

CREDIT AGREEMENT

ALL SALES ARE F.O.B. BONNERS FERRY, IDAHO. Prices set forth on this order represent those in effect on the date of this order, and are in U.S. funds, but shall be subject to modification by Circle D Farm Sales, Inc. If the final price should exceed the order price by more than ten (10%) percent, Circle D Farm Sales, Inc. shall notify customer at least fourteen (14) days prior to the date of the shipment. If the final price is unacceptable, customer may cancel order by the delivery of written notice to Circle D Farm Sales, Inc. within ten (10) days of receipt of above notification.

TREE SUBSTITUTION—PRICE VARIATION

The quantity of trees may vary from that ordered. Circle D Farm Sales, Inc. reserves the right to substitute trees of different size or type if supplies are insufficient to meet order requirements. In the case of the delivery of substituted trees, customer will be charged actual price of the trees delivered provided that in no case will the customer be charged an amount greater than the high-est priced tree ordered.

PAYMENT TERMS

A 25% confirmation deposit is required for all new customers prior to February 15th. Cancellations received after March 1st will be subject to a 25% cancellation fee of the total cost. A two hundred (\$200.00) dollar charge will be assessed on orders totaling less than a full truck load. All plants held after May 15th will be assessed a charge for handling, healing in, and watering. All sums due shall be paid by the due date of the invoice, in U.S. Funds. In the event the purchaser fails to pay by the due date of the invoice, purchaser shall be deemed in default of this agreement and Circle D Farm Sales, Inc. shall, at it's option, after five (5) days following written notice of default, be entitled to recover the product from purchaser. Circle D Farm Sales, Inc. shall also be entitled to recover from purchaser all expenses associated with retaking possession of the product as well as any damages associated with the reduction in value of the product plus any attorney's fees or costs that are incurred in pursuing enforcement of it's remedies. Overdue accounts are subject to a service charge of 2% per month of the outstanding balance. Funds may be trans-ferred electronically to our bank for payment.

SHIPMENT TERMS AND PROCEDURES

Circle D Farm Sales, Inc. shall use it's best efforts to meet specified shipping dates, but such dates shall be deemed estimates only. Circle D Farm Sales, Inc. shall bear no responsibility for delays in shipment or delivery resulting primarily from causes beyond the control of the company. Customer shall have the right to reject a specific agent for shipment of goods purchased provided that notice of the identity of such shipper shall be given to Circle D Farm Sales, Inc. prior to the confirmation of customer's or-der. All risk of loss shall pass to purchaser upon delivery of products for shipment.

CLAIMS FOR QUALITY, DAMAGE OR SHORTAGE

Written notice of any claim for quality or damage which is discovered on delivery or in the exercise of reasonable care could have been discovered at that time, must be received by company within seventy-two (72) hours of the time of delivery and cannot ex-ceed the original purchase price. Notice of any claim of product shortage shall be given by noting such claim on the delivery re-ceipt at the time of delivery. In the absence of notice provided in the manner set forth in this paragraph, purchaser will be deemed to have waived any claims for quality, damage, or product shortage. Circle D Farm Sales, Inc. shall have no liability whatever for quality or damages relating to a failure to deliver a part of the product ordered if such failure results from hail, windstorm, frost, other weather conditions, error in count, insect and disease injury, and/or other natural causes beyond our control. Purchaser is responsible for all shipping charges and filing any claims against the carrier for any stock damaged in transit. Circle D Farms Sales, Inc. will not consider any claims after the products have been accepted.

WARRANTY—LIMITATION OF LIABILITY

No oral or implied warranty, other than title, applies to any product sold. All stock offered subject to crop yield and prior sale. Circle D Farm Sales, Inc. may prorate or cancel any order because of major forces of nature.

NOTICES

Notices provided for herein shall be directed to the address listed in the order documents or to Circle D Farm Sales, Inc.'s administrative office in Bonners Ferry, Idaho in accordance with the following address: Circle D Farm Sales, Inc., PO Box 3005, Bonners Ferry, ID 83805; telephone: 208-267-1016, fax: 208-267-6368, email: info@circledfarmsales.com.

ATTORNEY'S FEES AND COSTS

In the event it should be necessary for Circle D Farm Sales, Inc. to retain an attorney in order to enforce any of it's rights under the terms of the order documents, purchaser agrees to reimburse Circle D Farm Sales, Inc. for all fees and costs paid or incurred.

VENUE-APPLICABLE LAW

The terms and conditions of the order documents applicable to this transaction shall be interpreted under the case and statu-tory law of the State of Idaho. In the event any action is brought to enforce such terms and conditions, venue shall be exclu-sively in Boundary County, Idaho.

ENTIRE AGREEMENT

This agreement represents the entire agreement between the parties relating to the subject matter herein, and there are no other verbal or other agreements which modify or affect this agreement. No modifications of the terms of this agreement shall be effective unless reduced to writing and executed in writing by both parties.

Signature: _____

Name and Title: _____ Date: _____