



10983 Leroy Drive, Northglenn, CO 80233 • Phone: (800) 303-1543 • Fax (303) 457-2801

NATIONAL GREENHOUSE COMPANY (HEREAFTER REFERRED TO AS "COMPANY"), A DIVISION OF NEXUS CORPORATION AND LOCATED AT 10983 LEROY DRIVE, NORTHGLENN, CO, SHALL FURNISH TO CUSTOMER (HEREAFTER REFERRED TO AS "CUSTOMER"), WHOSE NAME AND ADDRESS IS INCORPORATED BY REFERENCE, A GREENHOUSE PURSUANT TO THE TERMS AND CONDITIONS SET FORTH HEREIN. THIS AGREEMENT INCORPORATES THE PURCHASE AGREEMENT (HEREAFTER REFERRED TO AS "PURCHASE AGREEMENT").

ALL SALES ARE EXPRESSLY LIMITED TO AND MADE CONDITIONAL UPON THE EXACT TERMS AND CONDITIONS CONTAINED HEREIN. BY EXECUTING THIS DOCUMENT THE CUSTOMER INDICATES THEY HAVE READ AND AGREED TO THE COMPANY'S TERMS AND CONDITION OF SALE.

**Customer:
Address:**

Contract Number:

The Company's greenhouse prices include all necessary materials to complete the greenhouse as specified in the Purchase Agreement except where noted. Prices include all necessary aluminum framing members, bolts, nuts, screws, glazing, setting blocks, spacers, doors (if included in the Purchase Agreement), plans, and installation instructions.

EXCLUSIONS: The following are not included in the greenhouse price: freight (see DELIVERY CONDITIONS), material unloading, flashing, counter flashing, assembly and/ or installation expenses, cooling and heating equipment, duct work or support, tools and any other accessories unless otherwise noted in the Purchase Agreement. All permits, fees, foundations, masonry walls and all erection expenses are the responsibility of Customer.

PLANS: Dimensions show in any catalog produced by the Company or available on the Company's website www.nationalgreenhouse.com, are overall outside dimensions and are not to be used to build foundations or masonry walls. The Company at the request of the Customer may provide dimensional drawings the Customer can reference when building the required foundation or masonry wall to which the greenhouse will attach. The foundation or masonry wall shall be the sole responsibility of the Customer. Customer acknowledges full responsibility to ensure the foundation or masonry wall is suitable to attach the greenhouse. Furthermore, customer acknowledges that a foundation or masonry wall is required to meet the snow loads and wind loads as specified in the Purchase Agreement. An insufficient masonry wall, as determined by the Company, will void all warranties. Complete plans should be received by Customer prior to beginning construction. For standard greenhouse models, at the sole determination of the Company, a complete set of plans can be purchased for \$600 for the Cultivator Elite greenhouse, \$2,500 for the Cultivator Elite Insulated Glass Series, and \$1,500 for all Master Cultivator greenhouses. Plans for custom greenhouses, as determined by the Company, will result in additional charges and will be included herein by indication in the Purchase Agreement. The cost for the plans provided pursuant to the Purchase Agreement is non-refundable. The Company will credit the amount paid by the Customer for the plans toward the final purchase price of that greenhouse.

The Company reserves the right to change prices, designs, and specifications without notice prior to Company's acceptance of this contract. All Purchase Agreements are subject to written approval and acceptance by the Company.

The Company at all times shall be deemed the sole author of and shall have exclusive ownership of, and title to, all plans and installation instruction and all copyrights thereto, prepared or used in connection with the Purchase Agreement. The Customer shall retain the right to use the plans and installation instructions to erect their

greenhouse but at no time shall disclose the plans and installation instructions to any third party other than Customer's subcontractors or appropriate government agencies. The Company reserves the right to reproduce the plans for any reason and at any time unless the parties have entered into a written confidentiality agreement for the specific Customer location. The Company shall have the right, without further authorization from the Customer to photograph, reproduce or create copies of the project and reproduce such items for any purpose.

BUILDING CODES: The Customer is solely responsible for conformance with building code requirements including zoning, building permits, inspections and the like. The Company will not be held liable to any extent for any costs incurred by the Customer, the Customer's contractor or anyone else involved in the project for conformance with any applicable national or local building code.

DELIVERY CONDITIONS: Any and all greenhouse and accessory prices quoted by the Company do not include freight or delivery costs. All freight charges are collected and shipped F.O.B. manufacturer's shipping point. The Company shall select the carrier for delivery. The Company reserves the right to make delivery in installments as the materials become available. Customer is responsible for any collect shipment charges, residential delivery charges, re-delivery charges, phone before delivery charges, fuel surcharges, and storage fees. The phone number furnished by the Customer in the Purchase Agreement shall be deemed the phone number for the carrier to call the Customer to schedule a delivery to a residential address. It is of utmost importance the Customer provides a phone number the carrier can reach during business hours to minimize the chances of incurring any re-delivery or storage charges.

THE CUSTOMER IS RESPONSIBLE FOR UNLOADING THE SHIPMENT WHEN IT ARRIVES. FREIGHT REGULATIONS DO NOT REQUIRE THE DRIVER TO UNLOAD HEAVY MATERIAL; HE IS ONLY REQUIRED TO MOVE IT TO THE TAILGATE OF THE TRUCK. SOMEONE MUST BE ON HAND TO UNLOAD, SIGN FOR, AND CHECK THE SHIPMENT FOR QUANTITY AND DAMAGE. CUSTOMER SHALL NOT REJECT DAMAGED SHIPMENTS BUT SHALL ACCEPT THE SHIPMENT AND PERSUE CLAIMS WITH THE FREIGHT CARRIER.

TRANSPORTATION CLAIMS: Delivery to the initial carrier constitutes delivery to Customer. The Company's responsibility ceases upon delivery of merchandise to common carrier, and goods are shipped at the customer's risk since all merchandise is sold F.O.B. manufacturer's shipping point. Customer is urged to inspect all deliveries carefully before signing transportation receipts. If goods are visibly damaged or short, Customer should insist that the agent of the carrier note written confirmation of the damage or shortage on the delivery receipt or shipping ticket. If damage is discovered after unpacking, the carrier should be notified at once by the Customer, so that inspection can be made and the claimed damage substantiated by the carrier no later than 10 days after delivery. Customer should contact common carrier for carrier's claimed damage process and policies.

DELAYS AND SHORTAGE: The Company shall not be liable for any delay in shipment or construction or any costs incurred for force majeure events including but not limited to acts of civil unrest, fires, floods, accidents, acts of God, war, terrorism, government interference, strikes, shortage of labor, power, fuel, materials or supplies or shipping difficulties including delays and damaged shipments that are beyond the Company's reasonable control. In the event the Customer discovers a short shipment and can substantiate that the shortage was not caused by the common carrier, the Company will ship the shortage at the Company's cost. The Company reserves the right to choose the method of shipment for such shortage of materials. The Company will not be liable for any delay or cost incurred by the Customer due to a short shipment.

GENERAL CONDITIONS: The Company's greenhouses are standard, prefabricated structures to be used within the designs and dimensions shown on and to be assembled in accordance with the plans and installation instructions. If a custom design is requested by the Customer, Customer must supply a sketch and project explanation. The Customer will be required to sign off on the plans for the greenhouse before fabrication regardless of whether the greenhouse fits within the Company's standard dimensions or is considered custom by the Company.

Due to the damp, humid environment of a greenhouse the Company recommends Customer use caution when selecting interior furnishings for the greenhouse. The Company's products are not designed as a solarium and the Customer's use as such is an acceptance of all risk associated with damage to furnishings.

INSTALLATION: Unless Customer has entered into a separate written contract with Company for the installation of the greenhouse, Customer is solely responsible for the installation of the greenhouse. Damages to materials and any shortages not noted with the carrier at the time of delivery shall be the sole responsibility of the Customer. In the event the Customer has contracted with the Company for the installation of the greenhouse the terms and conditions of installation shall be controlled by a separate Installation Contract signed by the Parties.

TERMS OF PAYMENT: Customer must purchase the plans for the greenhouse at the time of contract execution. Prior to manufacturing the greenhouse the Customer will make a 1/2 deposit of the contract price to the Company. The plan charges and 1/2 deposit are nonrefundable. Upon completion and prior to delivery of the greenhouse, the Customer will pay the contract balance due in full including all shipping charges and applicable taxes less any amount

paid by the Customer for the plans. The Company will not ship the greenhouse without full payment of the contract price.

CANCELLATION: No cancellation or change of order will be permitted after ten (10) days of the date of acceptance of this Agreement by the Company. Greenhouses will not be accepted for return. Returned accessories may be accepted for return, at the Company's sole discretion, but are subject to a 20% re-stocking charge. All returned items must have written authorization obtained in advance from the Company.

LIMITATION OF LIABILITY: **THE COMPANY SHALL NOT BE LIABLE FOR ANY OTHER COSTS, EXPENSES, CLAIMS OR DAMAGES OF ANY KIND WHATSOEVER HOWEVER CAUSED, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, AND THE CUSTOMER WILL DEFEND AND HOLD HARMLESS THE COMPANY FOR ANY COSTS, EXPENSES, CLAIMS OR DAMAGES RELATING THERETO.** Customer acknowledges he has been given a copy of the Company's Limited Warranty provisions and that no other representations or warranties were made to him or relied upon him than those appearing in the Terms and Condition of Sale, Purchase Agreement and the Company's Limited Warranty provisions. No Company employee, agent nor any other person is authorized to assume for the Company any responsibility or liability other than those appearing in this Agreement and the Company's Limited Warranty provisions. Should arbitration or litigation be commenced under any provision of this agreement, if National prevails, the Customer shall pay National's reasonable legal fees and costs in connection therewith.

LIMITED WARRANTY: National warrants to the original Customer of the products set forth in the Purchase Agreement that all products manufactured by National will be free from material defects in materials and workmanship for a period of sixty (60) months from date of receipt by the Customer; provided, however, that customer shall give written notice to National within 10 days after any defect is discovered by Customer or should have been discovered by Customer. Any structural parts proved to be defective in this period will be replaced by National. This warranty does not apply to materials which have, in National's sole judgment, been subjected to misuse, negligence, accident, alteration or abuse. All Materials sold to customer which are not manufactured by National, including without limitation, coverings, fans, heaters, controllers and any other peripheral equipment carry only the guarantee or warranty made by the manufacturer thereof and are not covered by the above or any other warranty of National and the customer must submit any claims directly to such manufacturer. This warranty shall not cover labor costs to install the replaced parts, freight for replacement parts, equipment or accessories, or other costs or expenses that might be incurred as a result of defective parts, equipment or accessories. This warranty also shall not include the installation of products unless such installation is separately contracted with National Greenhouse Company at its home office. This warranty also does not cover loss of time, inconvenience, loss of use of the greenhouse or other matters not specifically included. Customer specifically agrees that National's products, whether manufactured by National or by others are not within National's control once delivered to Customer and that the products may be put to uses that are wholly unknown to National. Customer agrees to use the products in a reasonable manner, to inspect the products regularly, and to be vigilant for the safety of itself and others. Customer shall have no remedy against National for delivery of nonconforming product other than to require replacements with conforming product as provided herein. **NATIONAL SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS TO ANY ITEMS OR SERVICES PROVIDED UNDER THIS AGREEMENT, EXCEPT FOR THE REMEDY EXPRESSLY STATED ABOVE, IN NO EVENT SHALL NATIONAL BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY (AND CUSTOMER SHALL NOT FILE, AND SHALL INDEMNIFY AND HOLD NATIONAL HARMLESS FROM, SUCH CLAIMS AGAINST NATIONAL BY CUSTOMER OR ANY THIRD PARTY), FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS OR CROPS, RESULTING FROM ANY CAUSES WHATSOEVER (INCLUDING WITHOUT LIMITATION, CLAIMS ARISING FROM MALFUNCTION OR DEFECTS IN THE PRODUCTS OR NON-DELIVERY OF PRODUCTS, OR DELAY IN DELIVERY, DELAY IN COMPLETION, STRUCTURAL FAILURE, MECHANICAL FAILURE, DAMAGE CAUSED BY EXCESSIVE SNOW OR WIND LOADS, AND THE FAILURE OF ANY END USER TO MAINTAIN ADEQUATE INSIDE HEAT, EVEN IF NATIONAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NATIONAL'S MAXIMUM CUMULATIVE LIABILITY FOR ANY CLAIM ARISING OUT OF ANY ORDER SHALL NOT EXCEED THE AMOUNT PAID TO NATIONAL BY CUSTOMER UNDER THIS AGREEMENT.**

CUSTOMER ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO HIM OR RELIED UPON BY HIM THAN THOSE APPEARING IN THIS AGREEMENT. NO NATIONAL EMPLOYEE, AGENT NOR ANY OTHER PERSON IS AUTHORIZED TO ASSUME FOR NATIONAL ANY RESPONSIBILY OR LIABILITY OTHER THAN THOSE APPEARING IN THIS AGREEMENT.

What to do if there is a question regarding Warranty. The satisfaction and good will of buyers of National Greenhouse products are of primary concern to the company. In the event that you have a warranty question please call us:

National Greenhouse Company 1-800-303-1543

ACCEPTANCE: This Agreement is not a firm offer and can be withdrawn or altered by the Company at any time prior to written acceptance by the Company. Furthermore, this offer is only valid for 30 days from the date of submission to the Customer at which time it will be deemed to be withdrawn and of no further effect. This offer can only be accepted by execution of this document by the Customer and the Company and submission by Customer to the Company of the minimum deposit for plans.

DISPUTES: The terms of this agreement shall be governed by the laws of the State of Colorado regardless of the location of the Customer's domicile.

Any controversy or claim arising out of or relating to the contract, or any drawings, or these terms and conditions shall be settled by binding arbitration but only after the parties have failed to reach agreement in mediation.

Customer and National expressly agree that any mediation and arbitration proceedings instituted by either party shall take place in Denver, Colorado, at the offices of JAMS. All arbitration shall be conducted in accordance with the rules of the JAMS Streamlined Arbitration Rules & Procedures. The arbitrator shall apply the laws of the State of Colorado to any substantive controversy or claim. This arbitration provision shall be governed by Colorado Revised Uniform Arbitration Act C.R.S. § 13-21-201 et seq..

All such disputes must be brought within two years of the date of this contract or are forever waived.

INCLUSIONS: In the event any provision of this Agreement is found to be null and void, either by agreement of both parties in writing or by the judgment of a court, all remaining provisions will carry their full force and effect.

I have read and understand the terms of this Agreement and acknowledge that all of those terms are an integral part of my purchase of the greenhouse described herein.

CUSTOMER'S SIGNATURE: _____

DATE: _____

AGREED AND ACCEPTED BY: _____