tree farm & nursery

DOWNEY

Order Form

1860 Spring Road
Cookshire-Eaton, Qc
Canada J0B 1M0
Tel.: 819-566-0319
Fax: 819-566-7646

Name:	
Address:	
City:	ZipCode.:
Tel.:	
Fax:	
E-mail:	

DELIVERY METHODS:

- ☐ PICK UP AT WAREHOUSE
- ☐ TRUCK DELIVERY
- ☐ BY COURRIER (UPS, DICOM, ETC)

PICK UP OF PLANTS: BY APPOINTMENT ONLY. ADVISE 3 DAYS IN AVANCE, THE DATE AND TIME YOUR ORDER WILL BE PICKED UP.

Description & Size	Qty	Price	Total

GST (5%)	
QST - (9.975%)	
HST	
Sub total	
Deposit (25%)	

TERMS: A 25% CASH DEPOSIT MUST ACCOMPANY THE PURCHASE ORDER; BALANCE IS PAYABLE AT TIME OF PICK UP. COMPLETE PAYMENT MUST ACCOMPANY PURCHASE ORDER OF LESS THAN 1000.00$ IN ALL CIRCUMSTANCES, IF ORDER IS CANCELLED OR BALANCE DUE IS NOT PAID, DOWN PAYMENT (25%) IS FORFEITED AS LIQUIDATED DAMAGES. **DOWNEY NUSERY, INC**. REMAINS SOLE OWNER OF THE PLANTS SOLD UNTIL THEY HAVE BEEN PAID IN FULL. ANY TAXES ARISING FROM THE PURCHASE, USE OR RESALE OF THE PLANTS, ARE THE RESPONSIBLITY OF THE BUYER.

CONDITIONS OF THE SALE: IF **DOWNEY NURSERY INC**. IS UNABLE TO FURNISH THE QUANTITY, SIZE, GRADE OR VARIETY OF PLANTS ORDERED, HE WILL SUPPLY THE BUYER WITH THE CLOSEST AVAILABLE SIZE OR GRADE. THE VENDOR ALSO RESERVES THE RIGHT TO LIMIT QUANTITIES IF THERE ARE INSUFFICIENT PLANTS AND/OR TO PRORATE OR CANCEL ANY ORDER, IN WHOLE OR IN PART DUE TO CIRCUMSTANCES BEYOND THE COMPANY`S CONTROL. THE PARTIES AGREE THAT THE PRESENT CONTRACT AND ANY DISPUTE CONCERNING IT WILL BE RULED UNDER THE LAWS OF QUEBEC; THEY ALSO ELECT DOMICILE IN SHERBROOKE, DISTRICT OF SAINT-FRANCOIS FOR THE JURISDICTION OF THE TRIBUNAL.

RETURNS: ANY PROBLEMS WITH THE CONDITION OR QUALITY OF PLANTS RECEIVED, SHOULD BE BROUGHT TO THE VENDOR'S ATTENTION WITHIN 48 HOURS AFTER THEIR ARRIVAL. IF THE BUYER DOES NOT GIVE SUCH NOTICE OR HAS PLANTED THE GOODS, BUYER IS PRESUMED TO HAVE IRREVOCABLY AND UNCONDTIONALLY ACCEPTED THE PLANTS. WHEN THE CARRIER IS PAID AND CHOSEN BY THE BUYER HE ASSUMES THE ENTIRE RESPONSABILITY FOR LOSS, DELAY OR DAMAGES TO THE PLANTS AFTER THE CARRIER HAS RECEIVED THE PROPERTY OF THE MERCHANDISE. ONCE THE BUYER SIGNS THE BILL OF LADING, HE RECOGNIZES THAT HE RECEIVED THE QUANTITY FOR THE QUANTITY MENTIONED IN THE DOCUMENT.

DISCLAIMER: IN ANY CASE, IF THE BUYER ESTABLISHES THAT DAMAGES TO THE PLANTS WERE CAUSED BY THE VENDOR, THE COMPENSATION GRANTED SHALL NOT, IN ANY CIRCUMSTANCES, EXCEED THE AMOUNT PAID TO **DOWNEY NURSERY, INC**. FOR EACH PLANT SOLD.

TRANPORTATION FEES: NOT INCLUDED AND TO BE DETERMINED ACCORDING TO DESTINATION.

I HAVE READ AND ACCEPTED THE `CONDITIONS OF THE SALE` SET FORTH IN THIS DOCUMENT.

SIGNATURE: _____ DATE: _____