

TO PLACE AN ORDER, PLEASE PRINT AND READ THIS ORDER FORM. FILL IT OUT THEN SIGN AND DATE IT BELOW AND ON THE BACK. RETURN WITH PAYMENT BY BANK TRANSFER OR CHECK FOR 25% NON-REFUNDABLE DEPOSIT MADE PAYABLE TO SANTA & SONS CHRISTMAS TREES 24469 HIGHWAY 20, PHILOMATH, OR 97370



www.santasons.com

Business Office-24469 Highway 20, Philomath, Oregon 97370
 Wholesale Yard - 12901 Burbank Blvd, Van Nuys, CA
 Phone (541)929-3572 (818)501-8637 info@santasons.com

2012 Order Form California Wholesale Yard

THIS ORDER FORM IS ONLY FOR CHRISTMAS TREES ORDERED **BEFORE OCTOBER 17TH, 2012** TO BE PICKED UP WITH BUYER'S TRUCK FOB VAN NUYS, CA DELIVERY AVAILABLE IN GREATER LOS ANGELES AREA

CUSTOMER NAME	CUSTOMER TELEPHONE	DELIVERY ADDRESS (IF REQUIRED)	DATE REQUIRED

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	Select Premium Grade Noble Fir Christmas Trees 5' - 6'	\$34.00	
	Select Premium Grade Noble Fir Christmas Trees 6' - 7'	\$39.00	
	Select Premium Grade Noble Fir Christmas Trees 7' - 8'	\$48.00	
	Select Premium Grade Noble Fir Christmas Trees 8' - 9'	\$68.00	
	Select Premium Grade Noble Fir Christmas Trees 9' - 10'	\$92.00	
	#1 Grade Nordmann Fir Table Trees 2' - 3½'	\$14.00	
	#1 Grade Nordmann Fir Table Tree 3½' - 4½'	\$18.00	
	#1 Grade Noble Fir Christmas Tree 5' - 6'	\$29.00	
	#1 Grade Noble Fir Christmas Tree 6' - 7'	\$33.00	
	#1 Grade Noble Fir Christmas Tree 7' - 8'	\$39.00	
	#1 Grade Noble Fir Christmas Tree 8' - 9'	\$54.00	
	#1 Grade Noble Fir Christmas Tree 9' - 10'	\$68.00	
	#2 Grade Noble Fir Christmas Tree 6½' - 8½'	\$25.00	
	#1 Grand Fir or #1 Douglas Fir Christmas Tree 5' - 6'	\$25.00	
	#1 Grand Fir or #1 Douglas Fir Christmas Tree 6' - 7'	\$27.00	
	#1 Grand Fir or #1 Douglas Fir Christmas Tree 7' - 8'	\$29.00	
	#1 Grand Fir or #1 Douglas Fir Christmas Tree 8' - 9'	\$35.00	
	Total		\$ _____

SIGNATURE	DATE	PAYMENT CHECK AMOUNT

PAYMENT TERMS: 25% ORDER DEPOSIT BEFORE OCTOBER 17TH / BALANCE DUE NOVEMBER 1ST, 2012
FOB. PRICES QUOTED ARE FOR WHOLESALE CHRISTMAS TREES
PICKED UP WITH BUYER'S TRUCK AT THE LOS ANGELES VALLEY COLLEGE YARD

Santa & Sons Christmas Trees
TERMS AND CONDITIONS OF SALE

1. **Agreement.** Seller agrees to sell, and Buyer agrees to purchase, the items listed at the prices stated on the attached Quote, on the terms and conditions that follow.

2. **Buyer Resale Certificate.** Buyer agrees to provide Seller with a photocopy of a valid California resale certificate issued by the California State Board of Equalization in the name of the Buyer or the Buyer's company. All transactions without a valid resale certificate on file will be charged 8.75% Sales Tax.

3. **Purchase Price.** The Total stated on the Quote is subject to the following terms:

3.1. **Nonrefundable Deposit.** 25 percent of the purchase price shall be paid in cash or by check upon execution of this agreement, and is nonrefundable. To qualify for the prices quoted herein deposits must be received before **October 17th, 2012.**

3.2. **Final Payment.** Final payment for the full amount of the **remaining balance is due on or before November 1st, 2012**

3.3. **Interest.** Account balances more than 30 days past due shall be assessed an additional charge of 1.75 percent of the outstanding balance per month.

3.4. **Cancellation.** Buyer may cancel its obligations under this agreement by notifying Seller, in writing, not later than 60 days before the delivery date in paragraph 3.3, below. No portion of the purchase price shall be refunded after that date. Buyer's deposit shall not be refunded.

3.5. **Independent Covenant.** Buyer agrees that its duty to pay the purchase price is independent of Seller's duties under this agreement.

4. **Date and Location for Delivery.** Unless otherwise agreed in writing, Seller shall have all of the trees ready for loading at 9:30 am on _____, **2012** at the Seller's place of business located at 12901 Burbank Blvd, Van Nuys, CA 91401.

4.1 **Delivery** shall be final when the purchased Christmas trees have been loaded onto Buyer's truck. Unless otherwise agreed in writing, delivery takes place between 9:30 am and 7:00 pm at the Seller's place of business.

4.2 **Date for pickup** Unless otherwise agreed in writing, Buyer agrees to pick up all of the ordered Christmas trees not later than 7:00 pm on _____, **2012.**

5. **Loading of Christmas Trees.**

5.1. **Loading** The Christmas trees will be loaded onto Buyer's trucks by Seller's crews.

5.2. **Risk of Loss.** Trees will be loaded onto Buyer's trucks by the Seller, and all risk of loss or damage to the trees during the loading of the trees is the responsibility of the Seller. Buyer bears responsibility for any damage to purchased items immediately after the truck leaves the Seller's place of business.

5.3. **Freshness.** Seller warrants that all trees will be fresh on the day of this transaction. Seller cannot guarantee freshness beyond that date.

6. **Limitation of Liability.** Buyer agrees that Seller will not be liable for, and that Buyer shall indemnify Seller for all costs, damages and expenses incurred by Seller related to: (i) any allergic reactions to the products purchased; (ii) injury or damage to persons or property caused by insects on or in the purchased products at delivery; (iii) injury or damage to persons or property caused by any purchased product after delivery is complete.

7. **Disclaimer.** There are no warranties other than those stated in this agreement. SELLER EXPRESSLY DISCLAIMS THE

IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. In no event shall Seller be liable for any incidental or consequential damages, including but not limited to personal injury, property loss, or lost profits.

8. **Force Majeure.** Seller shall not be liable for any failure or delay in performance under this agreement to the extent that the failures or delays are proximately caused by forces beyond Seller's reasonable control and occurring without its fault, including, without limitation, natural disasters, war, imposition of government restrictions, and failure of suppliers, subcontractors, and carriers.

9. **Collections Costs; Attorney Fees.** Buyer agrees to pay any costs of collection incurred by Seller, including reasonable attorney fees, regardless of whether an action is filed. In any proceeding to enforce or interpret this agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees, costs, and expenses incurred by the prevailing party before and at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review.

10. **Modification.** No modification of this agreement shall be valid unless it is in writing and is signed by all of the parties.

11. **Integration.** This agreement is the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this agreement. This agreement shall supersede all prior communications, representations, and agreements, oral or written, of the parties.

12. **Waiver.** Waiver by any party of strict performance of any provision of this agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

13. **Venue and Personal Jurisdiction.** It is agreed that venue of any action filed to enforce this agreement shall lie in any court in Los Angeles County, California, having jurisdiction of the subject matter, and that the parties are subject to personal jurisdiction in Los Angeles, California.

14. **Governing Law.** This agreement shall be interpreted and enforced according to the laws of the State of California.

AGREED:

Seller: Santa & Sons Christmas Trees

By: _____
Mark Rohlf, Owner Date: _____

Buyer: _____

By: _____ Date: _____

By: _____ Date: _____