

The Flower Collective of Central New York LLC

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# WHOLESALE BUYER POLICIES

### Agreement to Terms & Conditions

By placing an order with the Flower Collective of Central New York LLC on RootedFarmers.com, you attest that you have reviewed the entirety of the Flower Collective's Wholesale Buyer Policies. These policies are available on our website or via email by request. The Terms listed below may be amended by action of the Board of Directors as the need arises in accordance with the governing documents. The amendments shall apply prospectively from the date of the amendment forward, but will not apply retroactively if this would prejudice the Buyer.

#### **Orders & Sales**

**Enrolling in Rooted Farmers:** The Collective utilizes RootedFarmers.com, a point of sale platform designed for the simplified distribution of locally grown cut flowers. Buyers are required to create a free account on Rooted Farmers to verify their business, which includes uploading a copy of your current resale certificate (NYS Form ST-120).

**Standard Ordering Window:** Buyers may place orders with the Collective beginning on Wednesdays at 8:00am and ending on Sundays at 5:00pm, and may make changes or additions to their order during this time without penalty. Buyers may purchase additional items during our extended ordering period until Mondays at 12:00pm without incurring any additional fees. Items added to your cart are automatically reserved for one hour before being returned to our inventory. Once an order is placed, if you need to make any changes, please contact the Collective directly.

**Emergency Orders:** Our farmers proudly harvest specifically to order, and our standard ordering window is aligned to accommodate this. We understand that there are times when Buyers may need products at the last minute. In this case, the order minimum is \$250 and all sales will be subject to a 20% emergency fee.

### **Customer Support**

**Communication Policy:** Our support team primarily communicates order confirmations, shipping notifications, and other relevant updates **via Rooted Farmers chat and/or our business email** and reserves phone communication for

urgent matters. Be sure to add our email address to your primary inbox, or it may be forwarded to promotions or spam. Buyers may also leave a voicemail or text us at our Google Voice phone number listed above.

We strive to respond to inquiries and concerns within 48 hours during regular business days, but urgent matters will be addressed promptly. Any changes to your order or delivery schedule will be communicated in advance. However rare, a farm may find that they are unable to fill an order due to unforeseen circumstances such as crop failure or extreme weather. In this instance, we will communicate this via the Rooted Farmers point of sale platform and your preferred communication method. Please feel free to contact the Collective for any assistance or clarification.

#### Guarantee

We are proud to guarantee as follows all farm-grown products for quality and freshness.

With the exception of dried and preserved products, our farmers harvest cut flowers and foliage to order, often mere hours before but no more than 48 hours prior to transport. Please note that due to weather, pests, and seasons some flowers may not be available when they typically should be and/or may not be an acceptable quality to use. Should this happen, unless a Buyer specifically indicates not to make substitutions, we will use our discretion and substitute flowers similar in look, color, and function. This means that sometimes your ideal flower may not be available, but we will use our expertise to make sure you are happy with your purchase.

Often flowers within the same variety will vary in shade of color, height, size of bloom, etc. due to variations in night temperatures, rainfall, and other natural conditions which are out of our control. Again, we will use our discretion and substitute flowers if needed. Should you have substitution flowers in mind, please make us aware of those for guidance in these decisions.

Please see our **Returns**, **Credits**, & **Refunds Policy** for specific information about filing a claim about a product.

## Returns, Credits, & Refunds

Please carefully read and review the policies below. Our refund policy is automatically voided if you are not present when your order is dropped off or if you do not communicate a claim within the specified timeline.

**Floral Supplies & Hard Goods:** Returns are accepted only if you notify us within five days of receiving your order. Ribbon and textile sales are non-returnable. The product must have its original tags and must not have been used. There is a 25% restocking fee on all returned hard goods. We will credit or replace defective or damaged merchandise, at our discretion, if you notify us within five days of receiving your order. Please send photos of the damaged merchandise along with a written description of the defect or damage. Used products and ribbon are non-returnable.

**Perishables:** We stand by the quality of our products. You are responsible for the proper transport, care, handling, and maintenance of products once received. Fresh cut flowers and greens can be returned for market credit or refund

within 24 hours of leaving our facilities if there is a quality issue. A written credit request via email must accompany the claim with a minimum of **three** pictures in clear focus detailing the problem for each damaged item and a detailed explanation of the quality issue within 24 hours of purchase. The photographs must include one image showing the affected items in a group picture with the other bunch components (for example, if a 5-stem bunch has problems with 3 blooms, please include the 2 good blooms in at least one picture). The credit or refund request must include the date received, order number, product you are requesting credit for including the quantity, and the reason for the claim.

Cut flowers and greens need to be kept cool and require storage in a cooler unless being used the same or next day or specified in the description. Heat and sun will destroy flowers and foliage. The Flower Collective of Central New York does not assume any liability for the improper handling or storage of products that leave the facility in good condition.

All membership fees and shipping charges are non-refundable.

#### **Cancellations**

Wholesale Buyers: There are no cancellations allowed after Sunday at 5:00pm. As a Buyer, you acknowledge that our farms are harvesting specifically to fill each individual order. Cancellations after an order period closes may result in the farm having to discard or otherwise lose sales on products set aside for your order. Because of this, buyers may be charged a cancellation fee of up to 100% of the product total. Our Buyers are encouraged to have upfront conversations with their clients regarding cancellations and where responsibility for payment rests, such as in the use of contracts, deposits, and insurance. We appreciate your understanding.

# **Payments**

The Flower Collective of Central New York accepts payments in the form of cash, check, and credit card. Payment is due at the time of delivery or pickup. Credit card payments on Rooted Farmers are processed on Thursday, one day after delivery or pickup. Due to the perishable nature of flowers and foliage, all orders submitted will be billed, even if a Buyer forgets an item at the pickup site or forgets to pick up their order entirely.

Payment Delinquency: All invoices must be paid on time. A fee equal to 10% of the order total will be assessed for each returned check or rejected credit card payment after pickup or delivery. In the event that payment is declined or overdue, the Flower Collective will attempt phone contact, followed by up to three written notices via email and/or Rooted Farmers chat. Accounts not brought current after the final written notice will be escalated to collections at the buyer's expense, and may result in prepayment requirements or permanent account suspension.

#### **Buckets**

Due to the shortages of buckets returned in good usable condition along with the high demand for floral buckets, our Buyers are asked to provide their own buckets. Buyers who opt for either pickup or delivery must be prepared to

transfer their order into their own buckets. If any Collective buckets need to be left behind at your location, you will be charged a \$3 bucket fee to your weekly order.

### Transport and Handling

Orders will be distributed on Wednesdays. In general, deliveries are completed between 9:00am and 12:00pm. Pickup is available on Wednesdays from either 9:00-11:00am or 3:00pm-5:00pm. Buyers will be notified the morning of delivery by the driver, and the delivery driver will call from their prior stop with a more specific estimated delivery time. Buyers have the option to select either "Pickup" or "Delivery" when they place an order on Rooted Farmers.

Pickup orders require a \$25 order minimum. Deliveries require a \$250 order minimum and will be charged a flat rate delivery fee of \$25. We offer delivery services to the following ZIP codes and towns:

- Baldwinsville (13027)
- Brewerton (13029)
- Camillus (13031)
- Central Square (13036)
- Clay (13041)
- DeWitt (13214)
- Fayetteville (13066)
- Fulton (13069)
- Jamesville (13078)
- Liverpool (13088, 13090)
- Mattydale (13211)
- Mexico (13114)
- Minetto (13103)
- North Syracuse (13212)
- Oswego (13126)
- Pennellville (13132)
- Phoenix (13135)
- Solvay (13209)
- Syracuse (13202, 13203, 13204, 13205, 13206, 13207, 13208, 13210, 13219, 13224, 13252)

Customers are responsible for the proper transport, storage, and handling of fresh products purchased through the Collective as soon as they leave our facilities. The Flower Collective of Central New York does not assume liability for the improper handling or storage of products that leave our facilities in good condition.

Thank you for your understanding and for supporting local farms!