

TERMS & CONDITIONS OF SALE

DEFINITIONS As used herein, the term “Company” means Griffin Greenhouse Supplies, Inc.; the term “Merchandise” means the goods described on the face hereof; and the term “Purchaser” means the purchaser identified on the face hereof.

PRICING The prices for the Merchandise are subject to change without notice in accordance with the prices in effect on the date of shipment.

MINIMUM ORDER SIZE Minimum order amount is \$5. Plant orders under \$75 will incur a \$15 small-order upcharge along with delivery charges.

SHIPPING CHARGES – SEED Standard shipping for seed listed in our program will be included in the seed price on orders totaling \$100 or more, and shipped within the continental U.S. Shipping charges will be added to the invoice on orders totaling less than \$100. All special shipping requests resulting in extra charges will be added to the invoice. Drop shipments directly from the vendor are subject to shipping charges.

RETURNS AND CANCELLATIONS No Merchandise may be returned without authorization from our office. A) Plant orders are custom grown when booked in advance. Please review acknowledgments and confirmations for accuracy to prevent shortages and overages. Griffins cannot accept reductions or cancellations of plant orders once material is sown or stuck by the producer, Product ownership has transferred to the customer at that time. To review vendor specific cancellation terms go to www.griffins.com/plantcancellationpolicy B) Seed orders: The Company will accept return of seed orders for credit pursuant to the following conditions: (i) Seed packages must be returned in the same condition within 30 days of ship date. (ii) No opened or altered seed packages will be accepted for return. (iii) No special-order seed will be accepted for return. (iv) No direct-ship seed, New Guinea impatiens, Primed or PreNova 2.0 seed will be accepted for return without prior authorization. (v) Seed returns must be shipped in protected packaging via a trackable ship method (USPS-(low value only), UPS, Fed Ex). (vi) Purchaser must notify the Company's Customer Service department prior to return of all seed orders. (vii) Purchaser is subject to a 20% restocking fee for non-compliant seed returns.

SHIPMENT, RISK OF LOSS AND TITLE Shipments of the Merchandise hereunder are F.O.B. the Company's facility; the Purchaser assumes all risk and liability for loss, damage or destruction after delivery of the Merchandise to the carrier.

CLAIMS All plant deliveries must be inspected upon receipt. Any damage or quality issues must be reported with photos within 24 hours. The Company may request that you plant the usable material with notification of total losses at a later date. In the case of visible shipping damage upon receipt from FedEx/UPS, damage must be noted on your freight bill and signed by the carrier's agent (driver). You must contact the Company within 24 hours to report your claim, at which time we will advise if you need to file the claim directly with the carrier, or if we will handle the claim. Damage that is not visible until the boxes are opened must be reported within 24 hours of receipt. A customer's lack of notification allows the Company to reserve the right to deny credit. The Company will request replacements whenever possible, subject to availability. Any visible damage, whether detected upon delivery or after shipments are opened, must be documented with photographs.

PAYMENT We accept cash, check or the following major credit cards: American Express, Visa, Master Card and Discover. The Company also accepts checks via fax, when submitted with the Company's Check by Fax Authorization form. New customers paying via credit card for the first time on orders of \$1,000 or more, but have not applied for credit terms, must complete a Credit Card Authorization Form for each cardholder on the account. Credit card payments do not qualify for payment discounts, e.g., 1% 10 Net 30. The Company will apply a 2% convenience fee to the balance on invoice payments made with a credit card; the 2% convenience fee will be waived for orders paid in full with a credit card at time of booking. Plant and seed orders cannot be shipped COD due to the perishable nature of the product. COD orders for live plants must be paid in full prior to the start of production by the young plant producer. We, therefore, require payment at the time of booking, unless you have approved credit with the Company. The order will not be placed with our supplier until payment is received.

FINANCE CHARGES A 1½% per month service charge is added on all overdue accounts. This is an 18% annual charge.

TAXES Appropriate state tax will be charged based on the location of delivery. All items will be charged sales tax unless we have your tax exempt number on file. In compliance with the law, we must charge the tax on all items which the state designates as taxable, even though you have provided us with your sales tax number.

PICTURE DISCLAIMER The Company strives to provide the most accurate rendition of the varieties contained within. However, we rely on our suppliers to have plants correctly labeled for our photography and on images they provide to us. The Company cannot be held liable for incorrect entries, and all pictures and variety names should be verified with the vendor and breeder catalogs. Recommendations made by the Company are compiled from recognized horticultural sources. We are not responsible for damage or losses that occur through secondary parties.

EXCUSABLE DELAYS Any delivery dates agreed to by the Company are only approximate and are subject to reasonable variation. In any event the Company shall not be liable for delays or for failures in performance or default in delivery arising out of or resulting from causes beyond its control. In no event shall the Company be liable for any damages, incidental, consequential, special or otherwise, arising out of any failure to deliver any merchandise to the Purchaser, any delay in delivery thereof, or any rejection or revocation of acceptance thereof by the Purchaser.

PROHIBITION ON REPRODUCTION OR RESALE OF SEEDS The Merchandise is to be used solely in the production of crops. The Purchaser must under no circumstances make use of the Merchandise for further reproduction or any other form of multiplication. After grading, calibrating, pelleting or treating in any other way the Merchandise, the Company's warranty shall be void and of no further force and effect. The Purchaser must undertake to impose the prohibition laid down in this section on its own buyer on the understanding that they will also do the same for their subsequent customers. The Merchandise is not intended for retail sale; resale is strictly prohibited.

WARRANTIES Crop yield and quality are dependent upon many factors beyond the control of the Company and NO WARRANTY is made for crop yield and quality. The Company warrants only that all seeds, bulbs, plants or merchandise sold have been labeled as required under applicable state and federal seed law and the seeds, bulbs, or plants conform to the label description which recognized tolerances. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR UNDERWRITTEN, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL. No claim shall be asserted against the Company unless the Purchaser reports to the Company within a reasonable period after discovery (not to exceed 30 days any condition that might lead to a complaint.) THE PURCHASER'S EXCLUSIVE REMEDY FOR ANY CLAIM OR LOSS RESULTING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, OR NEGLIGENCE (INCLUDING BUT NOT LIMITED TO INCIDENTAL OR CONSEQUENTIAL DAMAGES) SHALL BE LIMITED TO REPAYMENT OF THE PURCHASE PRICE.