



Terms and Conditions of Sale

TERMS OF PAYMENT: Payment is due in full at receipt of material, unless NET30 credit terms are applied for and approved. Under approved terms, payment is due within 30 days of receipt of product. Buyer shall be liable for any applicable expenses, including attorney fees, relating to the collection of past due amounts. If payment owed to the seller is not paid in full by due date, it shall be charged interest at the maximum legal rate of 1.5% per month--18% annually. If buyer fails to uphold any obligation within this agreement or shows evidence of unsatisfactory financial responsibility, seller reserves the right to discontinue business with the buyer at any time.

LIMITED WARRANTY & LIMITATION OF LIABILITY:

All products are sold "as is, where is, in current condition." Seller does not make ANY representations, guarantees or warranties, expressed or implied, to the description, performance, variety, quality, genetics, freedom from disease, pathogen or virus of products sold. BUYER AGREES THAT IN NO EVENT SHALL THE SELLER'S LIABILITY TO THE BUYER EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

PRICING: Pricing and availability are subject to field location and size verification and are therefore subject to change without notice. Unless otherwise specified in writing by the seller, the price quoted or otherwise specified on seller availability is guaranteed for ten (10) business. Prices may be exclusive of local and state taxes, surcharges, delivery and/or export fees.

BUYER'S DUTIES: By placing an order and/or confirming an estimate with the seller, you agree to purchase the material as listed. **The buyer assumes the sole responsibility for determining the suitability of the Product for the buyer's use.** In no event shall the seller be responsible for any damage, injury or loss caused by the misuse of the product, or buyer's negligence.

Tagging of plant material on site with the seller constitutes an order, and material is considered sold, and billable to the buyer. Adding or removing tags without seller authorization is not permitted. Estimates provided by the seller unconfirmed after ten (10) business days will not be guaranteed at any time.

CANCELLATION: Cancellations of any Product order is subject to approval by the seller. Rejection, cancellation or changes to orders may result in restocking fees. **Any cancellation or rejection of material that has been assembled or reserved**

from availability-listed material is subject to a 25% restocking fee. Brokered, dug B&B, or special ordered material may not be cancelled and/or is subject to a 100% restocking fee. Rejection **on site** or at delivery of pulled or ordered material due to quality or disease issues requires seller verification and approval to adjust normal fees. Orders held beyond specified shipment date or split into multiple shipments due to buyer choice or negligence may be subject to a 15% holding assessment.

PRODUCT RETURNS AND CREDITS

Seller shall have no liability for any defect of product unless buyer gives prompt written notice under reasoning of missing product, health, quality or identification errors. No credit for defective stock will be issued without sellers' approval and must be made within five (5) business days of purchase. Approved returns may be subject to restocking fees at the discretion of seller. Material must be returned in the same condition as sold. Claims made after plants are accepted "as is" are subject to being declined. Under no circumstances will seller assume responsibility for unsatisfactory, delayed or cancelled orders due to crop failure, natural disaster, weather, carrier damage, buyer negligence or any event beyond seller control. Under **no circumstances** will seller be responsible for a refund, replacement or credit more than the original invoiced purchase price of the material.

PICKUP, SHIPMENT AND DELIVERY:

Responsibility for risk or damage shall pass from seller to buyer upon delivery to buyer and/or receipt by carrier. Buyer assistance in unloading delivered material should be considered required. If large and/or heavy material is ordered, **it is the consumer's responsibility to notify us if you do not have a forklift, crane, or similar**, so that other delivery arrangements can be made. While seller will exercise all efforts to maintain delivery dates acknowledged, all shipping dates are approximate and not guaranteed. Seller reserves the right to make partial deliveries and charge delivery fees per delivery. Freight charges may vary between initial estimate and actual cost at time of shipment. Seller reserves the right to invoice actual freight charges incurred by any third party shipper.

GENERAL PROVISIONS: These terms and conditions supersede all other communications, prior oral or written statements regarding the subject matter of these terms and conditions.