



TERMS AND CONDITIONS OF SALE

This is agreement with AMERICAN TURF & CARPET, LLC (hereinafter referred to as “ATC”) and you (hereinafter referred to as “Customer”) in connection with the Terms and Conditions of Sale for goods and services for our business that we may offer you from time to time.

1. Customer hereby agrees to pay all amounts due for goods and services purchased from ATC, plus any finance charges and any other charges and fees according to the terms of this agreement in U.S. funds to: American Turf & Carpet, 50 East 42nd Street, 14th Floor, New York, NY 10017.

2. As security for any amounts due ATC, Customer hereby grants to ATC a security interest in all goods and services purchased from ATC, together with cash and non-cash proceeds of such goods and services, including, without limitation, chattel paper and accounts receivable.

3. ATC reserves the right at any time to suspend Customer’s credit change the credit terms, or demand adequate security from Customer when, in ATC’s sole opinion, the financial condition of Customer so warrants. In the event any billing is not paid when due, payment therefore, regardless of prior terms, will become immediately due owing. Acceptance by ATC of less than full payment shall not be construed as a waiver of ATC’s rights hereunder or at law. Payments received by Customer may in ATC’s discretion, be applied to such portion of Customer’s unpaid accounts as ATC deems appropriate.

4. Shipments will be made on a cash basis until a signed credit application is on file and credit is established. Unless otherwise agreed in writing, terms of credit payment are as follows: net amount of invoice to be paid within thirty (30) days following invoice date. Invoices not paid within 30 days become past due and delinquent. Accounts 60 days past due will be put on automatic C.O.D. shipment until Customer’s account is current. Two late payments in one year may result in the denial of future credit privileges.

5. A finance charge will be assessed on delinquent accounts at the rate of eighteen (18) per cent per annum or .049315% per day, which shall accrue from the date payment is due, until paid.

6. Customer agrees to pay, in the event its account become delinquent, all of ATC’s collection and attorney fees associated with collection of the account, plus all attendant costs, whether or not litigation is initiated. It is further agreed that in the event suit is instituted to enforce any Customer’s obligations hereunder, venue of such suit may, at ATC’s choice, be in New York, NY.

7. Customer agrees to notify ATC, in writing, thirty (30) days prior to any change of ownership of Customer, or Customer’s business (including the above information for the buyer), and further agrees to be liable for all purchases by a buyer of the business should the said notification not be given. ATC may, regardless of the terms stated herein or on any invoices, require all outstanding account balances to be paid in full on demand upon change of ownership, and may refuse to make further sales or extend further credit pending approval of the buyer’s credit, which approval shall be in ATC’s sole discretion.

8. In the event that Customer is a partnership, it is understood and agreed that each and every partner of said partnership and the marital communities consisting of each partner and his respective spouse, if married, are jointly and severally liable for payment to ATC of all obligation and indebtedness which Customer has incurred or is under or may incur or be under to ATC.

9. All orders are subject to written acceptance by ATC. Prices, product listings, line drawings, catalogs, sizes, weights, and manufacturing details, are subject to change without notice.

10. Customer agrees all sales are final. Any returned equipment, supplies, inventory, or other goods which ATC elects to accept may be subject to a restocking charge.