

T.T.S. / C.C.R. / T.D.X.

PURCHASE & DELIVERY AGREEMENT

PAYMENT TRANSACTIONS

CREDIT, DEBIT & NON-ALTERED CHECKS ARE ACCEPTABLE. ALL ORDERS REQUIRE PREPAID TERMS. FUEL SURCHARGES COULD APPLY UNDER CERTAIN CIRCUMSTANCES.

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

THE TURF SURGEON IS NOT RESPONSIBLE FOR VARIATIONS OF ANY SORT SUCH AS COLOR, SIZE, ETC.

NATURAL PRODUCTS ARE SUSCEPTIBLE TO SIZE, COLR, ETC. VARIATIONS.

ADVANCE PAYMENT (PRE-PAY) DOES NOT GUARANTEE MATERIAL AVAILABILITY.

REQUIREMENTS FOR DELIVERY

CUSTOMER'S STREET ADDRESS MUST ALLOW SEMI-TRUCK TRAFFIC FOR DELIVERY. CUSTOMER STREET & PROPERTY ENTRANCE MUST BE WIDE ENOUGH FOR EQUIPMENT TO GAIN ACCESS TO AND DELIVERY TO THE PROPERTY. POWER LINES AND TREE LIMBS, ETC. MUST NOT OBSTRUCT UNLOADING PROCESS. UNLOADING SURFACE MUST BE SAFELY ACCESSIBLE AND LEVEL.

DURING DELIVERY TRUDUKE EXPRESS, LLC./THE TURF SURGEON HOLDS NO RESPONSIBILITY WHATSOEVER FOR ANY DAMAGE TO DRIVEWAYS, TREES LIMBS, SHRUBERRY, PLANTINGS, SPRINLER SYSTEMS, SIDEWALKS SEPTICS OR DRAIN FIELDS, ETC. IF DRIVER IS UNABLE TO SAFELY DUMP MATERIAL IN THE DESIGNATED AREA DRIVER WILL OFF-LOAD IN THE CLOSEST AREA IF POSSIBLE.

IN THE EVENT CONDITIONS EXIST THAT DO NOT ALLOW FOR SAFE UNLOADING UPON DELIVERY OR CARRIER IS PROHIBITED FROM DELIVERY ADDRESS, AND/OR CARRIER IS UNABLE TO POSITION EQUIPMENT AT SITE FOR SAFE AND PROPER UNLOADING, PRODUCT WILL BE RE-ROUTED.

"ALL SALES ARE FINAL- NO REFUNDS" POLICY WILL APPLY. A DISPOSAL FEE WILL BE PAID BY CUSTOMER, WHICH INCLUDES ANY ADDITIONAL FREIGHT CHARGES INCURRED. ALL CHARGES WILL BE DUE UPON 15 DAYS OF INVOICE. A LATE PAYMENT FEE OF 1.5% PER MONTH WILL BE CHARGED FOR PAYMENTS NOT RECEIVED WITHIN 15 DAYS OF SUCH INVOICING.

IT IS AT THE DRIVER'S DISCRETION TO LEAVE THE PAVED AREA BUT AT THE BUYERS/PROPERTY OWNER'S RISK AND RESPONSIBILITY FOR ALL DAMAGE & TOWING COSTS .

ANY LAWSUIT INVOLVING THE TERMS OF THIS AGREEMENT SHALL ONLY BE BROUGHT IN A COURT OF COMPETENT JURISDICTION FOR THE CITY OF CHESAPEAKE, VIRGINIA AND CUSTOMER CONSENTS TO SUCH JURISDICTION.

CUSTOMER'S ACKNOWLEDGEMENT AGREEMENT:

PRINT _____ DATE: _____

SIGN _____ DATE: _____

COMPANY NAME: _____