

TERMS AND CONDITIONS OF SALE

1. Governing Provisions

These Terms and Conditions (the "Agreement") constitute an offer by CARLIN SALES CORP. ("Seller") to provide the goods and/or services described herein (the "Products") to the offeree ("Buyer"), subject to the terms and conditions set forth herein. Buyer may not modify, renounce or waive any term or condition or any of Seller's rights or remedies, unless Seller consents in writing. Seller agrees to provide the Products to Buyer only on the terms of this Agreement, notwithstanding any language in Buyer's purchase order, if one exists, or other writing or oral representation previously or hereafter received by Seller purporting to amend or replace the terms of this Agreement with any different or additional terms or reciting that provision or delivery of the Products or any other action or inaction by Seller constitutes agreement or consent by Seller to such amendment, modification or replacement. SELLER'S AGREEMENT TO PROVIDE THE PRODUCTS IS EXPRESSLY LIMITED TO THESE TERMS AND CONDITIONS.

2. Acceptance

Buyer shall be deemed to have made an unqualified acceptance of this offer and it shall become the Agreement between the parties on the earliest to occur of the following: (a) Seller's receipt of a copy signed by Buyer; (b) Buyer's payment of any amounts due under this offer; (c) Seller's delivery of the Products; or (d) any other event constituting acceptance under applicable law. Seller reserves the right to accept or reject purchase orders in its sole discretion.

3. Returns, Cancellation or Modification

Buyer may not cancel or modify its order except upon terms accepted in writing by Seller. In the event of such cancellation or modification, Buyer shall compensate Seller for all resultant costs and damages. All returns for credit must have the prior approval of our office and must be made for valid reasons. The credit granted for such returns will be based on the invoice value at the time of purchase and will be assessed a 25% restocking charge, unless otherwise authorized. Proof of purchase is required, and no returns will be considered 30 days after date of purchase. Special order items may not be returned for any reason. The

Product(s) must be in the original packaging and must be in salable condition to be accepted for return.

All claims for alleged defects in product purchased from Carlin Sales Corp/ProGreen Plus shall be deemed waived unless made in writing and delivered to us within ten(10) days after acceptance of goods by the buyer. The buyer shall allow us to inspect all goods on which any claim is made.

4. Price

The prices specified on the form, and any applicable transportation charges, may be changed without notice to Buyer. All prices and transportation charges are based on the time the Products are shipped. Changes in pricing from the time of quotation or order entry to shipment date will generally reflect raw material price changes or cost changes beyond Seller's control. Buyer shall be responsible for all taxes associated with the purchase and sale of the Products, in addition to purchase prices.

A deposit may be required with certain special orders, particularly those shipped direct from the factory. These orders will be subject to a cancellation charge, if cancellation is authorized.

We are required to collect tax from all purchasers, unless we are provided with a tax exempt certificate and have the paperwork on file at Carlin Sales Corp/ProGreen Plus. We must charge the tax on all items which the state(s) designates as taxable.

5. Payment

Payment shall be due as set forth on Seller's invoice. Buyer shall pay a delinquency charge of 1-1/2% per month on any amount due and unpaid more than 30 days from the date of the invoice billing such amount. This is an annual percentage rate of 18%. Seller reserves the right to require Buyer to pay for Products in advance, C.O.D., or by other means of secured payment acceptable to Seller.

The parties hereby agree that this Agreement shall constitute the Security Agreement required by the Uniform Commercial Code ("UCC") of the appropriate state. Buyer hereby grants Seller a security interest in the Products, wherever located, and all proceeds thereof, to secure Buyer's payment in full for the Products. Buyer hereby authorizes Seller to execute any UCC financing statement, or any other document necessary or appropriate, to protect Seller's security interest.

If any legal action or threatened legal action is made or brought by or against Seller regarding the subject matter of this Agreement (including, but not limited to, collection actions against the Buyer) and Seller prevails in whole or in part, Buyer shall reimburse Seller for its reasonable attorneys' fees, costs and any other expenses incurred in connection with the threatened legal action or legal action.

Discounts are allowed on certain products and will be specified on the invoice. These discounts (net pricing) are available on invoices paid within ten (10) days. List pricing is due for invoices paid after 10 days. Credit can be established by submitting a credit application or by printing out the credit application form via our website at www.carlinsales.com. Please allow up to three (3) weeks for complete processing.

C.O.D. terms apply to all accounts which have not established an open line of credit or may have a past due balance. Carlin/ProGreen accepts Visa, Mastercard and checks. For customers expecting delivery, payment must be made in advance. Our drivers do not handle any cash, checks or credit cards.

For customers who wish to use credit cards, charges will be made to the credit card at time of shipment/invoice. Payment must be made at the time product is shipped. As such, the credit card information must be provided at the time of ordering. Credit cards WILL NOT be accepted to pay off charges that have been incurred on an open account after an invoice has been generated. At Seller's discretion, Seller can charge up to a 3% transaction/processing fee on credit card transactions.

6. Delivery and Delay

Seller shall deliver the Products to Buyer F.O.B. the location named by Seller. For deliveries Seller agrees to make via Seller's own trucks, Seller assumes the risk of damage to and loss of Products until delivery to the named location. For deliveries via Buyer's or a third party's vehicles, Buyer assumes the risk of damage to and loss of the Products from and after the Products are made available at Seller's facility. Seller's shipment policies regarding, among other things, charges based on size of shipment, as in effect from time to time, shall apply to all deliveries. Seller is not responsible for loading or transporting Product unless Seller expressly agrees otherwise in writing. Delivery dates are approximate. Seller will make every effort to meet its agreed upon

TERMS & CONDITIONS

shipment date. Seller shall not, however, be liable to Buyer for any loss or damage due to delays in delivery resulting from causes beyond Seller's reasonable control, including, without limitation, delays in transportation, equipment breakdowns, delays of suppliers, inability to obtain necessary labor, materials or facilities and acts of God. Partial deliveries shall be permitted. Buyer's exclusive remedy for such delays, and for Seller's inability to deliver for any reason, shall be rescission of the affected order.

We offer delivery as indicated on our map in our catalogue. Carlin delivery charges will vary by location – please contact your sales representative for pricing. Orders for delivery must be placed no later than noon on the day before delivery is expected. Carlin Sales Corp./ProGreen Plus may change the delivery schedule at any time without notice.

We ask that you place your order in advance to pick-up; this will help us to process your order prior to pick-up. Accepted method of payment: open account, Visa, MasterCard, cash or check. Will Call hours are posted on our website. We offer seasonal Saturday hours. Please call ahead to confirm Will Call hours.

For those customers who are not in our delivery area, all merchandise is shipped F.O.B. SHIPPING POINT, via best method including common carrier, United Parcel Service (UPS) or other means. We reserve the right to select the most reliable carriers from our warehouse. If you require special shipping instructions, please request them at the time of placing your order. Usual and customary shipping and handling fees will be added to each parcel.

Shipments may be made from any of our warehouse locations, depending on available inventory. There is a \$7.50 handling charge for the first package and \$3 handling charge for each additional package on an order. Based on UPS, Speedee Delivery or common carrier policy, there may be additional charges for hazardous materials. Any shipping damage you discover must be reported to the carrier and to us immediately.

All orders will be filled completely, to the best of our ability. We are not obligated to prepay the freight on back orders, which were not available at the time of original shipment. The minimum order requirement does not apply to back orders. On all items

shipped from the factory or locations other than our warehouse, shipping charges are added to the invoice and billed to the customer.

7. Disclaimer of Warranties

SELLER MAKES NO WARRANTIES REGARDING THE PRODUCTS. PRODUCTS ARE SOLD AS IS. Seller shall, if reasonably practicable and permissible, assign to Buyer any warranty a third party manufacturer may offer for Products. However, CSC does not adopt, guarantee or represent that the manufacturer will comply with the terms of any such warranty. SELLER'S AGGREGATE LIABILITY SHALL BE LIMITED TO THE MONIES PAID TO SELLER HEREUNDER. SELLER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE OR RESPONSIBLE TO BUYER, THE END USER, OR TO ANYONE CLAIMING UNDER EITHER OF THEM, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR SELLER'S UNDERTAKINGS, ACTS OR OMISSIONS. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS.

SELLER HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any oral or written description of the Products is for the sole purpose of identifying the Products and shall not be construed as an express warranty. No further warranties may be made or implied by any agent, representative, or employee of Seller without the explicit written consent of an office of the Seller.

8. Governing Law

The internal laws of the State of Wisconsin shall govern the rights and obligations of Seller and Buyer under this Agreement. Any controversy or claim arising out of or relating to this Agreement shall be determined by binding arbitration in accordance with the Commercial Arbitration Rules of the

American Arbitration Association. The place of arbitration shall be Milwaukee, Wisconsin. Judgment on any award rendered by the arbitrator(s) may be entered by any court of competent jurisdiction. Buyer hereby irrevocably submits to the jurisdiction of any state or federal court located in Wisconsin for such purpose.

9. Miscellaneous

Seller reserves the right to correct clerical or similar errors relating to price or any other term shown in the Agreement. Invalidity or unenforceability of any term or part of the Agreement shall not affect the validity or enforceability of the remainder of the Agreement. Failure of either party to insist, in any one or more instances, upon performance of any term, covenant or condition of the Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or the future performance of such term, covenant or condition. Seller's rights under the Agreement shall be in addition to any other rights Seller may have and shall not prejudice any such right. Buyer shall not assign this Agreement or its rights or obligations hereunder.

10. Entire Agreement

THE TERMS AND CONDITIONS SET FORTH HEREIN CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE PURCHASE OF THE PRODUCTS AND SUPERCEDE ALL OTHER AGREEMENTS OR COMMUNICATIONS, WRITTEN OR ORAL, WHICH MAY BE DEEMED TO BE INCONSISTENT WITH IT AND MAY NOT BE AMENDED OR ALTERED EXCEPT BY A WRITING SIGNED BY SELLER.

Please visit our website
www.carlinsales.com
for our Terms & Conditions.

ALL RECOMMENDATIONS MADE HEREIN ARE DRAWN AND COMPILED FROM RECOGNIZED HORTICULTURAL SOURCES. THE ONLY WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, IS THAT ALL PRODUCTS CONFORM TO THE DESCRIPTION ON THE LABEL. CARLIN SALES CORPORATION / PROGREEN PLUS SHALL NOT BE RESPONSIBLE FOR DAMAGE OR LOSS OF ANY KIND. ANY CLAIMS FOR SUCH DAMAGE OR LOSS SHALL BE DIRECTED TO THE MANUFACTURER FOR REDRESS.

ORDER FORM



Carlin Horticultural Supplies
 800-657-0745 • Fax: 414-355-3107
 www.carlinsales.com • info@carlinsales.com
ProGreen Plus
 262-789-9550 • Fax: 262-789-9509
 info@progreenplus.com



Milwaukee, WI • New Berlin, WI • Joliet, IL • St Paul, MN

Bill To (Address on Credit Card Statement):	Ship To:
Company: _____	Company: _____
Contact: _____	Contact: _____
Telephone: (_____) _____	Telephone: (_____) _____
Street: _____	Street: _____
City: _____	City: _____
State: _____ Zip: _____	State: _____ Zip: _____
Customer Number: _____	Ship Via: _____ Ship Date: _____
Special Instructions / Reference / PO Number: _____	

Special Notice Pertaining to Chemical Purchases: If purchasing **Restricted Use Chemicals**, we require a copy of your certified pesticide applicators license on file prior to shipment. If you need information about obtaining a license, please contact your county agent.

Credit Card: VISA MasterCard Card Number _____ V-Code: _____
 Name on Card _____ Exp. Date: ____ / ____

Quantity	Unit of Measure	Item Number	Description	Unit Price	Total

Authorized Signature: _____
 Date: _____

Total	
Plus State or Local Tax on total order (where applicable)	
Total Due	
Amount Enclosed (Check or Money Order)	
Tax Exempt Form Enclosed	Yes No

Shipping: Unless otherwise instructed, we will select the best way to ship your order via United Parcel Service, truck, etc., depending on the size and weight of the order and the transportation service available in your area. If we pre-pay your shipment, we will add the appropriate delivery charges to your invoice.

Terms: All prices are F.O.B. shipping point, subject to change without notice. Sales and use taxes must be added when applicable. Terms are check or VISA/MasterCard with order unless credit has been established with Carlin Sales Corp./ProGreen Plus. There is an additional charge for UPS C.O.D. and UPS Hazardous.

WARRANTIES - All warranties shall be the responsibility of the manufacturer and are subject to the terms as stated in the manufacturer's warranty. Carlin Sales Corp./ProGreen Plus makes no other warranty of any kind, expressed or implied, including any warranty of fitness of the property for any particular purpose, even if that purpose is known to the seller. The only warranty or representation, expressed or implied, is that all products conform to the description on the label. Carlin Sales Corp./ProGreen Plus shall not be responsible for damage or loss of any kind. Any claims for such damage or loss shall be directed to the manufacturer for redress.



SETTING UP AN ACCOUNT

If you would like to open up a COD account with Carlin Sales/ProGreen Plus, please fill out the Customer Information form on page 263. We accept Visa, MasterCard, check and cash in our Will Call offices at time of product pick-up or in advance of product delivery.

If you would like to establish an open line of credit with Carlin Sales/ProGreen Plus, please fill out the Credit Application form on pages 264-266. Please fill out this form in its entirety to expedite the approval process.

Please submit completed form via mail, fax or e-mail:

Attn: New Accounts

Carlin Horticultural Supplies/ProGreen Plus
8170 N. Granville Woods Road
Milwaukee, WI 53223

Fax: 414-355-3107

AR@carlinsales.com

Take a Look Back...



CUSTOMER INFORMATION FORM



Carlin Sales
800-657-0745 • 414-355-2300 • Fax: 414-355-3107
www.carlinsales.com • info@carlinsales.com
ProGreen Plus
262-789-9550 • Fax: 262-789-9509
www.progreenplus.com • info@progreenplus.com



Milwaukee, WI • New Berlin, WI • Joliet, IL • St Paul, MN

General Information

Legal Business Name _____ Phone _____
Billing Address _____ Fax _____
City _____ State _____ Zip _____ E-Mail Address _____
Shipping Address _____ Web Site Address _____
City _____ State _____ Zip _____ County _____
Contact Name _____ PO required? _____ Date business started _____ Greenhouse size _____

Business Entity

Sole Proprietorship Corporation Limited Liability Corporation Partnership
Social Security or Federal ID Number _____ State of Incorporation _____
List any d/b/a or Trade Names _____ Parent Company (if Subsidiary) _____

Principal Owners/Officers

Name _____ Phone _____ SSN# _____
Home Address _____ Title _____
Name _____ Phone _____ SSN# _____
Home Address _____ Title _____
Name _____ Phone _____ SSN# _____
Home Address _____ Title _____

Type of Business: To help us classify your account, please circle all that apply

- | | | | |
|--------------------|--------------------|-------------------------|---------------------------------|
| A. Bedding Plants | H. Perennials | O. Grounds Maint | U. Other: (Specify) _____ |
| B. Roses | I. Wholesale Sales | P. Interiorscape | _____ |
| C. Easter Lilies | J. Retail Sales | Q. School/Instution | V. Lawn Care Operations |
| D. Geraniums | K. Garden Center | R. Fruits/Vegetables | W. Hardscape |
| E. Poinsettias | L. Greenhouse | S. Extensions/Educators | X. Ponds |
| F. Plug Production | M. Nursery | T. Golf Course | Y. Vegetable Production/Markets |
| G. Propogation | N. Landscaper | | Z. High Tunnel |

Sales Tax

Taxable Resale Non-Profit
Industrial Government Agricultural

Please attach a copy of exemption certificate. We must charge sales tax unless we have a certificate on file.

Pesticide License

Not Applicable

If applicable, must provide a photocopy of license

Licensed Person _____

Certificate Number _____

Categories _____

Expiration Date _____

Please Return to:

Carlin Sales Corporation/ProGreen Plus
8170 N. Granville Woods Road
Milwaukee, WI 53223
Fax: 414-355-3107

Internal Use Only

Date Received _____ Whse/Div _____ / _____
Inside Rep _____ Route _____
Outside Rep _____ County _____



CREDIT APPLICATION

8170 N Granville Woods Road, Milwaukee, WI 53223 • Phone: 800-657-0745 • Fax: 414-355-3107



Please Return to:
Carlin Horticultural Supplies
8170 N Granville Woods Road
Milwaukee, WI 53223
Fax: 414-355-3107
AR@carlinsales.com



CREDIT APPLICATION – page 1 of 3

Filing out this application in its entirety will expedite the processing and approval of your credit limit. We suggest contacting your trade references and your banker to encourage their prompt response.

Date of request _____

Legal Business Name _____ Phone _____

Billing Address _____ Fax _____

City _____ State _____ Zip _____ E-Mail Address _____

Shipping Address _____ Web Site Address _____

City _____ State _____ Zip _____ County _____

Contact Name _____ PO required? _____ Date business started _____ Greenhouse Size _____

Accounts Payable Contact Name _____

Business Entity

Sole Proprietorship Corporation Limited Liability Corporation Partnership

Social Security or Federal ID Number _____ State of Incorporation _____

Annual sales _____ Approximate number of employees _____

List any d/b/a or Trade Names _____ Parent Company (if Subsidiary) _____

Principal Owners/Officers

Name _____ Phone _____ Email _____

Home Address _____ Title _____

Name _____ Phone _____ Email _____

Home Address _____ Title _____

Name _____ Phone _____ Email _____

Home Address _____ Title _____

Type of Business: To help us classify your account, please circle all that apply:

- | | | | |
|--------------------|--------------------|-------------------------|---------------------------------|
| A. Bedding Plants | H. Perennials | O. Grounds Maint | U. Other: (Specify) _____ |
| B. Roses | I. Wholesale Sales | P. Interiorscape | _____ |
| C. Easter Lilies | J. Retail Sales | Q. School/Instution | V. Lawn Care Operations |
| D. Geraniums | K. Garden Center | R. Fruits/Vegetables | W. Hardscape |
| E. Poinsettias | L. Greenhouse | S. Extensions/Educators | X. Ponds |
| F. Plug Production | M. Nursery | T. Golf Course | Y. Vegetable Production/Markets |
| G. Propogation | N. Landscaper | | Z. High Tunnel |

CREDIT APPLICATION

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Sales Tax

Taxable Resale Non-Profit Industrial Government Agricultural

Please attach a copy of Sale Tax Exemption Form. We must charge sales tax unless we have a sales tax exemption form on file from your State's Dept of Revenue. A copy of your certificate is not acceptable as your tax exemption status. Your seller's permit number/resale permit number is NOT your Federal ID#. Please call with any questions.

Pesticide License Not Applicable **If Applicable, must provide a photocopy of license**
Licensed Person _____ Certificate Number _____
Categories _____ Expiration Date _____

Credit limit desired \$ _____ If over \$5,000, Financial Statements MUST be attached

Billing

Our normal practice is NOT to send monthly statements. Do you require a monthly statement? Yes No
Would you like to receive your invoices via e-mail? Yes No E-mail address _____
Would you like to receive your invoices via fax? Yes No Fax number _____ attn: _____

Bank Reference

Bank Name _____ Contact _____
Phone Number _____ Fax Number _____
Checking Account Number _____ Savings Account Number _____
Type of Loans Commercial _____ Installment _____ Mortgage _____

HORTICULTURAL (preferred) Trade References

(1) Name: _____ **Contact:** _____ **Acct#:** _____
Address: _____
Email _____
Phone # _____ Fax #: _____
(2) Name: _____ **Contact:** _____ **Acct#:** _____
Address: _____
Email _____
Phone # _____ Fax #: _____
(3) Name: _____ **Contact:** _____ **Acct#:** _____
Address: _____
Email _____
Phone # _____ Fax #: _____

CREDIT APPLICATION

CREDIT APPLICATION - page 3 of 3

TERMS AND CONDITIONS - I acknowledge that I have read and understand the terms and conditions as delineated on the Carlin web site with a copy provided to me as an attachment to this application.

Please sign as an owner and/ or officer of the firm _____

Personal Guaranty

In consideration of credit being extended by Carlin Sales Corp. ProGreen Plus to _____, for merchandise to be purchased on a continuous basis whether applicant be an individual or individuals, a proprietorship, a partnership, a corporation, or other entity, the undersigned guarantor or guarantors each hereby contract and personally guarantee to Carlin Sales the faithful payment, when due, of all accounts of said applicant(s). The undersigned guarantor or guarantors each expressly waive all notice of acceptance of this guarantee, notice of extension of credit to applicant, presentment, and demand of payment on applicant, protest to undersigned guarantor or guarantors of dishonor or default by applicant or with respect to any security held by Carlin Sales, extension of time of payment or partial compromise, all other notices to which the undersigned guarantor or guarantors might otherwise be entitled and demand for payment under this guarantee. Any revision of this guarantee shall be in writing, delivered to, and signed by an officer of Carlin Sales.

Print Name _____ Signature _____ Date _____

Print Name _____ Signature _____ Date _____

Agreement

I agree to comply with the credit terms of Carlin Sales Corp./ ProGreen Plus and the conditions of sale and will pay any and all penalty and interest service charges on past due accounts. In the event that attorney fees or other collection expenses are incurred in the collection of my account, I agree to pay all said fees and expenses. The terms and conditions of sale are subject to and will be construed in accordance with the laws of the State of Wisconsin.

I hereby grant permission to those listed as Banking and trade references above to release information to Carlin Sales Corp. / ProGreen Plus as required to establish and continue our offering of commercial credit.

I hereby certify that the information provided on this Credit Application is true and correct and is being used to support the Carlin/ ProGreen credit decision. Faxed copies will be accepted as signed originals. No oral agreements or modifications will supersede this written agreement.

Signature _____ Title _____ Date _____

Print name _____

CREDIT CARD AUTHORIZATION

I authorize Carlin Sales Corp./ProGreen Plus the continuing right to charge any amounts under \$2,000 and 45 days past due to my credit card.

Type of Card Visa _____ Master Card _____

Credit Card Number _____ - _____ - _____ Expiration date Month _____ / year _____

CSV Number (three digits back of card) _____

Name on Card

Signature of Cardholder

Internal Use Only

Date Received	_____	Inside Rep	_____
Entered By	_____	Outside Rep	_____
Date Completed	_____	Branch/Whse	_____

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