Please Indicate correct address, phone & email.
From: Customer#

SEED ORDER

TWILLEY SEEDS®

Toll Free: 800 622 7333
Fax: 864 227 5108
Email: twilley@twilleyseed.com

PAYMENT METHOD (check one): *NOTE: $35 returned check fee applies

☐ Check or Money Order enclosed (Payable to Twilley Seed Co.)
☐ COD: min order $50 + $40 COD fee. COD over $300 - Money Order required.
☐ **Credit Card**: ○VISA ○MC ○Discover ○AMEX

☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐ Expiration Month/Year ____/____

Signature________________________________ Date _____/_____/_____

To:

Twilley Seed Co.
PO Box 4000
Hodges, SC 29653

TYPE OF BUSINESS check below:

☐ Vegetable - production for market ☐ Vegetable Transplants ☐ Greenhouse
☐ Sale at Local Mkt. Roadside, UPick ☐ Vegetable Shipping ☐ Bedding Plants
☐ Cutflower Resale ☐ Wholesale ☐ Home Gardener Only - not selling

Catalog #					Size	Qty	Name of Variety	$ Amt	ct
Thank you for your order!									

SEED DISCOUNT (on seed only):
- Over $200 = 3%
- Over $1,000 = 5%
- Contact us for your volume pricing.

HANDLING CHARGE:
- Under $25 = $5
- $25 - $99.99 - $3
- $100 or more = $0

Item TOTAL:		
COD Fee: $25 if COD		
SEED DISCOUNT:		
HANDLING CHARGE:		
SHIPPING CHARGE:		
GRAND TOTAL:		

SHIPPING CHARGE:
- Seed Orders: Free shipping up to 30lb if standard shipping in continental US*.
- Shipments outside Continental US (incl. HI, AK, Protectorates, etc): Contact us.
- Express Delivery: On request. Charges will be added. For fastest service use credit card and call early in the day.
- ***Seed orders above 30lb may require a shipping charge (in particular for bulky seed such as beans, corn, and peas).** If a shipping charge is required we will contact you promptly.
- **NOTE:** *Valid mailing address required for standard shipping.*

We will make every effort to ship your seed in a timely manner.
If a variety is sold out, may we substitute? ☐Yes ☐No

*****Order must be signed and dated below for fastest handling*****

I have read and understand the Terms, Conditions, Warranties, Disclaimers, Arbitration and Watermelon Fruit Blotch notices in the current Twilley Seed catalog and on the back of this Order Form. I fully understand and accept them as a binding CONDITION OF SALE applying to all orders.

Signature of Purchaser____ **Date** _______/_______/_______

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Catalog #	Size	Qty	Name of Variety	Amount	CT
			Item Total This Page		

Thanks for your order!

Conditions of Sale and Special Notices — All Prices Subject to Change Without Prior Notice

NOTICE ARBITRATION/CONCILIATION/MEDIATION REQUIRED BY SEVERAL STATES

••••Under the seed laws of several states, ARBITRATION, MEDIATION OR CONCILIATION IS REQUIRED as a prerequisite to maintaining a legal action upon the failure of seed to which this notice is attached to produce as represented. THE CONSUMER SHALL FILE A COMPLAINT (sworn for AR, FL, IN, MS, SC, TX, WA; signed only CA, ID, ND, SD) along with the required filing fee (where applicable) with the Commissioner/Director/Secretary of Agriculture, Seed Commissioner, or Chief Agricultural Officer within such time to permit INSPECTION OF THE CROPS, plants or trees by the designated agency and the seedsman from whom the seed was purchased. A COPY OF THE COMPLAINT shall be sent to the seller by certified or registered mail or as otherwise provided by state statute. ••••Contractual arbitration from all other states, Canada, Mexico and other foreign countries:STANDARD ARBITRATION CLAUSE. ••••Any controversy or claim arising out of or relating to the planting or use of this seed, the sales contract or the breach thereof, shall be settled by BINDING ARBITRATION in accordance with the commercial arbitration rules of the American Arbitration Association. ••••The Uniform Commercial Code as adopted in South Carolina shall govern all matters arising from the sale hereunder. ••••Any dispute not subject to arbitration and any action to enforce an arbitration award arising from the sale hereunder shall be brought and litigated in a court located in the county of Greenwood, SC, USA to the exclusion of the courts of any other county, state or country.

LIMITATION OF WARRANTY AND REMEDY

••••1. TWILLEY SEED CO. INC., to the extent required by law, warrants that the seeds, bulbs, or plants sold are as described on the container label and in its catalog within recognized tolerances. THIS EXPRESS WARRANTY EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. No other representations are made other than for identification purposes. Seller neither assumes, makes, nor authorizes any person to make any other representation or warranty on its behalf, or to assume for it any liability in connection with the sale or use of the items sold hereunder. ••••2. It is further agreed that in the event of resale of any of the items sold hereunder by purchaser, SELLER DOES NOT ADOPT OR ASSUME ANY WARRANTIES EXPRESS OR IMPLIED GIVEN BY PURCHASER. Purchaser further agrees to defend, indemnify and hold harmless the seller against claims, actions, proceedings or other liabilities of any nature whatsoever, including strict liability or negligence of seller. ••••3. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO PURCHASER OR ANY OTHER PERSON OR ENTITY, WHETHER BASED ON CONTRACT, ON THE UNIFORM COMMERCIAL CODE, ON NEGLIGENCE, OR ON ANY OTHER THEORY OF LIABILITY WHATSOEVER, FOR ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE OF THE ITEMS SOLD HEREUNDER, NOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER ANY AND ALL THEORIES OF LIABILITY AND REGARDLESS OF THE NATURE, CAUSE OR EXTENT OF THE LOSS OR DAMAGE SUSTAINED. ••••4. It is presumed that purchaser will inspect the items sold hereunder within a reasonable time following receipt of shipment. No liability hereunder or otherwise shall be asserted against seller unless the purchaser or user reports any conditions that might lead to a complaint promptly to the seller following discovery of such conditions, but in no event to exceed 30 days. Failure to so inspect or promptly notify seller shall result in the waiver of purchaser's rights of recovery, and purchaser shall be deemed to have accepted the items sold and to have released seller from liability

••••*Please sign and date the front side of this order form*••••

Please reference page 78 and the inside back cover in the Twilley Catalog for the watermelon waiver and conditions of sale.