

TERMS AND CONDITIONS

Applicant and Greenleaf Turf Solutions, Inc. agree to be bound by all terms and conditions contained and incorporated herein, all of which are a part of this approved credit application issued by Greenleaf Turf Solutions, Inc. and should be carefully read.

1. **Entire Agreement.** The Credit Application, and these Terms and Conditions therein incorporated (collectively, the "Agreement"), constitute the sole and entire agreement between Applicant and Greenleaf Turf Solutions and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral. Greenleaf Turf Solutions shall be obligated to perform only in accordance with the terms of this Agreement.
2. **Term.** This Agreement shall commence on [DATE] and end [NUMBER] months thereafter.
3. **Payment.** The Applicant shall make payment in full of all amounts outstanding within 30 days of invoice therefor.
4. **Late Payment.** In the event payments are not received by Greenleaf Turf Solutions when due, Greenleaf Turf Solutions may charge interest on any such unpaid amounts at a rate of 2% per month, from the date such payment was due until the date paid.
5. **Default.** The occurrence of any of the following events shall constitute a Default by the Applicant: (a) Applicant fails to pay any amount due on the date required under this Agreement; (b) Applicant seeks an order of relief under the Federal Bankruptcy laws; (c) Applicant becomes insolvent; or (d) Applicant fails to keep valid payment information on file. Upon Default, Greenleaf Turf Solutions has the right to demand payment in full, in satisfaction of this Agreement.
6. **Termination.** Either party shall have the right to terminate this Agreement by providing 30 days written notice. Upon termination, all amounts due and owing shall be immediately paid in full.
7. **Attorney's Fees.** If Greenleaf Turf Solutions must retain attorneys to collect any payments due under this Agreement, the Applicant must pay any reasonable attorneys' fees and court costs incurred, and interest on such amounts, including the unpaid fees, at the maximum rate permitted by law. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reimbursement from the other party of reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
8. **Nonwaiver of Rights.** The failure of Greenleaf Turf Solutions to insist upon or enforce, in any instance, strict performance of any of the terms of this Agreement, or to exercise any rights herein conferred, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.
9. **Remedies.** Greenleaf Turf Solutions remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or payment therefor shall not waive any breach.
10. **Assignment.** Neither party may assign this Agreement, including without limitation any of its rights or obligations hereunder, without the express written consent of the other party hereto; provided that Greenleaf Turf Solutions may assign this Agreement, including without limitation any of its rights or obligations hereunder, to any of its parents, subsidiaries or affiliates or to any third party which merges with Greenleaf Turf Solutions or acquires all or substantially all of its business and assets or a substantial part of its assets or business relating to this Agreement without Applicant's consent.
11. **Governing Law.** This agreement, for all purposes, shall be construed in accordance with the laws of the State of Delaware without regard to conflicts-of-law principles. Any action or proceeding by either of the parties to enforce this Agreement shall be brought only in any state or federal court located in the State of Delaware, County of New Castle and the district of Delaware.
12. **Miscellaneous.** (a) All rights granted to Greenleaf Turf Solutions hereunder shall be in addition to and not in lieu of Greenleaf Turf Solutions rights by operation of law. (b) Any provisional of a hard or faxed copy Agreement which is typewritten or handwritten by Greenleaf Turf Solutions shall supersede any contrary or inconsistent printed provisions therein. (c) No modification of terms of the Agreement shall be valid without the written authorization of Greenleaf Turf Solutions. (d) Should any of the provisions of the Agreement be declared by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of any remaining provisions.

PERSONAL GUARANTY

In consideration of the credit extended by Greenleaf Turf Solutions to the Applicant listed on the Credit Application and for other valuable consideration, I/We personally, absolutely, unconditionally and irrevocably guaranty to Greenleaf Turf Solutions the prompt payment of any and all obligations of the Applicant to Greenleaf Turf Solutions, including all fees, interest, collection costs and attorneys' fees, due hereunder or otherwise incurred by Greenleaf Turf Solutions in enforcing its rights under this Agreement. The incorporation, merger, reorganization or sale of the Applicant shall not operate as a termination of the guaranty, and such guaranty shall continue as to credit extended such other entity. I/We hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the Agreement or indebtedness hereby guaranteed. I/We agree, without Greenleaf Turf Solutions first having to proceed against Applicant, to pay on demand all sums then due and to become due to Greenleaf Turf Solutions from Applicant, of collection, if any amounts due are collected by legal action or through an attorney-at-law. I/We hereby authorize release to Seller of all information, including credit information, contained in my (our) account file. I/We authorize that the photocopy of the authorization be accepted with the same authority as the original.

Signature	Name	Date
Signature	Name	Date