

# MIDWEST TROPICALS

## TERMS & CONDITIONS

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### **Ordering**

Orders may be placed via phone, fax, email, or our website:

Phone Orders: (630) 451-0101

Fax Orders: (877) 655-4421

Email Orders: [info@myfoliage.com](mailto:info@myfoliage.com)

Website Orders: [myfoliage.supplies](http://myfoliage.supplies)

### **Minimum Order**

Midwest Tropicals does not have a minimum order requirement.

### **Local Delivery Shipping**

- We deliver weekly to addresses within 30 miles of our location.
- Local delivery charges are free for Foliage and/or Supply orders totaling \$300.00 or more.
- Foliage and/or Supply orders less than \$300.00 will incur a \$35.00 fee.
- We can deliver on our truck throughout the Midwest. Please contact us for rates.

### **Deliveries Out of Our Local Area**

- Midwest Tropicals is located west of Chicago in Elmhurst, IL.
- We ship orders outside of Illinois via UPS Ground, USPS, or truck freight.
- Orders under \$100.00 will incur a handling fee, typically \$25.00.
- Charges are **prepaid and added\*** to your invoice.
- Please contact us for a Freight quote. *Actual charges may vary from the quote due to conditions of delivery that we are unaware of.*

### **\*Prepay & Add Freight (Containers & Supplies Only)**

Midwest Tropicals does not inflate shipping charges. We research to find the least expensive shipping method and pass the cost to you via Prepay & Add. We Prepay & Add shipping charges as a service to our customers. Payment of the shipping charges are the responsibility of the Customer.

Residential delivery address, need for a liftgate, expedited, or time guaranteed shipping are some of the conditions which may add to the shipping cost. We are paying these costs and adding to your invoice as a service to you. You are liable to pay these in full prior to the shipping of your product.

### **Terms**

- We accept Visa, MasterCard, American Express, Discover Card, or Company Checks. Please contact us for a Credit Application to establish a line of credit. Terms of credit may be altered at any time.
- Container orders require a 50% deposit and payment prior to shipment.
- For web orders, a credit card authorization form will be sent to you to facilitate the payment process. Please send the completed form back to us via fax or email.
- Overdue invoices are subject to interest charges of 2% per month. All invoices over 90 days are subject to collections and any associated fees.
- Stock colors for our planters may vary slightly from our printed material.

*Note: In this economic climate, it may be necessary at times to adjust pricing according to market conditions. Pricing is subject to change without notice and may vary from our printed price lists.*

### **Returns**

A return authorization is required for merchandise sent back to our warehouse and may be subject to a 25% restocking fee. Generally, un-used standard items returned within 30 days will be issued a credit. Items returned after 30 days will not be accepted. Returned items must be in new condition and undamaged. The customer is responsible for properly packaging items to be safely returned in the same manner in which they were shipped. Items damaged due to improper

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return packaging will not be accepted and will not be eligible for a refund or merchandise credit. Under most circumstances, foliage cannot be returned.

Special orders, including custom painting, graphics, designs, or custom drainage holes drilled for you, may not be returned or cancelled. Cancellation of orders in progress may incur a minimum charge of 50% to cover work partially completed.

## **Damages or Shortages**

When the product is shipped from our warehouse, the responsibility of the merchandise becomes yours. Please inspect all packages **prior** to signing to accept the shipment. If you suspect damage to the products, notify the carrier to the extent of damage on the bill of lading. **The customer/ recipient is responsible for inspection of all products/shipments upon arrival, and any exceptions including damages MUST be noted on the bill of lading at the time of delivery.** If damages are not noted on the bill of lading at the time of delivery, the customer / recipient is entirely responsible for merchandise and costs. Additionally, the shipment will not be eligible for a refund or merchandise credit.

If there is significant damage, please refuse the shipment from the carrier. Whenever possible, take pictures of the damage as documentation. Please notify us immediately about any damage or loss of product so we can replace the damaged merchandise and follow up with the carrier. We must be notified in writing within 24 hours in order to take action.

## **Warranty**

Midwest Tropicals, Inc. warrants to its initial customers that products distributed by Midwest Tropicals, Inc. conform to specifications, drawings, samples, or other product descriptions furnished by Midwest Tropicals, Inc. Individual product guarantees are the responsibility of each manufacturer we represent. Midwest Tropicals, Inc. will help facilitate claims with each manufacturer for their products that fail to function properly under normal use and service for one year after the shipment date.

The warranties set forth above do not apply to products modified, altered, or repaired by unauthorized personnel, or to products damaged during shipment or installation, or by accident, abuse, alteration, misuse, tampering, misapplication, negligence by others, improper repair or maintenance, fire, and/or other casualty.

It is expressly understood and agreed that the customer's sole and exclusive remedy from Midwest Tropicals, Inc. for any and all losses or damages resulting from non-conforming goods, or from any other causes, shall be the repair or replacement of defective parts at the option of Midwest Tropicals, Inc., and that Midwest Tropicals, Inc. shall not be liable for damages, for injury to persons or property. Further warranty for each product is at the discretion of each individual product's manufacturer.

MIDWEST TROPICALS, INC. MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, AND MIDWEST TROPICALS, INC. DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

No officer, employee, or representative of Midwest Tropicals, Inc. has the authority to assume greater liability than that described above.

Midwest Tropicals, Inc. liability to the buyer for all damages from whatever source under this contract shall in no event exceed the price of goods.

If any term of this contract is held to be illegal or unenforceable for any reason, the remainder of this contract shall continue in full force and effect.

The laws of the State of Illinois govern the rights and duties of the parties under this contract.

*Supersedes all prior Terms & Conditions as of 1/1/2021*