



SCHWOPE BROTHERS TREE FARMS, LLC
5609 N. BLUE VALLEY RD.
ATHERTON, MO 64058
BUSINESS OFFICE NUMBERS:
PHONE: 816-796-3519 FAX: 816-796-8617

Sales and Credit Terms and Conditions

Schwope Brothers (SBTF) Policies and Terms Control

Applicant/Buyer acknowledges that any and all sales on and extensions of credit by SBTF, are expressly conditioned upon buyers unconditional acceptance of SBTF. Sales and Credit Terms and Conditions stated herein and as hereafter amended. SBTF Sales and Credit Terms and Conditions supersede any and all terms and conditions appearing on Buyer's documents, including but not limited to purchase orders regardless of the time presented.

Authorization to Obtain Information

Applicant/Buyer grants to SBTF the continuing right to obtain credit reports involving the Applicant/Buyer or other financial and credit information and to investigate the Applicant/Buyer's financial status from time to time as SBTF may see fit. Applicant/Buyer shall sign a written authorization to obtain information in a form acceptable to SBTF on request.

Change of Ownership/Address

Applicant/Buyer shall promptly advise SBTF in writing of any change of ownership of or the address of Applicants/Buyer's business. All such notifications shall be made to SBTF in writing, within ten (10) working days of the change.

Ordering Terms

Prepaid: All new customer orders must be prepaid until a credit application has been received and processed. Accounts will be designated either "Prepaid", "COD" or "Credit". Allow 30 days for application processing.

COD: Accounts must make payment on delivery or when picking up plants.

Credit: Accounts will be allowed to make credit purchases up to an established credit limit.

Payment

Payment for all credit purchases is due in full thirty (30) days following the invoice date. After thirty (30) days, accounts are considered in arrears and an interest charge of 18% annum (1-1/2 percent per month) will accrue on the unpaid balance of the invoice. Schwope Brothers Tree Farms, LLC reserves the right to terminate credit at any time. Invoices will be sent within seven (7) business days of delivery. Failure to adhere to these terms may result in a shipping hold on all unshipped orders and/or a termination or reduction in the credit SBTF will extend. All payments are to be made to:

**Schwope Brother's Tree Farm
PO Box 601
Buckner, Mo 64016**

Delinquent Accounts

Accounts unpaid 31 days after invoice date are overdue. When an invoice remains unpaid for 60 or more days the account is considered delinquent. Delinquent accounts may lose their trade discount and may not receive shipment of additional products until the account is returned to a current status.

Deposits

A deposit will normally be required to hold plant material for longer than 30 days.

Return Check Charge

Customer will be subject to a \$35.00 return check charge.

Order Acknowledgements

SBTF Customer Service will send the buyer an acknowledgement upon receiving an order from the buyer.

Order Confirmation

All orders will be confirmed in writing by SBTF before shipping. The written confirmation shall include product availability, pricing and estimated shipping date. Customers must approve all order confirmations with Schwope Brothers Tree Farms via fax once confirmation has been received.

Nursery Stock Allocations

Customer's spring orders will receive acknowledgements immediately. Customer Orders will be allocated on December 15, and order confirmation will be sent to customer via email or fax and mail. Upon receiving the order confirmation customer must approve the order and return via fax to Schwope Brothers Tree Farms. Ordering early will insure your inventory will be allocated to your order.

Tree Tagging

All trees will be tagged with tree description, common name, scientific name, customer name, size and quantity. If customers wish to send their own tags to Schwope Brothers Tree Farms to be placed on trees, please coordinate these efforts with your sales representative and customer service rep. All customer tags must be received before January 15. After January 15 Schwope Brothers Tree Farms will print and apply tags for the customer.

Order Cancellation

All cancellations must be made to SBTF by the 1st of Feb. of each season. Any cancellation past that date may result in a cancellation of the balance of the Buyer's order. Phone will be the only acceptable method.

Delivery

All freight charges will be COD and paid to the carrier upon delivery unless other arrangements are approved with SBTF management. **New customers must arrange pre-payment or COD prior to SBTF shipping the order.**

Scheduling Delivery/Field Direct

All orders require a full working-day for processing prior to the day they are picked up or loaded for delivery. Deliveries are assembled into truck loads and drops are scheduled two days before the order is loaded at our dock. Pulling, loading, and delivery changes are cut off at 12:00 noon two days before an order is to be picked up or loaded for delivery. It may not be possible to add to a delivery after the 12:00 noon cut-off on the day before the delivery is to be loaded. Normally, additions received after 12:00 noon two days before loading will be taken as a new order. The customer is responsible for unloading the plant material at the job site. At the time of delivery, the customer will also be responsible for inspecting the plant material and Buyer must communicate damages to SBTF within 48 hours of delivery. All claims must be reported to SBTF immediately.

Conditions

Loss Due To Natural Causes: All orders awaiting shipment shall be void if stock is injured due to wind, hail, fire, frost accident, or natural causes.

Claims: Claims for errors in type, species, or color will not be considered unless made in writing within 48 hours after receipt of goods. Claims for specification, grade, or damage will not be considered. Material must be inspected before unloaded at a job site, or loaded on your truck. At that time the material can be rejected. Schwope Brothers Tree Farms LLC does not recognize claims in excess of price paid for plants. Liability will not exceed the selling price of the material delivered.

Preliminary Lien Notice: For the benefit of both the landscape contractor and Schwope Brothers Tree Farms, LLC, we will request the following information be provided when material is delivered to a job site in credit: Project name and address, legal description, owner's name and address, contractor's name and address, sub-contractor's name and address, bonding company name and address, landscape architect name and address.

Business Hours: Schwope Brothers Tree Farms, LLC is open Monday through Friday from 7:30am to 5:00pm central standard time. Nursery visits are by appointment only and should be scheduled with your sales or customer service representative.

Attorney Fees

In the event Buyer's account with SBTF is placed in the hands of an attorney for collection, Buyer promises and agrees to pay SBTF reasonable attorney's fees and costs, even though no arbitration, suit or action is filed thereon. Further, if any arbitration, suit, or action is filed to collect any sums allegedly due by Buyer to SBTF, Buyer promises and agrees to pay SBTF reasonable attorney fees and costs as fixed by the arbitrator, Court or Courts in which the arbitration, suit or action, including any appeal therein, is tried, heard or decided.