

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



## Wholesale Christmas Trees

2012 Oregon Price List / August 17<sup>th</sup> Order Form  
 Minimum Order is 200 Trees Picked up at the Farm in Oregon

Business Office: 24469 Highway 20, Philomath, Oregon 97370  
 Phone: Oregon (541) 929-3572 California (818) 501-8637

| QUANTITY | DESCRIPTION   | PRICE EACH<br>F.O.B. OREGON | AMOUNT               |
|----------|---|-----------------------------|----------------------|
|          | Select Premium Grade Noble Fir Christmas Trees 5' - 6'  | \$30.00                     |                      |
|          | Select Premium Grade Noble Fir Christmas Trees 6' - 7'  | \$34.00                     |                      |
|          | Select Premium Grade Noble Fir Christmas Trees 7' - 8'  | \$42.00                     |                      |
|          | Select Premium Grade Noble Fir Christmas Trees 8' - 9'  | \$57.00                     |                      |
|          | Select Premium Grade Noble Fir Christmas Trees 9' - 10' | \$80.00                     |                      |
|          | #1 Grade Nordmann Fir Table Trees 2' - 3½'              | \$12.00                     |                      |
|          | #1 Grade Nordmann Fir Table Tree 3½' - 4½'              | \$15.00                     |                      |
|          | #1 Grade Noble Fir Christmas Tree 5' - 6'               | \$24.00                     |                      |
|          | #1 Grade Noble Fir Christmas Tree 6' - 7'               | \$27.00                     |                      |
|          | #1 Grade Noble Fir Christmas Tree 7' - 8'               | \$34.00                     |                      |
|          | #1 Grade Noble Fir Christmas Tree 8' - 9'               | \$44.00                     |                      |
|          | #1 Grade Noble Fir Christmas Tree 9' - 10'              | \$57.00                     |                      |
|          | #2 Grade Noble Fir Christmas Tree 6½' - 8½'             | \$21.00                     |                      |
|          | #1 Grand Fir or #1 Douglas Fir Christmas Tree 5' - 6'   | \$19.00                     |                      |
|          | #1 Grand Fir or #1 Douglas Fir Christmas Tree 6' - 7'   | \$21.00                     |                      |
|          | #1 Grand Fir or #1 Douglas Fir Christmas Tree 7' - 8'   | \$24.00                     |                      |
|          | #1 Grand Fir or #1 Douglas Fir Christmas Tree 8' - 9'   | \$26.00                     |                      |
|          | SIGNATURE   | DATE                        | DEPOSIT CHECK AMOUNT |
|          |   |                             |                      |

**PAYMENT TERMS: 25% DEPOSIT WITH ORDER / BALANCE DUE OCTOBER 17<sup>TH</sup>, 2012**  
**PRICES QUOTED ARE FOR CHRISTMAS TREES PICKED UP AT THE FARM IN OREGON FOB.**  
**BUYER IS RESPONSIBLE FOR PROVIDING TRUCKS AND PAYING FREIGHT CHARGES**  
**DIRECTLY TO THE TRUCKING COMPANY.**

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

2.1. 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 on or before August 17<sup>th</sup>, 2012.**

2.2. Final Payment. Final payment for the full amount of the **remaining balance is due on or before November 1<sup>st</sup>, 2012**

2.3. 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.

2.4. Cancellation. Buyer may cancel its obligations under this agreement by notifying Seller, in writing, not later than 30 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.

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

**3. Delivery.**

3.1. Responsibility to Provide Trucks. **The Buyer is responsible for ordering and providing the trucks to haul all of the Christmas trees that the Buyer has ordered.** Buyer is responsible for and agrees to pay shipping charges directly to the shipper. Failure to provide said trucks does not relieve Buyer of any of the Buyer's obligations to pay the full purchase price under this agreement.

3.2. Risk of Loss. Buyer immediately bears responsibility for any and all damage to purchased items once the items are loaded onto the Buyer's Truck. If damage occurs en route, Buyer agrees that it will pursue redress only through the carrier or carriers charged with delivery.

3.3. Loading The Christmas trees will be loaded onto Buyer's trucks by Seller's crews. Delivery shall be final when Buyer's trees have been made ready and are available to be loaded onto Buyer's truck on the agreed delivery date in Section 3.4 below, and is irrespective of whether Buyer has provided trucks to be loaded.

3.4. Delivery Date and Location. Unless otherwise agreed in writing, Seller shall have the trees ready for loading at 7:30 am on

\_\_\_\_\_, **2012**, at the Seller's place of business. Unless otherwise agreed in writing, delivery takes place between 7:30 am and 4:00 pm at the Seller's place of business located in Oregon at

**Grand Fir & Douglas Fir 26240 Cory Rd, Junction City, OR 97448**  
**Noble Fir 90255 Fish Hatchery Rd, Leaburg, OR 97489**

3.5. Freshness. Seller warrants that all trees will be fresh on the initial mutually agreed delivery date stated in section 3.3. Seller cannot guarantee freshness beyond that date.

**4. 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.

**5. 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.

**6. 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.

**7. 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.

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

**9. 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.

**10. 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.

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

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

**AGREED:**

**Seller: Santa & Sons Christmas Trees**  
**24469 Highway 20, Philomath, OR 97370-9792**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mark Rohlfs, Owner

**Buyer:** \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_