

# CREDIT TERMS AGREEMENT

The undersigned ("Purchaser") agrees that all purchases made by Purchaser from Seller or any of its subsidiaries and affiliated entities ("Seller") is subject to the following terms and conditions.

1. All amounts due for goods and services purchased from Seller are payable at the Seller's distribution facility from which the goods and services are delivered. Purchaser acknowledges that such amounts are not payable in installments but are payable in full as stated herein.
2. All amounts due Seller are payable in accordance with the payment terms granted by Seller's credit department from which the goods and services are delivered. If any amount due Seller is not paid in accordance with such payment terms a delinquency charge shall be added to the sum due, such charge shall equal the amount obtained by multiplying the delinquent balance by the purchaser of (a) one and a half percent (1 ½%) per month or (b) the maximum lawful rate permitted to be charged under applicable state laws, whichever is less.
3. Purchaser shall pay Seller a service charge in an amount equal to the greater of \$25.00 or 5% of the check balance for all checks returned by Purchaser's bank, provided however, that such service charge shall not be due and payable in the event such payment would result in the violation of the usury laws of the applicable jurisdiction.
4. In the event the account is turned over to an attorney or other agency for collection our suit is brought on same, or the same is collected through any judicial proceeding whatsoever, Purchaser shall pay 33-1/3% attorney's fees of the amount due hereunder and court costs incurred by Seller.
5. Purchaser shall notify Seller by certified mail of any change of ownership of Purchaser. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct, and complete in all material respects, and Purchaser authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser.
6. Offer and Acceptance: Buyer's order constitutes an offer to Seller which will be subject to this written acceptance by Seller. The acceptance incorporates these Terms and Conditions.
7. Price: Orders are accepted by Seller subject to delivery when available, at Seller's prices in effect on the shipment date, unless otherwise agreed by the parties.
8. Taxes: Any existing tax, excise or governmental charge imposed upon the production, sale, use or transportation of or value added to any material sold hereunder which Seller may be required to pay, shall be paid by Buyer to Seller in addition to the purchase price. Buyer shall provide Seller upon request, with completed exemption certificates for any tax from which Buyer claims exemptions.
9. Shipment and Delivery: All shipping information transmitted to Buyer, including shipping and delivery dates, represents only the best estimate of Seller. In the event that delays are encountered by Seller in obtaining equipment, materials and/or services, the shipping schedule will be extended as necessary to accommodate such delays. Seller shall not be liable for direct or consequent loss or damage due to suspension or delay in manufacture, shipment, delivery, etc., attributable to causes beyond the reasonable control of Seller. Risk loss and risk of delay in transit shall pass to Buyer upon acceptance of goods by carrier at point of shipment (when delivered by common carrier) or upon delivery to Buyer (when delivered by Seller).
10. Force majeure: Seller shall not be liable for its failure to make delivery and Seller shall be excused for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, strikes, delay in transportation, or any other circumstance or event beyond the reasonable control of Seller in the reasonable

conduct of its business. In the event of such delay, the time of delivery shall be appropriately extended. If delay is caused by the act of failure to act by Buyer, Seller shall be reimbursed for any costs it incurs as a direct result of such delay.

11. Inspection and Claims: Buyer shall inspect and test the goods delivered immediately upon receipt for damage, defect, or missing parts and shall notify Seller of any such damage, defect or missing parts within ten (10) days of receipt. All claims for any cause whatsoever, whether bases in contract, negligence or other tort, strict liability, breach of warranty or otherwise, shall be deemed waived unconditionally and absolutely unless Seller receives written notice of such claim not later than thirty (30) days after Buyer's receipt of the goods with respect to which such claim is made.
12. Warranty: Buyer acknowledges that Seller is not the manufacturer of the goods, and that warranty with respect to the goods shall be provided to Buyer by the manufacturer or manufacturers thereof. Seller shall pass any such warranty through to Buyer, and shall furnish Buyer with a copy thereof. **SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, AND SPECIFICALLY, BUT WITHOUT LIMITATION, DISCLAIMS, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Buyer agrees to look solely to the manufacturer in the event of any defect or alleged defect in the goods.
13. Liability: Buyer, for itself and its employees, agents and contractors, hereby releases Seller from any and all claims, whether in contract, tort, strict liability or otherwise, for any direct, special, incidental or consequential damages for injuries to persons or property, labor costs, lost profits, or otherwise, which may result from or be incurred incident to Buyer's use, ownership or operation of the goods, and Buyer shall indemnify and hold Seller harmless from and against all damages, losses or other liabilities resulting from any such claims brought by third parties.
14. Title Retention/Security Interest: Title to the goods shall remain with Seller until payment in full for the goods is received by Seller, Moreover, Buyer hereby grants to Seller a security interest in the goods to secure the payment in full of the purchase price to Seller.
15. Choice of Law: This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, and the parties agree and consent to exclusive jurisdiction and venue in the state of federal courts in Pennsylvania.
16. General: These terms and conditions constitute the entire agreement of the parties. No person is authorized to make any oral modification hereof, and written modifications hereof may be made only by Seller's duly authorized officers in Gibsonia, Pennsylvania. In the event of any conflict or variance between these terms and conditions and Buyer's business forms, these terms and conditions shall prevail. In the event that any provision contained herein is held to be invalid or unlawful, such provision shall be severable from the remaining provisions hereof which shall remain in full force and effective. No waiver of any provision hereof shall constitute a waiver of any other provision, and no single provision shall be held to constitute a continuing waiver or a subsequent waiver.

**SELLER**

KRIGGER & COMPANY, INC  
4360 Gibsonia Road  
P.O. Box1427

Gibsonia, PA 15044

1-800-252-TURF (8873)

**PURCHASER** \_\_\_\_\_

**City, St, Zip** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name**

**SIGNED**

\_\_\_\_\_  
**Printed Name**

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_