

ONLINE 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 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 require-

ment 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.

Customer Signature _____

Date _____