, Buyer or User. All risks of nonperformance, reduced performance and/or crop damage due to these factors shall be assumed by the Buyer and User.

#### DISCLAIMER OF WARRANTY

SUPPLIER makes no other express warranty. SUPPLIER disclaims all implied warranties including any implied warranty of merchantability and any implied warranty of fitness for a particular purpose. To the extent permitted by State and Federal Law, all SUPPLIER's plants are sold AS IS.

#### EXCLUSIVE REMEDY

Buyer's and User's exclusive remedy and SUPPLIER's sole liability for loss or damage arising from purchase or use of SUPPLIER's plants shall be an amount equal to the price paid for the plugs or cuttings.

#### LIMITATION OF LIABILITY

Buyer or User may not recover any amount for incidental or consequential damages, including loss of profit, loss of yield and amounts expended in using or growing such plants, or for harvesting the produce of such plants. This limitation of liability shall be applicable to any claim presented to SUPPLIER whether the legal theory forming the basis for such a claim involves contract, tort, negligence, strict liability or otherwise.

Buyer and User agree that if SUPPLIER refunds an amount equal to the price Buyer or User paid for SUPPLIER'S products, this limitation of liability will not have failed of its essential purpose.

#### IMPORTANT NOTICE REGARDING PLANT-BORNE DISEASES

Upon receipt of product, you may re-test samples of this material at an independent laboratory of your choice. If any positive test result is returned, you must notify us, in writing, within 3 business days. If we receive no written claims or complaints regarding the supplied material within two weeks of shipment you agree that SUPPLIER has performed its obligations under the contract. SUPPLIER shall not be liable in any way, directly or indirectly, for material that was not re-tested within the two-week period or if we were not informed of a positive test result within the 3 business day period.

#### FORCE MAJEURE

No Party shall be liable for any failure to perform its obligations to the contract to the extent that performance is delayed or prevented by any circumstances (except financial) reasonably beyond its control or as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, interruption or failure of electricity, telephone or internet service or unavailability of raw materials.