

PAYMENT TERMS & CONDITIONS

Smith Wholesale Floral Company, Inc.

d/b/a David Christopher's

AVAILABLE CREDIT TERMS: Customer may elect cash on delivery (COD) terms or prepayment on credit card (VISA, MasterCard, Discover, and American Express). Open Account billing is subject to credit approval, and execution of applicable Seller Open Account agreements.

FINANCE CHARGE: a finance charge of 1.5% per month (18% APR) will be added to all past due balances on the last day of the billing cycle.

PAYMENTS: All payments received on Open Accounts will be posted first to interest and fees that may be due; the remaining amount if any will be posted to invoices due, paying the oldest invoices first.

ERRORS: Please report any errors on a billing statement to the billing department within 15 days of the statement date.

SALES ORDER CANCELLATION/MODIFICATION: A sales order once confirmed with and accepted by Seller can be cancelled only with Seller's consent and upon terms that will indemnify Seller against loss. Approved Customer cancellations or modifications may be subject to a 15% cancellation fee.

CREDITS: All claims for credit must be reported to the Sales Department within Fifteen (15) days of the invoice date by fax or email only. No claims will be accepted via phone. Each claim must include the invoice number, date of purchase, item, quantity and problem encountered. Merchandise must not be disposed of or destroyed until the sales department approves the credit. It may be requested that merchandise be sent back to the warehouse and must be in original condition and inner packaging as shipped to customer. Approved credits will be issued to the customer's account. The Sales Department reserves the right to deny the claim request.

FEES: A \$30.00 fee will be charged for each dishonored check. A cancellation fee equal to 15% of the invoice total may be assessed for returns caused by failure to meet COD terms.

DISHONORED CHECKS: If there are two (2) returned checks on account within a twelve (12) month period, the account will be placed on COD, cash or money order only, and the entire account balance will be declared immediately due and payable; reinstatement of open account or check writing privileges will require review and approval of the credit department.

PAST DUE/OVER LIMIT ACCOUNT: Any account in default 60 days or more, or over the established credit

limit, will be reviewed by the credit department. The company may then require the customer to pay for all subsequent purchases on delivery (COD), until all over line and/or past due balances are paid in full; the approval of the credit department will be required to increase or reinstate a credit line. If it becomes necessary to place this account for collection, Smith Wholesale Floral Company, Inc. d/b/a David Christopher's "Seller" will be entitled to payment in full for purchases, finance charges, restocking charges, returned check charges, and all reasonable attorney and/or collection fees and court costs.

OTHER CONDITIONS: A consumer credit report may be requested in connection with Open Account requests, or in connection with updates, renewals or extensions of any credit granted as a result of this account. Customer agrees to immediately notify Seller in the event that any Customer Account or business information needs to be corrected or brought current, and agrees to provide Seller any such information that may be requested by them from time to time.

CLAIMS: Claims for defective merchandise, shortages or delays, or failures in shipment or delivery, or for any other cause, shall be deemed waived and released by Customer, unless made in writing within Fifteen (15) days after receipt of the merchandise.

WARRANTIES: NO EXPRESS WARRANTIES OR IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE, OTHER THAN THOSE EXPRESSLY SET FORTH BY SELLER WHICH ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, SHALL APPLY TO PRODUCTS SOLD BY SELLER, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF SELLER'S CORPORATION.

SHIPMENT: All prices are F.O.B Seller's warehouse; Sheffield, AL. Methods and route of shipment are at Seller's discretion, unless Customer supplies explicit instructions with placement of their order. All shipments are insured at the Customer's expense and made at the Customer's risk. Identification of the goods for sale shall occur as each shipment is placed in the hands of the carrier.

GOVERNING LAW: This sales transaction and the acceptance of goods by Customer shall be a contract made in the State of Alabama, and governed by the laws thereof.