



## Terms and Conditions

This is applicable to all our Schwope Brothers locations in Kentucky, Illinois, Missouri, and Oregon, further referred to as SBTF.

**ORDERS:** A minimum order of \$10,000 is required. All orders are subject to acceptance of our credit department. Orders are booked subject to crop growing conditions and availability. Any item may be cancelled at the option of SBTF should any stock be damaged or destroyed through drought, flood, fire, hail, or other disaster (manmade or Act of God), adjustment in inventory, or as a result of any cause beyond the control of SBTF.

**PRICES:** Prices are quoted in US Dollars and are listed for trade and shipment within the United States and Canada only, and replace all previous prices offered by SBTF. Prices do not include freight costs or royalties. SBTF offers a discount when ordering bareroot liners in quantities of 100 or more per variety and bareroot pre-finished trees in quantities of 25 or more. Quantity discounts apply per order only.

**CANCELLATIONS:** All cancellations must be submitted in electronic writing and be received prior to January 1<sup>st</sup>. Cancellations after January 1st are subject to a 10% restocking fee (\$100.00 minimum). *\*Late cancellations may jeopardize future allocations.*

**SHIPPING:** Prices for trees are FOB freight collect SBTF. All shipments travel at the risk and cost of the purchaser. Our responsibility ceases and title is transferred on delivery to the common carrier in the unlikely event damage or loss may occur. We do not accept COD orders for any shipments. SBTF strongly recommends refrigerated transportation for all plant material. In the event that the purchaser chooses to use unrefrigerated transportation, the purchaser agrees to indemnify and hold harmless SBTF and the carrier(s) for all losses or liabilities due to damages caused by temperature. Direct expenses incurred for phytosanitary certificates and fumigation of trees as required for shipment will be passed on to the purchaser.

**SHIPPING TIMEFRAMES:** Bareroot liners and bareroot pre-finished trees have a normal shipping season of January 1-March 31. Late shipping season is April 1-May 31. Bareroot material must be shipped prior to March 31<sup>st</sup>. Anything shipped after March 31<sup>st</sup> is subject to a 10% per month maintenance fee charged the first of each month for the balance of your remaining order.

**ROYALTIES:** Royalties are owed to patent and trademark owners. Royalties are in addition to the price of the plant. Designated separately on your invoice, royalties are collected by SBTF and paid to the owner of the rights.

**TERMS:** Payment terms for approved open credit accounts are NET 30 days from invoice date. Open credit account agreements incorporate all terms and conditions contained herein, on our invoices and any other referenced documents, supplements or amendments. Terms and conditions of sale include: the order form, invoices, bills of lading, letters of agreement, credit applications, and all information supplied by the customer. All are components of this sale contract. A service charge of 1-1/2% per month (18% per annum) will be assessed on all overdue accounts. All customers must provide SBTF with a valid resale certificate. In the event

you are unable to provide a valid resale certificate, SBTF reserves the right to cancel your order and/or charge you the appropriate sales tax for the state that the product is delivered to. For new orders with an immediate ship date, we offer the convenience of using your Visa<sup>®</sup>, MasterCard<sup>®</sup>, Discover<sup>®</sup>, or online ACH payment. Customers will be charged the appropriate convenience and service fees associated with the transaction. Any change in customer ownership will require a new Credit Application. SBTF holds a security interest in all nursery stock sold and may require such documents as needed to perfect such interest. Where applicable, SBTF may request information required to send lien or bond claim notices as required by state and/or federal law to preserve its rights to file a lien or bond claim.

**PLANT GUARANTEE:** SBTF expressly warrants that all trees purchased are true to name and in good and healthy condition when they leave the nursery.

SBTF expressly disclaims any other warranty, expressed or implied, as to productiveness or growth, as to results secured in transplanting, or any other consequential damages. This guarantee is not transferable and is void if payment of the contracted price for all nursery stock shipped is not made in full when due. Claims for any cause will receive consideration only when made **within 60 days** after delivery of stock or acceptance thereof. We shall in no case be liable for any sum greater than the amount originally received for said nursery stock. Product claims stemming from damage incurred during transportation should be made with the transportation company. THIS GUARANTEE IS IN LIEU OF ALL OTHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED WARRANTIES. SBTF HEREBY EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**PLANT PATENTS:** All nursery stock bearing plant patent identification numbers have been produced under license from the patent owners. Propagation or reproduction of these varieties without permission of the plant owner is in violation of plant patent law.

**DISPUTES:** In the event a dispute arises as to the enforcement of any of the terms or provisions of this agreement, SBTF will be entitled to all costs incurred including, but not limited to attorney fees, whether or not any legal proceeding is initiated. In any action to enforce this agreement, the prevailing party shall be entitled to recover its costs, disbursements, and attorney fees in connection with such action and any appeal or review. Should it become necessary to file suit to enforce this agreement, such suit shall be brought in the County of Clackamas, State of Oregon for product originating out of Oregon and the County of Jackson, State of Missouri for product originating out of Missouri.

**DISCOUNT:** SBTF is proud to offer a consolidated discount schedule with its affiliated brands. This will be set in accordance with your purchase volume, order balance, claims history, and payment timelines. Please contact your sales representative for more information.

The percentage is reviewed annually for adjustment to ongoing rates.

**PREPAYMENT:** SBTF offers a prepay discount program. Payment must be in full at the time of payment. The discount will only be applied to the order that is paid in full. Prepayments must be received before the dates below to receive the discount:

September 30: 4.0% discount  
October 31: 3.5% discount  
November 30: 3.0% discount

December 31: 2.5% discount  
January 31: 2.0% discount