

# 2010 Rivendell Distribution & Sod Farm, Inc.

## TERMS & CONDITIONS OF SALE

**Account Terms Agreement:** Credit authorized accounts are due the 10<sup>th</sup> day of the month following purchase. Finance charge of 2% (24% annually) charged on past due accounts and purchaser agrees to pay collection and/or attorney fees for collection. Acceptance of merchandise shall constitute approval of these terms. Late or non-payment on account will result in the suspension or termination of credit privileges.

**Prices: ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.** All orders will be invoiced at the price in effect at the time of shipment.

**Invoice payment:** Purchases or charges through an account must be paid by the account owner, agent, or employee.

**Packaging & Handling Charge:** All merchandise ordered for shipping via UPS or USPS will have included with the shipping charges a \$2.50 packing and handling charge per individual package. A \$4.50 boxing charge will also be assessed on certain items, such as most bagged goods, grass seed, etc. Please consult with our sales representative when ordering this type of merchandise.

**Returned Checks:** There will be a \$25.00 charge for all checks returned NSF or any other reason.

**Claims & Sellers Liability:** All claims for alleged defects in goods or shortages should be deemed waived unless made in writing to seller within 10 days of receipt of merchandise by buyer. Natural variations in product appearance and texture are common with landscape materials like sod, mulch, etc. and should be expected. Buyer shall afford seller prompt and reasonable opportunity to inspect alleged defective goods. **Seller liability shall be limited to the replacement of any defective goods, which in no event shall include buyer's costs, lost profits or good will, or any other special or consequential damages.**

**Shipping:** All merchandise purchased from RD&SF will be shipped F.O.B. our warehouse or shipping point. Freight charges are collect (unless prepaid) and goods become the property of the buyer upon acceptance of the goods by the buyer's agent (by the carrier) in good condition. The carrier is responsible to the buyer for the complete and safe delivery of goods. We reserve the right to make partial shipments, unless otherwise expressly stipulated. All such partial shipments shall be separately invoiced and paid for when due without regard to subsequent deliveries. If shipped by 3<sup>rd</sup> party carrier it is the buyer's responsibility to file claim with the carrier, if the carrier fails to deliver the goods complete and in good condition. RD&SF will be happy to furnish advice in filing claims upon buyer's request.

**Return Policy:** RD&SF PRODUCTS: Certain products are non-returnable, i.e. sod, seed, edging etc. Products returned within 10 days from receipt will not be charged a restocking fee. Customers returning merchandise after 10 days will be invoiced a 20% restocking charge (unless otherwise stated) and freight charges incurred in returning the product. Merchandise must be RETURNED FREIGHT PREPAID and in RESALABLE CONDITION for a merchandise credit to be issued less the original shipping and handling. After 45 days we will be unable to accept any returns, due to the seasonal nature of our horticultural business.

DROP SHIP PRODUCTS ARE SUBJECT TO THE VENDORS RETURN POLICY AND MAY EXCEED 20% RESTOCKING CHARGE.

SPECIAL ORDER PRODUCTS ARE NOT RETURNABLE unless we are able to make such arrangements with the producer.

### **LIMITATION OF WARRANTY:**

RIVENDELL DISTRIBUTION & SOD FARM, INC gives no warranties express or implied, including the warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY ITEM IT SELLS, except as otherwise expressly given by the manufacturer of a particular item. Purchaser agrees that the limit of liability of the Company of all claims for loss or damage due to any cause shall not exceed the invoice price of the goods. IN NO CASE SHALL THE COMPANY BE LIABLE FOR LOSS OR DAMAGE TO A CROP OR FOR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES.

All recommendations made by us are compiled from recognized horticultural sources. We are not responsible for damage or failure because of any recommendations given by Rivendell Distribution & Sod Farm, Inc. or our personnel or errors in advertising a product, nor variances of color and the actual product.

**I understand & agree to these terms:**

Print Name/Title

Signature

Date

Rivendell Distribution and Sod Farm

Phone: 970-945-2568 Fax: 970-947-0012



Account Information

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Physical Address (if different): \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

E-Mail Address / Website: \_\_\_\_\_

What is the best way for us to contact you with account and product information?  
(Please initial all that apply.)

\_\_\_\_\_ Fax

\_\_\_\_\_ E-Mail

\_\_\_\_\_ Telephone

\_\_\_\_\_ Postal Service

Type of Business: \_\_\_\_\_

Year Business Established: \_\_\_\_\_

Number of Full-Time Employees: \_\_\_\_\_

Number of Seasonal Employees: \_\_\_\_\_

Type of Business Organization:

\_\_\_\_\_ Proprietorship

\_\_\_\_\_ S Corp.

\_\_\_\_\_ Partnership

\_\_\_\_\_ C Corp.

\_\_\_\_\_ LLC

\_\_\_\_\_ Other: \_\_\_\_\_

FEIN # \_\_\_\_\_

Social Security # \_\_\_\_\_

Tax Status: \_\_\_\_\_ Exempt

\_\_\_\_\_ Resale

\_\_\_\_\_ Pay Tax

Tax Exempt # if applicable: \_\_\_\_\_

State Tax # \_\_\_\_\_

City Tax # \_\_\_\_\_



Credit Information

Date: \_\_\_\_\_

Line of credit requested \$ \_\_\_\_\_ Approved \$ \_\_\_\_\_ by \_\_\_\_\_ office use only

Business Name \_\_\_\_\_ Federal Tax ID Number \_\_\_\_\_

City/County License Number \_\_\_\_\_ DBA \_\_\_\_\_

Account Contact \_\_\_\_\_ Phone \_\_\_\_\_

Former Business Name/Address/Phone (if applicable) \_\_\_\_\_

PRINCIPAL OWNER \_\_\_\_\_  
(name) (title) (SS#) (home address)

PRINCIPAL \_\_\_\_\_  
(name) (title) (SS#) (home address)

Has the firm or any of its principals ever declared bankruptcy? \_\_\_\_\_ Yes \_\_\_\_\_ No

TRADE REFERENCES: (suppliers of major product & services)  
Name Fax / Phone  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BANK REFERENCE: Account# \_\_\_\_\_ checking \_\_\_\_\_ loan \_\_\_\_\_ savings  
\_\_\_\_\_  
(name) (phone/address) (contact)

As an inducement to grant credit, the undersigned warrants that the information submitted below is true and correct. You are authorized to investigate the credit references listed.

\_\_\_\_\_  
(name) (title)

**PERSONAL GUARANTEE**

In consideration of credit being extended by RIVENDELL DISTRIBUTION & SOD FARM, INC. to the above named applicant for merchandise to be purchased whether applicant be an individual or individuals, a proprietorship, a corporation, or other entity, the undersigned guarantor or guarantors each hereby contract and guarantee to RIVENDELL DISTRIBUTION & SOD FARM, INC. the faithful payment, when due, of all accounts of said application for the purchases made within five years after the date of application. The undersigned guarantor or guarantors each hereby expressly waive all notice of acceptance of this guarantee, notice of extension of credit to applicant, presentment, and demand for payment on applicant, protest and notice to undersigned guarantor or guarantors of dishonor or default by applicant or with respect to any security held by RIVENDELL DISTRIBUTION & SOD FARM, INC., extension of time of payment to applicant, acceptance of partial compromise, all other notices to which the undersigned guarantor or guarantors might otherwise be entitled and demand for payment under this guarantee. Absent written permission by creditor, this guarantee may not be revoked.

\_\_\_\_\_  
(name) (title) \_\_\_\_\_ (name) (title)