

TERMS & CONDITIONS

Eve's Garden, Inc. policies do not apply to customers requiring contract purchase agreements and/or special services, terms, conditions of sale or delivery, which are not specifically included here.

Wholesale Requirements

To qualify for a wholesale account you must be able to provide a copy of your Sales Tax Certificate (Resale Certificate) and/or your Business License upon request.

Sales Policy

Retailer agrees to sell Eve's Garden, Inc. products at brick and mortar retail location only. Retailer agrees NOT to sell Eve's Garden, Inc. products online or on third party websites (i.e. Amazon, eBay, Buy.com, etc). Brick and mortar retailers who also have a website and sell products online, are not authorized to sell Eve's Garden, Inc. products online. Our products are for in-store sales only. Mass retailers may receive an exception to this policy by contacting us.

The minimum order requirement for wholesale pricing is \$300.00. Most products are sold in full case quantities only. All orders must be prepaid with Visa, MasterCard, American Express or Discover.

Shipping Policy

All orders are FOB Groveland, Florida. This means that you pay all freight beginning at our nursery in Groveland, Florida.

Shipping is limited to U.S. Continental 50 States, Hawaii, Alaska, Puerto Rico and U.S. Virgin Islands.

There is a minimum of 5 cases to ship Truck/LTL.

We CANNOT ship JUNIPER trees to California due to USDA Regulations. We CANNOT ship LIVE PLANTS to Hawaii due to USDA Regulations. Non-live good shipments to Hawaii require FedEx 2Day or FedEx Standard Overnight.

Errors or Inaccuracies

The information in this document may contain typographical errors or inaccuracies. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including after you have submitted your order). Please note that such errors, inaccuracies or omissions may relate to product description, pricing and availability. We also reserve the right to limit quantities (including after you have submitted your order). We have done our best to display and describe the products as accurately as possible. However, we do not warrant that product descriptions or other content, including product images, are accurate, complete, reliable, current, or error-free.

Return Policy

In the event of a shortage or damage, you must notify us immediately and keep the damaged merchandise for inspection by the delivery carrier. All claims must be reported to Eve's Garden, Inc. via email within 24 hours from your receipt of the merchandise.

Live Plants

Claims for errors in size, type, or species of live plants must be submitted within 24 hours of your receiving your product. When dealing with live, perishable plants, returns are not possible and we will be happy to work with you for quick resolution. Please remove the plants from the package immediately and provide with fresh water and protection from excessive temperatures.

Hard Goods

Returns are strongly discouraged. All return requests must be submitted to Eve's Garden, Inc. via email within 24 hours from your receipt of the merchandise. Returns are subject to a 25% restocking fee. The original shipping/handling charges, return shipping charges, and restocking fees are not refundable. Refunds are made in the same form of payment originally used for purchase within 7 days of our receiving your return in good condition.

Refusal of Shipment

Product returned to Eve's Garden, Inc. due to refusal of shipment are subject to a 25% restocking fee. The original shipping/handling charges, return shipping charges, and restocking fees are not refundable. Refunds are made in the same form of payment originally used for purchase within 7 days of our receiving the product.

Pricing

Our prices are subject to change without notice. Any discounts or special prices are valid only if they are paid for in full according to our agreed upon policies.

If paying by credit card, a 3% convenience fee will be added to your payment.

For wire transfer or direct deposit, please include company name and invoice/order number.

Contact

We are here as your marketing partner to make both of us successful so please contact with us with any questions. Phone: 813-996-5012 Fax: 813-996-2831 Email: sales@evesgardeninc.com