

## Terms and Conditions of Sale

Offers: Offers herein made are for the wholesale trade only, there are **no exceptions**.

Prices: All prices are based on present market conditions and are subject to change without notice. All prices are F.O.B. our nursery and based on a 10 or more order of each item. A 20% additional charge will be placed on all orders with less than 10 of each item.

Summer Digging: We will gladly dig your order during the summer months, however, there is an **additional 25%** charge for this service. Bryan Wagoner Tree Farm, LLC assumes no responsibility for the survival of summer dug material.

Terms: Regular terms are cash, certified check, money order, personal check, Visa or MasterCard. Please do not expect credit to be given on a 24 hour notice. Established credit takes time for process and approval. **Terms for all first year customers are C.O.D. unless arrangements are made in advance. If you are given Net Terms and do not pay within those terms, your account will revert to COD.** Overdue accounts shall be charged a 1.5% per month or portion (18% per year) plus cost of collection if any. All credit applications must be signed with both business and personal guarantees or no credit will be considered.

There will be a \$35.00 service charge on all checks returned due to insufficient funds, in addition to any additional fees that are charged by the bank.

Pickup: Customers may pick up their own material or send their own trucking company to pick up their material. However, customers are asked to supply suitable covering to protect their plants. **No claims will be considered on uncovered material. There is no charge for labor to load trucks.**

### Deliveries

We will gladly make arrangements for delivery following your instructions. All trees travel at the risk of the purchaser. Any claims regarding damage during shipment should be made directly to the trucking company. **All freight charges are due when material is delivered. Please have equipment and personnel to unload the truck. Drivers are not required to unload material. Drivers allow three (3) hours for unloading. A \$50.00 per hour charge will be assessed for every hour exceeding that time limit.**

### Claims

Any claims or complaints must be made in writing within 5 days of delivery. Immediate discrepancies or issues must be noted on the signed delivery ticket. **No claims will be considered past that time.**

### Disputes

North Carolina law shall govern all of the terms and provisions of our contract. In the event that a dispute arises as to the enforcement of any of the terms and provisions of this contract, Bryan Wagoner Tree Farm, L.L.C. shall be entitled to recover any reasonable attorney fees incurred, regardless of whether or not a legal action is instituted.

### Guarantee

We warrant to the extent of the purchase price that the plants sold are true to name and as described with recognized tolerances: no other warranty is given, expressed or implied. We will under no circumstance be liable for more than the sum paid for the stock. When plants leave our possession we have no way of knowing whether they receive proper care. Therefore, **we do not guarantee that they live past inspection or be saleable.**

**All orders are booked on the understanding that the purchaser agrees to the conditions of sale as stated on the above and previous pages.**