

1. **Price.** The quoted price is for the listed equipment and services specified in this order, proposal or invoice. TrueLeaf Technologies is not responsible for any site preparation, permits, installation, or other similar costs. Any equipment or services not specifically itemized on the Order Acknowledgment/Confirmation are not the responsibility of TrueLeaf Technologies. We will proceed with your order according to the terms of the Order Acknowledgment/Confirmation unless we here back from you that changes are required. Notwithstanding the above, TrueLeaf Technologies reserves the right to revoke this offer at any time prior to receiving written acceptance of this proposal or invoice.
2. **Payment Terms.** Subject to the specific terms of this order to which these terms and conditions are attached, payment in full is due and payable at the time of the terms shown on the Order Acknowledgment/Confirmation. A service charge of 1.5% per month (18% annual) will be applied to all outstanding balances after 10 days from this date.
3. **Changes.** The terms and conditions of this order, proposal or invoice constitute the entire agreement between the parties. No term or condition in this order, proposal or invoice may be added to, modified, superseded or altered unless the change is agreed to in writing by TrueLeaf Technologies. All shipments shall be deemed to have been made pursuant to the terms of this order, proposal or invoice and any terms and conditions which may be contained in a purchase order or other form used by buyer to accept this order, proposal or invoice shall be of no force or effect.
4. **Cancellation.** After acceptance of this order, proposal or invoice, buyer may only cancel this agreement by providing written notice of cancellation prior to the time the equipment is shipped. In the event of a cancellation, buyer shall remain responsible for and agrees to pay to TrueLeaf Technologies all amounts incurred for labor, material, engineering, administration, and overhead costs (including any cancellation charges charged by our vendors) up to and including the date that written notice of cancellation is received. No attempted cancellation will be effective after transportation of the shipment has begun. Notwithstanding the above, non-refundable deposits will not be refunded.
5. **Shipment.** Unless otherwise noted in this order, proposal or invoice, all shipments are F.O.B. point of shipment. Risk of loss and title pass to buyer at this point. Unless otherwise agreed to in writing, all costs related to off loading the shipment shall be the buyer's responsibility.

**BEFORE receiving, accepting, or SIGNING for your merchandise, please read this policy carefully and inspect your merchandise first.**

#### **Damaged / Incomplete Merchandise**

All products shipped from TrueLeaf Technologies are received by the carrier complete and in good condition. Title of the merchandise is passed to the carrier at the time of pick-up and passed to you the customer upon delivery. Therefore, when receiving merchandise from a freight carrier, you must make a complete visual inspection before signing the delivery receipt. Upon completing your visual inspection, please take one of the following courses of action if a problem is encountered:

If unacceptable damage is evident, you may immediately call our Logistics Department at 800-438-4328, or 707-794-9660 to gain authorization to refuse the product and have it return shipped to TrueLeaf Technologies (or the original vendor if drop shipped). We will then pursue all claims and send you a product replacement as soon as we have received the item back and verified its condition.

If the product has questionable cosmetic damage, is incomplete, or items listed on the delivery receipts are missing, you must properly note this on all copies of the delivery receipt and immediately notify TrueLeaf Technologies. If the delivery receipt is signed without noting the damage, TrueLeaf Technologies cannot be responsible for collection of claims or replacement of merchandise.

Hidden damage, (not detectable at time of delivery), must be reported to TrueLeaf Technologies within ten (10) days, or sooner if noted on the carriers delivery receipt. Please read all small print on carriers Bill of Lading for details.

#### **Off-Loading**

You the customer are responsible for Off-Loading the merchandise at the time of delivery, unless prior written arrangements have been made with TrueLeaf Technologies.

6. **Delay.** TrueLeaf Technologies will not be liable to buyer or any other person for any losses or damage which results from delay or failure to deliver all or a part of the equipment covered by this order, proposal or invoice in a reasonable manner or time, beyond the actual cost of providing comparable replacement goods less than the price of the equipment under this order, proposal or invoice. Notwithstanding the above, TrueLeaf Technologies will not be liable in any measure if the cause of the delay or failure to deliver is beyond the reasonable control of TrueLeaf Technologies, such as delay caused by acts of God, war, acts of the public enemy, civil disorder, riot, sabotage, governmental action or law or regulation, strikes or other labor problems, fire, flood, earthquake, severe weather, health and safety considerations, embargoes, transportation shortages or delays, fuel or material shortages, or failure of performance by a vendor or subcontractor. In the event of a delay beyond the control of TrueLeaf Technologies, time for performance will be extended by the length of any such delay.
7. **Warranty.** ALL THE EQUIPMENT SOLD BY TRUELEAF TECHNOLOGIES CARRY THE ORIGINAL MANUFACTURER'S LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP. TRUELEAF TECHNOLOGIES DOES NOT ITSELF WARRANT THE EQUIPMENT AND THE PURCHASER'S SOLE RECOURSE IS WITH THE ORIGINAL MANUFACTURER. THE TERMS OF THE ORIGINAL MANUFACTURER'S WARRANTY WILL BE MADE AVAILABLE UPON REQUEST. TRUELEAF TECHNOLOGIES SPECIFICALLY EXCLUDES ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL TRUELEAF TECHNOLOGIES BE LIABLE IN CONTRACT OR TORT FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE. IN NO EVENT SHALL TRUELEAF TECHNOLOGIES LIABILITY EXCEED THE RETURN OF THE PURCHASE PRICE PAID BY THE PURCHASER.
8. **Warranty Claims.** In the unlikely event any equipment proves to be defective, TrueLeaf Technologies will make a reasonable effort to assist the buyer in receiving full satisfaction from the product manufacturer under the terms of the manufacturer's warranty. Under most manufacturers' warranties, buyer's rights will be limited to a repair or replacement part F.O.B. original point of shipment. To ensure that buyer's manufacturer's warranty rights are protected, buyer must notify TrueLeaf Technologies of any defect within 10 days of its discovery. Buyer's manufacturer's warranty rights will be lost if buyer:
  - Fails to operate or maintain the equipment in accordance with generally accepted industry practice; or
  - Fails to operate or maintain the equipment in accordance with instructions from TrueLeaf Technologies or the manufacturer; or
  - Fails to give written notice to TrueLeaf Technologies within 10 days from discovery of defect; or
  - The equipment has been altered or repaired by someone other than TrueLeaf Technologies or an authorized manufacturer's representative.

Upon notification of a defective part, TrueLeaf Technologies will provide the customer with a Return Authorization Form to indicate where the part must be returned to. The part must be returned within 10 days of receipt of the form and must be shipped prepaid.

9. **Waiver.** The waiver by TrueLeaf Technologies of any term or condition of this agreement shall not be a waiver of any other term or condition. Any such waiver shall not be deemed a waiver of any subsequent breach of the same term or condition, nor shall such waiver be deemed a waiver of any term or condition in any subsequent agreement.
10. **Entire Agreement.** This order, proposal or invoice, together with any written documents which may be incorporated by specific reference, constitutes the entire agreement between the parties and supersedes all previous communications between buyer and TrueLeaf Technologies.
11. **Attorneys Fees.** The prevailing party in any action to enforce any of the terms of this agreement shall, in addition to any other rights or judgments, be entitled to recover its attorneys fees and court costs.
12. **Governing Law.** California law shall govern the interpretation of this agreement and enforcement of its terms and conditions. The parties agree that venue for any lawsuit or claim hereunder shall be in the Superior or Municipal Courts of Sonoma County, California.