



The Truffle Experts™

CUSTOMER ORDER

3020 Ode Turner Road
Hillsborough, NC 27278
Phone (919) 732-3041

PLEASE PRINT THIS FORM
AND MAIL IT TO US.

Truffle tree orders must be signed by purchaser as acceptance of terms of sale.

Form with fields for Bill To, Ship To, Date, Phone, E-mail, and Signature.

Table with columns: Item #, Description, Qty., Price, Subtotal. Contains 6 rows of product information.

Form with a Special Orders section and additional input fields.

We offer volume discounts.
Call for a quote on quantities of over 1,000 trees. Terms are negotiable.
Minimum 50% down payment is required for all orders.
Earliest ship date for trees - Fall 2023 if possible, delivery (Spring 2024 if moved out).
Our products are shipped in four inch pots in soil to avoid transplant shock. We feel that bare root shipping causes loss of fungal inoculation. Our product pricing reflects this additional service.
Minimum order is 54 total trees

THIS ORDER IS CONFIRMED by acceptance of the down payment of 1/2 (or see other terms) of the total amount by Garland Gourmet Mushrooms & Truffles, Inc (GGM).
See complete conditions of sale on page 2 of this form.
ALL SALES ARE FINAL. Deposits are non-refundable.
All prices are FOB Hillsborough, North Carolina. Book orders must be paid in full.
DELIVERY DATE will be Fall 2018 if possible. Specify requested ship date. Upon request, order will be held until the following planting season (Spring 2019) with payment in full. GGM reserves the right to cancel or defer to the following year any order which could not be honored due to circumstances beyond our control.
PAYMENT 1/2 down upon ordering (or see other terms). Balance due when shipped or delivered.
All saplings are inoculated with Tuber melanosporum, Tuber uncinatum, or Tuber magnatum; however, no guarantee is implied or stated that truffles will be produced.

Table with financial summary: Subtotal, Delivery/Shipping, Deposit Due, Balance Due on Shipping.

Method of Payment
We accept payment by check (bank check preferred), money order, VISA, MasterCard, and American Express
*Visa/MasterCard - additional 2% charge
*American Express - additional 5% charge



Form with checkboxes for payment methods: Check, Money Order, AMEX, Visa, MasterCard.

Form with fields for CC#, Expiration, and Security Code.

◊G◊A◊R◊L◊A◊N◊D◊  ◊T◊R◊U◊F◊F◊L◊E◊S◊
The Truffle Experts™

CONDITIONS OF SALE

- **PRICES:** Our prices are based on current market conditions and are subject to change without notice. All quotations are F.O.B. Hillsborough, North Carolina.
- **ADDITIONAL CHARGES:** Holding Fee: If unable to take delivery at scheduled date, balance becomes immediately due. We will store the crop until the next planting season but no more than six months. Beyond this period, we will transplant and hold each plant for an additional charge of \$10 each for a maximum of 6 additional months.
- **TERMS:** 50% due at time of order, balance due on delivery. All deposits are non-refundable. All sales are FINAL.
- **ACCEPTANCE OF ORDERS:** We accept all orders subject to the condition that the same shall be void should the ordered stock be injured by flood, drought, fire, frost, hail, errors in count, and any other cause beyond our control.
- **GRADE STANDARDS:** Garland Truffles, Inc. uses only those standards adopted by the North American Truffle Growers Association unless agreed differently.
- **GRADING AND QUALITY:** Our trees are expertly grown in clean pathogen free media, liberally graded, carefully handled, and shipped to arrive in good condition.
- **CLAIMS OR COMPLAINTS:** We very much appreciate having reports on shipments as soon as they are received. Any unsatisfactory stock must be reported within five days and held for advice from us as to disposition.
These terms and conditions are subject to change without notice. Additional terms below.

TERMS AND CONDITIONS

- **1. PAYMENT:** Buyer will make a minimum 50% deposit payment on date of order. Balance is due on date of shipment, including freight invoices and handling services. Charges will be charged on overdue accounts at the maximum legal rate or 1.1120% per month (18% per Annum), whichever is less.
- **2. WARRANTIES AND SELLERS & LIABILITY:** Seller warrants that its plant materials are of the varieties true to name as described in this acknowledgment. Proof of inoculation can be obtained by random selection of 3 plants per 100. They must show a minimum of 10% mycorrhizal tips matching the morphological description of the purchased species. Alternatively, molecular techniques (DNA sequencing) can be utilized on any part of the plant or the planting media inside the original pot to verify presence of the fungus. Liability on the Seller's part is limited to the plant and media to the edge of the original container.
Upon proof to seller's satisfaction that the plant materials delivered to Buyer are not of the varieties described in the Acknowledgment, Seller, at its discretion will either replace such plant materials or refund the portion of the original purchase price that relates to such plant materials. Any claims concerning plant materials must be submitted by Buyer in writing to seller within the following periods after receipt of such plant materials by Buyer:
 - **A. Within 5 days:** Claims for incorrect counts or sizes. (Subject to the Provisions of Section 3, below.)
 - **B. Within 5 days:** Claims for mortality or variety errors on inoculated plants. This warranty does not apply to plant materials damaged or injured during shipments on contracted carriers, or due to Buyer's negligence, improper care, unreasonable use or abuse. Under no circumstances shall seller be liable for any amount greater than the original purchase price.
- THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
REPLACEMENT OF THE PURCHASED PLANT MATERIALS F.O.B. AT THE PLACE WHERE SELLER ORIGINALLY SOLD TO BUYER, OR REFUND OF THE ORIGINAL PURCHASE PRICE, AT SELLER'S OPTION IS BUYER'S EXCLUSIVE REMEDY UNDER THIS WARRANTY, AND IN NO CASE SHALL SELLER BE RESPONSIBLE FOR THE CONSEQUENTIAL OR SPECIAL DAMAGES, REGARDLESS OF WHETHER THE PROBLEMS OR DEFECTS ARE DISCOVERABLE OR LATENT.
- **3. CONTINGENCIES:** This order acknowledgment and Seller's liability hereunder is subject to Seller's crop growing conditions and is made with the understanding that orders may be voided or modified by Seller should Seller be unable to perform any terms or conditions of this Acknowledgment due to the following: Any and all weather conditions including but not limited to drought, flood, fire, frost and hail; errors in count; labor problems; crop failures; pestilence; war; embargo; government regulations or restriction of any and all kind; expropriation or condemnation of property by governmental authority; interruption of or delay in transportation; accidents; explosions; inability to obtain material and supplies; excess of demand for equipment over available supply; and any other causes within or beyond the Seller's control. Seller reserves the right without notice to Buyer to substitute the closest possible size at Seller's current corresponding price of plant material in stock if Seller is unable to furnish size ordered by Buyer.
- **4. RISK OF LOSS OR DAMAGE:** All risk of loss or damage to the plant materials shall be on Buyers from and after delivery to a carrier or to Buyer, whichever delivery occurs first, and such loss shall not relieve Buyer from any obligations.
- **5. TAXES:** Prices listed on this Acknowledgment do not include federal, state or local taxes, which shall be paid by the Buyer.
- **6. DEFAULT AND REMEDIES:** Time is of the essence of this Acknowledgment. If Buyer becomes insolvent, fails to make any payment within the time required, or fails to perform any other obligation imposed by this Acknowledgment or by law, Buyer shall be in default and Seller may immediately enforce any and all remedies provided by law.
- **7. COST AND ATTORNEY FEES:** In the event suit or action is instituted to enforce any of the terms of this Acknowledgment, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.
- **8. ASSIGNMENT:** The right and benefits of Buyer are personal to it and may not be transferred or assigned, voluntarily, or involuntarily, without the prior written consent of Seller. Subject to the limitation, this Acknowledgment shall be binding upon and insure to the benefit of the parties, their successors and assigns.
- **9. ENTIRE AGREEMENT:** Buyer agrees that this Acknowledgment is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreement, oral or written, and all other communications between the parties relation to the subject matter of this Acknowledgment. This Acknowledgment can be altered, however, by different or additional terms contained in a subsequent Acknowledgment, invoice or change order issued by Seller.