



**Home Office**  
3441 E. Harbour Drive, Phoenix, AZ 85034  
602.437.9530  
EwingIrrigation.com | EwingLandscapeMaterials.com

## INVOICE

COD  
\* 22110 \*

4 Ewing Pacheco  
5399 Pacheco Blvd  
Pacheco CA 94553  
PHN 9256873220 FAX 9256873725

ORDER # 14679669  
INVOICE # 18334949  
PAGE 1 of 1  
ORDERED 11/29/2022

SOLD TO: ZAMORA GARDEN SERVICE  
# 128947 4216 VALLEY AVE  
MARTINEZ CA 94553-1442  
PH 9253726843

SHIP TO: ZAMORA GARDEN SERVICE  
4216 VALLEY AVE  
MARTINEZ CA 94553  
PH 9253726843

DELIVERY INSTRUCTIONS: \_\_\_\_\_

PO# \_\_\_\_\_ BUYER: JAIMEZAMORA PH: 9253726843  
P21 JOB: \_\_\_\_\_ EIP#: \_\_\_\_\_ BY: MATT R QUOTE#: \_\_\_\_\_  
EWING JOB: \_\_\_\_\_ JOB REF: stock

QTY ORDER	QTY SHIP	QTY B/O	ITEM DESCRIPTION	NET	EXTENDED	LINE#
36.00	36.00	0.00	24043550 GOPHER BASKETS 5GAL (1PK)	6.0953	219.43	1
36.00	36.00	0.00	24043510 GOPHER BASKETS 1GAL (2PK)	6.5475	235.71	2

**SUB-TOTAL:** 455.14  
**TOTAL FREIGHT:** 0.97  
**TAX:** 39.83  
**CASH:** 495.94  
**UNAPPLIED PAYMENT:** 0.00  
**AMOUNT DUE:** 0.00

FILLED BY \_\_\_\_\_  
DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
Acknowledgement of receipt of goods listed above.

DELIVERED BY \_\_\_\_\_

PRINT NAME \_\_\_\_\_

DATE \_\_\_\_\_

NO CASH REFUNDS. Sale subject to terms and conditions on reverse  
No recommendations have been made by, or provided to, the seller concerning the use of the pesticide covered by this invoice.  
PROPOSITION 65 WARNING: Some of the products on your order may expose you to chemicals that are known to the State of California to cause cancer, birth defects and reproductive harm. Learn more at <https://www.P65warnings.ca.gov/>

REMIT TO:  
Ewing Irrigation Products Inc.  
P.O. Box 208728  
Dallas, TX 75320-8728

ORIGINAL

## Terms & Conditions of Sale

1. **PURCHASE OF EQUIPMENT: HANDLING.** Ewing Irrigation Products, Inc. and Ewing Landscape Materials, a subsidiary of Ewing Irrigation Products, Inc. ("Ewing") has sold to Purchaser the irrigation and landscape materials and equipment listed on the face of this document (collectively, the "Equipment"). Purchaser acknowledges delivery of the Equipment and further acknowledges acceptance of the Equipment. Accordingly, title to the Equipment has passed to Purchaser. Purchaser may request, orally or in writing, that Ewing assist in the handling, loading or securing of the Equipment for shipment. In the event that Ewing renders such assistance, Purchaser shall assume all liability, and Ewing shall assume no liability or obligation for (i) damage to the Equipment, (ii) damage to other property, or (iii) any personal injury, arising out of or related to such assistance.
2. **PURCHASE PRICE: PAYMENT.** Purchaser agrees to pay to Ewing, at its office in Phoenix, Arizona, the purchase price for the Equipment noted on the face of this document. Unless otherwise agreed at the time of order, purchase prices are subject to change at any time. If Equipment is to be shipped, the invoice will reflect purchase prices prevailing at the time of shipment. Purchaser shall be responsible for, and agrees to pay all taxes, shipping charges, and other charges or fees, such as fees for special packaging and labeling of the Equipment. Unless otherwise noted, payment in full is due on the 10th day of the month following purchase. On any past due amount, Ewing may charge interest from the payment due date to the date of payment at the lesser of (i) 18% per annum or (ii) the maximum amount allowable under applicable law. In the event that the purchase price is collected in whole or in part through suit or other legal proceeding of any nature, then Ewing shall be entitled to collect all reasonable costs and expenses of collection, including reasonable attorneys' fees.
3. **SECURITY AGREEMENT AND FINANCING STATEMENT.** Purchaser grants to Ewing a security interest in the Equipment, and consents to the filing by Ewing of documentation reflecting such security interest. In the event that Purchaser fails to pay the purchase price in full, Ewing shall be entitled to all remedies available to a secured party under Article 9 of the Uniform Commercial Code.
4. **RISK OF LOSS; OTHER RISKS ASSUMED BY PURCHASER.** Purchaser assumes and agrees to be solely responsible for all care, maintenance, storage, installation and operation of the Equipment. Purchaser shall bear the entire risk of loss, theft, destruction of or damage to the Equipment.
5. **RETURNS.** Merchandise originally purchased from a Ewing Irrigation and Landscape Supply location may be eligible for a return. Eligibility is contingent on the merchandise being in the original sealed packaging, still under warranty and in saleable condition. Upon inspection and return authorization a potential re-stocking charge will be assessed and applied at Ewing's sole discretion. If the returned merchandise was special ordered at the customer's request it will be subject to the manufacturer's return policy, approval, shipping and handling as well as a re-stocking fee. This return policy and terms can change at Ewing's discretion, without prior notice.
6. **WARRANTY.** The sale of the Equipment is made without warranties of any kind, express or implied. EWING MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT (INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). Accordingly, Ewing shall not be liable for defects in materials or workmanship, or for damages incurred by Purchaser arising out of relating to defective installation or use of the Equipment. If the original equipment manufacturer offers a warranty, Ewing will pass through to Purchaser any transferable product warranties, indemnities, and remedies provided to Ewing by the manufacturer.
7. **LIMITATION OF LIABILITY.** In no event shall Ewing be liable to Purchaser for any incidental, indirect or consequential damages.
8. **AUTHORITY.** The agent of Purchaser who has signed this document or verbally ordered the Equipment, has full authority to conclude such purchase on behalf of Purchaser and to bind Purchaser to the provisions of this document.
9. **FORCE MAJEURE; CANCELLATION.** In no event shall Ewing be liable for its failure to preform or delay in performance due to events beyond its reasonable control, including strikes, riots, wars, fire, acts of God, and acts in compliance with any law, regulation or order of governmental authority. No order may be cancelled by Purchaser without prior written authorization from the Principal Office of Ewing, and such authorization may be conditioned upon the payment by Purchaser of all costs associated with such cancellation.
10. **VENUE.** Purchaser agrees that all courts of record sitting in Orange County, California, or in Maricopa County, Arizona, both state and federal, are the exclusive forums where any action, suit or proceeding in respect of or arising out of the purchase of the Equipment shall be prosecuted, and Purchaser consents to the jurisdiction and venue of such courts.
11. **ENTIRE AGREEMENT.** No employee or agent of Ewing has been authorized to make any promises, representations or warranties binding Ewing, other than those contained in this document or those which have been reduced to writing and signed by the general manager or an officer of Ewing. Any verbal or written statements made by an employee or agent of Ewing which are contrary to the provisions of this paragraph shall be deemed mere expressions of opinion, not binding on Ewing. This Agreement constitutes the entire agreement between Ewing and the Purchaser with respect to the purchase of the Equipment, and supersedes all prior and contemporaneous agreements, purchase orders, statements, negotiations and discussions, whether oral or written, between Ewing and Purchaser with respect to the Equipment.