

MONTY'S TERMS OF SALE

Effective January 1, 2020

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All sales by Monty's Plant Food Co. (hereafter "Monty's") are subject to the terms and conditions set forth below. Placing an order for products constitutes acceptance of these Terms of Sale.

Purchase of Product. Customer may, from time to time, transmit purchase orders to procure products. Such orders shall be in writing (electronic or otherwise) and shall be in a form acceptable to Monty's. Each purchase order shall include at a minimum the following information: (i) the purchaser's name and billing address; (ii) the recipient's name and shipping address, if different from (i); and (iii) the quantity and description of the merchandise ordered.

Cancellation of Order. Orders, or any portions thereof, may be cancelled at any time prior to shipment. by Vendor of merchandise included in such Direct Orders. Processing, repackaging, restocking and/or additional freight charges may apply.

Prices. Monty's shall, from time to time, publish a list of the current prices for Products. Customer shall pay any applicable taxes or governmental impositions and assessment attributable to the purchase or shipment of Product. If the sale is exempt from sales/use tax, Customer shall provide an appropriate re-sale certificate or other approved documentation for exemption. Sales are FOB manufacturer's dock unless otherwise noted. Title transfers upon acceptance by carrier.

Price Changes. Monty's reserves the right to change the price of its Products and shall publish any change in price at least 30 days in advance of the effective date of such change. The new price shall be effective for Products ordered by Customer on or after the effective date of the price change.

Freight Allowance. Most orders are FOB manufacturer with the following freight allowance: Net Orders (Order amount after any discounts and before taxes, freight, or other charges) \$7,500.00 and under receive a 6% freight allowance. Net Orders exceeding \$7,500.00 will receive an 8% freight allowance. **Products not subject to the freight allowance shall be designated "No Freight Allowance."** Unless transportation is provided by purchaser, or a carrier specifically designated by the purchaser, Monty's will select common carrier(s) for delivery. MONTY'S DOES NOT WARRANT THE DELIVERY DATE OF ANY ORDER.

Terms for Payment. Unless credit has been extended, payment is due in full upon order. If credit has been extended, Monty's shall invoice Customer for Products ordered by Customer promptly after such Products are shipped by Monty's. The Products shall be invoiced to Customer at the then effective prices, plus any applicable Taxes. The terms of sale shall be net 30. Customer agrees to remit payment of the invoiced amount for Products within 30 days of the date of invoice. From time to time dating programs may be offered in writing by Monty's. Past due balances shall bear interest at the rate of 18% per annum.

Credit Accounts. Credit will be extended only upon submission and approval of a Commercial Credit Application. All decisions regarding the granting or continuation of credit are at the sole discretion of Monty's and may be terminated at any time. Credit applicants, and any Guarantors, agree that Monty's Plant Food Co., and its assigned financing agents, may review their credit history by any means available, now and in the future, including, but not limited to investigation of the references provided by applicant(s).

Delinquent Payments. If payment is not received by Monty's within 45 days of the date of the invoice ("Delinquent"), interest shall accrue at the rate of 1.5% per month from the date of the invoice until payment is received. Scheduled shipment(s) of Product may be placed on "hold" until the account is brought current. Applicant agrees to pay all costs of collection including attorney fees incurred, whether suit is filed or not, and agrees that 33% collection and/or attorney fees are reasonable. All transactions shall be governed by the laws of the Commonwealth of Kentucky and any proceeding shall be brought in any Court of competent jurisdiction located in the Commonwealth of Kentucky.

Orders and Force Majeure. All orders are subject to approval and acceptance by Monty's subject to Monty's standard selling terms and conditions in effect at the time. Monty's shall not be liable to Customer or any other party for delay or other failure of performance due to causes beyond its reasonable control, including without limitation, acts of God, acts of Customer, acts of military or civil authorities, fire or other casualty, strikes, lockouts, weather, epidemic, war, riots, delays in transportation of car shortages, or inability to obtain necessary labor, materials, components, equipment, services, energy or utilities through Monty's usual and regular sources at usual and regular prices. In any such event, Monty's may, at any time without further liability to Customer: (a) postpone performance under the Agreement; (b) make partial performance or cancel all or any portion of Customer's outstanding orders; or (c) allocate available quantities among its customers in any manner which Monty's deems reasonable. Cancellation of any order shall not affect Customer's duty to pay for performance of any other part of an order or other orders.

Limited Warranty. For a period of 12 months from the date of purchase, Monty's warrants that this product meets its manufacturing specifications. If it does not, Monty's will, at its option, replace the product or refund the purchase price. In no event shall Monty's be liable for special, incidental or consequential damages or for damages in the nature of penalties. Monty's shall not be liable in any way for claims resulting from any use of this product which is not in strict accordance with all directions, cautions and warnings on the label or labels. Any recommendations made by Monty's for the use of its Products are based upon information believed to be reliable, but Monty's makes no warranty of the results to be obtained. THE FOREGOING IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR PURPOSE AND SUPERSEDES AND EXCLUDES ANY ORAL WARRANTIES OR REPRESENTATIONS OR WRITTEN WARRANTIES OR REPRESENTATIONS, NOT EXPRESSLY DESIGNATED IN WRITING AS A "WARRANTY" OR "GUARANTEE" OF MONTY'S, MADE OR IMPLIED IN ANY MANUAL, LITERATURE, ADVERTISING BROCHURE OR OTHER MATERIALS.

Limitation of Liability. Monty's liability on any claim of any kind, including negligence, with respect to the goods or services covered hereunder, shall in no case exceed the price of the goods or services, or part thereof, which gives rise to the claim. IN NO EVENT SHALL MONTY'S BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES IN THE NATURE OF PENALTIES. Customer shall indemnify, defend and hold harmless Miller from any claims of Customer, its agents, customers, employees or others which arise from any warranty, express or implied, which Customer may offer, and which differs from Monty's warranty.

Damaged or Non-conforming Products. Customer shall notify Monty's, within seven (7) business days of taking possession of a specific order, of any claims or reservations pertaining to the specific order (hereafter "Claim"). The Claim shall then be reduced to writing setting forth with specificity the grounds for such claim and sent to Monty's within a period of 15 business days after receipt of the Products. At the expiration of the above-mentioned periods or if the grounds for the Claim are not sufficiently stated, the delivered Products shall be deemed to have been finally accepted.

Returns. Requests for returns must be made within 12 months of receipt of the products. Products must be in salable condition in the original, unopened packaging when received by Monty's. The decision whether to authorize the return of product is solely that of Monty's regardless of whether the above conditions are met. No returns will be accepted without a return merchandise authorization number (RMA) from Monty's. Returns may be subject to up to a 15% restocking fee.

Additional Terms. We do not acknowledge or recognize any alteration(s) to our terms. Terms of Sale are subject to change without prior notice.