

Florico Foliage Terms and Conditions

BINDING CONTRACT. These terms and conditions set forth the sole terms for the sale of goods and services by Florico Foliage, a Florida corporation (Florico), and any contract made for the sales of goods and services by Florico is expressly conditional on Buyer's assent to the terms stated herein. Florico Foliage disclaims, objects and rejects any Buyer document, including a purchase order or confirming order that in any way adds to, varies, conflicts with or attempts to alter these terms. In the event of any dispute between these terms and any document of Buyer, these terms shall control.

PRICES AND TAXES. All prices are FOB Florico's place of business. All future orders will be confirmed immediately but are subject to applicable prices at the time of shipment. All prices are subject to change without notice. Packing and shipping charges are not included in the prices and will be added to the invoice at the time of shipment. Prices are FOB our greenhouse, but are subject to change without notice.

MINIMUM ORDER. Florico's minimum order is 1 tray for customer pickup of a cultivar and if Buyer is shipping via common carrier please discuss minimums with carrier.

FREIGHT. We will ship by any carrier at your request. Buyer assumes all responsibility, risk of loss and liability resulting from shipping of your order by your carrier, and release and hold Florico harmless from any such claims. All shipping damages must be noted at the time of receipt of goods from the carrier. Any box breakage or other damages must be noted in writing on the carrier's bills of lading. Claim forms are available from the carrier.

CLAIMS. Our product becomes your property when you or the carrier accepts and signs the Bill of Lading or Sales Order. All claims must include pictures, claims not made to us within 48 hours after receipt are waived. Replacement plant material will be provided as soon as production plans permit or credit to the buyers account will be issued. Merchandise may not be returned or dumped without prior consent from our management. Claims are for plant products only. Merchandise may be subject to a 15% restocking fee. We do not credit flowering material.

LIMITATION OF CLAIMS FOR DEFECTIVE PLANTS. No plant claims covered by the limited warranty may be brought against Florico more than forty eight (48) hours after receipt. Claim notification must be in writing. No claims will be paid on flowering plants.

CREDIT ACCOUNTS. Orders will be accepted on a cash in advance basis only unless a written credit application has been submitted to and approved by Florico. Processing time for all credit applications is approximately 6 to 8 weeks. If buyer has established credit in the manner described above, the payment terms are NET 30. Any portion of the order cost not paid in accordance with these payment terms shall bear interest from the due date in the amount of 1.5% per month or at a rate not to exceed lawful limits, until paid. Payment on delinquent accounts is applied first to accrued interest. Delinquent payment with a credit card will incur a 3% processing fee when paying on credit accounts.

In the event that Florico has on file a credit card used for purchases, Buyer authorize Florico to charge such card for payments over 60 days late. In the event it becomes necessary to place the account with an attorney for collection, Buyer agrees to pay all costs of collection including reasonable attorney's fees and hereby waive their privilege of being sued in the county of their residence and agree if the suit is brought, that the venue will be in Orange County, Florida, at the option of Florico Foliage and Florida law shall govern the terms and conditions.

We agree to immediately notify Florico of any change in ownership or form of said business including bank account information. Extension of credit is conditioned of full compliance with terms and conditions, and may be discontinued at any time for failure to comply therewith. This instrument shall remain in full force and in effect until Florico Foliage Co. receives actual notice of revocation in writing. Customer certifies all information provided to Florico is true and correct.

In the event of any account or order you have with us has unpaid balances exceeding 60 days of age, Florico reserves the right to withhold further shipments under any order.

A \$25.00 charge will be assessed for all payments returned for insufficient funds.

APPLICABLE LAW: This agreement shall be deemed made in Orange County, Florida and shall be governed by Florida law without regard to its conflict of laws principles.

CONDITIONS. In consideration of Florico Foliage Co., extending credit, we do agree jointly and severally to pay for all goods, wares, and merchandise supplied to us and/or the above named business. Customer authorizes Florico to release the credit application as consent to release of information to Florico by credit bureaus, the listed bank references and trade references.

LIMITED WARRANTY. Florico warrants its plants to be true to name, and to be in good living condition at the time of delivery to the common carrier. Buyer's remedy is limited, in the sole discretion of Florico, to replacement of any plants determined to be defective and covered by this limited warranty. Replacement plant material will be provided as soon as production plans permit. Claimed defective plants must be discarded and documentation of such provided.

FORCE MAJEURE. Florico shall not be responsible or liable for any delays in service completion due to any cause or condition beyond its control, including, without limitation, fire, flood, earthquake, labor dispute, shortage of materials or supplies, riot or other civil disturbance, war, acts of God or nature, accident, or any acts of any government.

LIMITATION ON LIABILITY: Under no circumstance shall Florico's liability to Buyer exceed the value of this agreement. Under no circumstances, whether arising in contract, tort, equity or otherwise, shall Florico be liable for consequential, incidental or special damages (including loss of use, lost profits, increased operating or maintenance expense), related to the provision of services or goods.

DISPUTE RESOLUTION: Any action arising out of it shall be governed by Florida law and shall be brought in the District or Circuit Court for Orange County or in the U.S. District Court for the Florico. Buyer consents that such courts shall have personal jurisdiction over Buyer as to any such action and that the mailing of any process to Buyer's last known address by registered mail shall constitute lawful and valid service of process.

EXCLUSION OF OTHER WARRANTIES. THE LIMITED WARRANTY STATED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND FLORICO FOLIAGE HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR FUTURE GROWTH. NO WARRANTIES OR REPRESENTATIONS MADE AT ANY TIME BY ANY REPRESENTATIVE OF FLORICO FOLIAGE SHALL BE EFFECTIVE TO VARY OR EXTEND THE LIMITED WARRANTY OR OTHER TERMS.

MISCELLANEOUS: All notices shall be provided to the addresses set forth in this agreement and if none are provided, to the party's resident. Wherever possible, all terms shall be interpreted consistently. If a conflict arises as to price, payment or delivery, the typed terms on the front page shall control over printed provisions on this side. For any other conflict, these Terms and Conditions shall control. No usage in trade shall create a conflict with these terms. Florico reserves the right to correct any typographical error in this Agreement. If any provision is determined to be unenforceable, the remainder of this agreement shall remain in full force and effect.

ENTIRE AGREEMENT AND AMENDMENT: This agreement contains all of the terms of the agreement between Florico and Buyer as to its subject matter and supersedes all prior oral or written representations, agreements, and other communications between Florico and Buyer. This agreement may be amended only in writing and signed by Florico and an officer of Buyer.

AUTHORITY TO SIGN. The person signing below certify that such person(s) possesses the authority to (1) apply for credit with Florico in behalf of the applicant, (2) authorize any credit investigation Florico may deem necessary, (3) to fully bind the applicant to these terms and conditions. In the event that person(s) signing below does not possess such authority, the person(s) agree to guarantee any credit extended by Florico pursuant to this Agreement.