

## **NORTHERN FAMILY FARMS, LLP**

### **General Terms and Conditions of Sale**

1. **PARTIES.** "Seller" means Northern Family Farms, LLP, or its successors and assigns. "Buyer" means the individual or entity purchasing the goods identified in this invoice (the "Sales Contract").
2. **ACCEPTANCE.** Acceptance of the goods identified in this Sales Contract, whether in whole or in part, or any other act of Buyer inconsistent with rejection of the goods, shall constitute the unconditional and absolute acceptance of these terms and conditions. Seller objects to any differing conditions or terms of Buyer and such terms shall not apply to this Sales Contract.
3. **PAYMENT.** Upon established credit terms, payment is due thirty (30) days from the invoice date or upon such other time as expressly provided on this invoice. Seller may at any time require full or partial payment in advance of delivery or seek other satisfactory assurances of security from Buyer that invoices will be paid when due if in Seller's judgment such payments or assurances become necessary, including, without limitation, the termination of any existing credit terms. Quoted prices may change to reflect any increase in Seller's costs arising prior to actual delivery of the goods as a result of reasons beyond Seller's control including, without limitation, shortage of material or labor, strikes, governmental orders, unexpected transportation delays, or similar problems. A convenience fee of 3% will be charged on all credit card orders over \$3,000.00. If payment is not made when due, interest shall be charged at the rate of 1.5% per month until the balance is paid in full. Buyer shall be responsible for all costs and expenses of collection resulting from the failure to pay the invoice when due, including reasonable attorneys' fees. Time and terms of payment are of the essence. Each shipment of goods is to be considered a separate sale.
4. **FREIGHT AND INSURANCE.** The purchase price does not include freight and insurance charges. Buyer is responsible for payment of all freight and insurance charges prior to delivery of the goods unless otherwise agreed by the parties in writing.
5. **DELIVERY; RISK OF LOSS.** Unless otherwise expressly indicated in this Sales Contract, all deliveries of goods are F.O.B. Shipping Point. Risk of loss and damage with respect to the goods passes to Buyer upon commencement of loading at Seller's place of business.
6. **RETENTION OF TITLE.** Notwithstanding delivery or passage of risk in the merchandise, title to the goods shall pass to Buyer only upon full payment for the goods. Buyer shall, at Seller's request, take any measures necessary under applicable law to protect Seller's title in the goods. Buyer acknowledges that so long as title has not been transferred, it holds the goods as bailee and fiduciary agent for the Seller and shall maintain the goods accordingly. Buyer may sell the goods to a third party in the ordinary course of business by bona fide sale at market value but shall, to the extent of any amount owed by Buyer to Seller at the time such proceeds are received, hold such funds in trust for Seller until any payable debts of Buyer to Seller have been paid in full.
7. **DELAYS.** The scheduled dates for shipment of the goods are estimated based upon Seller's capabilities at the time of quotation. All delivery dates are estimates only, and Seller shall not be liable for any damages relating to the failure to ship goods as of a certain date. Seller is not liable for any delay in fulfillment of or failure to fulfill this Sales Contract arising from any cause not reasonably within the control of Seller.
8. **CANCELLATION.** Buyer may not cancel this Sales Contract except with Seller's prior written agreement and after full payment of Seller's cancellation charges, which shall be equal to all amounts incurred by Seller in respect of the canceled order plus reasonable contract profits.
9. **INSPECTION; RETURNS.** Buyer shall inspect the products immediately upon receipt. Claims for shortages or other errors or defects in the goods must be made in writing to Seller within 48 hours after receipt, and failure to give such notice shall constitute unqualified acceptance of the goods and a waiver of all such claims by Buyer. If, upon providing Seller with such notice, Buyer does not return the goods declared to be defective without delay, or does not allow Seller to inspect the goods, or sells or disposes of the alleged defective goods without Seller's written consent, any and all claims relating to those goods shall be deemed waived. No goods may be returned without Seller's prior approval.
10. **Request for credits or refunds. Buyer request for credits on product must be submitted to the sales rep within 60 days of the invoice date. Issued credits may be used on future orders or refunded as requested by the buyer.**
11. **WARRANTY.** Unless otherwise mandated by law or expressly provided in this Sales Contract, SELLER PROVIDES NO WARRANTIES, whether express or implied, including, without limitation, any warranties of merchantability, quality, and fitness for use and for a particular purpose, and all such warranties are expressly disclaimed, denied, and excluded from this Sales Contract and all goods are sold "AS IS." Buyer expressly agrees that no warranty except those specifically stated in this Sales Contract will be claimed by Buyer or anyone acting on Buyer's behalf. To the extent that any written warranties are contained in this invoice, Seller's liability and Buyer's exclusive remedy is expressly limited to the replacement of equivalent goods or the granting of a reasonable allowance on account of any defects, at Seller's sole election.
12. **LIMITATION OF LIABILITY.** No representation or warranty, expressed or implied, made by any representative or agent of Seller which is not included in this Sales Contract shall be binding upon Seller unless agreed in writing and signed by both parties. In no event shall Seller be liable for any special, incidental, or consequential damages, including, without limitation, Buyer's costs, expenses, loss of anticipated profits or other charges, arising from or relating to this Sales Contract. Seller's liability is expressly limited to the wholesale cost of the goods purchased (and excluding freight charges, taxes, and other similar charges).
13. **BUYER'S RESPONSIBILITIES.** Buyer is responsible to make certain that the goods are properly maintained prior to resale. Seller shall have no responsibility or liability for the productivity of the goods after transplant, or for the freshness of cut trees or other plants. Buyer warrants to Seller that (i) it is a wholesaler for resale or holds a Seller's Permit for Wisconsin or other state of residency; (ii) it is engaged in the sale of such goods; and (iii) that the goods which are the subject of this Sales Contract are purchased for resale. In the event Buyer uses the goods for any purpose other than retention, demonstration, or display while they are held for sale in the regular course of business, Buyer is solely responsible to report and pay any and all sales and use taxes as calculated by the purchase price of the goods.
14. **JURISDICTION.** This Sales Contract involves the sale of goods under the Uniform Commercial Code and shall be governed by and construed under the laws of the State of Wisconsin. The parties agree that this Sales Contract shall be deemed for all purposes to have been executed in Jackson County, Wisconsin, and that all claims or disputes relating to this Sales Contract shall be brought in the courts of Jackson County, Wisconsin. Upon acceptance of this Sales Contract, Buyer expressly waives any objections to the jurisdiction and venue of the Jackson County courts.
15. **SEVERABILITY.** If any of these Terms and Conditions shall be deemed illegal or unenforceable, all other provisions of this Sales Contract shall remain in full force and effect.
16. **MISCELLANEOUS.** Seller's waiver of any term, provision, or condition of this Sales Contract shall not be construed as a waiver of any other terms, nor shall such a waiver be construed to authorize or require future waivers of the same term, provision, or condition. The terms and conditions of this Sales Contract supersede all prior negotiations and understandings of the parties and contain their final agreement as to the matters addressed. No other agreement modifying the terms and conditions of this Sales Contract will be binding upon Seller unless made in a writing specifically referring to this Contract and signed by Seller's authorized representative.