

Sales and Credit Terms and Conditions

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JLPN Inc.

Policies and Terms Control.

Applicant/Buyer acknowledges that any and all sales on and extensions of credit by JLPN Inc., are expressly conditioned upon buyers unconditional acceptance of JLPN Inc. Sales and Credit Terms and Conditions stated herein and as hereafter amended. JLPN Inc. Sales and Credit Terms and Conditions supersede any and all terms and conditions appearing on Buyer's documents, including but not limited to purchase orders regardless of the time presented.

Authorization to Obtain Information.

Applicant/Buyer grants to JLPN Inc. the continuing right to obtain credit reports involving the Applicant/Buyer or other financial and credit information and to investigate the Applicant/Buyer's financial status from time to time as JLPN Inc. may see fit. Applicant/Buyer shall sign a written authorization to obtain information in a form acceptable to JLPN Inc. on request.

Change of Ownership/Address.

Applicant/Buyer, shall promptly advise JLPN Inc. in writing of any change of ownership or the address of Applicants/Buyer's business. All such notifications shall be made to JLPN Inc., in writing, within five (5) working days of the change.

Guarantee.

JLPN Inc. guarantees all stock for grade ordered, named variety and good condition up to delivery to the freight carrier. Condition, growth, and production after delivery to the freight carrier is the responsibility of the Buyer.

Force Majeure.

If performance is made commercially impracticable or impossible because of the occurrence of an event beyond the reasonable control of JLPN Inc., including but not limited to, weather, acts of God, war, labor disputes, etc., then JLPN Inc. shall not be responsible for its inability to fulfill any orders in whole or part.

Ordering Terms.

A Twenty-five percent (25%) deposit is required on all customer orders. Those with approved credit have thirty (30) days from the shipping date to pay the balance in full. **New customers must arrange pre-payment or COD prior to JLPN Inc. shipping the order.**

Payment.

All balances must be paid in full within thirty (30) days of shipping date. Invoices are sent within seven (7) business days of shipping and include shipping date and shipping cost.

A late charge of 2 percent per month (24% per Annum) on the unpaid balance will be added to all accounts past due. Failure to adhere to these terms may result in a shipping hold on all unshipped orders and/or a termination or reduction in the credit JLPN Inc. will extend. All payments are to be made to:

JLPN Inc.
1118 Lancaster Drive NE #409
Salem, Oregon 97301

Cancellation.

All cancellations must be made to JLPN Inc. by the 1st of Dec. of each season. Any cancellation past that date may result in a cancellation of the balance of the Buyer's order and/or forfeiture of the Buyer's deposit. Fax or mail will be the only acceptable method.

Packing/Shipment.

Cost of packing and shipping is in addition to the price of stock and will be added to the Buyer's balance upon shipping.

Confirmation.

All orders will be confirmed in writing by JLPN Inc. before shipping. The written confirmation shall include payment terms and estimated shipping date.

Delivery.

JLPN Inc. makes no guarantee with respect to delivery. JLPN Inc. will ship FOB JLPN Inc. loading dock via UPS unless another carrier is specified by the Buyer before confirmation. Shipping is at risk of the Buyer and JLPN Inc.'s responsibility for all stock ceases upon delivery to the carrier. If stock is damaged in transit, Buyer must make all claims to the freight carrier, not to JLPN Inc..

Claims.

All claims must be reported by Buyer to JLPN Inc. within ten (10) days of the receipt of the shipment. Adjustments, if any, will only be for claims concerning the quality of grade, named variety, or damage from JLPN Inc. harvesting. All plants become Buyers property upon delivery to the freight carrier. **All unsatisfactory stock must be returned to and received by JLPN Inc. within fourteen (14) days of delivery to Buyer.** Re-shipment must be authorized in writing by JLPN Inc. and plants

must be returned in good condition. Freight on return of unsatisfactory stock will be paid by JLPN Inc., once approved by JLPN Inc. for return.

Attorney Fees.

In the event Buyer's account with JLPN Inc. is placed in the hands of an attorney for collection, Buyer promises and agrees to pay JLPN Inc. reasonable attorney's fees and costs, even though no arbitration, suit or action is filed thereon. Further, if any arbitration, suit, or action is filed to collect any sums allegedly due by Buyer to JLPN Inc.. Buyer promises and agrees to pay JLPN Inc. reasonable attorney fees and costs as fixed by the arbitrator, Court or Courts in which the arbitration, suit or action, including any appeal therein, is tried, heard or decided.

Oregon Law.

All transactions between Buyer and JLPN Inc. shall be interpreted under the laws of the state of Oregon. Further, Buyer stipulates to jurisdiction and venue in Marion County, Oregon for any claims arising out of any transaction between Buyer and JLPN Inc.

Applicant, by submitting this application, represents and warrants to JLPN Inc. that all information contained in its credit application is true and correct and authorizes JLPN Inc. to investigate any and all references listed herein and to obtain a consumer credit report upon Applicant for use in evaluating this application.

The terms Buyer and/or Applicant mean the person/entity submitting this application.

<i>Grade Sizes</i>		
Approximate Grade	Caliper	Average Height
1/2"	1/2" & larger	4-5'
No. 3/8	3/8" to 1/2"	3-4'
No. 1/4	1/4" to 3/8"	2-3'
No. 1	3/16" to 1/4"	18-24"
No. 2	1/8" to 3/16"	12-18"
No. 3	1/16" to 1/8"	6-12"

Some species may vary in height.

By Signing below, you certify that you have read and agree to all the information provided above, you are the authorized signature, and you agree to be bound by the terms and conditions herein.

SIGNATURE _____

DATE _____