



# Silver Bells Tree Farm

3869 Victor Pt. Rd.

Silverton, OR 97381

[sales@silverbellsblue.com](mailto:sales@silverbellsblue.com)

Phone: (503) 873-2036 Fax: (503) 873-2035

## Sales Agreement “General Terms”

**Agreement:** The purpose of this Agreement is to set out terms for the sale of cut Christmas Trees.

**Seller:** Silver Bells Tree Farm, an Oregon Business.

**Purchaser:** As stated in “Schedule A” and “Order Confirmation”.

**Currency:** All prices and payments are in U.S. Dollars.

**F.O.B. Sales:** All sales are F.O.B. Silver Bells Tree Farm, except for selected western states where delivery is an option. A delivery charge will be added for “delivered” sales.

**Wholesale Sales:** Silver Bells Tree Farm is a wholesale Christmas Tree Farm with a minimum order of 350 trees.

**Size and Grade:** Sizing and Grading will conform to USDA standards. Sizing is to the industry standard “fold point”. Seller strongly advises Purchaser to inspect trees prior to shipment.

**Variance:** Seller has no control over weather or acts of God, and therefore retains the right to reduce order by up to 20%. Every effort will be made to fill orders exactly as requested.

**Warranty:** Seller makes no claim as to merchantability and recognizes that cut Christmas trees are a perishable product. Seller is responsible for trees sold F.O.B. until Purchaser’s shipper signs for trees at Silver Bells Tree Farm. Seller is responsible for delivered trees until Purchaser signs for trees upon delivery.

**Delivery:** Seller will load “F.O.B.” shipments in the order carriers arrive at the farm. Purchaser will have a maximum of three hours to complete unloading of “delivered” shipments. Any charges incurred for delayed unloading will be back charged to Purchaser.

**Shipping Window:** Due to many variables beyond Seller’s control, Seller reserves a three day shipping or delivery window which includes Purchaser’s requested shipping or delivery date plus the following two days.

**Claims:** Any claim by Purchaser as to quantity or quality must be made to Silver Bells Tree Farm within 24 hours of receipt of product. Claims must be made by telephone, fax and U.S. Postal Service. Discrepancies must be noted on shipping papers and papers returned to Seller’s place of business with 48 hours of receipt of product.

**Reduction of Order:** Seller will attempt to accommodate changes to orders. All changes to orders must be submitted to Seller in writing. Full or partial order cancellations after September 1 may be subject to a 25% cancellation fee.

**Back Orders:** If part of an order is unable to fit on a load, a back order will automatically be created at the discretion of the Seller. Seller will notify the Purchaser as to the status of his back order.

**Payment:** All orders require a 25% down payment due at the time of ordering. Terms are cash-in-advance due October 1 or net December 31 on approved credit. Past due accounts will accrue 1 ½ % per month interest.

**Liabilities:** Seller is not liable for acts beyond his control such as weather, disaster, strikes, labor shortages, disease or fire. Under no circumstances will Seller be liable for sums in excess of what Purchaser has paid Seller. Seller is not liable for any lost profits claimed by Purchaser.

**Notices:** All notices, demands or communications will be addressed to Silver Bells Tree Farm at its place of business or to Purchaser at his or her address listed on “Schedule A”.

**Governing Law:** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Oregon. In the case of a dispute, the parties agree to use mediation. If mediation is unsuccessful, the parties agree to binding arbitration to resolve any and all disputes between the parties. Each party will pay their own legal expenses and split the mediation and arbitration expenses equally, regardless of the final outcome. Mediation and Arbitration will take place in Marion County, Oregon.

**Assignment:** Neither the rights nor the obligations of any party to this Agreement may be transferred or assigned without written consent of the other party.

**Binding Effect:** This Agreement shall be binding upon and shall inure to the benefit of the parties and the respective successors and, if applicable, permitted assigns.

**Third Party Beneficiaries:** Each party intends that this Agreement shall not benefit or create any right or cause of action in any person other than the parties or as specifically expressed in this Agreement.