

# Terms & Conditions of Sale...

<b>ORDERING &amp; SHIPPING INFORMATION</b>	<ul style="list-style-type: none"> <li>Product is reserved on a first-come, first-serve basis.</li> <li>Mail, call or fax in your order.</li> <li>For minimums and delivery fees, see map and chart on "Freight Information" page.</li> </ul>
<b>PAYMENT TERMS</b>	<p><b>COD:</b></p> <ul style="list-style-type: none"> <li>Use our convenient <b>Check Drafting Service</b>.</li> <li>We accept Visa, Mastercard, and Discover.</li> <li>Payment may be made upon delivery.</li> </ul> <p><b>2% Net 30:</b></p> <ul style="list-style-type: none"> <li>2% discount may be taken if payment is postmarked within 10 days of the invoice date OR pay within terms.</li> <li>Discount not available for payments made with credit cards or debit cards.</li> <li>For tardy accounts, a 1½% monthly service charge will be applied; and/or your account may be reviewed, future orders may be put on hold, or credit status may be forfeited.</li> <li>Credit Limit will apply to all charge accounts.</li> </ul> <p><b>GENERAL TERMS:</b></p> <ul style="list-style-type: none"> <li>Penalty for returned check: we reserve the right to charge a fee for returned checks and/or place the account on a "cash only" basis for repeated offenses.</li> <li>Any accounts (COD or charge) turned over to an attorney for collection will pay reasonable fees plus cost of collection.</li> </ul>
<b>ORDER CHANGES</b>	<ul style="list-style-type: none"> <li>No substitutions will be made by Jolly Farmer without NOTIFICATION.</li> <li>Delivery of small postponements will be made only at Jolly Farmer's discretion.</li> </ul>
<b>CANCELLATIONS</b>	<ul style="list-style-type: none"> <li>No cancellations can be made by customer without the CONSENT OF THE SELLER.</li> </ul>
<b>PRODUCT CLAIMS</b>	<ul style="list-style-type: none"> <li><b>SHORTAGE CLAIMS:</b> All shortage claims MUST be recorded on the invoice at time of delivery. It is your responsibility to check for numbers at time of delivery. Inspect your shipment while our driver is there, recording any order discrepancies on the invoice. Once the delivery receipt is signed, we cannot honor any further shortage claims.</li> <li><b>PRODUCT CLAIMS:</b> All product claims MUST be made within 24 hours of delivery. Product claims consist of quality claims or shipping damage noted after product is taken out of case or sleeve. Claims made more than 24 hours after delivery may not be honored.</li> </ul>
<b>LIMIT OF LIABILITY</b>	<ul style="list-style-type: none"> <li>We warrant, to the extent of the purchase price, that plants are as described on the container or invoice, within recognized tolerances. We give no other or further warranty, express or implied, and all other or further warranties, including any warranties of merchantability or fitness for a particular purpose are excluded. We shall not be responsible for loss of any product, profit or any other indirect special or consequential damages. Any mislabelled product is subject to our limit of liability, i.e. to the extent of purchase price.</li> <li>Jolly Farmer Products shall not be obligated to supply the Customer with product to the extent that any event or condition reasonably beyond the control of the Company affects, prevents, restricts or delays the production, transportation, delivery or sale of product; including without limiting the generality of the following: storm, flood, earthquake or other acts of God; impassable roads, accident, fire or explosion; hostilities of war, or civil unrest, strikes, lockouts, or other labor disturbances; or loss, curtailment or shortage of equipment, labor or materials.</li> <li>We are not responsible for printing or typographical errors. In the event of an erroneously published price, the correct price will be charged.</li> </ul>
<b>PRICES</b>	<p>All prices are in U.S. currency and are SUBJECT TO CHANGE...(IF UNUSUAL CIRCUMSTANCES OCCUR). We reserve the right to add surcharges should costs escalate.</p>



56 Crabbe Road, Northampton, NB Canada E7N 1R6  
(U.S. mailing address: Box 787, Houlton, ME 04730)

Phone: 800-695-8300 • Fax: 800-863-7814

Web Site: [www.jollyfarmer.com](http://www.jollyfarmer.com) • e-mail: [sales@jollyfarmer.com](mailto:sales@jollyfarmer.com)



2011  
*Summer & Fall*

**FINISHED PRODUCT  
PRICE LIST**

**Jolly Farmer®**

*"Integrity, Quality and Reliable Service since 1967"*

