

Robeson Farms Tree Division (RF)
Sale of Nursery Stock
Terms and Conditions of Sale

**By signature on the front of this Invoice/Order Form, you, the Buyer,
agree to the following terms and conditions:**

1. **Price shown on availability list does not include cost of delivery.**
2. **Prepaid or COD.** All orders are prepaid or COD. Payment in full is expected at the time of pick up or delivery.
3. **Sales Tax.** Indiana customers are subject to a 7% sales tax unless a valid sales tax exemption form is provided. NEW SALES TAX FORMS MUST BE PROVIDED ANNUALLY.
4. **No Guarantee.** RF gives no guarantee or warranty, express or implied, as to the variety, productivity, or condition of any plant. Should any plant prove to be untrue to name as labeled, RF's liability, upon satisfactory proof, shall be limited to RF's option of replacement or refund.
5. **RF right to modify order.** All orders are accepted subject to inventory shortages, weather damages, and other factors beyond RF control.
6. **Split Shipment.** RF reserves the right to split-ship your order if weather conditions prevent us from digging your full order. If Buyer cannot accept a split-shipment, the order may be delayed several days, and RF will not guarantee the condition plants.
7. **Offloading.** Buyer is responsible for unloading shipment.
8. **Storage Fee.** Arrangements for pick up or delivery of trees must be made within 3 days of notification of digging. Failure to do so will result in a 3% storage fee. Robeson Farms has the right to sell trees remaining after two weeks of notification of digging to other customers.
9. **Claims or questions.** All claims or questions must be directed to the business office (address and telephone number listed on front). Claims must be made in writing within fourteen (14) days after delivery. Claims regarding quality of merchandise must be accompanied by a photograph of each plant on which a claim is made.
10. **Risk of Loss.** Buyer assumes all risk and cost of shipping and unloading.
11. **Security Interest.** RF reserves a security interest in the goods delivered to the buyer and the proceeds thereof until paid in full. Buyer shall execute documents necessary to perfect the security interest upon request.
12. **Cost of Collection.** Buyer assumes cost of collection, including attorneys' fees and delinquent account interest, for any past due or delinquent accounts.
13. **Jurisdiction.** In the event of legal dispute, Buyer agrees to Carroll County, Indiana, jurisdiction for resolution of all claims.
14. **Bad Check Charge.** A bad check charge of \$25.00 will be assessed for any NSF checks
15. **Interest on Unpaid Accounts.** Interest at 2% per month will accrue on any unpaid past 30 days;
16. **RF Limited Liability.** RF's liability on all orders is limited to refund of purchase price, exclusive of shipping and handling costs.
17. **Signature of Documents.** Buyer assumes all responsibility for trees once signed for. Person who signs must have authority to sign for trees. No refunds after signature is made.