

# SHIPPING RESTRICTIONS TO CANADA AND WITHIN THE UNITED STATES

The Canadian and United States Governments have imposed the following restrictions:

**General** - All containers to AZ, BC, CA, ID, MT, NV, OR, UT, and WA must ship from Oregon only. All liners with media shipped from Minnesota or Illinois to AZ, BC, CA, ID, MT, NV, OR, UT, WA, WY must be drenched before shipping. All containers and liners with media shipped from Minnesota or Illinois to AK, AL, AR, CO, KS, MO, MS, ND, NE, NM, OK, SD, TX must be drenched before shipping. No grasses or sedges may be shipped from MN or IL to OR.

**Acer** - No *A. platanoides* or cultivars may be shipped to CT, DE, MA, ME, NH, VT. No *A. ginnala* or cultivars may be shipped to ME, VT. No *A. ginnala* may be shipped to WI.

**Aster** - No *Aster* may be shipped to the following states from MN or IL: CA, HI, ID, NV, OR, TX, UT, WA.

**Berberis** - Only approved varieties may be shipped to Canada. These include: Concorde, Rose Glow. All varieties on the BNI schedule may be shipped anywhere within the U.S. no matter the size with these exceptions: *Berberis thunbergii* - No *B. thunbergii* or cultivars may be shipped to DE, IN, MA, ME, NH, NY, PA, VT or WV. No *B. thunbergii*, *B. thunbergii atropurpurea* or cultivar Rose Glow may be shipped to MN or WI.

**Buddleia** - *Buddleia* shipped to WA from IL or MN must be drenched. First Editions® and Proven Winners® varieties are restricted to ship into OR, only sterile cultivars allowed into WA.

**Caragana** - No *C. arborescens* may be shipped to MN or WI. *Caragana* Green Spires is exempt in MN and Pendula & Walker are exempt in WI.

**Chaenomeles** - No *Chaenomeles* may be shipped to BC.

**Chrysanthemum/Leucanthemum** - No *Chrysanthemum* may be shipped to the following states from MN or IL: CA, HI, NV, OR, TX, UT, WA.

**Cornus** - No *Cornus* may be shipped to FL from IL, GA or OR.

**Corylus** - No *Corylus* may be shipped to British Columbia. No *Corylus contorta* may be shipped from Minnesota or Illinois to Washington.

**Crataegus** - No containers may be shipped to BC. No containers bearing fruit may be shipped from MN or IL to AZ, CA, ID, OR, or WA. All *Crataegus* shipped to BC must be fumigated. *Crataegus monogyna* may not be shipped to OR, WA.

**Euonymus** - No *E. alatus* or cultivars may be shipped to DE, MA, ME, MN, NH, VT. No *E. alatus* may be shipped to WI, cultivars are exempt. No *E. fortunei* may be shipped to IN, ME, MD, or NH.

**Fraxinus** - No *Fraxinus* may be shipped to Canada from MN or IL. No *Fraxinus* may be shipped to LA, MN, MI, NV, or UT. In Canada, no *Fraxinus* may be shipped to NB, NL, NS, MB, ON, QC, or SK.

**Juniperus** - No *Juniperus* may be shipped from MN to CA.

**Ligustrum** - No *Ligustrum vulgare* or cultivars may be shipped to DE, ME, NH, PA, TN.

**Lonicera tatarica** - No *L. tatarica* or cultivars may be shipped to CT, DE, IL, IN, MA, ME, MN, NH, NY, OH, PA, VT, WI, WV.

**Malus** - No containers may be shipped to BC. All *Malus* shipped to anywhere in Canada must be CVI except seed. No green and growing *Malus* may be shipped from MN or IL to CA; only dormant *Malus* not bearing fruit. No cans bearing fruit may be shipped from MN or IL to AZ, CA, ID, OR or WA. All *Malus* shipped to BC must be fumigated.

**Morus** - *Morus alba* cannot be shipped into IN or OH.

**Nandina** - *Nandina domestica* cannot be shipped to Massachusetts.

**Ornamental Grasses** - No container grown *Andropogon*, *Calamagrostis*, *Carex*, *Deschampsia*, *Festuca*, *Helictotrichon*, *Miscanthus*, *Molinia*, *Panicum*, *Schizachyrium*, *Sesleria*, *Spodiopogon*, *Sporobolus* may be shipped from MN to OR.

**Prunus** - No containers may be shipped to BC. All *Prunus* shipped anywhere in Canada must be CVI. Shipping of *Prunus* to CO is restricted in some counties. No cans bearing fruit may be shipped from MN or IL to AZ, CA, ID, OR, or WA. All *Prunus* shipped to BC must be fumigated. *Prunus cerisifera* may not be shipped from GA to WA.

**Pyrus** - No containers may be shipped to BC. All *Pyrus* shipped anywhere in Canada must be CVI except seeds and seedlings. No cans bearing fruit may be shipped from MN or IL to AZ, CA, ID, OR or WA. All *Pyrus* shipped to British Columbia must be fumigated. *Pyrus calleryana* may be shipped to DE, OH, MD, ME, PA, SC.

**Quercus** - No *Quercus* of MN or IL origin may be shipped to CA, FL or OR, unless it is contained in a quarantined area for one year.

**Rhamnus** - No *Rhamnus* may be shipped to MN, NY or Canada. No *Rhamnus* may be shipped in or out of IL. No *Rhamnus frangula* or cultivars may be shipped to IN, MA, ME, MN, NH, NY, OH, PA, VT, WI. except *R. asplenifolia* and *R. Fine Line* to PA, WI and OH.

**Ribes spp.** - No *Ribes* may be shipped to NC, NH, RI MA, ME, NJ or WV. Jostaberry may be shipped to NH with permit. MI requires a permit for most *Ribes*. No *Ribes aureum* to DE or RI.

**Robinia** - No *R. pseudoacacia* or cultivars may be shipped to MA, ME, MN, or WI. Cultivars are permitted.

**Rosa** - No cans bearing fruit may be shipped from MN or IL to WA.

**Sorbus** - No *Sorbus acuparia* may be shipped to ME.

**Ulmus** - In Canada, may ship *Ulmus* to Quebec, Ontario. Manitoba and New Brunswick only. No *Ulmus* may be shipped to NV. No *Ulmus* may be shipped from MN, IL or WA to OR. *Ulmus pumila* may not be shipped to NM, WI. *Ulmus pumila* rootstock is permitted in WI.

**Vaccinium** - No *Vaccinium* of MN or IL origin may be shipped to OR. No cans bearing fruit may be shipped from MN or IL to CA or WA.

**Vitis** - No *Vitis* may be shipped to OR or WA from MN or IL. *Vitis* shipped to NY or Canada must be CVI. All containers and bareroot shipped into ID must be CVI. *Vitis* may not be shipped to ID, NY or Canada. *Vitis* may not be shipped to OR or WA from MN or IL.

**Zelkova** - No *Zelkova* may be shipped to NV. No *Zelkova* may be shipped from MN, IL or WA to OR. In Canada, no *Zelkova* may be shipped to AB, BC, NL, or

BNI makes every effort to keep abreast of all state and federal regulations concerning the sales and movement of plant material. However, we acknowledge that the customer has the ultimate responsibility for adhering to any regulations that affect them. If you have any questions concerning the legality or appropriateness of a particular type of plant in your area, please contact your State Nursery Association, State Department of Agriculture, or your County Extension Agent. **For additional information:** [nationalplantboard.org](http://nationalplantboard.org)

# TERMS AND CONDITIONS OF SALE

## TO OPEN AN ACCOUNT

Please provide a valid State Nursery Dealer's License along with a completed credit application. You must be established in the nursery trade with a business location able to receive shipments. Our opening minimum order requirement is \$7,500 subject to other shipping requirements.

## NURSERY LICENSE REQUIREMENT

All customers must possess a valid State Nursery Dealer's License. We do not quote prices or sell to retail consumers.

## PA (PAY IN ADVANCE) ACCOUNTS

All new customers will be set up as Pay in Advance (PA) accounts. This requires a 25% deposit upon receipt of an acknowledged order, with the balance to be paid at least two weeks prior to shipment.

## CREDIT TERMS

1% discount within 10 days from invoice date, net 30 days, to customers with established credit. Discounts will not be allowed when an older balance remains unpaid. Discount is calculated on eligible plant dollars.

## ESTABLISHING CREDIT TERMS

If you wish to establish credit, please contact Credit department.

## CREDIT CARDS

We accept Visa, Mastercard, Discover, and American Express. Please contact our Credit department.

\*Effective July 1, 2024, a nominal transaction fee of 3% will be applied to all payments made using credit cards.

## SERVICE CHARGE

A service charge of 1.5% per month (18% annual) or \$0.50 minimum is charged on past due accounts. We reserve the right to change this rate with 30 days written notice.

## CHECK BY FAX

"Check by Fax" is available for your convenience. Please call us for a form.

## PRICES

- Prices named in this list are based on present market conditions and are subject to change without notice. All transactions to be in U.S. Funds.
- All nursery stock, with the exception of bareroot peonies, delivered and invoiced before November 30, 2024 will be at the 2024 prices. Bareroot peonies delivered and invoiced after August 15th, 2024 will be at the 2025 prices. Any delivery of nursery stock between December 1, 2024 and November 30, 2025 will be invoiced at the 2025 prices.
- All prices are Freight on Board (FOB) from: St. Paul, MN; Onarga, IL; Winterville, GA; and Yamhill, Dayton or Sauvie Island, OR. Freight is not included in the list price, unless indicated otherwise.
- Program fees (including Royalty and Marketing Fees) will not be eligible for any discounting, including the Volume Incentive Program (VIP) discount. Program fees are required on any plant that is patent and/or trademark protected.
- Bailey will not honor pricing errors.

## SALES TAX

Under Minnesota/Illinois Sales and Use Tax law, we are required to collect applicable tax on all gross sales of tangible personal property made in Minnesota/Illinois unless we are presented with a certificate to the effect that the property purchased is for resale or that the sale is otherwise exempt from sales tax. The law requires us to presume all sales are taxable unless an exempt status is established. Sales to out-of-state customer are exempt. If you are a Minnesota or Illinois customer or picking up in Minnesota or Illinois, please furnish us with a signed Certificate of Exemption form or we will be obliged to collect sales tax.

## ORDERS

No orders for future delivery can be booked until the previous season's account is paid in full.

## MINIMUMS

Opening order minimum is \$7,500 net to activate the account. Orders intended to be shipped must meet their required minimums.

## SHIPPING

- Please indicate your desired shipping method: combination semi, Bailey local delivery truck, motor freight, UPS, will call, or other. If no instructions are given, we will ship to the best of our judgment.
- All shipments must adhere to our minimums.
- All shipments travel at the purchaser's risk and expense, FOB: St. Paul, MN; Onarga, IL; and Yamhill, Dayton, Sauvie Island, OR; or Winterville, GA.
- Boxing, bailing, crating, and racking charges are extra.

## WILL CALLS

- All will call orders are pre-pulled. Please give 10 days notification prior to desired pick up date.
- Sufficient time must be allowed to finish loading by the posted closing time.
- Please arrive at Bailey no later than 12:30pm for loading the same day.
- When picking up your order, bring a tarp or suitable covering to protect your plants.

## BACK ORDERS

Items that have been back ordered will be shipped at a later date, if possible and when minimums are met. If economical delivery cannot be arranged, Bailey will contact you. Shipping and packaging costs will be invoiced on all back orders.

## CANCELLATIONS - BAREROOT/JUMPSTARTS\*

Order cancellations must be received prior to January 1<sup>st</sup> to avoid cancellation fees. Fees will be applied on cancellations over \$1,000:

- January: 10% cancellation fee applied according to cancellation total
- February: 15% cancellation fee applied according to cancellation total
- March and later: 20% cancellation fee applied according to cancellation total

## RESTOCKING FEE

A fee equal to 20% of the value of the order will be invoiced on all cancellations made within two weeks prior to scheduled delivery.

## GUARANTEE

We accept all orders subject to crop conditions, and we reserve the right to cancel a portion of the stock, or all thereof, should injury befall our stock from hail, windstorm, frost, other weather conditions, error in count, insect and disease injury, or other causes beyond our control. We are careful to keep our varieties true to name and will replace, at our option, any portion of the stock that may prove otherwise, or refund the price paid for such portions. It is agreed that the original price shall be the maximum damages the purchaser is entitled to. We will not be responsible for any other expenses, losses or inconvenience that the purchaser may sustain as a result thereof.

## CLAIMS

Plants are a perishable product, but with good horticultural practices losses will be minimal. Our staff is happy to share their expertise with you to maximize your success with Bailey plant material. We stand behind our plants where a pattern of losses is encountered with a particular variety or size. Where there are abnormal losses with no similar pattern among other customers, claims will be handled on an individual basis.

- Claims for non-viability must be presented as soon as the plants can be determined to be non-viable.
- Claims must be made within the calendar year that the plants were purchased, and the account must be paid in full.
- Claims for shortages or damaged stock must be submitted within 10 days of receiving product.
- Under no circumstances will Bailey be liable for more than the purchase price of the nursery stock.
- Please reference the order number or invoice with any claims.
- Claims should not be taken until a credit is issued and posted on account.

*By Placing an order with Bailey Nurseries Inc., you acknowledge and accept these terms and conditions and agree to be bound them.*