Grandpa’s Orchard®
Premium Brand Fruit Trees for the Backyard Fruit Grower

Grandpa always saved the best for Grandma!

Backyard Fruit Growers
Variety Guide & Gazette
As a lifetime nurseryman and fruit grower, Grandpa used his experience to select and recommend only those varieties which tasted the best and which would be easy to grow by his friends and family. The fruit may not have been the reddest or most beautiful, but they usually proved themselves to be the hardiest, most flavorful, and high quality varieties. Only these made it into Grandpa's Orchard®. Grandpa's friends were always asking for fruit growing tips. Grandpa was from a long line of fruit growers. A lot of his fruit growing lore was passed down to him from his father and grandfather, but still he was a tireless experimenter. He tried almost every new variety that came his way, but over time he tried to “whittle” it all down to a select number of varieties that “made the grade” with Grandma and that would grow well in almost every part of the country where his friends and family lived.

The best of the best varieties we now call Grandpa's Choice™. Look for this term in the catalog for really good varieties. The best and most disease resistant ones which Grandpa identified became Grandpa's Nature Friendly™ varieties. These are varieties that have valuable genetic resistances to some diseases. These are usually good candidates for more organic-type growing and usually will need less spraying and chemicals. We have highlighted most of these in light green. Many people still like the old-time varieties that their grandparents grew, so Grandpa has been adding more old Heirloom varieties as well as many more Cold Hardy varieties across the range of fruit types.

The “original” Grandpa passed away several years ago, but his son, the new “Grandpa”, and his family and best nursery friends wanted to keep up Grandpa's good work and offer everyone his pithy common sense, fruit growing wisdom and practical knowledge. That is why Grandpa's Orchard® now offers everyone a chance to easily order and buy online the best fruit tree varieties. But most importantly, Grandpa's Orchard® is a single website where you can get a wealth of backyard fruit growing information to help you in your orchard. Grandpa always made new friends, no matter where he went. We hope that you will become an online friend. Feel free to contact Grandpa with a question or a problem; someone will take the time to try to help you like Grandpa would have.
Welcome to Grandpa’s Orchard®

We are glad that you have asked Grandpa for a catalog of his premium brand fruit trees. Because Grandpa’s philosophy of life is simple, so is this catalog. While Grandpa may have been old-fashioned, he liked the fact that the internet can provide a lot of information cheaply. So, if you have internet access at all, please go to the website, where you can find more information than we can afford to put in this simple catalog. Ordering online is the easiest and fastest, but you can also mail or call us with orders based on this catalog and expect the same prices as the website.

However, we know that many people, who have requested a catalog, don’t have internet service or just don’t like using it, so we have really labored over how to best handle catalog or non-internet orders.

How to use Grandpa’s Catalog:

- Almost all the varieties that Grandpa grows or sells are in this catalog, however, because inventories and availabilities are always changing, you will likely find that not all of the varieties listed in our catalog may be available. Grandpa offers hundreds of popular, common, and not-so-common heirloom and hardy varieties, and sometimes we have only a limited number of each. If we can’t fulfill your desires this season, well then maybe next season! Keep checking with us, and don’t be afraid to ask for something special. Grandpa might be able to find it!
- Because we offer so many varieties, on so many different roots, and in so many different size grades, we have found it impractical to print current prices in this catalog. Please hang onto this catalog because we may not do another for a couple more years before updating it. However, pricing for catalog orders will follow along with current website pricing--- including sale items. Please be sure to keep a copy of your order sheet for yourself before you mail it to us!

GRANDPA’S ORCHARD PRICE CODE CHART
(If you can order online, you will get the exact pricing when you order. All orders placed from the catalog are priced at online pricing. This chart is for reference only if you print it from the website.)

Apples--- No extra charge for dwarf, semi-dwarf or semi-standard rootstocks. All roots are the same price. Peach, Nectarine, Apricots, Plums and Prunes--- Available on Standard root only.
Cherry--- Sweet and Tart. Use Base price code for Standard roots—Mazzard or Mahaleb. Dwarf and Semi-dwarf Gisela® rootstocks are always $4 more than the base price.
Pears--- Use Base price for Standard seedling. Semi-Standard OHxF 87 and OHxF 97 rootstocks. Semi-dwarf rootstock OHxF 333 is always $2 more.
Supplies and rootstocks will be priced as noted in their listing.

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<th>CODE</th>
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Price listed is for the 1 or 2 year old, Extra-Large grade we always try to offer. Smaller grades usually drop $1 per grade. When we book your order with the actual sizes that we can supply, you will be priced at that rate, notified of how the order was booked and advised of what the total cost plus shipping will be.
How to order:
Use the order sheet to tell us your desire and preferences this season.

- Fill out the front AND the back! Estimate the deposit required and then call us, fax the sheet to us, or mail it to us. We will send you an acknowledgment and confirmation of your order. Sending in a deposit or credit card information with the order will help make sure we book your order ahead of others who don’t send in a deposit if using check as payment, or card information.
- We will try to fill your order as close as possible to your desires, and let you know of any problems or questions we may have.
- Grandpa’s substitution policy is simple. We try to offer the largest grade we can based on what you want. Most are one year trees, but we do have quite a few two year trees. Please refer to the section titled “Fruit Tree Grades Explained” to get a better idea of how BIG our trees are. They usually are bigger than our competition, we believe. However, if we run out of a grade, we may have to substitute the next smaller or larger grade if necessary. Hopefully, nothing less than one grade up or down. If a variety is sold out and we can’t supply it, we may recommend a substitute to you. In most cases, we hope to be able to contact you beforehand if it is a “major” change or substitution.

How to pay:

- Even though we have a very secure website and you can safely order online, Grandpa knows that some of you are just plain scared of or adverse to using the internet. We don’t blame you! Call us old-fashioned or just plain careful, but we’ve been “had” on the internet before, and we didn’t like it either.
- Grandpa will accept VISA, MASTERCARD, and DISCOVER. Plain old checks and money orders are also accepted. If you plan to pay by credit card, please be sure to put all the required information on the order form. We don’t like using others money for nothing, so we won’t charge your card until just prior to shipment. However, if you pay by check, we will deposit it soon after we write up your order. If you send us too much deposit with your order, we will let you know and discuss when to return any excess funds after booking your order and calculating the exact charges and fees. If you happen to be short on deposit, we’ll let you know the additional amount needed, and you won’t lose your place in line.
- When you order from this catalog, we use a formula to estimate UPS and shipping charges, which we have found gets us close in most cases. However, when we book your order, we will use our online shipping calculator which takes into account your exact shipping address and charge you that amount, which may be more or less than the estimate. We do not ship to Hawaii or Canada, and Alaska residents should ask us before ordering, as we may ship an alternate method.

Shipping:

- In the SPRING, we usually ship from late March through May. April is the prime month. If you would like your trees shipped earlier or later, then please let us know. We will try, but cannot guarantee, to ship them closer to your timeframe. We plan to ship by Hardiness Zones, so the warmest areas are shipped first, with cooler areas following.
- We have a short FALL shipping season, but we usually can only ship early in November, depending on how the trees have hardened off. Our variety availability will be more limited, but all trees are typically two-year trees.
- We usually ship UPS-Residential Ground Service, and have few problems with it. Our trees are healthy and tough, and they withstand boxing and shipping quite well. Small goods like books and supplies will be sent with your order of trees, if possible, or otherwise an inexpensive way!
- Grandpa encloses a “Quick Planting Guide” with each order to help you on your journey.
- Grandpa also provides free spiral tree wraps with each tree to help protect against critters!

SHIPPING RESTRICTIONS TO SOME STATES: At Grandpa’s we try to follow all the confusing phytosanitary regulations each state has, so we may not be able to ship some products to you because of them. These regulations are in place to protect your state from various disease and insect threats which could possibly be transported on nursery stock. All of Grandpa’s nursery stock is inspected and certified by the State of Michigan and/or the state where the stock was grown, but even so, some states are very restrictive in what may be transported into the state, so we may restrict shipments of certain types of plants into your state. In general though:

Stone fruit (Cherry, Peach, Nectarine, Plum, Prune, and Apricot)--- Cannot not ship ANY to CA, HI. May restrict shipping some varieties to: CO, ID, OR, WA.

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Special Restrictions—Hawaii, Canada or out of the USA—NO nursery stock shipped of any kind.
Alaska—contact us before you order so that we can discuss alternate shipping methods.

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**Grandpa’s Guarantee:**

- Grandpa was always a trusting soul. He didn’t put a lot of stock in written guarantees. He always felt that they were only worth the paper they were written on. But, our lawyer says we have to have written terms and conditions of sale. You will find the “fine print” elsewhere in the catalog.
- However, Grandpa values his reputation so if you have any problems, let us know as soon as possible! Sometimes we can give advice to help save the trees without replacing them. But, if they don’t grow and thrive during the first season when planted, we will make an adjustment that we hope will make you satisfied and come back and do business with us again. If they don’t grow through the second year’s growing season, then we figure that the winter, critters, or Mother Nature got them.
- By August 1st after planting you should know whether they are growing well or not. Please don’t wait until after the current growing season to report claims. This indicates that you may not have taken good enough care of the trees, if you only then notice they aren’t growing.

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**Grandpa’s Growing Tips and Advice:**

- Grandpa’s website is full of growing tips to help you be successful. We can’t print them all in this catalog, and we still have Grandpa working on many of them too as the need is known.
- If you can get online, you will find lots more information on the website that you can print out.
- You can also call us and hopefully we will answer and be able to talk with you personally. However, email is much better. Email us at: AskGrandpa@GrandpasOrchard.com.
- **Grandpa’s Newsletter:** You can sign up for the FREE “Grandpa’s Orchard™ E-Newsletter” (sent email only).

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**GRANDPA’S PLANTING TIPS:**

1-DIG hole large enough to accept all the root system without crowding or circling roots. 2-COVER the BUD UNION on STANDARD & SEEDLING ROOT fruit trees with 1-2 inches of soil to LEVEL A. 3-PLANT the BUD UNION on DWARF, SEMI-DWARF, or SEMI-STANDARD fruit trees 2 inches ABOVE the soil to LEVEL B. 4-TRIM dead or broken limbs off and cut back long limbs in half to promote growth. 5-WATER thoroughly at planting and EVERY WEEK for several weeks until well established. 6-HINTS: 2-3 inches of mulch around the tree will help maintain moisture. Do not use granular fertilizer until the next spring when tree is well established. Use dilute liquid fertilizer in irrigation water carefully. Control or spray for insects and diseases, and protect from "critter" damage.

A Grandpa’s Orchard Quick Planting Guide will be included in every order or download it from the website.

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**Grandpa’s makes Fruit Tree Rootstocks and Tree Spacing Simple!**

Of all the many questions people ask Grandpa, the most common is about rootstocks for fruit trees: “What is the best kind for my soil?”  “How big a tree will I have when it grows up?”  “How can I mix different types of trees in the backyard orchard when they have different rootstocks?”  It doesn’t need to be so confusing!

When you find a variety you want to order, the question then becomes what rootstock will it be on and how big a tree will it grow into? Then, how far apart do you need to plant them?
Rootstocks come in many “varieties” just like the fruit that is budded onto them. Grandpa tries to keep it simple by only offering and recommending the ones that have proven themselves to perform well for the average person under most conditions.

**Planting Distance Apart:** You can plant any distance apart you want, but realistically, you should not plant any closer than the tree will grow tall.

- Usually take the height you plan to let the tree grow and plant them in the row that far apart.
- For the between the row spacing, add at least 6-10 feet, depending on how you plan to mow or keep the weeds and grass down. If you can plant your rows north and south, you will get the best use of God’s sunlight. But, if you have really strong prevailing westerly winds, you may want to consider planting east and west. Don’t put east-west rows too close or you will get shading from adjacent rows.
- If you are mixing apples, pears, cherries, and apricots with peaches, nectarines, and plums, you can see that by looking at the diagram above that you should stick with the rootstocks that will give you trees heights of 10-15 feet. Then you can typically space your orchard about 10-15 feet between trees and 18-22 feet between rows on all types of fruit and be happy.

**Rootstock Limitations:** Not all rootstocks tolerate all soils. When you fill out the back of the order form, please try to let us know your soil conditions so we can help you pick the right rootstock. Grandpa recommends the following simple rules:

- Wet, poorly drained soils— Don’t plant trees on the following rootstocks— any peach, mahaleb cherry, M 106 or M 26 rootstock.
- Droughty soils: Don’t risk planting M9, Bud 9, Gisela 5 rootstocks— they may likely “runt” out.
- If you have soils that don’t limit the rootstocks noted above, then almost all of the rootstocks that Grandpa recommends should do OK in your backyard orchard.

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Grandpa makes pollination simple!

The second most asked question of Grandpa is probably about pollination. It seems that the subject of the “birds and the bees” in regards to fruit has been made too complex. While Grandpa could go into great detail about pollination, bloom times, and pollinators, he has found over time that if you have several varieties of the same type of fruit in your backyard orchard, then you probably won’t have many problems with pollination. Frosts and freezes may limit your crops much more.

Grandpa’s Simple Pollination Rules and Guidelines:

**Apples:** All apple varieties will require another, different variety of apple to pollinate. If you have 4-5 different varieties planned for your orchard, then you probably don’t have to worry about whether they bloom early, mid-season or late.

- If you are only going to plant two varieties, then make sure that they bloom in similar timeframes.
- Don’t depend on any “tri-ploid” variety of apple to be a pollinator: Winesap, Stayman, Mutsu, Crispin, Shizuka, Summer Rambo, to name a few. They have sterile pollen and will not pollinate other apples, and require regular apple varieties to pollinate them.
- Edible and Ornamental Crabs often make excellent pollinators, so if they are in or near your landscape that is a plus!

**Pears:** In general, all pear varieties require other varieties of pears to pollinate.

- Asian pears can pollinate both Asian and European pears.
- Bartlett and Kieffer are good pollinators for almost all other pears, and are somewhat self-fertile and will often pollinate themselves.
- Magnes, Potomac and a few others are essentially sterile and should not be used as a pollinator.

**Sweet Cherries:** Try to plant at least one “self-fertile” variety of sweet cherry as they make good pollinators for other sweet cherries. Otherwise, plant 3-4 different sweet cherry varieties to help make sure you have adequate pollination. Unfortunately, sweet cherry varieties come in distinct pollination gene groups which may require other varieties with different gene groups to adequately pollinate each other. Self-fertile varieties have distinct gene combinations which overcome this problem.

**Tart Cherries:** Most varieties of Tart Cherry are self-fertile and will pollinate themselves. Don’t expect them to pollinate sweet cherries very well as they tend to bloom too late.

**Peaches and Nectarines:** Almost all the varieties Grandpa offers are self-fertile and will pollinate themselves. J. H. Hale is about the only exception.

**Apricots:** Plant at least two different varieties together if possible, even though Goldcot, Chinese and Tilton are somewhat self-fertile. Apricots really benefit from several other apricot pollen sources.

**Plums and Prunes:** Now it can get confusing! Basically, when planning your orchard make sure that you have at least two different varieties of plums in the same class, even though some may be somewhat self-fertile.

- Example: 2 European plums or 2 Japanese Plums.
- European and Japanese plums will not pollinate each other.
- Hybrid plums like Toka, Pipestone, and Superior should be used to pollinate each other if possible, but can be crossed with other types too.
- Plant lots of different varieties close together for best results. Plums and prunes need lots of varied pollination!
- Grandpa has found that red-fleshed Japanese plums should not be used to pollinate other red-fleshed Japanese plums. Use yellow-fleshed, Japanese plums instead. Remember, this is flesh color, not skin color!

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Grandpa’s Fruit Tree Grades Explained: Grandpa’s Orchard® strives to sell only the highest grade and quality trees and plants. While many other competing nurseries may not list any specific grade or size when you are shopping, Grandpa’s Orchard® specifically lists more specific grades and sizes.
of plants online. Thus, you are assured that when you are ordering a specific size online, it will not be just a plant or tree that may range in size from very small to very large like some other nurseries. In the catalog, we do not list any grades, as they vary from year to year, but on your acknowledgement, you will see specific grades listed. You can request 2-year trees, and we will book them if available. **NOTE:** We have to head or trim off some of the tops of almost all trees in order to fit them into our shipping boxes, which are approximately 60” long.

**3 YEAR GRADE:** Grandpa has only very limited numbers of these selected varieties. They have been grown by Grandpa for an additional year and often are very close to setting some fruit the first year planted. Usually these are some of the special and hard-to-get varieties that Grandpa’s Orchard carries that other nurseries may not. Since we have so few, we do not list them here, and will price them as a 2-year for catalog orders.

**2 YEAR GRADES:** These are trees that Grandpa has lined out and has grown on for a second season in his fields. Usually they are pretty well branched and because they have been grown in the field another year they usually have bigger root systems and usually are a year closer to producing fruit versus one year old trees. Almost all fall shipped trees will be in this grade. Quantities are very limited. They are priced higher, because of the extra expense in growing, storing and handling them.

- **2 year-EXTRA-LARGE** (XL) grade is typically a 5/8” caliper or larger tree when planted and grown on by Grandpa. Finished caliper is likely 3/4” or larger.
- **2 year-LARGE** grade is typically 1/2” or larger caliper tree when planted and grown on by Grandpa. Finished caliper is likely 5/8” to 3/4”.
- **2 Year-MEDIUM** is typically 7/16” or larger caliper tree when planted and grown on by Grandpa. Finished caliper is likely 1/2-5/8”.

**ONE YEAR GRADES:** Many trees offered in the Spring have one year old tops. Grandpa likes to offer the largest ones available, but sometimes he has to offer smaller grades.

- **EXTRA LARGE**, 5/8” up caliper grade: This is typically the largest size that we have available and are one year old. The caliper is generally measured close to the bud union and will be a minimum of 5/8”. We often try to use ¾” and larger caliper grades in this category, at no extra charge to you, since we feel that this is the most desirable grade. However, 5/8” to ¾” caliper grades are very nice trees, and we feel they are of the same value. The EXTRA LARGE grade will typically have many nice branches and “feathers” and before any heading to get it into the shipping box, the trees are generally 5-7 ft. tall in the field.
- **LARGE**, ½” to 5/8” caliper grade: This is the next smaller size grade down and still a very nice grade tree. It will generally not have as many branches or feathers, and before heading may have been in the range of 4-6 ft. tall in the field.
- **MEDIUM**, 7/16” to ½” caliper grade: This is generally the smallest grade that we will offer, and then only in cases where there are severe shortages of the variety and we have no other option. These trees generally have few feathers or branches, and generally may have been in the range of 3-5 ft. tall in the field.

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[Map of USA showing zones with different average annual lows] © 2006 by The National Arbor Day Foundation®

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The following terms and conditions of sale represent the entire Agreement between Buyer and Seller, and regulate all sales, purchases, and deliveries of plant and product material made by the BUYER from the SELLER, (also known as Grandpa's Orchard, LLC, PO Box 773, Coloma, MI 49038), through its website www.GrandpasOrchard.com, via its catalog or via other forms of communications to same.

1. PRICES AND SALES TAXES: All prices quoted herein are subject to change without notice. Residents of the State of Michigan shall be charged 6% sales tax on all orders of plant materials and supplies.

2. PAYMENT: UNLESS OTHERWISE AGREED IN WRITING SIGNED BY BUYER AND SELLER, BUYER WILL MAKE PAYMENT IN FULL PRIOR TO SHIPMENT, OR IF CREDIT TERMS HAVE BEEN APPROVED BY THE SELLER, WITHIN THIRTY (30) DAYS OF DATE OF PLANT MATERIAL INVOICE. SERVICE CHARGES WILL BE CHARGED ON OVERDUE ACCOUNTS AT THE MAXIMUM LEGAL RATE OR 1 1/2% PER MONTH (18% PER ANNUM), WHICHEREVER IS LESS, ON ACCOUNTS UNPAID MORE THAN SIXTY (60) DAYS FROM INVOICE DATE.

3. ORDER HANDLING AND SHIPPING CHARGES AND INFORMATION: All material shall be shipped F.O.B. from a Grandpa's Orchard, LLC fulfillment center and shipping and/or handling charges shall be added to Buyer's invoice.

   a. In planning your planting dates, please allow time for transit. We will ship most orders via UPS, unless otherwise requested and reconfirmed for it. UPS does not provide protective services, so we will avoid shipping at times when there is a danger of freezing en-route.

   b. During the SPRING shipping season, we will attempt to ship plant materials at times during the February, March, April and May seasons that will allow planting in your area conducive to good plant growth.

   c. In planning your planting dates, please allow time for transit. We will ship most orders via UPS, unless otherwise requested and reconfirmed for it. UPS does not provide protective services, so we will avoid shipping at times when there is a danger of freezing en-route.

   d. During the SPRING shipping season, we will likely ship during a short window in late October or early November, when we are sure there are sufficiently "hardened off" to ship and when the weather permits.

4. SUBJECT ONLY TO THE EXPRESS WARRANTY SET FORTH ABOVE. AND IN NO CASE SHALL SELLER BE RESPONSIBLE FOR CONSEQUENTIAL DAMAGES OR LOSS OF REVENUE, WHETHER SUCH DAMAGES OR LOSS ARE DIRECT OR INDIRECT, OR RESULT FROM THE USE OR MISTAKES OR APPLICATION OF THE SELLER'S PRODUCT.

5. THE GOODS ARE SOLD "AS IS" AND "WITH ALL FAULTS," NON-CONFORMITY OR DEFECTIVE QUALITY OR PERFORMANCE, OR OTHER CAUSES BEYOND SELLER'S CONTROL.

6. NO SATISFACTION SUBMITTED BY NOVEMBER 1

7. B. NON-ASSIGNMENT: The rights and benefits of Buyer are personal to it and may not be transferred or assigned, voluntarily or involuntarily, by Buyer or its successors or assigns.

8. COSTS AND ATTORNEY'S FEES: If Buyer fails to pay all costs of collection and attorney's fees incurred by Seller, whether or not suit is filed. The parties agree that Berrien County, Michigan is the site of the transaction and the proper venue for any action regarding this agreement.

9. PLANT MATERIALS: The fruit trees sold by Seller are not in the business of providing consulting services or recommendations to Buyers regarding what varieties of fruit trees they should purchase, plantings locations and densities. Those decisions are beyond the ability of Seller to make given all of the variables and thus those decisions are solely the Buyer's. Buyer shall not make any claim against Seller based on an allegation that made a recommendation that was either incorrect or negligent, and Buyer hereby disclaims, waives and relinquishes any such right or cause of action.

10. MARKETING MATERIALS: Seller may publish marketing materials and may also run advertisements promoting its products. The pictures and descriptions of the fruit in these publications are intended to be examples of ideal fruit under ideal conditions, and are not intended to be representative examples of all of the fruit that will be produced by the fruit trees. The varieties set forth elsewhere herein can and do reflect the fruit, and the pictures and descriptions of the fruit in the above-referenced publications are not intended to be a warranty (either express or implied) as to the quality or characteristics of the fruit under any and all combinations of potential variables. Buyer should not rely on those pictures or descriptions of fruit in those marketing materials or advertisements as a basis for its decision to purchase the product as those pictures and descriptions do not necessarily depict the resulting crop for any of a number of reasons beyond our control.

   THE FOREGOING WARRANTY IS A PART OF THE BARGAIN HEREFREN AND 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, AND 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 CONSEQUENTIAL OR SPECIAL DAMAGES REGARDLESS OF WHETHER THE PROBLEMS OR DEFECTS ARE DISCOVERABLE OR LATENT. THE EXISTENCE OF A SAMPL ExCAE OF THE GOODS SHAll NOT BE REGARDED AS PART OF THE BASIS OF THE BARGAIN AND SHALL NOT CREATE AN EXPRESS OR IMPLIED WARRANTY THAT THE WHOLE OF THE GOODS SHALL CONFORM TO THE SAME OR MODEL. THE GOODS ARE SOLD "AS IS" AND "WITH ALL FAULTS," SUBJECT ONLY TO THE EXPRESS WARRANTY SET FORTH ABOVE.

   5. CONTINGENCIES: 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.

   6. RISK OF LOSS OR DAMAGE: All risk of loss or damage to the plant material shall be on Buyer from and after delivery to a carrier or to Buyer, whichever delivery occurs first, and such loss shall not relieve Buyer from any obligations.

   7. DEFAULT AND REMEDIES: Time is of the essence of the agreement. If Buyer becomes insolvent, fails to make any payment within the time required, or fails to perform any other obligation imposed by this invoice, or by law, Buyer shall be in default and Seller may immediately enforce any and all remedies provided by law.

   8. COSTS AND ATTORNEY'S FEES: If Buyer fails to perform in accordance with this agreement; Buyer shall pay all collection costs and attorney fees incurred by Seller, whether or not suit is filed. The parties agree that Berrien County, Michigan is the site of the transaction and the proper venue for any action regarding this agreement.

   9. ASSIGNMENT: The rights 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.

   10. DELIVERY OF STOCK: Non-delivery of stock shall be excused in case of fire, frost, floods, drought, strikes, winter injury, and shortages of nursery stock, error in count or other reasons beyond Seller's control.

   11. PLANT PATENT RIGHTS: Under the laws of the United States, the owner of a plant patent has the right to control who propagates the patented plant. Similarly, the owner of a trademark for a plant variety or other product has the right to control who uses the trademark in commerce. It is a violation of the law to propagate any patented or trademarked plant material without the permission of the patent or trademark owner.

   12. ENTIRE AGREEMENT: Buyer and Seller agree that this invoice is the complete and exclusive statement of the agreement between the parties relating to the subject matter of this invoice. Written acceptance of any order or acceptance of delivery of the plant material constitutes acceptance of the above terms and conditions of sale.

   13. SEVERABILITY: If any terms or conditions of this Agreement are deemed illegal, void or unenforceable for any reason, then that term or condition shall be severed from this Agreement. All remaining terms and conditions shall remain in full force and effect.

Grandpa's Orchard, LLC and www.GrandpasOrchard.com

TERMS AND CONDITIONS OF SALE