

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.
IF PRE-PAY BY CREDIT OR DEBIT CARD, FEES WILL BE WAIVED.

PRE-PAY EXCEPTIONS:

1. SAME AS PRODUCT DELIVERY DATE, CREDIT OR DEBIT CARD + FEE OF 2.80% PERCENT OF GROSS AMOUNT OF LANDED PRICE.
2. SAME AS PRODUCT DELIVERY DATE, ACH PAYMENT ACCEPTED.

FUEL SURCHARGES COULD APPLY UNDER CERTAIN CIRCUMSTANCES.

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

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

IMPORTANT: TO AVOID TAX, YOU MUST SUBMIT EVIDENCE OF TAX EXMPT STATUS.

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 T.T.S. / C.C.R. / T.D.X. HOLDS NO RESPONSIBILITY WHATSOEVER FOR ANY DAMAGE TO DRIVEWAYS, TREES LIMBS, SHRUBBERY, PLANTINGS, SPRINKLER 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.

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 .

"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 FOR SUCH INVOICING.

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: _____