

#### Prices

Our prices are based on current costs and market conditions. All quotations are subject to prior sale. The prices listed are F.O.B. our nursery at West Salem.

**WHEN PICKING UP TREES, PLEASE BRING A TARP TO PROTECT YOUR TREES. ALL WRAPPING OF TREES WITH NURSERY MATERIALS WILL BE BILLED.**

#### Orders

All verbal orders must be confirmed in writing. This eliminates unnecessary labor costs. A conformation of your order will be sent to you for your authorization. Upon return of your signed order, the material you wish to purchase will be dug.

Specimen trees personally selected and tagged may incur an additional charge of 15%. If any tagged materials are canceled or changed, the purchaser is liable to 10% of the unit costs for holding the stock.

Trees shipped to first time customers and customers with credit pending will be billed C.O.D.; this is to keep costs to both the customer and R & J Farms, Inc. at a minimum.

#### Freight

We encourage buyers to pick up their own stock. For those not equipped to do so, we can arrange delivery through a local freight company experienced in the handling of nursery materials. All costs incurred will be the responsibility of the purchaser.

#### Guarantee

R & J Farms, Inc. warrants that stock purchased is of the specific variety listed and set forth herein, and is in good and healthy condition consistent with industry standards at time of sale and point of shipment from the Farms. R & J Farms, Inc., accepts no responsibility after plant material leaves the nursery. R & J Farms, Inc., makes no warranty, expressed or implied, nor makes any representation as to the following:

- Productiveness or growth of any nursery stock
- Results realized in the transplanting of any nursery stock
- Plant suitability to specific planting sites or locations
- Resale or marketability of any plant material

R & J FARMS, INC. MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MARKETABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE STOCK AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. The original Purchaser's sole remedy in the event the stock purchased is not of the specific variety is expressly limited to replacement of the stock with conforming stock or refund of the purchase price of the stock.

R & J FARMS, INC. SHALL HAVE NO OTHER LIABILITY, DIRECT OR INDIRECT, OF ANY KIND FOR THE STOCK, INCLUDING LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

#### Claims

Considerations for errors, shortages, rejections are to be made within five days.

#### Terms

Net, no discount. Payable within thirty days after date of invoice. All accounts bear a service charge at 2% per month or 24% annually. Regardless of how initiated, all purchases are made in West Salem, Ohio. Purchaser agrees that all matters relating hereto are under the jurisdiction of the Courts of the State of Ohio, and shall be interpreted under the laws of the State of Ohio. Venue of any action shall lie in Wayne County, Ohio.