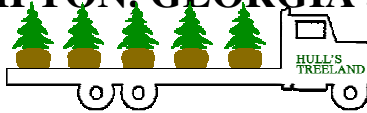


**HULL'S TREELAND
172 JONES ROAD
HAMPTON, GEORGIA 30228**



Terms and Conditions

Prices: We sell wholesale, to the trade, only. All prices are F.O.B. the Farm, Hampton, Georgia and are subject to change without notice.

Terms: All deliveries are COD unless credit terms have been granted. Checks are accepted subject to approval. An approved credit application must be on file before credit terms will be granted. Please also furnish us with a duly executed copy of your Georgia Sales Tax Exemption certificate. For customers who have established credit, our terms are net 30 days from date of invoice. All charges not paid within thirty days of receipt of invoice shall accrue interest at the rate of 1.5% per month (18% annual rate). Past due accounts shall be charged and shall pay any collection expenses, including attorney's fee, that may become necessary. Delivery, special promotions and sale prices will not be offered to accounts that are not current. We reserve the right to withdraw or limit credit at any time, for any reason.

Shipping: Please call us for minimum order requirements, delivery charges and scheduling.

Guarantee: We guarantee our stock to be vigorous, healthy and true to name as described. No other guarantee or warranty is expressed or implied. All products are offered and delivered subject to availability and current crop conditions. Our liability in all instances is limited to the purchase price. Claims for shortages, damages or otherwise unsatisfactory product must be noted on the Bill of Lading at the time of delivery. Please call within 48 hours to report a claim.

Cancellations: Confirmed orders that are cancelled are subject to a re-stocking charge. Any order for which the customer delays shipment longer than 10 days from the original ship date may be subject to a re-stocking charge.

Jurisdiction: All actions and/or proceedings instituted by Hull's Treeland for any matter, including the collection of any invoices owed by customer, consignor, consignee or any third party involved, shall be exclusively brought in the State Court of Henry County, Georgia. The undersigned shall not raise, and hereby waives, any defenses based on venue, inconvenience of forum, lack of personal jurisdiction, sufficiency of service of process or the like of any such cause of action or suit brought in the State Court of Henry County, Georgia.