

Terms & Conditions of Sale

Colorado State Forest Service Nursery
5060 Campus Delivery, Fort Collins, CO 80523



These Terms & Conditions of Sale apply to all Colorado State Forest Service (CSFS) Nursery sale transactions and take precedence over any previous, conflicting, or buyer's terms and conditions. By submitting an order with the CSFS Nursery, you agree to the following:

Product Purpose

Seedling trees and plants purchased from the CSFS Nursery are to be used for conservation and/or restoration purposes only. Such purposes include but are not limited to restoration and reforestation efforts following natural disturbances, growing protective windbreaks, shelterbelts, and living snow fences, creating and enhancing wildlife habitats, carbon sequestration in urban areas, and mining reclamation.

Customer Types

Cooperators are agencies or organizations acting as a "retail" outlet by purchasing plants with the intent to resell them to those within their area or district to use for conservation and/or restoration purposes.

Wholesale customers are retailers or businesses such as other nurseries, contractors, or restoration companies, purchasing large quantities of plants for re-sale or projects with conservation and/or restoration purposes.

Retail customers are individuals or landowners purchasing small quantities of plants for their own conservation and/or restoration purposes.

Note: Cooperators and wholesalers manage the customers and customer orders of their office, area/district, or business directly. Any customers who contact the nursery for questions or inquiries regarding their order will be directed to the cooperator or business they purchased through.

Products & Pricing

Product	Cooperators	Wholesale	Retail
Bare Root Bundle of 25 plants	\$25.75	\$29.00	\$36.00
D10 Box of 30 plants	\$65.50	\$75.00	\$93.00
D16 Box of 30 plants	\$79.00	\$88.00	\$110
Extra Large Pot (XLP) Individual 1gal	\$11.00	\$14.00	\$17.00
D40 Box of 20 plants	\$80	\$90	\$110
D60 Box of 20 plants	\$110	\$120	\$140



Quality & Grading

The CSFS Nursery focuses primarily on a plant's survivability through transit and installation and does not grade based on any aesthetic values and should not be marketed as such by cooperators or wholesalers.

Orders

All orders placed with the nursery must be for full lots (bundles or boxes) of a single plant species. Lots cannot be made with a mix of species. Any orders for lots with mixed species or individual plants (except XLP orders) will not be processed.

All orders must identify the product, total number of each plant species (rather than bundles or boxes), applicable prices, and a preferred pick-up or delivery date.

Orders may be modified or canceled up to two weeks or 10 business days prior to the preferred pick-up or delivery date. After this date, orders are considered final and cannot be modified or canceled.

Shipping & Distribution

Orders made in the Fall are typically ready for distribution the following Spring. Fall deliveries may be accommodated on a case-by-case basis but are not a regular offer at this time.

Below are the available shipping and pick-up options to allow for flexibility in receiving orders:

Nursery Delivery can be arranged for **cooperators and wholesale customers**. This option will include an additional charge of \$2.50 per mile from the CSFS Nursery to the destination and back. The delivery schedule should be arranged with ample time to coordinate handling, vehicles, and routes, and the order will be delivered by whatever means the nursery designates. A load sheet and net-30 invoice will be included in the delivery. By signing the load sheet, the customer accepts the order as delivered and will be expected to remit payment within 30 days.

Third-party Shipping options are available to all customers at full cost. The CSFS Nursery utilizes UPS to ship orders when requested. Orders are typically shipped on Tuesdays in an effort to prevent damage to plants caused by sitting outside over the weekend, etc. Third-party shipping costs will be included in the final invoice.

Pick-ups are encouraged as this option offers the most flexibility and cost-efficiency for customers and the CSFS Nursery. Pick-ups should be scheduled by the customer within the nursery's business hours: Monday through Friday, 7:30am to 4:00pm. Please note that for larger orders, a trailer may be required. Nursery personnel will assist with loading and will provide pallets if necessary.

Note: The CSFS Nursery is not responsible for damage caused by mishandling of shipments from third-party providers.

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Billing Information

Cooperator and wholesale orders: A final invoice including the order balance (less any deposits, if applicable) and any shipping costs will be issued on the date of distribution and will be due 30 days after receipt.

Retail orders: An invoice for the order will be included in the order confirmation email and will be due upon receipt. Failure to remit payment within two weeks may result in a canceled order. A final invoice will be issued on the date of distribution for any applicable shipping charges that will also be due upon receipt.

The CSFS Nursery accepts **Cash, Checks, and Credit Card** payments. The nursery cannot accept credit card payments from another CSFS office. In this instance an Internal Order (IO) must be used to transfer funds internally.

Please make checks payable to the Colorado State Forest Service and mail to:
Colorado State Forest Service Nursery
5060 Campus Delivery
Fort Collins, CO 80523-5060

Failure to submit payment to the nursery by the due dates will result in the following:

1. When an invoice becomes past due, the account for that customer will be locked, and additional sales will only be possible once the past due balance has been made current.
2. An invoice one month past due will be subject to a late fee (finance charge) of 3% of the total balance (minimum \$25) per month until the balance is paid.
3. Invoices which reach three months past due may be turned over to a collection's agent.

Refunds & Exchanges

Trees are living organisms, and countless variables impact the overall health and success of the plant after installation. This is especially true of young seedling stock. As such, there can be no guarantee of survival or warranty on purchased seedlings.

The nursery will try to ensure that only healthy, viable plant material will be sold. If there are concerns about the health of any plants received:

1. Take several clear and detailed pictures of those plants.
2. Email the pictures and as much detail as possible to CSFS_Trees@mail.colostate.edu.
3. If the nursery determines that the trees shipped are not viable, replacements will be sent. An alternative will be offered if the same species is no longer available. **No monetary refunds** will be issued unless the orders cannot be replaced, and no suitable alternative is available.