

# SUMMARY TERMS AGREEMENT



All plant material or other goods or services provided by Angelica Nurseries, Inc. ("Angelica") to Customer and all purchase orders placed by Customer for such goods or services are subject to these Summary Terms as well as the Order and Sale Conditions published in Angelica's catalog. Customer agrees that the terms or conditions of any purchase order which are in any way inconsistent with or in addition to these Summary Terms or the Order and Sale Conditions published in Angelica's catalog will not be binding upon Angelica and will be considered inapplicable to the sale unless expressly agreed to in writing by an authorized officer of Angelica.

1. Angelica may be subject to the sales and use tax collection requirements of any state in which material is delivered. Customer will provide any sales and use tax exemption information it may have for states in which it will have material delivered. These exemptions must be state specific and must be provided prior to invoicing. Without this information, Angelica may be obligated to charge sales and use tax. All orders picked up at Angelica by the customer are subject to Maryland sales and use tax unless Customer provides a resale certificate bearing Customer's Maryland sales and use tax registration number.
2. Customer is responsible for rendering full payment to Angelica via cash, check, or (in acceptable cases) credit card charge prior to delivery unless Angelica has received, processed and approved a credit application and notified Customer in writing of agreed credit terms in advance of delivery. Terms for customers with established credit are net thirty (30) days.
3. Late payment will constitute a default of this Agreement by Customer and will be subject to a late charge at a rate equal to two percent (2%) per month multiplied by the unpaid principal balance. If collection is commenced to enforce Customer's performance, Customer will reimburse Angelica for all costs and expenses associated with said enforcement, including attorney's fees.
4. Customer will inspect all plant material immediately upon delivery. Any claim of damage, shortage, non-compliance with the agreed order, or other deficiencies must be made in writing within five (5) days of Customer's receipt of the order or are waived by Customer. Damaged material must be returned for consideration of full credit.
5. Angelica makes every effort to grow and ship top quality plant material. Due to the multitude of environmental and other conditions outside of Angelica's control, Angelica does not guarantee or provide any warranty on any plant material sold. ANGELICA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Thus, THE RISK OF LOSS of any plant material provided by Angelica passes to Customer immediately upon shipment by Angelica.
6. Customer's sole remedy for any claim arising out of any order for material supplied by Angelica will be a refund of monies paid by Customer to Angelica for said order. Customer expressly waives the right to claim consequential or incidental damages.
7. This Agreement will be governed by the laws of the State of Maryland. Jurisdiction and venue for any legal action arising out of or relating to this Agreement will reside exclusively within a Court of competent jurisdiction in Kent County. Customer expressly waives its right to a trial by jury on any issues relating to or arising out of this Agreement.
8. Customer agrees that the payment obligations arising under this Agreement will not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of liability of the Customer by its estate by reason of the commencement of any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization, relief of debtors, or seeking appointment of a receiver, trustee, custodian or similar official for it or all of its property.
9. The waiver or acquiescence by Angelica of strict compliance with any term or condition will not constitute a waiver of any subsequent default or failure.

Customer: \_\_\_\_\_  
(Print full legal name of purchasing company)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

\_\_\_\_\_  
(Printed Name) \_\_\_\_\_ (Title)