

CONDITIONS OF SALE

Prices. All prices are based on current costs and market conditions and are subject to change without notice. All quotations are subject to prior sale. The prices listed are F.O.B. R & J Farms' nursery in West Salem. **NOTE: CUSTOMER WILL BE BILLED FOR ALL R & J FARMS NURSERY MATERIALS USED TO WRAP TREES. PLEASE BRING A TARP AT PICK-UP TO PROTECT PURCHASED TREES.**

Orders. All verbal orders must be confirmed in writing. A confirmation of the order will be sent to Customer for authorization. Labor shall commence upon return of the signed order. Specimen trees personally selected and tagged may incur an additional charge of 15% of the original price. If any tagged materials are canceled or modified, the purchaser shall be liable for 10% of the unit costs for holding the stock. Trees shipped to first time customers and customers with credit pending shall be billed C.O.D.

Solvency and Payment. The Customer agrees neither to order nor accepts goods from R & J Farms while Customer is insolvent within the meaning of Section 1301.01(W) of the Ohio Revised Code. Every order placed, or delivery accepted, while the Customer is insolvent shall constitute a written misrepresentation of solvency to R & J Farms within the meaning of ORC Section 1302.76. The Customer understands and agrees that R & J Farms may cancel extension of credit, and/or discontinue deliveries at any time; and may require all outstanding amounts to be paid in full on demand in the event sales to the customer are discontinued for any reason. The Customer hereby agrees that all amounts due R & J Farms are payable in full within thirty (30) days of any goods and services received unless otherwise changed according to the terms stated on each invoice. If any amount due R & J Farms is not paid in said period, a charge of 2% per month (24% per annum) of the delinquent balance shall accrue from the date payment is due, until paid. The Customer agrees to pay, in the event the account becomes delinquent, all costs and expenses, including but not limited to, attorney's fees or agent's fees or any other costs incurred associated with collection of the account plus all attendant collection costs whether or not litigation is initiated. The Customer authorizes R & J Farms to inquire into and obtain, at any time, from any bank, lending institution, credit reporting agency or credit reference, whether listed or the credit application or not, any and all information relating to the Customer's creditworthiness or financial condition, including personal credit reports on its owners at any time. The Customer agrees to notify R & J Farms in writing (certified mail) 30 days prior to any change of name and /or ownership of the Customer, or of the Customer's business, and further agrees to be liable for all purchases by any buyer of the business should said notification not be given. R & J Farms may, regardless of terms stated on the invoices, require all outstanding amounts to be paid in full on demand, upon change in ownership.

Delivery. All Customers are encouraged to pick up ordered stock. However, R & J Farms may arrange delivery through a qualified freight carrier upon request of Customer. All associated costs shall be allocated to Customer.

Seller's Warranty and Disclaimer. R & J Farms warrants that stock purchased is of the specific variety listed and set forth herein, and stock condition is consistent with industry standards at point of shipment from R & J Farms. R & J Farms accepts no responsibility after stock leaves the nursery. R & J Farms makes no warranty, expressed or implied, as to the productiveness or growth of stock, results after transplantation, suitability to specific planting sites, or resale marketability of any plant materials. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE STOCK TO BE PURCHASED IS FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Damages. R & J Farms shall under no circumstances be liable to Customer for any special, incidental or consequential damages.

Claims. All claims for errors, shortages, or rejections are to be made within five (5) days.

Jurisdiction and Venue. The Customer agrees that all transactions arising hereunder shall be governed and interpreted by the laws of the State of Ohio. The Customer agrees that venue and jurisdiction of any action to enforce this agreement shall be in Wayne County, Ohio.