



## Hunter Trees, LLC

### Terms and Conditions as of 8-8-2019

**PRICES:** Current prices as detailed on [www.huntertrees.com](http://www.huntertrees.com) supersede all previous lists and quotes. Prices are F.O.B. Hunter Trees, LLC, Alpine, AL and are subject to change without notice.

**DEPOSITS:** Orders with a ship date of more than 30 days after approval require a 25% deposit. The deposit will be forfeited if the order is cancelled or does not ship in the current digging season. An additional deposit may be required on orders that are delayed. Deposits are pro-rated by invoice as the order ships.

**AVAILABILITY:** Current availability as posted on [www.huntertrees.com](http://www.huntertrees.com) is subject to prior orders, mistakes in inventory, damage by insects, acts of weather, and the growing season's unpredictability. Hunter Trees, LLC, is not liable for such discrepancies. Availability will be confirmed in the field for all orders.

**PAYMENT TERMS:** Prepayment only, except by prior arrangement. Pre-arranged credit is available (see Credit terms). All first time orders must be prepaid. Company Check, Credit Card, ACH, and Wires are accepted. There will be a \$50 charge for returned checks. COD orders are not accepted.

**CREDIT TERMS:** Loyal customers are eligible, subject to an approval process. Completion of a confidential credit application, including nursery references, is required. Approved credit terms are net 30 days, with a 1.5% service charge per month on delinquent accounts.

**SALES TAX:** Specific to destination. AL and TN are exempt on agricultural products. MS: A copy of your MS Sales Tax permit is required prior to shipping. GA: GA Sales Tax exemption certification form is required prior to shipping.

**SALES ORDERS:** Upon placing an order the customer will receive a Sales Order containing details including quantities, varieties, pricing, and shipping information. Promptly sign, date, and return the Sales Order, noting any discrepancy, to reserve your order. We will not dig trees without a signed sales order. No cancellation after an order is dug.

**SHIPPING:** Trees are dug to order, and ship by appointment to your site. Lead time varies seasonally. Sufficient equipment and crew required for unloading. Delays in unloading will incur a detention charge.

#### Options:

1. Delivery by Hunter Trees: Straight truck (12,000# max per load) available for delivery within 150 miles of Alpine, AL. Tractor Trailer (45,000# max per load) available for delivery within 300 miles. Rates quoted in advance, payment due in normal terms.
2. Contract Freight: Beyond 300 miles or as demand requires. Rates quoted in advance and confirmed at shipping. Terms: COD payable to the freight company.
3. Customer pickup: Available by appointment only. We do not provide tree tarps.

**SPRING SHIPPING:** Maintenance fees will be charged on trees that have not shipped by April 15<sup>th</sup>. Fee schedule: April 15-May 31: 10% of order, June 1-June 30: 25% of order.

**GUARANTEE:** Hunter Trees, LLC makes no warranty, express or implied, except that plants are true to name. Limit of our liability will in no case exceed the net invoice value. Should a problem be realized upon delivery, contact Hunter Trees, LLC. Proper site selection, handling, planting, and cultivation are the buyers responsibility and beyond our control. This is the nature of our wholesale business and pricing.

**DISPUTES:** In the event a dispute arises as to the enforcement of any terms of this agreement or the collection of payment for material invoiced, Hunter Trees, LLC will be entitled to all costs incurred including, but not limited to attorney fees, whether or not any legal proceeding is initiated. Should it become necessary to file suit to enforce this agreement or collect on unpaid invoices, such suit may be brought in Talladega County, Alabama.