

## **Terms & Conditions**

- 1. All prices are FOB our farm.
- 2. All shipping charges are the responsibility of the buyer.
- 3. Orders are subject to acceptance by B.R.E.F. (Buck Run Evergreen Farms) upon receipt.
- 4. Balance due on pickup by buyer or delivery to buyer by carrier. Payment other than by cash, bank, or certified check only with credit approved before November 15.
- 5. Minimum order to be shipped is 20 trees unless special delivery arrangements can be made by buyer or B.R.E.F.
- 6. All sales are made understanding that B.R.E.F. shall not be liable in the event of crop loss or product damage due to causes beyond our control.
- 7. B.R.E.F. liability ceases when product is delivered to the carrier. If count varies from invoice, breakage occurs, or trees suffer through delay in transit, B.R.E.F. must be called and claims must be made to carrier immediately.
- 8. Shipping schedule will be coordinated with customer's needs in the Fall. We will attempt to honor requested shipping dates. However, harvest and shipment will be governed by climatic conditions to assure best quality possible. B.R.E.F. will not be responsible for delays in delivery due to weather and other circumstances beyond our control.
- 9. B.R.E.F. reserves the right to change sizes and quantities ordered after consultation with buyer.
- 10. All freight costs to be paid directly to the carrier and separate from payment made for trees.
- 11. It is the **customers' responsibility to have ample manpower on hand** to unload at the time of delivery to ensure expeditious unloading of the trees. Failure to do so can incur additional charges from the delivering freight company, at their discretion, payable to them at the time of delivery. Also multiple drops of a single customer order may incur additional drop charges payable to the delivering freight company at the time of delivery.
- 12. Pennsylvania sales tax information: Each Pennsylvania customer must supply sales tax exemption number below.



## **Pennsylvania Sales Tax Information**

Pennsylvania Sales Tax Blanket Exemption Certificate

## NAME OF SELLER OR LESSOR:

Buck Run Evergreen Farms, 68 Schuylkill Mountain Road, Schuylkill Haven, PA 17972

I certify that, unless I advise you to the contrary in writing, all property purchased hereunder is exempt because:

"Property will be directly used by purchaser in his Farming Operations, which are performed as a business."

Provisions of this certificate are a part of every transaction between parties herein. I am authorized to execute this Certificate and claim this exception. Misuse of this certificate by seller, lessor, buyer, lessee, or their representatives is punishable by fine and imprisonment.

Signature:	Date: