

## TERMS & CONDITIONS OF SALE

### PRICING

Prices are F.O.B. your BFG warehouse or F.O.B. the factory unless otherwise stated. Prices are subject to change without notice. Prices at time of shipment will prevail. For current quotation, please call your local BFG service center or sales representative. All quotations are subject to change regardless of expiration date.

### TERMS

Payment terms are stated on your invoice. Discounts may be offered on certain products in certain situations and will be specified on the invoice. These discounts, if offered, are only available on invoices paid and received into the BFG office within the terms specifications via cash or check. Buyer is responsible for mail time. Terms are C.O.D. when credit is not established or if an account has a past due balance. A current, up-to-date, credit application **must** be on file and approved in order to maintain a line of credit and terms with BFG.

A **finance charge** of 2% per month (24% annually) will be assessed immediately on invoices not paid within invoice term date. BFG reserves the right to charge the maximum amount of interest allowed by law.

Accounts may be placed on C.O.D. status until past due balances (including interest charges) are paid and a credit line is reestablished. In the event BFG must employ a collection agency or attorney to collect any past due account, customer shall pay any and all collection and/or attorney fees.

### PAYMENTS

Cash, Check, VISA, MasterCard, and Discover are acceptable forms of payment at the time of purchase. Payments made after a finalized sale that require (or have requested) a change in terms will be charged a 3% convenience fee. Free *check by phone* service is available by calling 1-800-883-0234. Please call BFG Accounts Receivable department at 440-834-1883 or 800-883-0234. Returned checks will be assessed a \$25.00 fee. Mail payments by check to BFG Supply Co., P.O. Box 660117, Indianapolis, IN 46266-0117.

### CREDIT APPLICATION AND TAX EXEMPT FORMS

Credit can be established by submitting a completed BFG Supply Co. credit application. Allow three to four weeks for complete processing. In addition, a tax exempt form for your state must be on file with BFG Supply Co. or taxes will be charged on all purchases. The credit application must be completed in its entirety to avoid processing delays. Failure to provide all information, including signatures where needed, will result in declining the application. A current, up-to-date, credit application must be on file and approved in order to maintain a line of credit and terms with BFG.

### DIRECT SHIPMENT DEPOSITS

Non-returnable deposits may be required for orders that ship directly from the manufacturer. See your local BFG service center or sales representative for details.

### INVOICES/STATEMENTS

Product will be invoiced on the date product is shipped from BFG or when delivery information is received from a manufacturer shipping direct. Monthly statements are also sent at the beginning of each month. Statements are reminders of invoices open. It does not grant an additional amount of time to remit payment. Please follow the terms indicated on your individual invoice. Missing invoices or problems on your account may be directed to the Burton, OH, office for copies and resolutions. All of these documents may be mailed, faxed, or e-mailed. Please contact the Accounts Receivable department with your preference at 1-800-883-0234.

### RETURNS

Any merchandise being returned must be accompanied by a Returned Merchandise Authorization (RMA) number obtained from BFG's office and an original BFG invoice. BFG drivers will not pick up merchandise to be returned without an RMA in hand. Stock items may be returned within 30 days if they are in the same condition as when delivered. A restocking charge of 20% will be assessed

on all returns unless merchandise is defective or shipped in error. BFG will not issue credit until the product is returned to the BFG service center or the customer provides BFG with a proof of delivery for any product returned direct to the supplier. Items which are special ordered, made to customer specifications, and/or nonstock items MAY NOT be returned for credit due to their special nature.

### **DELIVERIES**

BFG delivers to customers in designated delivery areas according to an established daily routing schedule. Although we do our best to run the same routes on the same days each week, unavoidable circumstances may arise which prevent us from adhering to our normal schedule. Please note that we will do our best to make sure you receive the product you need when you need it.

*BFG delivery charges vary by location. Please contact your local BFG service center for pricing.*

Some orders may be shipped via Fed-Ex/UPS/Speedee at the buyer's expense and are subject to an additional \$7.50 per order handling charge. No orders may be shipped via UPS for a C.O.D. purchase. These orders must be prepaid. BFG drivers do not accept checks or cash. All customers that do not have a credit line must pre-pay their order including the applicable delivery charge.

Deliveries outside of our designated area may not ship via BFG truck and additional freight charges may apply. Please check with the local BFG service center for complete details.

**Important:** All orders for delivery via BFG tractor-trailer must be phoned or faxed in at least 48 hours prior to your scheduled delivery day. BFG will accept "add-on" orders before 10:00 a.m. on the day prior to your scheduled delivery day, but cannot guarantee that they will fit on the trailer. It is necessary that the customer has appropriate personnel present to assist our drivers in unloading.

### **SHORTAGE/DAMAGE CLAIMS**

Concealed shortage and damage in shipment claims on items must be made within 48 hours of receipt of the merchandise. Apparent shortage and damage in shipment claims require that you note the damage or shortage on the delivery receipt and have the driver sign in agreement. Please notify BFG immediately to assist with your freight claim.

### **NOTICE TO PURCHASER**

Seller's and manufacturers' only obligations shall be to replace such quantity of product proved to be defective. Before using, users shall determine the suitability of the product for their intended use, and users assume all risk and liability whatsoever in connection therewith.

### **RECOMMENDATIONS**

All recommendations made by BFG are compiled from recognized horticultural sources. We are not responsible for damage or failure due to any recommendations given by BFG Supply Co. or its personnel.

### **WARRANTIES**

All warranties shall be the responsibility of the manufacturer and subject to terms stated in such warranties supplied to the purchaser by the manufacturer. Seller makes no other warranty of any kind, expressed or implied, including any warranty of fitness of the product for any particular purpose even if that purpose is known to the Seller. Credits are limited to the amount of the original sale. Because of varied interpretations of standards at the local level, Seller cannot warrant that the product meets the requirements of the Occupational Safety and Health Act, or of any local acts or codes that may apply. In the event of litigation through the courts arising from any purchase, the Buyer consents to and submits to the jurisdiction and venue of the courts of Geauga County, Ohio. Mail, phone, and internet orders accepted are subject to these terms and the Buyer in acceptance of the shipment agrees to these terms.

**Note:** Every effort has been made to provide current, accurate product information on all marketing informational pieces. Call your local BFG service center for updated product information or if you don't see a product or size you need. Chances are we can help you. Here are three points to keep in mind as you prepare to place your order:

1. Order early because stock availability of some items is unpredictable.
2. Prices included on promotional materials are intended as guidelines only.
3. Prices change without notice.

*Rev. July 2008*