

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. 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.***

PRICES AND DEPOSIT

Prices are for the wholesale trade only, FOB ETHEL, 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, LP. reserves the exclusive right to cancel sales orders, suspend credit purchasing privileges and/or substitute larger sized material.

DELIVERY

Delivery is available via 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 \$35.00 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, LP. extends no warranty, neither expressed nor implied, including no warranty as to the longevity or productivity of the nursery stock sold. Trees are 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 reasonable attorney fees and other costs incurred for collection.

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

SHADEMAKER, L.P.

POSTAL ADDRESS- 5505 Muirfield Court ● Flower Mound, Texas ● 75022-6489 USA

817.430.8716 ☎ 817.491.3474 (fax) sales@shademakertrees.com (e-mail)

Postal Address- Sales Office: SHADEMAKER, LP., 5505 Muirfield Court, Flower Mound, Texas 75022-6489

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sales@shademakertrees.com (e-mail) www.shademakertrees.com

CUSTOMER PICKUP

Shademaker Tree Farm welcomes pickup customers. We 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

Delivery – Estimated charges are listed on a per tree or unit basis. **Minimum Delivery Charge is \$100.** We 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 via 48’ drop deck trailers or heavy dual tandem goosenecks (32’). 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.

CONTAINER SIZE FIELD GROWN CALIPER	D/FW	50-100 miles	100-200 miles	200-300 Miles	300+ Miles Total Load	LOAD QUANTITY
65 Gallon -3.00 Caliper	10.00	11.00	13.00	15.00	\$2.00/mile	35
95 Gallon – 4.00 Caliper	14.00	16.00	18.00	20.00	\$2.00/mile	25
150 Gallon – 5.00 Caliper	20.00	23.00	25.00	28.00	\$2.00 mile	18
200 Gallon – 6.00 Caliper	25.00	28.00	30.00	33.00	\$2.00/mile	15

MILEAGE CALCULATED FROM POINT OF ORIGIN – ETHEL, GRAYSON COUNTY, TEXAS

Excessive Waiting Time After Arrival: \$35.00/hour

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



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