

## ***Our Plant Guaranty***

West Union Gardens, Inc. (“Seller”) warrants to the original purchaser that our plants will be as described, and will be in good, viable condition when we sell them. However, because these living items will deteriorate over time, you should inspect them immediately upon receipt, and plant them without delay. Claims for defects in these products must be presented to us within ten (10) days from receipt.

Seller makes no other warranties, express or implied, of (1) merchantability or fitness for purpose, or (2) against loss due to any cause.

We cannot accept any responsibility for the many uncontrollable growing and climatic conditions (soil preparation, fertilization, weed and pest control, temperature control, irrigation, etc.) that must be met to insure the success of your crop.

Purchaser’s exclusive remedy for loss or damages due to breach of foregoing warranty or contract or for negligence or other cause shall be limited, at the option of Seller, to the replacement of such product or a credit of the original purchase price of such product (excluding shipping) toward a future purchase. Seller in no event shall be liable for any other damages, whether direct, indirect, incidental, special or consequential. Reassignment of ownership or subsequent sales by Purchaser shall negate any and all claims against Seller.

### **West Union Gardens**

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