

APPENDIX

**GRIMES
SPEEDS**

800-241-7333

**LIGHTNING
SERVICE**

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BUSINESS TERMS • BUSINESS TERMS • BUSINESS TERMS • BUSINESS TERMS
BUSINESS TERMS 2008-2009

Please Send Checks to: Grimes Horticulture • P.O. Box 71-3229 • Columbus, Ohio 43271-3229

PAYMENT TERMS & CREDIT

Customers who prefer to establish credit terms must complete a credit application form in its entirety. Payment terms are Net 30 from invoice date for those customers with open account status. Checks, Visa, American Express, Mastercard, Discover credit cards and check by phone are accepted. Sorry—no COD's. For shipments outside the U.S. or Canada, orders must be prepaid or a letter of credit may be required.

PAST DUE / FINANCE CHARGES / LATE FEES

A finance charge of 2% per month will be assessed on all invoices not paid by the due date. A late fee of \$25.00 may be assessed on or about the first of each month for all accounts carrying a past due balance. If an account is turned over to an outside collection agency, accounts will be charged for all costs incurred to collect the debt, including legal and collection fees. A charge of \$50.00 will be added for any check returned by the bank.

PRICES

New prices are effective June 1, 2008. All prices are subject to change without notice. Prices are quoted in U.S. funds.

FREIGHT/SHIPPING

We will use the most efficient method unless otherwise specified.

SEEDS: All seed shipments are \$2.79 for freight regardless of order size within the continental U.S. using our standard delivery methods. Special delivery circumstances may require an additional charge. All back-ordered seed shipments are freight free.

PLUGS, PLANTS, BULBS, SOIL, FERTILIZER & TAGS: Shipping charges, including boxing and handling, will be added to the customer's invoice unless specified otherwise. Additional expenses for winter packing or special handling may require an additional charge.

MINIMUM ORDER QUANTITIES

SEEDS: There are no minimums on seed orders.

SOIL, PLANTS & PLUGS: These items are subject to established grower minimums.

TAGS: A \$50 minimum per shipment has been established by our suppliers.

SUBSTITUTIONS

All items are offered subject to availability. We will substitute as necessary to complete orders, unless you specifically request "no substitutions".

VARIANCES

Seed performance that varies from expectation must be reported to Grimes no later than **one week** from the date the variance should have become obvious. Plant shipments that vary from expectation upon arrival must be reported to Grimes within 24 hours of delivery. **Claims over \$100 require pictures.**

ORDER RETURNS, CHANGES, CANCELLATIONS

We will not accept returns due to customer error in ordering. All returns, cancellations, and order changes within 30 days prior to shipment may include a \$50.00 processing fee. Returns will not be accepted without authorization and will be returned to you. To obtain authorization, please call your sales representative.

SEEDS: We accept seed returns only under the following conditions: 1) Seed must be returned within 14 days of the ship date in the same condition as received, 2) No "opened" seed packages will be accepted for return, 3) No "special ordered" seed will be accepted for return. Special orders include seed not normally carried in our inventory in the variety or quantity requested, 4) No "primed" seed will be accepted for return. 5) All seed returned is subject to a minimum 25% restocking charge.

PLANTS: Since plants are custom grown to order, no cancellations will be accepted once production has begun. All plant problems must be communicated to us **within 24 hours** of delivery.

TAGS: If adjustments need to be made, they must be made within 30 days of receipt of the supplies. All returns will be charged a 25% restocking fee. Freight charges on returned items will not be credited. Tags returned due to an error on our part or that of our supplier will be given appropriate credit, subject to merchandise being returned in proper condition.

PHYTOSANITARY CERTIFICATES

Charges for any government-required plant inspections will be added to the customer's invoice.

WARRANTY/DISCLAIMER

We warrant, to the extent of the purchase price, that seeds, plants, supplies and bulbs sold have been labeled as required by state and federal laws, and that the contents are consistent with the crop description.

Due the skill and facility variations of our customers that are out of our control, we make no guarantee that a grower will achieve the tested level of germination as stated on our seed packets.

Grimes Horticulture, Inc., makes every attempt to insure that your order arrives on time and in satisfactory condition. However, we cannot be held responsible for situations which are outside our control, such as weather-related delays, frozen plants, etc. We make no warranty of merchantability and fitness, either expressed or implied. Seller's liability is limited in the amount to the purchase price of such goods, regardless of nature, cause or extent of any loss. In no event should the seller be liable for incidental, consequential or special damages for loss of crops or profit.

GARDEN LEADER GUARANTEE

The Garden Leader guarantee is a full purchase price money back guarantee to consumers.

This guarantee covers the failure of a plant to grow as expected and labeled. If your customer is not satisfied with the growth and garden performance of a Garden Leader variety, have them simply return the original purchase receipt showing date of purchase, place of purchase, price paid, Garden Leader tag and reason for expectation not being met. We will accept their guarantee claims at the end of the growing season. Guarantees are not accepted until October 15th, of the current year. Grimes will take care of all details and funding of the guarantee, not our Grimes grower customers. Consumer customers of yours should send these requests to:

Grimes Horticulture, Inc.
11335 Concord-Hambden Road
Concord, OH 44077
Attn: Garden Leader Guarantee

This guarantee covers failure of plants to grow as expected, but does not cover plants which have to be subject to any form of neglect, including but not limited to: excess watering, spray damage, failure to water in drought conditions, failure to plant in right climate zone, etc. This guarantee applies to residential use only. We expect the consumer to follow the basic care instructions found on the Garden Leader tag. We reserve the right to request the return of the plants at our cost for cultural evaluations. Limit per household is \$20.00. This guarantee does not cover commercial landscapes or commercial usage.

CULTURE AND CROP-TIME INFORMATION

Growing information only represents general guidelines. Since the conditions in which your plants are grown are outside of our control, we cannot take responsibility for crop performance and results.

MANDATORY ARBITRATION

Any claim which purchaser may have against seller arising of or relating to the sale of merchandise shall be settled by binding arbitration in accordance with the commercial arbitration association, said arbitration to be venue in Lake County, Ohio. Purchaser should contact the State Department of Agriculture for information. Typically, a complaint must be filed in time to permit inspection of the seed, crops, or plants. A copy of the complaint must be sent to Seller by registered or certified mail.

GOVERNING LAW, JURISDICTION, AND VENUE

Any dispute not subject to arbitration and any action to enforce an arbitration award arising out of or relating to the sale of merchandise hereunder shall be maintained in the state or federal courts located in Lake or Cuyahoga Counties, Ohio.

JURISDICTION RIGHTS

Grimes Horticulture, Inc. reserves the right of jurisdiction. In any event that legal measures become necessary, all court proceedings shall be held in Lake County, Ohio.

LIMITATIONS

This is a wholesale catalog and the products contained herein are intended for commercial growers only.

GRIMES TRADEMARKS AND COPYRIGHTS ARE PROTECTED

Grimes Horticulture reserves the legal right to protect all of our brand names against use by any other companies throughout the horticulture industry. We will not permit the use of our branded names on any other seed or cutting propagated varieties or in any other classes. Any use of our brand names must have the expressed written consent of Grimes Horticulture.



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Credit Application

(800) 241-7333

FAX (440) 352-1800

11335 Concord-Hambden Rd., Concord, OH 44077

Email: salesmanager@Grimes-Hort.com

Web Sites: www.Grimes-Hort.com

www.gardenleaders.com

Date: _____ Amount of Credit Line Requested: \$ _____

FIRM

Firm Name _____

Street Address _____ City _____ State _____ Zip _____

Shipping Address _____ City _____ State _____ Zip _____

Telephone No. _____ Fax No. _____ Year Established _____

E-Mail Address _____ Other _____

Business Type: Proprietorship _____ Partnership _____ Corporation _____

Soc. Sec. No. _____ State Tax Exemption No. (If Applicable) _____

COMPANY OWNERS OR OFFICERS

1. Name _____ Title _____ Telephone No. _____

Home Address _____ City _____ State _____ Zip _____

2. Name _____ Title _____

Home Address _____ City _____ State _____ Zip _____

3. ACCOUNTS PAYABLE Name of Bookkeeper _____ Telephone No. _____

OTHER INFORMATION

1. Real Estate:

If Owned: VALUE \$ _____ MORTGAGE \$ _____ ACREAGE USED \$ _____

If Rented: YEARLY RENT \$ _____

2. OTHER ASSETS \$ _____ OTHER DEBTS \$ _____ OTHER EMPLOYMENT (if any) _____

3. TYPE OF BUSINESS: Please Check One or More

Bedding Plant _____ Wholesale Grower _____ Retail Grower _____

Market Gardener _____ OTHER _____

CREDIT AUTHORIZATION

I understand that Grimes Horticulture, Inc. standard terms of sale is net 30 and that 2% per month (24% per annum) service charge will be added to past due balances. Additionally, I authorize telephone orders to be charged to the account and agree to be responsible for payment. In addition to suppliers provided as references, I understand that Grimes Horticulture will conduct an extensive credit search, including the use of Credit bureaus and agencies.

This agreement is our guarantee that all invoices and statements from Grimes Horticulture, Inc., for products shipped will be paid in full in accordance with the agreed terms. The undersigned will use any and all assets personally or professionally available to satisfy this agreement and will pay all amounts due plus any collection costs and attorney fees incurred in the collection of said indebtedness. The undersigned agrees that any legal proceedings used to effect payment shall be held in the state and county of Grimes choice.

(Hereinafter referred to as the "Company") of which I am (Title) _____, hereby personally guarantee to you any payment of any obligation of the Company and I hereby agree to bind myself to pay you on demand any sum, which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and identity for such indebtedness of the Company. I do hereby waive notice of default, non-payment and notice thereof and any modification or renewal of the credit agreement hereby guaranteed, in the event the account becomes delinquent and is turned over to an attorney for collection, the undersigned guarantor agrees to pay all sellers collection costs including reasonable attorneys fees.

The undersigned agrees to notify Grimes Horticulture, Inc. well in advance by certified mail of any change in ownership of the purchaser and further agrees to be liable for all purchases made before and after change of ownership should the undersigned fail to comply with said notification. In the event that this guaranty is executed by more than one person then, in such event the liabilities and obligations of the undersigned hereunder shall be joint and several and the relative words herein shall be written as if in plural.

Facsimile Signatures. You agree that a facsimile copy on this account application bearing authorized signatures may be treated as an original.

I (we) further understand that Grimes Horticulture may at any time refuse to grant credit to me. I am (we are) authorized in my (our) capacity to bind my (our) firm for any and all credit that you advance to us.

Signature(s) _____ Date _____

The above signature authorizes your references to supply financial & credit information to Grimes Horticulture and it is understood that references cannot be held liable.

Continued on next page

Credit Application Continued

1. Please indicate your total dollar volume purchases (after discounts) for the past year for the following categories.

	Under \$1,000	\$1,000- \$2,500	\$2,500- \$5,000	\$5,000- \$10,000	\$10,000- \$25,000	\$25,000- \$50,000	Over \$50,000
Seeds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plants	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tags	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supplies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Your Comments/Suggestions _____

SUPPLIERS WHERE CREDIT IS ESTABLISHED FOR ONE YEAR OR MORE

1. Bank _____

Street Address _____ City _____ State _____ Zip _____

Telephone No. (____) _____ Contact _____ Account Number _____

Fax # _____

2. Trade Reference _____ Product/Service Supplied _____

Street Address _____ City _____ State _____ Zip _____

Telephone No. (____) _____ Contact _____ Account Number _____

Fax # _____

3. Trade Reference _____ Product/Service Supplied _____

Street Address _____ City _____ State _____ Zip _____

Telephone No. (____) _____ Contact _____ Account Number _____

Fax # _____

4. Trade Reference _____ Product/Service Supplied _____

Street Address _____ City _____ State _____ Zip _____

Telephone No. (____) _____ Contact _____ Account Number _____

Fax # _____

RUSH ORDER ENCLOSED FROM:

PLACE
STAMP
HERE



11335 Concord-Hambden Rd.
 Concord, OH 44077

