



# Operations & Ordering ACCOUNT APPLICATION & CUSTOMER AGREEMENT



## CUSTOMER INFORMATION

Legal Business Name: <b>test</b>		Fed Tax ID: <b>12334</b>	Credit Line Requested? <b>Terms Requested</b>
DBA/Trade Name (if different):		Type of Business: <b>Retail - Other</b>	Years in Business: <b>2000</b>
Phone Number: <b>6047825092</b>	Email: <b>panwarsangeeta04@gmail.com</b>	Preferred Payment Method: <input checked="" type="checkbox"/> Credit Card <input type="checkbox"/> Check <input type="checkbox"/> WIRE	
Bill to Address: <b>123 20st</b>		City: <b>vancouver</b>	
State: <b>California</b>	Zip Code: <b>96162</b>	County:	Country: <b>USA</b>
Ship to Address [ <input checked="" type="checkbox"/> Same as Bill To]:		City:	
State:	Zip Code:	County:	Country:
Business Hours for Receiving: <b>test</b>	Dock Requirements: <input type="checkbox"/> Forklift On Site <input type="checkbox"/> Loading Dock <input type="checkbox"/> Liftgate Required	Notes for Shipper/Special Requirements/Limited Access:	
Ownership Structure: <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Not-for-Profit <input type="checkbox"/> Governmental			
Are you: <input checked="" type="checkbox"/> Privately Held or <input type="checkbox"/> Publicly Traded		Exchange:	Symbol:
Building: <input type="checkbox"/> Leased <input checked="" type="checkbox"/> Owned			
Are your purchases exempt from sales tax? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Net Worth of Business: \$	Have you/owners ever filed for bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you sell on the internet? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Website(s):	
If yes, do you sell on <input type="checkbox"/> Your Website and/or <input type="checkbox"/> Third Party Websites			

## PRINCIPAL(S) / OFFICER(S) / PARTNER(S)

Name: <b>tester</b>	Title: <b>test</b>	Phone: <b>1323546131</b>
Home Address: <b>555 Seymour Street, Vancouver, BC, V6B 3H6</b>		Email: <b>panwarsangeeta04@gmail.com</b>
Name:	Title:	Phone:
Home Address:		Email:
Name:	Title:	Phone:
Home Address:		Email:
Name:	Title:	Phone:
Home Address:		Email:

## CONTACT FOR PURCHASING

<input checked="" type="checkbox"/> Same as Customer Info	Name:	Phone:
Email for Online Ordering:	Email for Order/Shipment Confirmations:	

## CONTACT FOR AP/INVOICING

<input checked="" type="checkbox"/> Same as Customer Info	Name:	Phone:
Email for Statements:	Email for Invoices:	

## CONTACT FOR SHIPPING/RECEIVING

<input checked="" type="checkbox"/> Same as Customer Info	Name:	Phone:	Email:
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## BANKING REFERENCES AND CONTACT INFORMATION *if applying for credit*

Bank and Branch:	Name:	Address:
Phone:	Email:	Account Number:

## MAJOR SUPPLIER REFERENCE AND CONTACT INFORMATION *if applying for credit*

Supplier Name: <b>test</b>	Name: <b>test</b>	Phone: <b>6047825092</b>
Address: <b>555 Seymour Street, Vancouver, BC, V6B 3H6</b>		Email: <b>panwarsangeeta04@gmail.com</b>
Supplier Name: <b>test</b>	Name: <b>tester</b>	Phone: <b>13264946131</b>
Address:		Email: <b>test@home.com</b>
Supplier Name: <b>tester</b>	Name: <b>test3</b>	Phone: <b>121649431</b>
Address:		Email: <b>test3@home.com</b>



## Operations & Ordering ACCOUNT APPLICATION & CUSTOMER AGREEMENT

### CUSTOMER AGREEMENT

This Customer Agreement together with the attached Account Application and the attached Terms and Conditions of Sale each of which is incorporated by this reference as if fully restated herein (collectively, the "Agreement") is made by and between Customer and Quality Horticulture Inc and is effective, if approved by Quality Horticulture Inc, as of the date signed by the Customer. Quality Horticulture Inc shall be deemed to approve this Agreement and (i) providing written notice to Customer indicating Quality Horticulture Inc approval, or (ii) initiating performance of Customer's initial purchase order for the purchase of products offered for sale by Quality Horticulture Inc ("Products"). In this Agreement, (i) "Customer" means the person or entity identified as the customer in the attached Account Application, and (ii) "Quality Horticulture" means Quality Horticulture Inc, and (iii) capitalized terms have the associated meaning where such term is embraced by quotation marks. Customer acknowledges that a completed Account Application does not guarantee the extension of credit or obligate Quality Horticulture to supply any Products to Customer.

Customer represents to Quality Horticulture that all information provided in the attached Account Application is true and accurate as of the date of such Account Application and that Customer has been open for business for at least the thirty (30) day period immediately preceding the date of such Account Application. Open for business means maintaining a business location acceptable to Quality Horticulture that remains open during hours that are standard in Customer's industry, possessing, if applicable, a valid business license and having a valid re-sale certificate required by law. Customer agrees to provide prompt written notice to Quality Horticulture of any material change to the information provided in the attached Account Application. In accordance with applicable law, this Agreement constitutes Customer's written instruction that a consumer reporting agency (or where Customer is not a natural person any other information bureau of any kind) may furnish one

or more consumer reports (or where Customer is not a natural person any other reports) to Quality Horticulture from time to time upon Quality Horticulture's request, which Quality Horticulture may use to evaluate the extension of credit, investigate any information related to the attached Account Application or the purchase of the Products, and/or any other lawful purpose. Customer further acknowledges and agrees that in the event of a default by Customer that remains unsatisfied by Customer after demand by Quality Horticulture may be reported to credit reporting agencies (or where Customer is not a natural person any other information bureau of any kind) which may negatively impact Customer's personal and/or business credit information. All notices from Customer to Quality Horticulture Inc, except for payments which shall be addressed as provided below, shall be in writing and sent to 7575 North Fraser Way, Burnaby BC V5J 4Z3 Attention: Legal Department. Either party may change its contact and address information upon written notice to the other party. Customer acknowledges that a fax or photographic copy of this Agreement shall be as valid as the original. Either party may terminate this Agreement (i) at any time and for any reason upon thirty (30) days' written notice to the other party, or (ii) upon written notice in the event the other party fails to cure a breach of this Agreement after ten (10) days' written notice from the non-breaching party describing the breach (or immediately if such breach is not capable of being cured by the breaching party), each subject to, for the avoidance of doubt, the survival of all applicable rights, claims, and obligations.

Customer, through the undersigned who represents that s/he (i) is a duly authorized representative of Customer, (ii) has authority to enter into this Agreement, and (iii) has received a copy of, or URL to, the attached Terms and Conditions of Sale, intends and does hereby enter into this Agreement which shall serve as the binding and exclusive agreement between Customer and Quality Horticulture regarding the purchase and sale of the Products.

Legal Business Name <b>dagref</b>		DBA/Trade Name	
Name: <b>test</b>	Title: <b>daeg</b>	Date: <b>4/16/2025</b>	
Authorized Signature:  Signed by: BA0928CE3AA24B9...			

### JOIN QUALITY HORTICULTURE'S EMAIL NEWSLETTER

Joining our email newsletter is the best way to stay informed about special sales and deals, clearance items, and new products.

I would like to receive Quality Horticulture's email newsletter: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Email:
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### ORDER CONVENIENTLY THROUGH QUALITYHORT.COM

In order to receive service in the mostly timely manner, when possible, Quality Horticulture encourages you to submit your order online at <https://qualityhort.com>. Our website features the most current product offering and pricing.

On our website you can shop for products and submit your order with our shopping cart system, create a shopping list for future use, and view product and warranty information. Most features on our website will be available to you by signing in with your username

and password which will be sent to eligible customers upon account approval at the email address you provided.

We are confident you will find our website user-friendly and flexible; however, if you have any feedback please do not hesitate to contact us. We encourage any feedback or suggestions for improvement. If you do not have web-access or if you prefer, you may also contact your sales or customer service representative or submit your orders via email or fax.




## Operations & Ordering ACCOUNT APPLICATION & CUSTOMER AGREEMENT

### PERSONAL GUARANTY *if applying for credit*

The undersigned (each a “Guarantor” and collectively, the “Guarantors”) do hereby jointly and severally guarantee, in favor of Quality Horticulture Inc, the performance and obligations of Customer under (i) the attached Customer Agreement between Customer and Quality Horticulture Inc and (ii) all invoices for Customer’s purchase of products from Quality Horticulture Inc (collectively, “Customer’s Obligations”). In this Personal Guaranty, (i) “Customer” means the person or entity identified as the customer in the attached Account Application, and (ii) “Quality Horticulture” means Quality Horticulture Inc, and (iii) capitalized terms have the associated meaning where such term is embraced by quotation marks. Each Guarantor shall be bound by all terms applicable to the performance of Customer’s Obligations and Quality Horticulture may, without the necessity of first exercising or exhausting any rights or remedies against Customer or any other Guarantor, demand performance of Customer’s Obligations by each Guarantor, including the full payment of all invoices due and owing to Quality Horticulture Inc. This Personal Guaranty shall be a continuing and irrevocable guaranty and indemnity for all Customer’s Obligations including, without limitation, all

amounts due and owing to Quality Horticulture Inc. Guarantors do hereby waive notice of default, non-payment, and other conditions required to be provided to Customer, and consent to any modification of the Customer’s Obligations accepted by Customer or otherwise effectuated by Quality Horticulture under terms thereof. In accordance with applicable law, this Personal Guaranty constitutes each Guarantor’s written instruction that a consumer reporting agency (or where Guarantor is not a natural person any other information bureau of any kind) may furnish one or more consumer reports (or where Guarantor is not a natural person any other reports) to Quality Horticulture from time to time upon Quality Horticulture’s request, which Quality Horticulture may use to evaluate the extension of credit to Customer, investigate any information related to Customer, Guarantor, or Customer’s purchase of the products from Quality Horticulture, and/or any other lawful purpose. Guarantor further acknowledges and agrees that in the event of a default by Customer any of Customer’s Obligations that remain unsatisfied by Guarantor may be reported to credit reporting agencies which may negatively impact Guarantor’s personal or business credit information.

### GUARANTOR(S)

Name: test	Email: panwarssangeeta04@gmail.com	
Signed by: Signature:  BA0928CE3AA24B9...	SSN: 897-46-1654	Date: 4/16/2025
Name:	Email:	
Signature:	SSN:	Date:
Name:	Email:	
Signature:	SSN:	Date:
Name:	Email:	
Signature:	SSN:	Date:

### CUSTOMER

Legal Business Name: dgafefa	DBA/Trade Name:
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Operations & Ordering  
CREDIT CARD AUTHORIZATION FORM

In order to process your credit card order as efficiently as possible, please fill out this form completely. **DO NOT SUPPLY YOUR ENTIRE CREDIT CARD NUMBER. A member of our Accounts Receivable team will call you for the complete card number.** Please sign and date authorizing the use of your credit card.

CREDIT CARD INFORMATION

Legal Business Name: dgae		
Name on Credit Card: efefaf		
Billing Address: fdvdvrege		City: kfjaowefj
State: California	Zip Code: 96162	Country: usa
Email: test@home.com		
Credit Card Type: <input checked="" type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> AMEX		
Last Four Digits: 7946		

Primary Card Holder's Signature	Signed by: test BA0928CE3AA24B9...	Date: 4/16/2025
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## Operations & Ordering TERMS AND CONDITIONS OF SALE

**Agreement** – These Terms and Conditions of Sale (these “Terms”) shall exclusively govern the sale, purchase, and receipt of all Products sold or provided by Quality Horticulture Inc., and all its current and future subsidiaries (“Quality Horticulture”) to a buyer (“Customer”) or recipient of such Products. “Products” include all goods and/or services offered for sale, sold, and/or provided by Quality Horticulture, including, without limitation, goods manufactured by or for Quality Horticulture under a brand owned or licensed to Quality Horticulture (“Signature Line Products”), goods manufactured by a third party and offered for sale in one or more territories exclusively through Quality Horticulture (“Exclusive Products”), goods manufactured by a third party and offered for sale through Quality Horticulture on a non-exclusive basis (“Non-Exclusive Products”), and any activity that could be considered a personal or technical service and any assistance or advice provided by Quality Horticulture, including with respect to product choice or use, with or without compensation, in connection with any goods offered for sale by Quality Horticulture (together, “Product Assistance or Advice”).

These Terms shall become binding upon: (i) Quality Horticulture’s approval of a Customer Agreement (which incorporate these Terms by reference) signed by Customer, (ii) Customer’s issuance of a request or order for Products to Quality Horticulture, (iii) the delivery of the Products to Customer, or (iv) Customer’s payment to Quality Horticulture in satisfaction of any invoice issued by Quality Horticulture. These Terms supersede and replace any other prior agreement and terms or conditions stipulated or referred by Customer in any document and are the sole terms and conditions regarding the purchase and sale of Products between Customer and Quality Horticulture. No other agreements regarding the sale, purchase, or receipt of Products between Customer and Quality Horticulture exist absent an amendment to these Terms that (i) expressly and specifically references these Terms and (ii) is signed by an authorized representative of Quality Horticulture. Any terms and conditions included in Customer’s communications, forms, purchase orders, or

other documents shall not amend, supplement, or in any way modify or be considered an exception to these Terms even if Quality Horticulture fails to object to such terms and conditions which are hereby expressly rejected by Quality Horticulture. Trade custom, trade usage and past performance are superseded by these terms and conditions and shall not be used to interpret these terms and conditions.

Notwithstanding the foregoing, any additional terms and conditions included in a Customer Agreement (which incorporate these Terms by reference) signed by Customer (including any Personal Guaranty thereunder) shall be in addition to and unaffected by these Terms. Trade programs, policies, and end-user product warranties shall not be deemed an agreement between the parties absent an amendment to these Terms that (i) expressly and specifically references these Terms and (ii) is signed by an authorized representative of Quality Horticulture, and shall apply according to the provisions thereof; provided, that, in the event of any conflict in such provisions and these Terms, these Terms shall prevail to the extent necessary to resolve such conflict.

Quality Horticulture may amend or supplement these Terms at any time and from time to time upon Notice to Customer. “Notice” includes, without limitation, email notification to any Customer email address provided to Quality Horticulture by Customer, written notice by mail to any Customer address provided to Quality Horticulture by Customer, posting to any Quality Horticulture website (without the requirement of individualized notice), inclusion of a URL on Quality Horticulture’s invoice or sales confirmation, or other notification issued by Quality Horticulture. The effective date of such amendment or supplement shall be the date indicated in the revision of these Terms, which shall not be earlier than the date of the Notice and shall only apply to the sale, purchase, and receipt of Products after such effective date. No oral or written arrangement, promise, or statement made by any personnel of Quality Horticulture shall be binding on Quality Horticulture.

### SUPPLY TERMS

**No Obligation to Supply** – Quality Horticulture may refuse any order at any time for any or no reason without liability to Customer. Customer acknowledges that Quality Horticulture is not obligated to sell to or supply Customer absent, subject to these Terms, a confirmed purchase order. At any-time Quality Horticulture may, in its sole discretion, close Customer’s account for any reason or no reason immediately upon notice to Customer.

**Non-Exclusivity** – Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Customer. Quality Horticulture is not restricted from selling the Products to others in any way.

**Direct Selling Policy to the General Public** – Quality Horticulture reserves the right to sell to any person in any territory at any time, including direct to end-consumers in any channel of trade.

**Pricing** – Products are sold at and Customer shall pay then-current prices in effect at the time the Products are shipped, which may be different than current catalog pricing. Customer should review the sales order acknowledgment for then-current pricing. Prices, discounts, and terms of sale are subject to change without notice.

**Product Offering** – Quality Horticulture reserves the right to change, modify, improve, add, or discontinue Products at any time with or without notice.

**Taxes** – The prices of the Products exclude all taxes, costs, fees, levies, or other amounts imposed by any third party and shall be the responsibility of Customer.

**Minimum Annual Purchases** – In order to maintain a wholesale account, Customer’s Product purchases must meet or exceed \$10,000 annually. If Customer does not meet or exceed such minimum purchase requirement, Quality Horticulture may close Customer’s account.

**Purchase Orders; Special Order Items** – Purchase orders are non-cancellable by Customer once accepted by Quality Horticulture, which occurs when Quality Horticulture either (i) confirms acceptance of such purchase order in writing, or (ii) initiates performance of such purchase order. If Quality Horticulture agrees to cancel a purchase order after Quality Horticulture initiates performance of such purchase order, Quality Horticulture may condition cancellation upon the payment of a restocking fee, which Customer shall pay to Quality Horticulture upon demand. Purchase orders for special order items are non-cancellable by Customer without exception.





## Operations & Ordering TERMS AND CONDITIONS OF SALE

### SUPPLY TERMS

Special order items are considered to be Products which are available through Quality Horticulture but are not held in-stock in the Quality Horticulture distribution center that services Customer. Customer is responsible for purchasing 100% of the quantity of special order items ordered from Quality Horticulture on a take or pay basis. Customer acknowledges that special items are not held in-stock and the inbound lead times for such Products are subject to the manufacturer's lead times and are out of Quality Horticulture's control. Special order items may require, at the sole discretion of Quality Horticulture, payment in advance up to 100% of the purchase price, which is non-refundable.

**Information Accuracy** – Quality Horticulture has exercised care in providing proper information in connection with its Products, i.e., catalog information, but accuracy is not guaranteed. Customer is responsible for verifying all information in connection with the purchase of the Products, including that the description of the Product is accurate, prior to submitting a purchase order to Quality Horticulture and upon receiving the sales order acknowledgment or other confirmation provided by Quality Horticulture. Quality Horticulture may correct typographical, incomplete, or clerical errors and/or omissions for purposes of fulfilling Customer's order, but does so without liability to Customer.

**Industry Exclusive Logo** – Product information may include an industry exclusive logo indicating that the Exclusive Product, the brand of the Exclusive Product or the distribution rights to the Exclusive Product are exclusively held by Quality Horticulture. Customer acknowledges that similar products that are competitive to the Exclusive Products may exist under other brand names.

**Lead Times and Unavailability** – All orders are subject to Quality Horticulture's standard lead times. The requested delivery period will be observed as possible and subject to availability and Customer acknowledges that such periods are estimates only. Quality Horticulture may make partial shipments and invoice Customer for such shipments which shall be paid by Customer as indicated on Quality Horticulture's invoice.

**Sale and Use Restrictions** – Customer may only (i) promote and resell the Products in the course of a retail business operated from (a) offline store locations leased or owned solely by Customer and/or (b) websites with top level domains solely owned and operated by Customer to consumer, commercial, or other end user purchasers (an "Authorized Dealer"), (ii) promote and resell the Products for installation or application by the Customer in the course of providing a bona fide professional service to a third party for a fee ("Authorized Installer"), (iii) use the Products for their intended purpose in its own commercial operations other than cannabis operations, unless such cannabis operations are (a)(1) located in Canada, or (2) located in the United States and limited to the production of hemp as set forth in 7 U.S.C. 1639o and the related federal implementing regulations, as they may be further restricted by applicable state Laws and (b) in compliance with all applicable laws, rules and regulations ("Laws"), including without limitation by possessing and maintaining in good standing all required licenses that authorize such cannabis operation to grow, harvest, process, dry, trim, cure, store, and/or

package cannabis ("Commercial Producer"), in accordance with applicable state Laws. Customer shall not ship, offer, distribute and/or sell Product(s) that are prohibited from sale and/or distribution in certain states, counties, or localities. For avoidance of doubt, Customer shall not export the Products from the United States of America without Quality Horticulture's prior express written consent. Customer is responsible for ensuring that it has implemented the most current product restrictions, which can be found on the [qualityhort.com](http://qualityhort.com) website. Cooperative or group buying with persons or businesses that are not under common ownership is strictly prohibited. Customer may not sell or provide Products sold or provided by Quality Horticulture to any party Customer knows or reasonably should know intends to further distribute or resell the Products.

**Use of Quality Horticulture's Intellectual Property and Information** – Customer may not use Quality Horticulture's name, Product names, Product images, Product descriptions, Quality Horticulture's trademarks, or other content provided by Quality Horticulture without Quality Horticulture's express written consent. Use in all forms, including print, TV, radio, and digital must be pre-approved by Quality Horticulture in writing. Any approval provided by Quality Horticulture is (i) revocable at any time by Quality Horticulture, and (ii) shall be valid for the period of time indicated in Quality Horticulture's written approval, but in no event shall such use exceed one (1) year from the date of approval. As between Quality Horticulture and Customer, all right, title, and interest in all intellectual property rights contained in or arising from the Products, Quality Horticulture's name, Product names, Product images, Product descriptions, Quality Horticulture's trademarks, or other content provided by Quality Horticulture belongs solely to Quality Horticulture or its licensor and Customer obtains no ownership or license of such rights.

**Confidentiality** – All non-public documents, communications, pricing, trade programs, and other information relevant to Quality Horticulture's supply of the Products are confidential information of Quality Horticulture. Customer shall have the obligations with respect to such confidential information as provided in the Customer Agreement, or if such Customer Agreement does not contain any applicable obligations restricting use and disclosure of Quality Horticulture's confidential information, Customer hereby agrees not to disclose such confidential information to any party unless compelled by law or authority of a competent court.

**Third Party Websites** – Customer may only sell or offer for sale the Products through its own websites and shall not sell or offer for sale any Products on any auction or discount community websites or any other third-party marketplaces (including without limitation Amazon) without express written permission from Quality Horticulture.

**Complimentary Products** – Customer may be provided Products free of charge or at a reduced cost which are intended to be used for retail displays, sales representatives' samples, or testing, and not for resale. If Customer resells such Products Quality Horticulture may invoice Customer for such Products and Customer shall pay such invoice.



## Operations & Ordering TERMS AND CONDITIONS OF SALE

### SUPPLY TERMS

**Recalls and Product Notices; Restricted Products** – Customer shall cooperate with Quality Horticulture or any third party manufacturer in connection with any product notices, recalls, or other action deemed necessary by Quality Horticulture, any third party manufacturer, or governmental authority, including, without limitation, disseminating information and bulletins regarding product issues, collecting and remitting products or information subject to such action, or other action reasonably requested of Customer. Customer shall not ship, offer, or sell any Product where such shipment, offer, or sale is prohibited by Law or restricted by Quality Horticulture or any third party manufacturer. Customer is responsible for ensuring that it has implemented processes to (1) prohibit the sale, offer, distribution and/or shipment of specific products in certain states, counties, or localities in accordance with the restrictions on the Quality Horticulture website; and (2) routinely update those processes to align with the most current restrictions that appear on the Quality Horticulture website.

**Product Handling** – Customer shall not adulterate, repackage, dilute, tamper, or otherwise alter any Product, Product packaging, or other characteristic of the Products and shall observe all SDS, regulations, safe handling, shipping, installation, environmental operating conditions, and storage instructions provided by Quality Horticulture or otherwise applicable to the Products.

**Disclaimer** – AS BETWEEN QUALITY HORTICULTURE AND CUSTOMER AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, QUALITY HORTICULTURE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO CUSTOMER WITH RESPECT TO THE PRODUCTS, THE QUALITY, SUITABILITY, OR ADEQUACY OF THE PRODUCTS FOR ANY PURPOSE OR USE AND ANY PRODUCT ASSISTANCE OR ADVICE, AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS AND ANY PRODUCT ASSISTANCE OR ADVICE TO THE EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**Product Assistance or Advice** - If Product Assistance or Advice are offered or given to Customer, such Assistance or Advice is given only as an accommodation to Customer. Quality Horticulture shall not be liable for the content of such Assistance or Advice or Customer's use of such advice or assistance nor shall any statement made by any of Quality Horticulture's representatives in connection with the Products or Product Assistance or Advice constitute a representation

or warranty, express or implied, of any kind. Customer is responsible for determining its own needs for the operation of its business and the suitability of any Products. Quotes or designs provided by Quality Horticulture as part of Product Assistance or Advice are as-is, where-is, without any warranty of any kind and Customer acknowledges that such assistance, advice, or information may be incomplete and not guaranteed to be accurate.

**Limitation of Liability** – QUALITY HORTICULTURE SHALL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE, DIMINUTION IN VALUE, RECALL OR REWORK, ARISING FROM OR RELATING TO THESE TERMS, INCLUDING NON-PERFORMANCE, OR THE PRODUCTS OR PRODUCT ASSISTANCE OR ADVICE, EVEN IF QUALITY HORTICULTURE HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. QUALITY HORTICULTURE'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES NOT OTHERWISE EXCLUDED IN THE PRECEDING SENTENCE AND ARISING FROM OR RELATING TO THESE TERMS, INCLUDING NON-PERFORMANCE, THE PRODUCTS, PRODUCT ASSISTANCE OR ADVICE OR THE MANUFACTURER, SALE, DELIVERY, RESALE, USE OR HANDLING OF ANY PRODUCTS, WHETHER BASED IN CONTRACT, TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR OTHER THEORY OF LAW, SHALL NOT EXCEED THE LESSER OF (I) THE AMOUNT PAID BY CUSTOMER TO QUALITY HORTICULTURE FOR THE PRODUCTS GIVING RISE TO THE CLAIM, OR (II) THE AGGREGATE AMOUNT PAID BY CUSTOMER TO QUALITY HORTICULTURE FOR ALL PRODUCTS DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM.

**Force Majeure** – Quality Horticulture shall not be liable to Customer for the non-performance of any obligation arising from any act of God, flood, fire, explosion, breakdown of plant, earthquake, strike, lockout, labor dispute, casualty or accident, or war, revolution, civil commotion, acts of public enemies, blockage or embargo, or any injunction, Law, order, proclamation, regulation, ordinance, demand or requirement of any government or of any subdivision, authority or representative or any such government, inability to procure or use materials, labor, equipment, transportation, or energy sufficient to meet manufacturing needs without the necessity of allocation, or any other cause whatsoever, whether similar or dissimilar to those above enumerated, beyond the reasonable control of Quality Horticulture or its suppliers.

### DELIVERY TERMS

**Delivery Terms** – Risk of loss shall transfer from Quality Horticulture to Customer at the time the Products are tendered at the place of delivery identified in the sales confirmation provided by Quality Horticulture, or, if none, the purchase order submitted by Customer. Title shall transfer from Quality Horticulture to Customer at the same point as the transfer of risk of loss.

**Standard Freight Program** – Unless an order is eligible for Quality Horticulture's pre-paid freight program, freight will be charged and payable by Customer on all orders. Freight charges will be prepaid by Quality Horticulture and added to Customer's invoice. Orders

will generally be shipped from Quality Horticulture's distribution center that is closest to the Customer's ship to location. Exceptions may apply as determined by Quality Horticulture.

**Prepaid Freight Program** – Freight is prepaid by Quality Horticulture on orders equal to or greater than \$3,000 and shipped to a destination within the continental United States of America (excluding the states of Hawaii, Alaska, Montana, and all United States territories, i.e. Puerto Rico, Guam). Certain bulky and heavy products will be excluded from Quality Horticulture's prepaid freight program. This will include but is not limited to soils, Hydroton®, peat, perlite, and other growing media.



## Operations & Ordering TERMS AND CONDITIONS OF SALE

### DELIVERY TERMS

**Additional Freight Charges** – Quality Horticulture may charge fees, as determined by Quality Horticulture, which will be payable by Customer for: (i) additional freight/fees on specific Products (i.e., growing media); (ii) \$25.00 hazardous material charges for the shipment of hazardous materials as identified by the Safety Data Sheet DOT section (i.e., hydrogen peroxide); and (iii) fuel surcharges. The foregoing charges may be invoiced by Quality Horticulture before or after delivery of the Products, including by separate invoice. Customer shall pay all such invoices upon demand or as indicated on Quality Horticulture's invoice.

**C.O.D. Shipment Fees** – Accounts with C.O.D. terms will be charged the fees assessed by the carrier associated with the C.O.D. shipments.

**Drop Shipment Fees** – A freight quote for each box, a drop charge will be assessed on all drop ship orders. This will be charged back to customer. Quality Horticulture reserves the right to approve drop ship order sizes and destinations. If incorrect or incomplete addresses provided by Customer results in additional fees charged by Shipping Company, Customer will be charged back these fees at a flat rate of \$25.00.

**Miscellaneous Shipping Fees** – Any fees assessed by parcel or LTL carriers such as residential delivery, limited access, lift gate, signature required, redelivery, inside delivery, etc., will be the responsibility of Customer.

**Freight Damage and Shortages** – At the time of delivery, Customer is responsible for identifying any damage to the Products or shortages and noting such damage or shortage on the delivery receipt. Please refer to the receiving instructions placard label on the pallet for instructions. DO NOT SIGN the receiving Bill of Lading or Delivery Receipt until you CONFIRM there is NO DAMAGE to the shipment and the number of boxes or pallets matches the number of boxes or pallets mention on the Bill of Lading or Delivery Receipt. If the delivery receipt is signed as complete / undamaged and at a later point damage or shortages are found, Customer shall bear all risk and cost of damage or shortage. Claims for damage or shortages must be reported to Quality Horticulture within 48 hours. Claims reported after 48 hours shall be deemed waived by Customer. Customer shall file an RMA and provide required supporting information.

**Quality Horticulture's Pallets Have Quality Horticulture-branded Tape Rings** – All Quality Horticulture LTL pallets are wrapped with three rings of tape, two crisscrossed at the top, and one in the middle. When receiving Quality Horticulture's shipment, if the rings of tape or shrink wrap are not intact, Customer is advised to inspect the whole pallet at the time of delivery. Please refer to the receiving instruction placard placed on the pallet

**Customs** – For international shipments, which require Quality Horticulture's prior written consent, Customer is responsible for all customs clearance, including, without limitation, securing a freight forwarder/customs broker, product classification, taxes, duties, and required export/import documents.

### FINANCIAL TERMS

**Credit Line** – Customer may qualify for an unsecured line of credit upon Quality Horticulture's (i) acceptance of an Account Application and Customer Agreement and (ii) review of Customer's financial statements and other information requested by Quality Horticulture, which Customer shall submit to Quality Horticulture for the purpose of Quality Horticulture's evaluation of Customer's credit worthiness and the extension of credit. This information will be kept strictly confidential and used only to determine a Customer's credit worthiness. Absent a credit line extended by Quality Horticulture, payment terms are pay in advance. Strict compliance with the approved payment terms is a condition of any credit line extended by Quality Horticulture.

**Payment Terms** – Customer shall pay all invoices in accordance with the terms provided in such invoice.

**Application of Payments** – Payments received shall be first applied to finance charges accrued, then to costs or expenses incurred by Quality Horticulture that are the responsibility of Customer, then to invoices, each in descending order of due date.

**Acceptable Forms of Payment** – Customers located in the United States may pay in the form of a company check, personal check,

credit card (Visa, Master Card, and American Express), ACH, or wire transfer. Customers located outside the United States and Canada must pay via wire transfer. For all checks, the name of the Customer must be preprinted on the check. No temporary checks will be accepted. All credit cards will be charged prior to order shipment. A completed credit card authorization form must be on file in order to use a credit card. For customers paying by credit card, the "Ship to Address" must match the "Bill to Address" with the exception of drop shipments. Electronic checks are made by providing a routing number, account number, and check number. Quality Horticulture does not accept payment in the form of cash, money orders, traveler's checks, cashier's checks, or temporary checks.

**Change of Payment Method; Rejected Payments** – If an order is purchased under a line of credit provided by Quality Horticulture, any credit card payment for such order will be subject to a 3% service fee. If an ACH payment fails for non-sufficient funds, any ACH discount will be forfeited. A \$50.00 service fee will be assessed for any rejection or return for non-sufficient funds to be drawn by ACH or checks. In the event of any form of payment being declined, Quality Horticulture may charge another form of payment listed on the Customer's account or used by Customer in connection with any prior payment.





## Operations & Ordering TERMS AND CONDITIONS OF SALE

**Change in Terms** – Quality Horticulture shall have the right to at any time and from time to time and with or without notice for any reason (i) place Customer on “Stop Ship” or “C.O.D.”; (ii) change payment terms and the amount of any credit line granted by Quality Horticulture; (iii) require a particular form and timing for payment for certain orders, including pay in advance by wire transfer for international orders; and (iv) require a non-refundable deposit for any order.

**Past Due Accounts; Collections** – Accounts with balances aged over ninety (90) days may be turned over for collection by a third party collection agency. All costs expenses of collection of unpaid invoices, any default of Customer, or other obligation owed to Quality Horticulture, including attorney’s fees incurred by Quality Horticulture before trial, at trial, and on any appeal and including any fees incurred in any bankruptcy proceeding, shall be the responsibility and added to the balance due and owing.

**Releasing Orders** - Orders placed under accounts with past due balances will be held until the account becomes current even if the account is under the established credit limit. Payments must be received by Quality Horticulture in order for held orders to be released. Verbal assurances the check has been sent are not sufficient for orders to be released. In this situation, payment may be made via check by email/fax, wire transfer or credit card to expedite the shipment.

**Disputed Amounts** – In the event Customer disputes a charge on an invoice, full payment must be made on the undisputed amount. Customer may not withhold the entire payment amount because of disputed amounts. Any invoice paid short must include a memo detailing the specific reason and justification for the short payment. Quality Horticulture and Customer will work in good faith to resolve any disputes within thirty (30) days. Disputes not resolved in thirty (30) days and remaining unpaid shall be deemed to be past due and owing.

**Further Assurances** – If Quality Horticulture believes Customer will not fulfill its obligations under any purchase order or these Terms, Quality Horticulture may, among other remedies available to Quality Horticulture, suspend performance until Customer provides Quality Horticulture with adequate assurances or additional security of performance acceptable to Quality Horticulture.

**Security Interest** – Products delivered by Quality Horticulture but not paid in full remain the collateral of Quality Horticulture until full payment has been received from Customer. Customer grants Quality Horticulture a security interest in such Products and consents to Quality Horticulture causing the filing of financing statement and notifications to other creditors in connection with perfecting such security interest under applicable law. Quality Horticulture reserves the right to remove or repossess Products from Customer’s locations if Customer fails to remit timely payment to Quality Horticulture.

## WARRANTY TERMS

**Exclusive Product and Non-Exclusive Product Warranty** – Quality Horticulture shall use its reasonable efforts to pass through to Customer all product warranties, if any, for the Exclusive Products and Non-Exclusive Products provided by the third party manufacturer that are capable of transfer and which Quality Horticulture has the right to make a claim (each a “Manufacturer Product Warranty”); provided, however, Quality Horticulture is not responsible for any such Manufacturer Product Warranty, costs of shipping or return, any service or remedies under such Manufacturer Product Warranty, if any, or any warranty claim not honored by the third party manufacturer. Customer is advised to consult the manufacturer’s literature or packaging for specific information and coverage of any Manufacturer Product Warranty, which will vary by product type, and is the sole and exclusive remedy of Customer with respect to defective Exclusive Products and Non-Exclusive Products. Exclusive Products and Non-Exclusive Products that are defective and not covered by a Manufacturer Product Warranty are not returnable to Quality Horticulture for credit or refund. If Quality Horticulture elects to do so, Customer’s warranty claim under any Manufacturer Product Warranty may be satisfied by Quality Horticulture on the third party manufacturer’s behalf by the repair or replacement of the warranted Product or issuance of a non-refundable credit memo to be applied to any current or future invoices due and owing to Quality Horticulture; provided, that, upon Quality Horticulture’s request and as a condition of such remedy, Customer shall obtain and assign, in a form acceptable to Quality Horticulture, all rights to such warranty claim to Quality Horticulture. If the third party manufacturer ceases operations, the Manufacturer Product Warranty shall be null and void. If for any reason Quality Horticulture discontinues distribution of an Exclusive Product or Non-Exclusive Product,

all warranty claims under the applicable Manufacturer Product Warranty shall be tendered by Customer directly to the third party manufacturer.

**Quality Horticulture Product Warranty** – Quality Horticulture may, but is not required to, provide a product warranty to the end-consumer of certain Signature Line Products that are purchased from an Authorized Dealer, or directly from Quality Horticulture (each a “Quality Horticulture Product Warranty”). Each Quality Horticulture Product Warranty covering a Signature Line Product is included with such Product and/or available on Quality Horticulture’s website. The Quality Horticulture Product Warranty, if any, will vary by product type and brand and is, as between Quality Horticulture and the end-consumer, in lieu of all other warranties, expressed or implied, including the warranties of merchantability and fitness for use and of all other obligations or liabilities on the part of Quality Horticulture. Customer (if an Authorized Dealer) shall accept the return of all Signature Line Products sold by such Customer as an Authorized Dealer, to an end-consumer and which are covered by, in Quality Horticulture’s determination, a Quality Horticulture Product Warranty. Customer (if an Authorized Dealer) shall be responsible for administering all warranty claims in accordance with the terms of the Quality Horticulture Product Warranty, if any, and as directed by Quality Horticulture with respect to Signature Line Products sold by such Customer. Quality Horticulture shall only be responsible for the remedies provided by the applicable Quality Horticulture Product Warranty, if any, during the applicable warranty period. Quality Horticulture is not responsible for labor, materials, travel time, equipment, or other costs incurred or required to uninstall and/or reinstall warranted Signature Line Product.



## Operations & Ordering TERMS AND CONDITIONS OF SALE

Quality Horticulture is not responsible for shipping or internal costs incurred by Customer (as an Authorized Dealer) in the course of administering any warranty claim on behalf of Quality Horticulture. Signature Line Products returned to Quality Horticulture (or deducted off Quality Horticulture's invoice) by Customer, that are determined by Quality Horticulture not to be covered by a Quality Horticulture Product Warranty shall be the responsibility of Customer and no replacement product, repair, or credit shall be due to Customer from Quality Horticulture. Customer (if an Authorized Dealer) shall collect, maintain, and provide to Quality Horticulture all supporting documentation related to all claims submitted under a Quality Horticulture Product Warranty and reasonably assist Quality Horticulture in the determination and investigation of any claim. If Customer is a Commercial Producer who purchased a warranted Signature Line Product directly from Quality Horticulture, Customer shall have the benefits provided to the end-consumer under the applicable Quality Horticulture Product Warranty, if any.

**Return of Warranted Products** – Customer is advised that Manufacturer Product Warranties and Quality Horticulture Product Warranties may not cover Products damaged by, among other things, accident, abuse, misuse, modification, negligence, alteration or misapplication. Products damaged as a result of the foregoing or not purchased from Quality Horticulture may not be returned to Quality Horticulture for any reason. Prior to returning Products under a warranty claim, Customer shall (i) verify the Products are still within the applicable warranty period, (ii) test the Products to confirm the defect is covered by the applicable warranty, (iii) obtain photo or video evidence of failure to be submitted to Quality Horticulture, (iv) obtain serial numbers, to be submitted to Quality Horticulture, (v) document the described defect, and (vi) obtain a RMA confirmation listing the defective Product to be returned; and (vi) provide any other information as reasonably requested by

Quality Horticulture. If Quality Horticulture determines a Product is not covered by an applicable Manufacturer Product Warranty or Quality Horticulture Product Warranty, Quality Horticulture shall inform the Customer. Products not covered by an applicable Manufacturer Product Warranty or Quality Horticulture Product Warranty shall be destroyed or returned to Customer at Customer's election and expense, which Customer shall pay to Quality Horticulture upon demand.

**Return Merchandise Authorization** – Customer may seek a RMA confirmation by contacting Quality Horticulture through one of the following methods:

(i) the RMA email at [rma@qualityhort.com](mailto:rma@qualityhort.com)

or (iii) visiting the RMA web page which is available to eligible Customers on the login portion of Quality Horticulture's web site by clicking on the "MyAccount" drop down menu at the top of the home page and navigating to "RMA Info & Requests" where a RMA Request may be completed online. Quality Horticulture's sale department is available to answer technical questions, troubleshoot product challenges, help expedite the return/repair process, and/or potentially eliminate a return/repair altogether. Products returned to Quality Horticulture must include the RMA confirmation as a packing slip, or Quality Horticulture will reject the shipment. Customer is responsible for using appropriate packaging material in order to ship the Product safely back to Quality Horticulture. Customer shall not ship any broken glass or Products in a similar hazardous condition. Any Product damaged in return transit to Quality Horticulture will be the responsibility of Customer and not accepted by Quality Horticulture for return even if an RMA confirmation has previously been issued. Quality Horticulture reserves the right, in its reasonable discretion, to reject requests for RMA confirmation, if such request does not comply with these Terms.

### MISCELLANEOUS TERMS

**Governing Jurisdiction** – The "Governing Jurisdiction" shall be: the State of Delaware, United States of America. The parties agree that the federal/state/local laws prevailing in the Governing Jurisdiction, except for any conflict of laws provisions that would result in the application of the laws of another jurisdiction, shall be used for the interpretation of a party's rights and obligations and the resolution of any issues, claims, disputes, or actions between Customer and Quality Horticulture. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the purchase or sale of Products. Any action between the parties shall be brought and maintained exclusively in any competent court sitting in the Governing Jurisdiction and the parties hereby submit to the jurisdiction of such court for such purpose.

**Compliance with Laws** – Customer shall comply with all federal, state, and local Laws applicable to its operation and the resale and/or use of the Products, including, without limitation, maintaining all licenses and permits in good standing with the relevant governmental authority.

**Restricted Persons** - Customer represents and warrants that, at all times, (i) none of Customer or any of its related companies or

affiliates nor any of its, or such related companies' or affiliates' principals, managers, directors, officers, employees, or agents (collectively, "Customer Parties" or individually "Customer Party") (i) is a Restricted Person (as defined below) or (ii) is a government official or employed by or acting on behalf of a government-owned or controlled entity. No Customer Party will directly or indirectly make or offer payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing any act or decision of an official of any government (including a decision not to act) or inducing such a person to use his or her influence to affect any such governmental act or decision in order to assist Quality Horticulture or Customer (or its or their affiliates) in obtaining, retaining, or directing any business. No Customer Party will directly or indirectly engage in any transactions with any Restricted Person in relation to this Agreement. For purposes of this Agreement "Restricted Person" means and includes any of the following: (a) any Person included on a list of designated or restricted persons maintained by the Government of Canada, Her Majesty's Treasury, the European Union (EU), the United States Treasury Department's Office of Foreign Assets Control (OFAC), the Hong Kong Monetary Authority, the United Nations Security Council, or any other applicable local jurisdiction;



## Operations & Ordering TERMS AND CONDITIONS OF SALE

(b) any person, organization of any kind, entity, trust, or the like located, organized, or resident in a comprehensively sanctioned country; or (c) any person, organization of any kind, entity, trust, or the like owned, directly or indirectly, individually or in the aggregate, or controlled by any such person(s), organization(s) of any kind, entity(ies), trust(s), or the like described in the immediately foregoing clauses (a) or (b). Customer will immediately report to Quality Horticulture any information concerning a suspected violation by any Customer Party or any other person in connection with these Terms of any applicable Laws, including without limitation the sanctions Laws, anti-money laundering Laws, the export control Laws, and local anti-bribery Laws.

**Product and Label Compliance** - Notwithstanding any other provision of these Terms, Customer acknowledges that Quality Horticulture is selling and Customer is purchasing the products within the borders of the United States of America, and Quality Horticulture makes no representation or warranty as to the legal requirements of sale outside of the United States of America. Quality

Horticulture is not responsible for the registration, certification, or any other compliance (inclusive of product and label compliance) of the products outside of the United States of America.

**Severability** – In the event any provision herein is adjudged to be unenforceable, the offending provision shall be severed or construed by the court to effectuate the parties' intent. The remaining provisions herein shall remain in full force and effect.

**Assignment** – Quality Horticulture may assign any right and delegate any obligation related to these Terms with or without notice or consent of Customer, including any purchase order accepted by Quality Horticulture. Customer may not assign any right or delegate any obligation related to these Terms without the written consent of Quality Horticulture.

**English Language** – It is the express wish of the parties that these Terms and all related documents, including notices and other communications, be drawn up in the English language only.



GEORGIA  
DRIVER'S LICENSE

DRIVER'S LICENSE

DL

USA  
GA



Governor: *B. Perdue*

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9 CLASS C

4b EXP 08/10/2028

2 JOHN

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8 3260 SPREADING OAK DR  
DOUGLASVILLE, GA 30135  
DOUGLAS

12 REST NONE

9a END NONE

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15 SEX M

18 EYES BRO

16 HGT 6'-00"

17 WGT 187 lb



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