

SodmastersGA™ Terms and Conditions for the Sale

(being a part of the Sale Confirmation/Invoice)

1. Delivery of Goods: Title and risk of loss to the Goods passes to you upon delivery of the Goods to the freight carrier at our shipping location.
2. Inspection of Goods. You shall inspect the Goods upon receipt, and they shall be deemed to be acceptable unless you give us Written Notice (a “**Nonconforming Goods Notice**”) specifying and describing any Goods that differ in any material respect from the Goods specified in this Sale Confirmation/Invoice (“**Nonconforming Goods**”) within twenty-four (24) hours after delivery of the Goods, and you furnish us with good and credible evidence and such other documentation as we may reasonably request substantiating that the Goods delivered are Nonconforming Goods. If you give us a timely Nonconforming Goods Notice and provide the required evidence and/or documentation, we will replace such Nonconforming Goods with conforming Goods or credit or refund the amount due for such Nonconforming Goods. Notwithstanding the foregoing, we shall have no obligations or liabilities under this Section 2 or any of the Agreements if: (a) you make any use of any Nonconforming Goods after giving a Nonconforming Goods Notice; (b) the Goods became Nonconforming Goods after delivery thereof because of any damage, act or omission caused by you or any third party; (c) the Goods became Nonconforming Goods because you failed to follow our oral or written instructions as to the storage, installation, use or maintenance of the delivered Goods; or (d) you otherwise alter such Goods delivered without our prior written consent. You acknowledge and agree that the remedies set forth in this Section 2 are your sole and exclusive remedies for the delivery of Nonconforming Goods.
3. Installation of Sod. Notwithstanding anything set forth in any of the Agreements, we shall have no obligation or liability to you, including, without limitation, any obligation to replace any sod which is delivered to you if such sod is not properly installed in accordance with our oral and/or written instructions within twenty-four (24) hours after delivery of such sod to you.
4. Dormant Sod Policy: If the sod you purchased is in a dormant state when delivered and if any portion of that sod fails come out of dormancy during the spring or early summer immediately following the Delivery Date (“**Brown Sod**”), then upon notice, we will inspect the Brown Sod. If we determine that the Brown Sod failed to come out of dormancy because it was dead sod when delivered due to circumstances which occurred prior to delivery (“**Dead Sod**”), then we will replace the Dead Sod with live sod of the same type without charge to you; provided; however that we shall have no obligation to replace any sod which has failed to come out of dormancy as aforesaid because the temperature of the soil has not reached at least 70°, because it was located in an area which is not conducive to the growth of with the type of sod delivered to you (such areas with too little or too much sunlight or moisture), or because of damage, act or omission caused by you or any third party or because you failed to follow our oral and/or written instructions as to the installation, use or maintenance of the type of sod delivered to you (such as watering, fertilizing, applying insecticides and mowing).
5. Limitation of Liability. We shall not be liable or responsible to you or any other party, nor be deemed to have defaulted or be in breach of any of the Agreements, for any failure or delay in fulfilling or performing any term or obligation set forth in any of the Agreements when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control.

NOTWITHSTANDING ANYTHING SET FORTH IN ANY OF THE AGREEMENTS, IN NO EVENT: (A) SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH BY US OF ANY OF THE AGREEMENTS, WHETHER OR NOT YOU HAVE DISCLOSED IN ADVANCE THE POSSIBILITY OF SUCH DAMAGES OR THAT SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN BY YOU OR US, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED; AND (B) SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY OF THE AGREEMENTS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE

TOTAL AMOUNT PAID TO US FOR THE GOODS SOLD UNDER THIS PURCHASE ORDER/INVOICE.

6. Written Notice. Any "**Written Notice**" required or permitted to be given under any of the Agreements must be in writing and properly addressed to the applicable party at its address herefore set forth in this Sale Confirmation/Invoice and shall be given in the one of the following manners: (a) by personal delivery, in which case the effective date shall be the date of receipt by the receiving party; (b) by deposited such Written Notice with a nationally recognized overnight delivery courier in time for next business day delivery (delivery charges pre-paid), in which case the effective date shall be the date of delivery or attempted delivery by such courier; or (c) by certified or registered mail, return receipt requested, postage prepaid, in which case the effective date shall be the third day after postmark of such mail by the US Postal Service. Copies of all Written Notices shall be sent if to you, to the e-mail address heretofore set forth and if to us, to the e-mail address bradburyfarms@sodmastersga.com; provided, however, the failure of the receiving party to receive a copy of such Written Notice by e-mail shall not affect the validity of such Written Notice given in the required manner specified above. Either party may change its address, fax number and/or e-mail address by giving Written Notice to the other party.

7. Entire Agreement. You and we acknowledge and agree that no promises, representations or agreements between us, or anyone acting for us or associated with or employed by us, which shall be binding upon either party other than as set forth in the Agreements. The provisions of the Agreements that by their nature should be applicable after delivery of the Goods to you, including, without limitation, Sections 2, 3, 4, and 5 above and 8 below, shall survive and remain in force after delivery of the Goods to you. The Agreements constitute the entire agreement between the parties concerning the subject matter thereof and supersede any prior discussions, agreements or understandings concerning such subject matter; and in each case shall inure to the benefit of and be binding on each party and their respective heirs, successors, successors in interest and assigns. As used herein, the term "**Agreements**" means collectively, the Sale Confirmation/Invoice, these Terms and Conditions and any other documents and agreements between you and us concerning or relating to the Goods.

8. Miscellaneous. You shall pay all costs and expenses we incur in collecting any amounts due from you under the Agreements, including, without limitation, attorneys' fees, court costs and other costs and expenses of litigation. Any legal suit, action or proceeding arising out of or relating to any Agreement shall be instituted in the federal courts of the United States of America sitting in the Middle District of Georgia or the courts of the State of Georgia located in Laurens County, and each you and we irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The Agreements are and shall be governed by and construed in accordance with the laws of the State of Georgia. No waiver of any of any agreement or obligation in any of the Agreements shall be effective unless explicitly set forth in a written document and signed by an authorized representative of the waiving party. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising under any provision of the Agreements operates, or may be construed, as a waiver thereof, and no single or partial exercise of any right, remedy, power or privilege under any provision of the Agreements precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege under the Agreements or available under applicable law. The Agreements shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, legal representatives and assigns. Time is of the essence of the Agreements.

[End of Terms and Conditions]

SodmastersGA™ Commercial Customer Account Application Form

THE FOLLOWING INFORMATION MUST BE COMPLETED IN FULL.

The undersigned Person/Business/Firm ("Customer") hereby submits this completed Commercial Customer Account Application Form (the "Application") to Bradbury Farms, a Georgia general partnership doing business as SodmastersGA™ ("SodmastersGA") whose address is 2396 Georgia Highway 26, Montrose, GA 31065, to induce SodmastersGA™ to extend credit to Customer in connection with the sale of sod, turf and other goods to Customer.

Person/Business/Firm Name: _____ ("Customer")
Credit Amount Applied: For \$ _____
Address: _____ City: _____
State: _____ Zip: _____
Telephone: _____ Fax: _____ Email: _____ In Business Since: _____
Fed. Tax I.D.# _____ Tax Exempt #: _____ Exp. Date: _____
(circle one) Individual Corporation Partnership Limited Liability Company Other: _____ (please specify)

1. Name of Authorized Representative: _____ Title: _____ SSN: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Email: _____
2. Name of Authorized Representative: _____ Title: _____ SSN: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Email: _____

Bank References

1. Bank Name: _____ Contact: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Account #: _____
2. Bank Name: _____ Contact: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Account #: _____

Credit/Commercial References in the Industry (which are open accounts with credit terms)

1. Name: _____ Contact: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Account #: _____
2. Name: _____ Contact: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Account #: _____
3. Name: _____ Contact: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Account #: _____

By completion, execution and delivery of this Application to SodmastersGA, Customer hereby irrevocably authorizes SodmastersGA and its agents to contact from time to time Customer's Banks and references set forth above to discuss, investigate and verify the information set forth in this Application and any other data or information furnished by Customer and/or by any other person regarding Customer's credit, financial condition and/or ability to pay its debts as they mature, to request and obtain from time to time credit reports and information concerning Customer from third party credit companies such as Equifax®, TransUnion®, Experian®, Innovis® and Dun & Bradstreet®, to otherwise investigate from time to time the creditworthiness and/or financial condition of Customer and to provide Banks and/or third party credit companies a copy of this completed Application for the foregoing purposes. Customer acknowledges that SodmastersGA reports non-payment and other credit information concerning Customer to third party credit companies such as those listed above. Customer further acknowledges and agrees that SodmastersGA's obligation to sell sod and other goods to Customer is conditioned upon SodmastersGA's: (a) acceptance and approval of Customer's completed and executed Application and Customer's creditworthiness; (b) the guaranty of Customer's obligations and liabilities to SodmastersGA by the person(s) named as Guarantor(s) as set forth on the Guarantor Information Form provided to Customer; and (c) SodmastersGA's approval of the completed and executed Guarantor Information Form and the creditworthiness of Guarantor. Customer acknowledges and agrees that if this completed and executed Application and the completed and executed Guarantor Information Form are approved by SodmastersGA, the terms and conditions upon which SodmastersGA is willing to sell sod and other goods to Customer are set forth on the introductory letter to Customer, the Sale Confirmation/invoice and the Terms and Conditions of Sale (collectively the "Agreements") provided to Customer with this Application, as such Agreements are changed and/or supplemented from time to time. By Customer's completion and execution of this Application, Customer: (i) acknowledges that Customer has read, understands and agrees to said Agreements which are by this reference incorporated into and made a part of this Application; and (ii) hereby warrants and certifies that the information set forth in this Application is correct and complete as of the date set forth below and is provided for the purpose of inducing SodmastersGA to extend credit to Customer.

In Witness Whereof, the undersigned Customer has executed this Application on the date set forth beside its execution below.

Customer: Person/Business/Firm Name: _____, a _____ (state of organization), _____

(type of organization)

Signed By: _____ Title: _____ Date Signed: _____

Print Name: _____

SodmastersGA™ Commercial Customer Account Guaranty

1. The Guaranty. For and in consideration of the extension of credit by Bradbury Farms, a Georgia general partnership doing business as SodmastersGA™ ("SodmastersGA") to _____ (the "**Customer**") and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, the undersigned Guarantor hereby absolutely and unconditionally guarantees the following (collectively, the "**Obligations**"): (A) the full and prompt payment as and when due from time to time of all amounts due from Customer to SodmastersGA (including, without limitation, any interest due SodmastersGA on amounts due from Customer and any costs of collection of any amounts due from Customer, including attorneys' fees and court costs); and (B) the prompt performance as and when due from time to time of all obligations of Customer to SodmastersGA in accordance with the Terms and Conditions of Sale, as the same may be changed and/or supplemented from time to time (the "**Terms**").

2. Guarantor Acknowledgments and Agreements. Guarantor acknowledges and agrees that: (a) but for Guarantor's execution and delivery of this Guaranty, SodmastersGA would not approve Customer's Application, extend credit to Customer or otherwise sell sod and other goods to Customer on any basis other than for cash paid by Customer at the time Customer submits to SodmastersGA an order for purchase of such sod and/or other goods; (b) the extension of credit by SodmastersGA to Customer directly benefits and is in the best interests of Guarantor, which is good and sufficient consideration for Guarantor's agreements set forth in this Guaranty; (c) this Guaranty is and shall be absolute, unlimited, continuing and irrevocable unless and until the effective date SodmastersGA receives notice of revocation of this Guaranty; (d) the revocation of this Guaranty shall not be applicable (i) to any extensions of credit by SodmastersGA to Customer made prior to the effective date of the notice of such revocation, (ii) to any of Guarantor's Obligations hereunder to pay any amounts due SodmastersGA which are due and payable by Customer prior to the effective date of the notice of such revocation, and (iii) to any of Guarantor's obligations hereunder to perform any Obligations to SodmastersGA which are Obligations of Customer prior to the effective date of the notice of such revocation; (e) this Guaranty is a guaranty of payment and not of collection and the liability of Guarantor under this Guaranty shall be immediate and primary and shall not be contingent upon the exercise or enforcement by SodmastersGA of any rights or remedies it has or may at any time have against Customer or any other person or the enforcement of any lien or security interest or realization upon any collateral that SodmastersGA has or may at any time have for any of Customer's liabilities or obligations to SodmastersGA; (f) the Terms in effect at the time of the sale of any sod or other goods to Customer are applicable to Guarantor's Obligations guaranteed by this Guaranty; (g) SodmastersGA, with or without consideration, and without notice to or the consent of Guarantor, may at any time and from time to time release any guarantor of any of the liabilities and/or obligations of Customer to SodmastersGA and/or release any lien or security interest in favor of SodmastersGA on or in any collateral securing any of the any of the liabilities and/or obligations of Customer to SodmastersGA and any such release shall not in any way affect the Obligations of Guarantor hereunder; (h) no delay or failure on the part of SodmastersGA in the exercise of any right or remedy or the failure of SodmastersGA to notify Guarantor of any nonpayment of any amount due SodmastersGA by Customer or any nonperformance of any obligation of Customer to SodmastersGA, shall operate as a waiver thereof; and (i) no single or partial exercise by SodmastersGA of any right or remedy hereunder shall preclude other or future exercise thereof or exercise of any other right or remedy.

3. Guarantor's Waivers. Guarantor hereby knowing, absolutely and unconditionally waives and renounces: (a) notice of any changes and/or supplements in the Terms from time to time; (b) any defense base on OCGA §10-7-21 relating to any novation or alleged novation, of any obligations of Customer to SodmastersGA; (b) its right to require SodmastersGA to first take action against Customer or any other guarantor or obligor of any of the Obligations prior to taking action against Guarantor, as provided under OCGA §10-7-24; (c) for so long as any amounts are due from Customer to SodmastersGA or for so long as Customer has any other liabilities to or any obligations due SodmastersGA, all present and future claims, rights and remedies against Customer or any other guarantor or other obligor of any of the Obligations arising out of Guarantor's creation or performance of this Guaranty including, without limitation, the right of contribution, reimbursement, indemnification, subrogation, exoneration and any right to participate in any claim or remedy Guarantor may have against Customer, any collateral for Customer's liabilities or obligations to SodmastersGA or any other party obligated for Customer's debts, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, (d) any defense of usury; and (e) any other legal or equitable defenses whatsoever to which Guarantor might otherwise be entitled.

4. Notices. Any notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed as follows: (a) if to Guarantor to its address and/or facsimile number set forth below; and (b) if to SodmastersGA to 2396 Georgia Highway 26, Montrose, GA 31065 and/or facsimile number (770) 825-9118, e-mail address: stydings@sodmasters.com. All Notices shall be: (i) given by personal delivery, in which case, the effective date of such Notice shall be the date of receipt by the receiving party; (ii) deposited with a nationally recognized overnight courier for next business day delivery (with all delivery fees pre-paid), in which case the effective date of such Notice shall be the date of delivery or attempted delivery by such courier; (iii) by facsimile (with confirmation of transmission) to the number of the receiving party designated in this Guaranty, in which case the effective date of such Notice shall be the date set forth on the confirmation of transmission; or (d) by certified or registered mail, return receipt requested, postage prepaid, in which case, the effective date of such Notice shall be the third day after postmark of such mail by the US Postal Service. Copies of all Notices shall be sent to the receiving party by electronic mail to the address of the receiving party set forth in this Guaranty, but the failure of the receiving party to receive copy of such Notice shall not affect the validity of such Notice given by other means as provided herein. Any party may change its address, facsimile number and/or electronic mail address by giving Notice to the other party.

5. Miscellaneous. The obligations of Guarantor hereunder are independent of the obligations of Customer to SodmastersGA and separate action or actions may be brought and prosecuted against Guarantor whether or not any action is brought against Customer or any other guarantor or obligor of any of the Obligations be joined in such action or actions. If any amount due under this Guaranty is collected by or through an attorney at law, Guarantor will reimburse SodmastersGA for all costs of collection, including, without limitation, court costs and attorneys fees in a sum equal to fifteen percent (15%) of the outstanding principal and any interest due SodmastersGA. If any provision of this Guaranty or the application thereof in any circumstance is held invalid or unenforceable, the validity and enforceability or application of the other provisions of this Guaranty shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted under applicable law. This Guaranty has been made and delivered in the State of Georgia and shall be governed by, and construed in accordance with, the laws of the State of Georgia. Guarantor hereby submits to in personam jurisdiction of the state courts of Laurens County, Georgia and any other court in the State of Georgia selected by SodmastersGA for enforcement of this Guaranty and hereby waives any and all claims of rights under the laws of the State of Georgia, of any other state, of any county and of the United States to object to jurisdiction within the state courts of Laurens County, Georgia or of State of Georgia for the purpose of litigation to enforce this Guaranty. Guarantor acknowledges, agrees and confirms that each acknowledgment waiver and agreement by and of Guarantor set for thin this Guaranty is a material inducement to SodmastersGA willingness to accept this Guaranty as consideration for the extension of credit and sale of sod and other goods to Customer. Time is of the essence of this Guaranty. This Guaranty shall inure to the benefit of, and may be enforced by, SodmastersGA and its legal representatives, successors and assigns and shall be binding upon and enforceable against Guarantor and its heirs, legal representatives, successors and assigns; provided that no assignment of all or any part of Guarantor's liabilities or obligations hereunder shall relieve Guarantor from any liability or obligation hereunder.

This Guaranty contains the entire agreement between Guarantor and SodmastersGA.

In Witness Whereof, the undersigned Guarantor has executed this Guaranty on this ____ day of _____, 20__.

Guarantor:

Business/Firm Name: _____, a _____	(state of organization and type of organization)
Signed By: _____	Date Signed: _____
Print Name: _____	Facsimile Number: _____
E-Mail Address: _____	

SodmastersGA™ Commercial Customer Account Guarantor Information Form

THE FOLLOWING INFORMATION MUST BE COMPLETED IN FULL

The undersigned person ("**Guarantor**") hereby submits this completed Guarantor Information Form (the "**Form**") to Bradbury Farms, a Georgia general partnership doing business as SodmastersGA™ ("**SodmastersGA**") whose address is 2396 Georgia Highway 26, Montrose, GA 31065, to induce SodmastersGA to extend credit to:

Business/Firm Name: _____ ("**Customer**")

Guarantor Name: _____ ("**Guarantor**") SSN or Tax I.D.# _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Email: _____
Relationship to Customer: _____

1. Name of Authorized Representative (if any): _____ Title: _____ SSN: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Email: _____

Bank References

1. Bank Name: _____ Contact: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Account #: _____
2. Bank Name: _____ Contact: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Account #: _____

Personal Credit References

1. Name: _____ Contact: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Account #: _____
2. Name: _____ Contact: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Account #: _____
3. Name: _____ Contact: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Account #: _____

By completion, execution and delivery of this Form to SodmastersGA, Guarantor hereby irrevocably authorizes SodmastersGA and its agents to contact from time to time Guarantor's Banks and references set forth above to discuss, investigate and verify the information and representations set forth in this Form and any other data or information furnished by Guarantor and/or by any other person regarding Guarantor's credit, financial condition and/or ability to pay its debts as they mature, to request and obtain from time to time credit reports concerning Guarantor from third party credit companies such as Equifax®, TransUnion®, Experian®, Innovis® and Dun & Bradstreet®, to otherwise investigate from time to time the creditworthiness and/or financial condition of Guarantor and to provide Banks, third party credit companies a copy of this completed Form for the foregoing purposes. Guarantor acknowledges that SodmastersGA reports non-payment and other credit information concerning Guarantor to third party credit companies such as those listed above. Guarantor further acknowledges and agrees that SodmastersGA's obligation to sell sod and other goods to Customer is conditioned upon: (a) SodmastersGA's acceptance and approval of Customer's completed and executed Application and Customer's creditworthiness; (b) SodmastersGA's approval of the completed and executed Form and the creditworthiness of Guarantor; and (c) the guaranty of Customer's obligations and liabilities to SodmastersGA by Guarantor. Guarantor acknowledges and agrees that if the completed and executed Application and the completed and executed Guarantor Information Form are approved by SodmastersGA, the terms and conditions upon which SodmastersGA is willing to sell sod and other goods to Customer are set forth on the "Terms and Conditions of Sale" (the "**Terms**") provided to Customer with the Application, as such Terms may be changed and/or supplemented from time to time. By Guarantor's completion and execution of this Form, Guarantor: (i) acknowledges that each that Guarantor has read, understands and agrees to said Terms which are by this reference incorporated into and made a part of this Form and waives notice of any change or supplement to said Terms; and (ii) hereby warrants and certifies that the information set forth in this Form is true, correct and complete as of the date this Form is signed by Guarantor and that they are made for the purpose of inducing SodmastersGA to extend credit to Customer.

In Witness Whereof, the undersigned Guarantor has executed this Form on the date set forth beside its execution below.

Guarantor:

Guarantor::

Business/Firm Name: _____, a _____ (state of organization and type of organization)

Signed By: _____ Title: _____ Date Signed: _____

Print Name: _____