

**HUNTER TREES, LLC**  
**TERMS AND CONDITIONS**  
July 30, 2009

**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. 'Summer Digging' is subject to an additional 15% premium.

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

**TERMS:** Cash sales only, except by prior arrangement. **Pre-arranged** credit is available to loyal customers, terms are Net 30 days, an approved credit application is required. Where applicable, Hunter Trees, LLC, may request information required to send lien or bond claim notices as required by state and/or federal law to preserve its rights to file a lien or bond claim.

**SALES ORDERS:** Upon placing an order the customer will receive a Sales Order containing pertinent 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:** Hunter Trees, LLC has retained a local freight company who is familiar with the nuances of transporting our trees, we are pleased to arrange freight for our customers, subject to the following terms: Shipping costs are the responsibility of the buyer and are payable on delivery. All shipping quotes are subject to fluctuating fuel prices and are not guaranteed. Risk of damage or loss during shipping passes to the buyer when plant material is loaded for delivery. The buyer may incur additional charges if the material is not unloaded within the freight company's allotted time frame. It is our goal to provide you with the freshest trees possible, at the best freight rate, at the most convenient timing for you. In order to facilitate this, we stage your trees at the most advantageous time for loading. To maintain this scheduling we ask that there be no postponements within three days of an agreed upon shipping date. Naturally, we will maintain next day or two day service whenever possible.

**Spring Orders:** Orders shipping after April 15<sup>th</sup> require a 25% deposit and a firm shipping date. Orders held beyond this date will be charged an additional fee for handling and maintenance.

**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 receipt of shipment, note the problem on the return packing slip and call Hunter Trees, LLC, immediately for advice on how to handle the problem. 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.