



LAWYER NURSERY, INC.

1-800-551-9875

TERMS AND CONDITIONS OF SALE

PRICES: Prices are in U.S. Dollars, are based on present market conditions, and are subject to change without notice. All prices are ex. nursery warehouse in Plains, Montana.

MINIMUM ORDER: Minimum order for seed is \$5.00 per item. \$25.00 total order.

RESTRICTION OF SALE: Seeds are offered for sale to knowledgeable professionals only. Buyer certifies that all goods are purchased for use or consumption in connection with the production of horticultural, agricultural or forestry or related products as a business enterprise.

BACK ORDERS: Many seeds are collected and are available only on a seasonal basis. Unless you advise us otherwise, your seed order will be considered a standing order and held until seed is available. If after one year seed is still not available, your standing order will be automatically cancelled.

CANCELLATIONS: Any cancellation or reduction by customer in quantity ordered must be made in writing. Cancellations cannot be made once order is accepted without our consent. Seeds special ordered or special collected may require advance payment and cannot be canceled by customer.

RETURNS: Our seeds cannot normally be returned without the express written permission of Lawyer Nursery, Inc. In all cases goods cannot be returned after they have been accepted, cleaned, processed, improperly stored, planted, or otherwise treated, modified or used in any way.

NON-GUARANTEES: All seeds are sold "as is" without warranty, express or implied, as to quality, variety, description, productiveness, merchantability or results secured in planting. Purity and germination of seeds, when mentioned are for information only and without warranty. We are specifically not responsible for the phenomenon of hybridization often unforeseen in spite of all the care taken in regard to the selection of the seed source. All seed is offered for sale subject to crop yield and prior sale.

CONTINGENCIES: We reserve the right to prorate or cancel any order, in whole or in part, because of: strikes, labor shortages, fire, frost, flood, drought, disease, casualty, errors in count, spoilage, or other circumstances beyond our control.

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TAXES: Any taxes arising from the purchase, use or resale of the goods, such as sales tax, or any other local tax, are the responsibility of the Buyer.

LIMITATION OF LIABILITY: Lawyer Nursery, Inc's maximum liability, whether contractual or negligence or otherwise, is limited in amount to the amount paid to Lawyer Nursery, Inc. for the purchase of seeds under all circumstances and regardless of the nature, cause or extent of the loss.

PAYMENT TERMS: To those with established credit we extend our usual terms of 30 days net from the day of invoice; otherwise payment must accompany order by check or VISA or Mastercard. Overdue accounts will be charged interest at the rate of 1.5% per month or an annual rate of 18% or the maximum allowable legal rate. Buyer assumes ownership and responsibility for goods at the time of shipment; however, Lawyer Nursery, Inc. retains a vendor's interest in all goods until such have been paid for in full.

SHIPPING: All seeds shipped at Buyer's risk and expense from our warehouse at Plains, Montana. We charge for packing materials at our cost. Unless given specific instructions we will ship by the method we think best. Domestic shipments usually travel UPS.

RECEIVING & ACCEPTANCE: Seed is perishable. All shipments should be immediately and carefully unpacked and inspected on arrival and then placed in proper storage. Any problems with the condition or quality or quantity of goods received should be brought to our attention immediately. Quantity is proved by shipping documents.

CLAIMS: Claims for any cause must be made in writing within 5 days after arrival of goods, which period of time is expressly agreed to be reasonable. If buyer does not give such notice, Buyer agrees to have irrevocably and unconditionally accepted the goods. Lawyer Nursery, Inc. furthermore will not consider any claim after seed has been cleaned, processed, improperly stored, planted, or otherwise treated, modified or used in any way. Claims for losses while goods are in transit must be filed directly with the carrier.

SEVERABILITY: In the event that any part of these terms and conditions of sale is held to be illegal or unenforceable in any jurisdiction, the other parts shall nonetheless remain in full force and effect. These terms and conditions of sale may not be changed or amended except by written agreement signed by an officer of Lawyer Nursery, Inc. By acceptance of the seed, the buyer acknowledges that the limitations and disclaimers herein described are the conditions of sale and that they constitute the entire agreement between buyer and seller.

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Lawyer Nursery is experienced in shipping seeds to customers throughout the world. Foreign shipments often require special packing, handling and document preparation.

IMPORT RESTRICTIONS: The buyer must first consult with the authorities of the importing country and then advise Lawyer Nursery INC of all the applicable importation restrictions, pre-export inspections, fungicidal treatment or fumigation required, and special documentation needed to import the seeds into their country. Lawyer Nursery INC will endeavor to comply with our customer's requests for assistance in meeting the regulations of the importing country. However the responsibility in all matters related to such regulations is ultimately with the buyer and we will assume absolutely no liability whatsoever.

IMPORT PERMITS: Many countries require an import permit to import seeds. Please FAX us a copy of your import permit at least two weeks prior to the expected shipping date. If we do not receive your import permit prior to dispatch, we will assume none is required.

PHYTOSANITARY CERTIFICATION: We will provide a Phytosanitary Certificate (PC) issued by the proper authority in the United States. The buyer will be charged for our costs in obtaining the inspection and issuance of the PC. Lawyer Nursery Inc accepts no responsibility or liability in connection with the issuing authority's errors or omissions in the inspection or preparation of the PC.

DISINFESTATION OR DISINFECTION: Pre-export chemical treatment will be provided by a licensed pesticide applicator, at our cost, at the request of the buyer. The buyer assumes all responsibility for loss, damages or liability of any kind as the result of requested treatments, or for treatments by the authorities of the importing country.

EXPORT DOCUMENTS: The following charges are for the account of the buyer when requested by the buyer or required by the importing country:

Phytosanitary Certificate \$50.00 (maximum)
Certificate of Origin 20.00
Legalization of Documents 100.00 (per document copy)
ISTA Certificate 100.00 (per seed lot)

OECD CERTIFICATION: We can supply OECD Provanence Certification for seed lots property certified by the authorities in Washington and Oregon. Since it is anticipated that any purchase of seeds within the scope of the OECD Scheme will be in large quantities, we will provide documentation without charge.

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SHIPPING: All shipping costs are paid by the buyer unless we specifically quote C&F or CIF. Shipments to countries other than Canada should travel by air. For large consignments we recommend that we use our established air freight forwarders from whom we constantly negotiate the lowest possible rates. Air shipments are normally dispatched from Spokane or Seattle, Washington airports. We recommend sending small orders to most countries by Air Mail to avoid excessive handling charges by air carriers.

EXPORT PACKING: We will use the material and method we judge best unless given specific instructions by the buyer. We normally pack in heavy fiber cartons or drums or woven poly bags suitable for long distance travel. However, in spite of all the precautions, shipments may still damage in transit and the buyer is urged to immediately inspect the goods.

INSURANCE: We can provide Marine Casualty Insurance for loss or damage in transit if the buyer so requests. The cost of the insurance will be paid by the buyer unless our prices are quoted CIF. All insurance claims are the responsibility of the buyer to settle. If the goods are not insured, they travel at the risk of the buyer.

CUSTOMS AND QUARANTINE CLEARANCE: It is the responsibility of the buyer to handle the clearance of the goods through their country's customs and agriculture quarantine in inspection service. Lawyer Nursery INC simply is not in a position to assist or participate in such matters and therefore accepts no responsibility or liability in connection therewith.

PAYMENT: Advance payment is required in all cases for open accounts established and in good standing in Canada, Japan, Australia, New Zealand, Great Britain and most EC countries. Commercial drafts from established firms should be drawn on a United States bank. For all others, we will accept payment by letter of Credit (LC), Bank-to-Bank(T/T), or by Certified Bank Check, Visa and MasterCard are also accepted. All banking are for the account of the buyer.

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