

NOTICE TO BUYER – CONDITION OF SALE

SHIPPING

Please indicate on Purchase Orders if plants are to be shipped. For shipping rates please call our office. **Please try to allow us one weeks notice for time of shipping.** We cannot be responsible for damages or loss of goods incurred during shipping.

U.S. Customers please note that there will be a charge for phytosanitary certificates and brokerage fees which are required in order for plants to cross the border.

The Purchaser hereby acknowledges and agrees:

1. This Purchase Order shall constitute a binding Agreement of Purchase and Sale upon execution by the Purchaser and Strawberry Tyme Farms Inc. The parties acknowledge that this Agreement shall be governed by the laws of the Province of Ontario.
2. Strawberry Tyme Farms Inc. makes no warranty, guarantee or representation whatsoever, statutory, express or implied as to the marketability, fitness for particular purpose, condition, quality, viability, quantity or otherwise of the crops grown from such plants.
3. In the event that any quantity and/or variety of plants purchased are unavailable for shipment by Strawberry Tyme Farms Inc., for any reason whatsoever, the sole and only remedy of the Purchaser shall be a refund of the deposit paid in the event no plants are received or an abatement of the purchase price for such quantity of plants not received based upon the unit price of such plants.
4. In the event of any direct, indirect or consequential damage, whatsoever and howsoever caused, to the Purchaser, due to the negligence of Strawberry Tyme Farms Inc., the Purchaser acknowledges that the total liability of Strawberry Tyme Farms Inc. shall not exceed the purchase price of the plants actually paid to Strawberry Tyme Farms Inc. by the Purchaser.
5. Upon delivery of the plants at the Purchaser's designated destination in accordance with the within Purchase Order, the Purchaser assumes full and absolute control and responsibility for such plants and Strawberry Tyme Farms Inc. shall be entitled to payment of the full purchase price of such plants and shall not accept nor be liable or responsible for any plants unclaimed or returned by the Purchaser to any third party.
6. All accounts not paid within thirty (30) days from the date of invoice shall bear interest at the rate of two percent (2%) per month (26.77 per annum).