

# TERMS & CONDITIONS

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- 1.** Payments must be made in accordance with terms as listed. A minimum deposit of 10% is required to initiate all jobs with balance due upon completion. **All past due accounts after 10 days will void all warranty claims.** If the total of the contract price and any billed extras are not paid in full at job completion, Holly Days Nursery, Inc. has the right to seek legal action for the outstanding balance, reasonable attorney's fees, filing fees, and other fees associated with said legal action, as well as interest at the rate of 1.5% per month.
- 2.** Payment shall be in the form of cash or check. The buyer shall be charged a \$30.00 fee for each cancelled or returned check. The use of a credit card will require an added convenience fee equal to 2.5% of the amount being charged.
- 3.** The buyer is responsible for any permits and township fees unless otherwise stated in this contract.
- 4.** Holly Days Nursery, Inc. shall proceed diligently to commence and complete the project but shall not be responsible for delays caused by inclement weather conditions or other acts of nature.
- 5.** Any unmarked underground utilities or other unmentioned underground items that are damaged during construction are not the responsibility of Holly Days Nursery, Inc. This includes, but not limited to TV/Internet cables, sprinklers, electric cables, drainage pipes, gas lines, septic lines, and dog fencing.
- 6.** Unless specifically stated elsewhere, this estimate does not cover unsuitable/unusable soils, buried debris, buried rock or ledge, contaminated soil, buried tanks, underground utilities or underground springs, seepage areas, sink holes or empty caverns/voids. An estimate for remediation of these items will be made upon discovery.
- 7.** Any damage to concrete, asphalt, siding, stone, paint, brick, etc. will be replaced with the original material or the closest available match, make and color. When replacing the damaged item, the color may not match the remaining undamaged item due to aging and therefore, Holly Days Nursery, Inc. will not be held responsible for the replacement of the undamaged items to produce a matching color.



NURSERY, GARDEN CENTER, & LANDSCAPING

1201 HORSHAM ROAD • AMBLER, PA 19002 • 215.283.3228 • [www.hollydaysnursery.com](http://www.hollydaysnursery.com)