

DHG Inc.: GENERAL TERMS AND CONDITIONS OF SALE

1. In the event the purchase price described on the face hereof is not paid in full, Buyer hereby grants to DHG Inc. (hereafter referred to as "Seller" or "DHG") a security interest in the truck, trailer, applicator, Hydroseeder®, blower system, and accessories covered by this order until such goods are paid in full. Buyer agrees to sign such further documents, forms, and other writings, (including, without limitation, a promissory note, security agreement, and form UCC-1) which may be requested by Seller in order to further evidence and perfect the security interest herein granted.
2. Buyer acknowledges it has had the opportunity to fully and completely examine, operate and test the goods sold hereunder prior to finalizing its purchase. Buyer understands that all representations of the goods, including, but not limited to, print, audio or visual media, e-mail, verbal conversation, or any other means of communication or advertising, are not for the purpose of finalizing the Buyer's decisions for purchase of the goods. Buyer understands that Buyer is fully and completely responsible for making a purchase decision, or any other decision relating to the purchase decision, based on their own analysis, and hold Seller completely harmless for such decision(s) or the effects of such decisions.
3. Seller shall not be liable for any incidental or consequential damages caused, including, but not limited to, consequential damages for injury to any person or for any other loss or damages, consequential or otherwise (including, but not limited to, lost profits, physical, financial, or emotional damages), to the fullest extent such liability may be limited under law. Seller shall not be liable for any injuries or damages to persons or property, whether in contract, tort, or otherwise.
4. In the event Buyer defaults in the payment of any amounts due hereunder, or in the performance of any other obligation hereunder, or if a proceeding in bankruptcy, receivership or insolvency is instituted by or against Buyer, then Seller may declare the full amount hereunder immediately due and payable without notice or demand and shall have all of the remedies of a secured party under the Uniform Commercial Code of the State of Ohio and any other applicable laws. Upon repossession of the goods by Seller, any notices required to be given by Seller to Buyer with respect to the sale or other disposition of the goods shall be deemed reasonable if mailed with postage prepaid to the address of Buyer or sent by electronic communication at least ten (10) days before the time of such sale or other disposition. In the event of a default, Buyer agrees upon Seller's request to make the goods available to Seller at such location as Seller may designate.
5. Buyer agrees to keep the goods insured against loss or damage by fire, wind, theft and accident by an insurance company or companies satisfactory to Seller in an amount not less than the then unpaid portion of the purchase price. Such insurance is to be payable to Seller as its interest may appear, and the policies shall, if requested by Seller, be delivered to and retained by Seller until the purchase price is paid in full. Such insurance coverage shall begin when Seller delivers the goods F.O.B., Shipping Point.
6. Any tax or other governmental charge (other than federal excise tax) upon the production, sales, or shipment of the goods sold hereunder, now imposed or hereafter becoming effective, shall be added to the price described herein, and shall be promptly paid by Buyer to Seller.
7. Seller shall not be responsible for failure to deliver the goods when such failure is caused by fire, strikes, labor difficulties, failure of carriers to furnish facilities, floods, riots, freight embargoes or transportation delays, inability to secure materials or supplies at current rates, any existing or future law or act of any state or federal government or any governmental agency affecting the conduct of Seller's business, or war measures affecting the United States or any other governmental interference or embargo, or any other cause beyond the reasonable control of Seller, whether affecting the procurement, production, loading, transporting, or delivery of the goods described herein.
8. If a DHG, Limited Warranty form is provided to Buyer for the goods, it shall be the sole and exclusive warranty. Buyer acknowledges it has had the opportunity to request and review any Limited Warranty prior to purchase. THERE ARE NO OTHER UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE (EXCEPT AS TO TITLE).

No agent, employee, or representative of Seller has any authority to bind Seller to any affirmation, representation, or warranty except as described above, and no waiver, alteration, or modification of the foregoing shall be valid unless made in writing and signed by an executive officer of Seller.
9. Whenever a term defined by the Uniform Commercial Code of Ohio is used, the definition contained in the Code shall control.
10. This order expressly limits Buyer's acceptance to the terms stated herein, and any additional or different terms proposed by Buyer are hereby rejected unless expressly assented to in writing by Seller.
11. If DHG utilizes an attorney for collection or enforcement, Buyer shall pay Seller's reasonable attorney fees and collection costs even though no suit, action, or other proceeding is filed. If either party institutes a suit, action, or other proceeding to enforce or interpret the terms of this purchase, then the prevailing party shall be entitled to recover from the other party all costs and disbursements allowed by law plus such sum as the court may adjudge reasonable for attorney's fees in the suit, action, or other proceeding and in any appeal thereof including, but not limited to, pursuing, defending, or litigating issues peculiar to federal bankruptcy law. The parties agree that the state or federal courts located in the State of Ohio, at DHG's sole discretion, shall have exclusive jurisdiction over any disputes arising out of the purchase or use of the goods, or arising out of this agreement or any express or implied warranty.
12. Buyer hereby acknowledges receipt of a true and complete copy of this Agreement.
13. If any provision of this Sales Order shall be held unenforceable or invalid, such unenforceability or invalidity shall not affect the enforceability or validity of any other provision of this Agreement.