

## TREE SALES ORDERS - Terms and Conditions



### TERMS

All sales are on a cash basis unless credit has been approved prior to pick up or delivery of material. Customer should preview and tag all purchases. We will be glad to select and ship trees as a convenience to our customers; however, all purchases are considered SOLD when loaded as we do not ship trees on an "approval" basis. SPECIAL ORDERS for trees not in current inventory or those that require special harvesting and/or care are NON-CANCELABLE and require a 50% Prepayment Deposit. Payment for Prepaid Orders is accepted via wire transfer of funds only. All Out-Of-State shipments must be PREPAID prior to loading. Approved accounts are due upon receipt of invoice, with a 1.5% per month interest charge on past due accounts. Failure to pay all charges due will result in credit privileges being revoked. Any account over 30 days must be paid in full prior to additional purchases being made. **All on-site purchases made by check must also include the principal's name, home address, driver's license number, and date of birth.**

**WE ACCEPT BOTH DEBIT AND CREDIT CARDS FROM VISA, MASTERCARD AND DISCOVER**

### PRICES AND DEPOSIT

Prices are for the wholesale trade only, FOB COLLINSVILLE, Texas, and subject to change without notice. Any tagged trees to be held more than 30 days will require a 25% deposit. Any tagged order delayed beyond the scheduled delivery date will be due and payable in full, or returned to inventory with the deposit forfeited on such date. The current listing cancels all previous price lists. SHADEMAKER, L.P. reserves the exclusive right to cancel sales orders, suspend credit purchasing privileges and/or substitute larger sized material.

### DELIVERY

Seller is not responsible to pay shipping expense or associated costs. Seller's liability ceases upon loading. Buyer is responsible for all transportation expense including, but not limited to: actual cost of hauling, government required permits, Phytosanitary inspections, detention or delay charges, special handling methods or equipment requirements. Delivery is available via contract carrier or our trucks at a combination or truckload rate. Customer is to provide adequate equipment and personnel at customer's sole risk to unload material; driver is not responsible for unloading. Excessive waiting or unloading time will be billed at a minimum of \$50.00 per hour. Payment is required prior to unloading material on all C. O. D. shipments. Customer or representative must be present to accept material.

### WILL CALL ORDERS

Orders to be picked up at our nursery require 48 hour notice for container stock, and a minimum of 3 days during dormant season for field stock. Field stock to be dug during warm season will need at least 2 weeks curing time.

### MINIMUM ORDER

Minimum order for customer pick-up is \$500, and \$1,000 for delivery.

### PRELIMINARY LIEN NOTICE

We require information on the developer (owner), general contractor, and lender on all job sites where material is delivered on credit. A material release will be issued upon full payment of the amount due.

### CLAIMS, LIABILITY, AND WARRANTY

SHADEMAKER, L.P. extends no warranty, either expressed or implied, including no warranty as to the suitability, longevity, merchantability or productivity of the nursery stock sold. Trees are sold on an "AS-IS", "WHERE-IS", "WITH ALL FAULTS" basis, and are only guaranteed to be healthy at time of shipment and true to name. Any claims should be made in writing within 24 hours of receiving material and liability is limited to the purchase price. Claims are considered only on fully paid orders. No liability is assumed by the seller for delay or failure to deliver due to contingencies beyond seller's control. Buyer agrees that any purchase contract shall be governed by the laws of the State of Texas both as to performance and interpretation, that Denton County, Texas, is deemed to be the place of execution of the contract and agreement, that the courts of said state and county are deemed to have exclusive venue and jurisdiction of any litigation involving the purchase of plants, and customer and guarantors agree to be bound by the decisions of such courts and to accept notice and service of any such litigation by certified mail. Buyer agrees to pay seller's reasonable attorney fees and other costs of collection.

**CUSTOMER PICKUP**

Shademaker, L.P. welcomes pickup customers. We do however, request that all pick-up orders be placed 48 hours in advance so that we may effectively assemble the order and confirm availability. Please bring essential tie-down hardware: ROPE, LOAD BINDERS, TREE REST, SHADE CLOTH, PADDING, OVERSIZE LOAD BANNERS (if applicable).

Customers are welcome to visit our tree growing facilities by scheduling an appointment via the sales office.

**Pickup hours are Monday through Friday, 8:00 AM to 3:00 PM.**

**DELIVERY INFORMATION VIA CONTRACT CARRIERS**

Estimated charges are generally quoted on per trailer, per mile basis. Seller will provide a list of contract carriers to buyer, but in no way assumes any direct responsibility for payment of freight, permits, detention, special handling consideration to a contract carrier. Buyer is solely responsible for payment of all charges to Contract Carrier upon demand.

**DELIVERY INFORMATION VIA OUR TRUCKS**

Estimated charges are quoted on a per tree or unit basis. **Minimum Delivery Charge is \$150.** Other charges may apply including, but not limited to: excessive waiting time, phytosanitary inspection, government permits, special handling requirements, quarantine compliance and/or detention. Seller will accept Partial Load Orders, but will only accommodate your requests for “drop shipment” to project sites if scheduling permits. In addition to the delivery charges quoted below, there is a \$50.00 drop charge for delivery to each offloading location. We deliver small loads via single axle flatbed trucks (26,000 lbs. GVW or less) and larger loads via 48’ drop deck trailers (80,000 lbs. GVW). Our drivers are not responsible for offloading. Please have your personnel ready to receive delivery equipped with adequate hoisting equipment and/or tree sling hardware.

**RESTOCKING FEE - Non-damaged goods returned to seller at buyer’s expense are subject to a 30% of selling price restocking fee. Do not return goods without prior written approval from seller.**

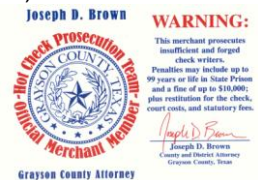
Freight Charge Estimates are based upon a \$3.50/mile cost projection to shipper.  
Any and all permit fees will be added to shipper’s invoice.  
A per mile surcharge of \$1.00/mile will apply to all loads transported over 300 miles.

Base rate freight estimate via our trucks. The following chart does not apply to CONTRACT CARRIER shipments

CONTAINER SIZE FIELD GROWN CALIPER	D/FW	50-100 miles	100-200 miles	200-300 Miles	300+ Miles Total Load	LOAD QUANTITY
MINIMUM FREIGHT	150.00	200.00	300.00	400.00	750.00	
65 Gallon - 3.00 Caliper	10.00	11.00	13.00	17.00	25.00	35
95 Gallon - 4.00 Caliper	14.00	16.00	21.00	25.00	35.00	25
150 Gallon - 5.00 Caliper	20.00	23.00	28.00	28.00	60.00	18
200 Gallon - 6.00 Caliper	25.00	30.00	40.00	48.00	70.00	15

MILEAGE CALCULATED FROM POINT OF ORIGIN – COLLINSVILLE, GRAYSON COUNTY, TEXAS  
Excessive Waiting Time After Arrival: \$50.00/hour (minimum)

**RETURNED CHECK POLICY - \$25.00 Minimum Handling Fee.** Other fees may apply, including, but not limited to, all costs of collection.



**Purchasing material from SHADEMAKER, LP. constitutes acceptance of all terms and conditions stated.**