



ACCOUNT APPLICATION

ACCOUNT #
SALES REPRESENTATIVE
APPROVED CREDIT LIMIT

OFFICE USE ONLY

COMPANY INFORMATION

COMPLETE LEGAL NAME *BFG Supply Co., LLC is a wholesale distributor and does not sell to individuals.		DBA / PARENT COMPANY (IF DIVISION OF OR OWNED BY ANOTHER COMPANY)		
BILLING ADDRESS		CITY	STATE	ZIP
SHIPPING ADDRESS		CITY	STATE	ZIP
COUNTY	BUSINESS PHONE#	BUSINESS FAX#	E-MAIL ADDRESS	
STORE HOURS		RECEIVING HOURS	RECEIVING CONTACT	
TYPE OF BUSINESS: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor - <small>Must provide a current Schedule C of tax return.</small>		STATE OF INCORPORATION	FEDERAL ID#	
BUSINESS EST. DATE	YEARS UNDER CURRENT OWNER	DO YOU OWN THIS BUSINESS PROPERTY? IF NOT, WHO DOES?		TAX EXEMPT? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, PLEASE ATTACH CERTIFICATE.

By completing the Account Application the applicant affirms and certifies that the information provided is true and correct.

TYPE OF BUSINESS: PLEASE CHECK ALL THAT APPLY		OPEN: <input type="checkbox"/> ALL YEAR <input type="checkbox"/> SEASONAL <input type="checkbox"/> OTHER (Please explain) _____	
<input type="checkbox"/> Landscaping <input type="checkbox"/> Hydroponics <input type="checkbox"/> Retail/Garden Center <input type="checkbox"/> Grower <input type="checkbox"/> Cannabis Production (Please include pdf of license and license #) _____			
Order Preferences:			
Backorders OK? <input type="checkbox"/> Yes <input type="checkbox"/> No		Substitutions OK? <input type="checkbox"/> Yes <input type="checkbox"/> No	
P.O. Required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Pricing on Pick Tickets? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Lift Gate Required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Fork Lift Available? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Loading Dock? <input type="checkbox"/> Yes <input type="checkbox"/> No		Appointment Needed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

OWNERS/OFFICERS/PARTNER INFORMATION (NOTE: Copy of Driver's License is required for Sole Proprietor Applying for Credit)

NAME #1	Title	NAME #2	Title		
SSN#	% OWNED	SSN#	% OWNED		
MOBILE	ALT. PHONE #	MOBILE	ALT. PHONE #		
ADDRESS (if different from above)		ADDRESS (if different from above)			
CITY	STATE	ZIP	CITY	STATE	ZIP

DOCUMENT PREFERENCES - please choose how you would like the following documents to be delivered to you

ACKNOWLEDGMENTS	<input type="checkbox"/> E-MAIL:	<input type="checkbox"/> FAX:	<input type="checkbox"/> U.S. MAIL:
INVOICE/CREDITS	<input type="checkbox"/> E-MAIL:	<input type="checkbox"/> FAX:	<input type="checkbox"/> U.S. MAIL:
STATEMENTS	<input type="checkbox"/> E-MAIL:	<input type="checkbox"/> FAX:	<input type="checkbox"/> U.S. MAIL:

WOULD YOU LIKE TO APPLY FOR A LINE OF CREDIT WITH BFG SUPPLY?

<input type="checkbox"/> NO - I want to prepay for my orders *Please sign terms and conditions page	<input type="checkbox"/> YES - Please complete references. Credit Limit Desired \$_____ *Please sign both the terms and conditions and declaration page
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BUSINESS CHECKING ACCOUNT REFERENCES

BANK NAME	ACCOUNT NUMBER	CONTACT PERSON	BANK PHONE NUMBER
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BUSINESS TRADE REFERENCES (include horticulture companies, if possible) - only complete if applying for credit

COMPANY NAME	ACCOUNT #	TELEPHONE #	FAX #	EMAIL

DECLARATION OF APPLICANT

Account Application. Applicant has requested credit from BFG Supply Co., LLC (referred to herein as "BFG Supply Co."). Whenever "BFG Supply Co." or "Secured Party" are used throughout this Application, such terms shall include both of the entities identified above and either of the entities identified above shall be entitled to rights, interests, and remedies set forth in this Account Application. By its execution of the Account Application the Applicant affirms and certifies that the information provided on the Credit Application is true and correct.

Release of Credit Information. The signing of this application authorizes BFG Supply Co. to perform credit investigation(s) of the Applicant. Applicant authorizes any references to release information necessary for BFG Supply Co. to make an informed credit decision. BFG Supply Co., is authorized to make all inquiries deemed necessary to determine the credit worthiness of Applicant including with any third parties with which the Applicant has or is conducting business and any additional third parties that BFG Supply Co. deems relevant. BFG Supply Co. is hereby authorized to answer questions about its credit experience with Applicant and to provide information regarding its credit experience with Applicant. If the undersigned individual is not the Applicant, but an authorized representative of Applicant, then the undersigned individual recognizes that his or her individual credit history may be a factor in the evaluation of the credit history of Applicant and hereby authorizes BFG Supply Co., to perform the necessary credit investigation and make all inquiries deemed necessary to determine the creditworthiness of the undersigned individual.

Grant of Security Interest. Grant of Security Interest. To secure payment and performance of all obligations, now existing or hereinafter arising, Applicant hereby grants Secured Party, a continuing security interest in all inventory, equipment, and goods manufactured by, supplied, or distributed by Secured Party, whenever sold, consigned, leased, rented or delivered, directly or indirectly (including via retail establishments/stores), to or for the benefit of Applicant by Secured Party, including but not limited to greenhouses and/or nursery supplies, soils, fertilizers, chemicals, and containers, polycarbonate materials, bamboo materials, and seeds, wherever located, now owned and hereafter acquired, including but not limited to all Secured Party, brand products and any replacement products, parts, accessories and supplies including repossessions and returns, all proceeds from the sale, lease or rental thereof and all existing or subsequently arising accounts and accounts receivable and supporting obligations which may from time to time hereafter come into existence during the time any obligations to Secured Party, remain outstanding (the "Collateral"). Applicant agrees to execute and deliver to Secured Party, upon request, such instruments and assurances as Secured Party deems necessary or desirable to establish, confirm and maintain perfection of Secured Party's rights and interest in the Collateral. In connection with the security interest granted by Applicant, Secured Party may file and/or record any financing statements and/or fixture filings deemed necessary by Secured Party to protect its rights and interests in the Collateral. Applicant hereby authorizes Secured Party to file all financing, continuation and amendment statements and such other documents as Secured Party deems necessary or desirable to protect its right, title and interest in the Collateral. In addition, Applicant hereby ratifies its authorization for Secured Party to have filed in any jurisdiction any financing statements or amendments thereto if filed prior to the date hereof. Applicant authorizes Secured Party to file a Uniform Commercial Code (the "UCC") Financing Statements in the filing office of any jurisdiction(s) Secured Party deems to be appropriate pursuant to the UCC. Debtor waives its right to receive a verification statement evidencing the registration of a UCC/PPSA Financing Statement or UCC/PPSA Change Statement.

Covenants of Applicant. Applicant will maintain the Collateral in original condition but for the ordinary wear and tear and will insure the Collateral against all expected risks. Applicant will not subject the Collateral to any adverse encumbrance or lien, or sale or other transfer other than as approved in writing by BFG Supply Company, LLC. Applicant will not locate the Collateral at any location other than as known to BFG Supply Co. Applicant will promptly advise BFG Supply Co. of any change of Applicant's name or business nature, location, and business openings and closings.

Account Application. The following constitute Applicant defaults: (i) non-payment in timely fashion of Applicant's indebtedness to BFG Supply Co, (ii) bankruptcy, insolvency or assignment for the benefit of creditors or (iii) misrepresentation or breach in respect of any provision of this or any agreement between BFG Supply Co. and Applicant. In the account application, BFG Supply Co. may declare all unpaid balances due and payable and/or may require Applicant to assemble the Collateral and make it available to allow BFG Supply Co. to take possession or dispose of the Collateral. Applicant further agrees to pay all reasonable attorneys' fees and all other costs and expenses incurred by BFG Supply Co., in the collection of any obligation of Applicant under this Account Agreement or related to any amounts that are or become due from Applicant to BFG Supply Co. In the account application, BFG Supply may remove Applicant's credit limit with no requirement for written notice to Applicant of the same and may conduct any credit investigation on the Applicant or any Guarantor upon an account application. The Applicant agrees that any statute of limitations related to pursuing any claims against the Applicant or any obligors on any debt incurred under this Account Application, shall be "tolled", postponed, extended, and delayed such that the same begin to run for the date of the last payment made on any indebtedness owed under the Account Application.

Miscellaneous. The information contained herein is submitted by Applicant for the purpose of obtaining credit. Applicant expressly agrees to make payment in full to BFG Supply Co. for any purchases made from BFG Supply Co. in accordance with the terms of all invoice(s) issued by BFG Supply Co. Should Applicant default in any such payment, Applicant expressly agrees to pay a late charge on any amounts in default of 2% per month (annual rate 24%), and, all amounts owed to BFG Supply Co. by Applicant may, at the option of BFG Supply Co., become immediately due and payable. The terms and conditions of sale are subject to and will be construed in accordance the terms and conditions of sale in effect for BFG Supply Co. and with the laws of the State of Ohio. The latest version of Terms and Conditions is listed at www.bfgsupply.com. The parties hereto hereby agree that any such litigation between them may be filed, tried and litigated in a federal or state court located in the State of Ohio or the State of Indiana. In connection with the foregoing, the parties hereto irrevocably consent to the jurisdiction and venue of such courts and expressly waive any claims or defenses of lack of jurisdiction of or proper venue by such court. This Agreement and any purchase orders between the parties constitute the entire agreement of the parties hereto with respect to the subject matter hereof and shall be deemed to supersede all prior and contemporaneous agreements, representations, and understandings, whether written or oral.

Severability. This Agreement is intended to be in compliance with all laws and regulations. In the event that any one or more of the provisions or terms contained in this Agreement should be adjudged to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions and terms contained in this Agreement shall not in any way be affected or impaired thereby, and shall be otherwise valid, legal and enforceable.

Unincorporated entity: _____			
(Name as appears on driver's license)	Signature	Printed Name	Date

IF ON BEHALF of an INCORPORATED entity: _____
 (By an authorized signer or owner of company) Signature Printed Name Title Date

GUARANTY

In consideration of credit being extended by BFG Supply Co. to the Applicant identified above, whether Applicant be a proprietorship, a partnership, a corporation, or other entity, the undersigned guarantor or guarantors (collectively, the "Guarantors") each hereby (jointly and severally if more than one) unconditionally guarantee to BFG Supply Co. the faithful payment, when due, of all obligations of the Applicant to BFG Supply Co. together with all fees and expenses incurred in a suit to enforce this Guaranty. The Guarantors each hereby expressly waive (i) all notice of acceptance of this guaranty, (ii) all notice of extensions of credit to Applicant, (iii) presentment and demand for payment, (iv) protest and notice to the Guarantors of dishonor or default by Applicant, and (v) all other notices to the Guarantors and all defenses given to sureties or guarantors at law or in equity other than payment. By signing below, the Guarantors authorize BFG Supply Co. to make all inquiries deemed necessary to determine the creditworthiness of the Guarantors. BFG Supply Co., is authorized to answer questions about its credit experience with the Guarantors and to provide information regarding its credit experience with the Guarantors. The Guarantors acknowledge that execution of this guaranty is a material part of the consideration upon which BFG Supply Co., is relying on to extend credit to the Applicant, that this guaranty is executed as an inducement to BFG Supply Co. to consummate such extension of credit, and that this Guaranty is in the Guarantors' interest and to the Guarantors' direct or indirect benefit.

IN HIS/HER INDIVIDUAL CAPACITY: _____ (Seal)

Signature	Printed Name	Date
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IN HIS/HER INDIVIDUAL CAPACITY: _____ (Seal)

Signature	Printed Name	Date
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Please mail, email or fax completed application and tax exempt certificate (if applicable) to:

BFG Supply Co., LLC
4660 East Paris Ave. SE
Grand Rapids, MI 49512

Email: credit@bfgsupply.com
Fax: 800-579-0465 PHONE: (800) 883-0234 Ext. 4997

Terms and Conditions of Sale

BFG Supply Co., LLC referred to as BFG

RELATIONSHIP TO ACCOUNT APPLICATION

These Terms and Conditions together with the Account Application and any fully executed Agreements between the parties contain the entire understanding between the parties as to all matters referred to herein. No other representations, covenants, undertakings or prior or contemporaneous agreements, whether oral or written, regarding any matters that are not specifically contained and incorporated in this Agreement, shall be deemed to have any effect or binding impact upon the parties. The language of this Agreement shall be construed according to its fair meaning and in accordance with its purpose and without regard to whom may have drafted any particular provision herein. For purposes of these Terms and Conditions "Customer" shall mean the legal entity that is a part to any BFG Supply Co. Account Application, or any Order placed with BFG Supply Co. and "Guarantor" shall mean any individual that executes the BFG Supply Co. Account Application as a guarantor.

ACCOUNT APPLICATION

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 outlined on your invoice via cash or check and payments via credit card are not eligible for discounts. Buyer is responsible for mail time and discounts are only available if BFG actually receives eligible payments during the time frame set forth in these Terms and Conditions. Post marks will not be considered. A finance charge of 2% per month (24% annually) will be assessed on invoices not paid within invoice term date. Payments received towards balance will first be applied to finance charges unless otherwise stated in writing by BFG. BFG reserves the right to assess the maximum amount of finance charges permitted by applicable law. BFG has the absolute discretion to place an account on C.O.D. status until past due balances, including finance charges, are satisfied in full and BFG has determined that Buyer is eligible for the reestablishment of a credit line in BFG's sole discretion. Any failure of the Buyer to satisfy any of its obligations under a Account Application with BFG, including but not limited to the failure to satisfy amounts due within payment terms shall comprise an event of default. In the event of default, if BFG must employ a collection agency or attorney to collect any past due account, Buyer shall be responsible for the satisfaction of all amounts incurred in collection of any past due account including collection costs and attorney fees.

PAYMENTS

BFG's preferred method of payment is ACH or check but accepts alternative methods of payment including Visa, MasterCard, Discover, and American Express subject to the terms outlined below. Credit card payments are accepted for transactions up to \$10,000, with prior approval required for amounts exceeding this limit. Visit <https://www.bfgsupply.com/easypay> to make your online ACH payment or mail your check BFG Supply Co., LLC, PO Box 88120, Carol Stream, IL 60188-8120. Any returned checks will be subject to a \$35 NSF fee. Contact credit@bfgsupply.com to receive additional ACH or Wire payment options. To offset processing costs, BFG will apply a convenience fee up to 2.75% for alternative methods of payment.

ACCOUNT APPLICATION AND TAX EXEMPT FORMS

Account can be established by submitting a completed BFG Supply Co. Account Application. Allow three to four weeks for complete processing. In addition, a tax-exempt form for your state must be on file with BFG or taxes will be charged on all purchases. The Account Application must be completed in its entirety to avoid processing delays. Failure to provide all information will result in adverse action with respect to Buyer's application for credit, including declining the application.

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. BFG will make good faith efforts to transmit monthly Account Statements at the beginning of each calendar month. Account Statements are reminders of open invoices, however, Account Statements do not grant an additional amount of time to remit payment. Please follow the terms indicated on your individual invoice. Copies of invoices can be located at www.bfgsupply.com or contact BFG at 800- 883-0234. All these documents may be mailed, faxed, or e-mailed. Please contact BFG Supply Co., LLC or visit www.bfgsupply.com with your choice preference.

RETURNS

Our merchandise is sold on an outright sale basis and is not subject to return unless misshipped, damaged or defective. Any shipments refused for reasons other than freight damage will be subject to freight charges both ways as well as a restocking charge. If merchandise is mis-shipped, please contact our office for return authorization. We will arrange return transport and credit. All return merchandise authorization (RMAs) totaling less than \$500 will be returned at the discretion of BFG, unless related to product restrictions or special order items (e.g., pallet alley displays, potatoes/onions). No product will be picked up if the request is more than 30 days past the delivery date.

DAMAGE/SHORTAGE/DEFECTIVE ITEMS CLAIMS

Damage in shipment claims on items shipped via Fed-Ex/UPS/etc., must be made within one (1) business day (24 hours) of receipt of the merchandise. All claims for shortages and defective items must be reported to us within one (1) business day (24 hours) of delivery. All claims regarding billing errors, (pricing, terms, etc.) must be reported to BFG or our representative within 30 days of delivery. Immediately upon receipt of truck shipments, examine the shipment carefully before signing the freight bill. If damage or shortage is evident, do not accept shipment without notation on the freight bill by the driver. Failure to do so may prevent you from filing a claim with the carrier. If you need assistance regarding damage claims, please contact your nearest BFG service location. A photograph of damaged product needs to be included with any damage claim.

Merchandise found to be defective will be picked up (or field destroyed if you are advised to do so) and full credit will be issued provided the merchandise does not look like it has been abused or misused and is in accordance with the manufacturer's warranty policy. BFG is not liable for damages, injuries or loss of revenue as a result of a manufacturer's defective item. No defective credits will be issued for invoices older than 365 days (one calendar year). No shortage credits will be issued for invoices older than 90 days.

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. Or ask your Sales Representative or Customer Service Rep for current delivery charges. Backorders may be subject to delivery charge.

Delivery via BFG vehicles or trucks is subject to the equipment available at the BFG Service Center and the ease of access to the destination. Please contact your delivering service center for details. Some orders may be shipped via Fed-Ex/UPS/ Etc. at the buyer's expense and are subject to an additional order handling charge. Deliveries outside of our designated area may not ship via BFG and additional freight charges may apply. Please check with the local BFG location for complete details. Please note: all flower and vegetable seed for plant growers are shipped from our Harrisonburg Facility. No orders may be shipped via UPS for a C.O.D. purchase. These orders must be prepaid. Advanced payment arrangements must be made with your local BFG Service Center for all BFG truck deliveries. BFG drivers do not carry cash. 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 business 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.

DROP SHIPMENT

In some instances, you may request and BFG may agree to ship certain products on your behalf directly to your customers. In exchange for BFG agreeing to ship certain products on your behalf directly to your customers and in addition to any fees charged for such service, you agree that you are solely responsible for determining that such customers (a) are properly licensed to carry out their business within the jurisdiction in which they operate, and (b) that any sales to such customers comply with and do not violate any applicable laws or regulations. By providing BFG with the information necessary to make a drop shipment to any such customer, you represent and warrant that you have made the determination referenced in the preceding sentence. Further, you agree to indemnify, defend, and hold harmless BFG against any fines, assessments or claims that arise from BFG drop shipment of products to any such customer.

WILL CALLS

Customers who wish to pick up merchandise from our warehouses are most welcome to do so. However, merchandise is not available in all locations; please call to verify if item is stocked. To help expedite your order, please call your order in ahead. Orders for pick up in the morning should be called into the office by 5:00 p.m. the day before. You may pick up items between 8:00 am-4:30 pm.

RECOMMENDATIONS

All recommendations made by BFG are compiled from recognized horticultural sources or BFG's knowledge of recognized industries. BFG makes no warranties regarding any recommendation made and BFG is not responsible for any alleged losses of Buyer due to any recommendations given by BFG Supply Co. or its personnel.

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SPECIAL ORDERS

Special orders between a purchaser and BFG will be accepted only with the following conditions. In the event that a customer orders non-stock goods, such goods must be accepted by the customer with a tolerance of +/- 10% (with respect to the quantity of the order) and a delivery window within +/- 5 business days. Any modification to these terms must be approved by both customer and BFG in writing. Email confirmation by both parties is acceptable for approvals. Cancellation of orders will not be allowed under any circumstance for special order products. Returns of special order products will not be authorized except for in the case of damaged goods, incorrect products, or overages exceeding 10%. If a special order is shipping direct from the designated vendor to the customer, the customer will not refuse the delivery unless there are damaged goods, incorrect products, tampering of the load, delivery is attempted later than the 5 business day grace period, or there are material errors in the paperwork. Refusing to accept a delivery under any other circumstances will result in the customer being solely responsible for any charges from the vendor including freight return and re-stocking fees.

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.

WARRANTIES

BFG makes no warranty of any kind, whether that be expressed or implied. Except as expressly provided in these Terms and Conditions, all implied warranties or conditions (whether statutory or otherwise) are excluded to the fullest extent permitted by Law. BFG makes no warranty respecting the merchantability of the products or their suitability or fitness for any particular purpose, non-infringement of third-party rights nor does BFG make any warranties against latent defects. BFG makes no warranties, express or implied, including, but not limited to, merchantability, fitness for a particular purpose, or non-infringement, except as expressly stated in these Terms and Conditions or as required by law. BFG shall not be liable for any indirect, incidental, consequential, or punitive damages, including, but not limited to, loss of profits, business interruption, or damage to reputation. The Buyer's sole and exclusive remedy for defective goods shall be limited to repair, replacement, or refund, at BFG's sole discretion.

Some product(s) sold by BFG may be accompanied by manufacturer warranties from the party that provided BFG with the product(s). All such warranties shall be the responsibility of the manufacturer of the product(s) purchased from BFG, if any warranties exist.

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 Marion County, Indiana. Mail, phone, and internet orders accepted are subject to these terms and the Buyer in acceptance of the shipment agrees to these terms.

BFG Supply warrants to the extent of the purchase price that seeds or bulbs sold are as described on the container. Subject to the limitation of liability set forth in the preceding sentence, BFG provides a limited warranty that at the time of delivery, seeds or bulbs sold by BFG are as described on the container, within recognized tolerances. As set forth above, BFG gives no other or further warranty, expressed or implied. Note: Every effort has been made to provide current, accurate product information.

By its execution of the terms and conditions the applicant affirms and certifies that the information provided on the account application is true and correct. By its execution the applicant acknowledges they have read, understand and agree to be bound by these Terms and Conditions and that they will comply with all of the requirements set forth in these Terms and Conditions.

Unincorporated entity:

(Name as appears on driver's license) _____ Signature _____ Printed Name _____ Date _____

IF ON BEHALF of an INCORPORATED entity:

(By an authorized signer or owner of company) _____ Signature _____ Printed Name _____ Title _____ Date _____

Product guides/catalogs are intended to represent the many products offered by BFG Supply Co. Call your servicing BFG warehouse 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 in any BFG product guides are intended as instructive guidelines only.
3. Prices may change without notice.

FORCE MAJEURE

BFG is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond BFG's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of products, acts or omissions of other parties, acts or omissions of civil or military authority, government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or products through its regular sources, which shall be considered as an event of force majeure excusing BFG from performance and barring remedies for non-performance. In an event of force majeure condition, the BFG's time for performance shall be extended for a period equal to the time lost because of the force majeure condition without subjecting BFG to any liability or penalty. BFG may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Buyer.

PROVISION OF AND RELIANCE UPON ACCURATE FINANCIAL INFORMATION

BFG makes all decisions related to the extension of credit to the Customer based upon the disclosures made by the Customer in the BFG Supply Co. Account Application. All parties executing these Terms and Conditions and the Account Application represent and warrant that the information provided to BFG Supply Co. are true and accurate in all respects. BFG Supply Co. is a wholesale distributor and does not as a part of its general practice sell to individuals. All parties executing these Terms and Conditions and the Account Application further represent and warrant that the Customer is a legal entity validly existing and authorized to do business in the State of its formation at the time of the execution of the BFG Supply Co. Account Application and that any changes in the status of the Customer as a legal entity will be disclosed to BFG Supply Co. within ten (10) business days of the occurrence of any changes in the status of the Customer. If Customer is a limited liability company, corporation, or a partnership, Customer must provide BFG Supply Co. with its Tax Identification Number contemporaneous with the execution of these Terms and Conditions. If Customer is a sole proprietorship, Customer shall provide BFG Supply Co. with Schedule C to its tax return.

These Terms and Conditions may be found at www.bfgsupply.com. These Terms and Conditions of Sale are subject to revision and change by BFG Supply Co. without notice, however, the then current Terms and Conditions maintained at www.bfgsupply.com shall be applicable to an given order at the time it is made and shall control.

Customer and, if applicable, all Guarantors hereby execute and agree to these Terms and Conditions and agree to be fully bound by the same.

