Golf Irrigation Terms and Conditions

1. **Payment Terms**: Payment is due on terms shown on sales order. If Seller does not receive payment according to terms, a late charge of 2% per month will be assessed. Seller reserves right to extend limit or cancel credit or demand two party checks based on payment performance.

2. **Deposit**: All special order or fabricated items require a 25% production deposit at time order.

3. **Shipment:** All prices are FOB Branchburg, NJ, FOB origin freight prepaid. Buyer is responsible for unloading, storing and insuring goods.

4. **Fuel surcharges:** Both Manufacturer and Seller's truck delivery fuel surcharges are additional and will be added on.

5. **Taxes:** All local, state and federal taxes shall be paid by Buyer. Such taxes shall be added to Buyer's cost unless Buyer provides applicable tax exemption certificate.

6. **Quotation and Prices:** Seller will honor non-commodity item prices for 30 days from the date of quotation. Seller will honor commodity items such as wire and pipe for 7 days from the date of quotation unless otherwise noted.

7. **Security Agreement:** Seller retains a security interest on goods sold to Buyer until purchase price and other charges, if any, are paid in full. Buyer authorizes Seller (Seller's discretion) to file financing statements or other documents to perfect Seller's security interest.

8. **Seller's Right of Possession:** Seller shall have the right, in addition to all others it may possess at any time, for credit reasons to recall

goods in transit, retake same and repossess all goods which may be stored with Seller for Buyer's account without the necessity of taking any other proceedings. Buyer consent that all merchandise so recalled, retaken or re-possessed shall become Seller's absolute property upon credit given to Buyer. The foregoing shall be in addition to any other rights or remedies available to Seller under applicable law.

9. **Claims**: Buyer's receipt of goods delivered hereunder shall be an unqualified acceptance of, and a waiver by, Buyer of any and all claims with respect to such goods unless Buyer gives Seller notice of claim within fifteen (15) days after receipt.

10. **WARRANTIES:** SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO THE FITNESS OF THE MERCHANDISE FOR ANY PARTICULAR USE OR PURPOSE AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF SUCH MERCHANDISE OR FOR CONSIQUENTIAL DAMAGES.

11. **Delay:** Seller shall not be liable for any delay in the fulfillment of orders or in the delivery or shipment of goods or for any damages suffered by Buyer by reason of such delay.

12. **Returns:** Buyer is responsible for cleaning, organizing and presenting to Seller items to be returned for credit. Seller reserves the right to give credit only after items have been inspected at Storr Tractor Company and found to be in new or re-sellable condition. Seller will not be responsible for unauthorized returns. Products with color fading and/or chalking are signs of degradation and thus not returnable. Ductile Iron products surface rust over time. Customer is responsible to remove rust and re-tar/re-paint to like new and re-sellable condition. Special order or

fabricated items are not returnable. Installed parts or equipment are not returnable. Obsolete merchandise is not returnable. Electronic Circuit Boards must be un-used and in new sealed anti-static bags to be considered new and re-sellable. Used, As-is, off lease sales are final, returns will not be accepted.

Return items are subject to restocking fees:

a.) Seller's Error

No restocking fee will be assessed, if the merchandise is returned in same condition as shipped. Proper authorization for return and an RGA number is still required.

b.) Buyer's Error

Minimum restocking fee is 20% for Seller's stocking items. Higher fee may be assessed for items that cannot be absorbed into Seller's stock. Seller reserves the right to adjust restocking fee as necessary to recover evaluation, cleaning, repainting and repackaging costs incurred when merchandise is returned in less than new or re-sellable condition.

Seller reserves the right to use any credit to satisfy any, all, or any portion of unpaid Buyer invoices and service fees first. Balance of credit will be put on account for future purchases from Seller. (Upon completion of a project a written request may be submitted for the unused balance of the credit in the form of a check). If items comply to policy stated and are ready for return, call your sales representative for an RGA number. Clearly mark packages or shipment with the RGA number and return items, or schedule a pick up.

Complete Project return credits will require a visit by Buyer's sales representative with a listing of items sold. Material will be sorted into returnable items only. A listing of items for return will be developed by Sales Representative and Buyer. RGAs will then be issued based on categories of return and/or products. Upon completion of the RGA lists, a truck can be scheduled to pick up the returns for credit.

13. **Maryland:** This Agreement of Sale shall be interpreted, construed, and enforced in accordance with the laws of the State of Maryland. The Buyer agrees that any and all disputes arising, directly or indirectly, out of this Agreement of Sale shall be decided in the court of appropriate jurisdiction in Howard County, Maryland; and the Buyer expressly consents to and submits himself/herself/itself to the jurisdiction of the court of appropriate jurisdiction in Howard County Maryland.

14. **Miscellaneous:** This agreement contains all of the representations and agreements between the parties hereto. No modification of this agreement or waiver of the terms and conditions thereof shall be binding upon Seller unless approved in writing by an authorized representative. Acceptance of this agreement, or acceptance of the merchandise contained in this agreement shall constitute a binding agreement between Seller and Buyer.