

Panoramic Farm, Inc. Standard Terms and Conditions

1. BINDING CONTRACT. These terms and conditions set forth the sole terms for the sale of goods and services by Panoramic Farm, Inc., a North Carolina corporation ("Panoramic Farm"), and any contract made for the sales of goods and services by Panoramic Farm is expressly conditional on Buyer's assent to the terms slated herein. Panoramic Farm disclaims, objects and rejects any Buyer document, including a purchase order or confirming order that in any way adds to, varies, conflicts with or attempts to alter these terms. In the event of any dispute between these terms and any document of Buyer, these terms shall control.

2. PRICES AND TAXES. All prices are FOB Panoramic Farm's place of business. All future orders will be confirmed immediately but are subject to applicable prices at the time of shipment. All prices are subject to change without notice. The amount of any local, state or federal tax levied on the goods is not charged by Panoramic Farm due to its agricultural designation and shall remain the sole responsibility of Buyer. Shipping charges are not included in the prices and will be added to the invoice at the time of shipment.

3. MINIMUM ORDER. Panoramic Farm's minimum order is \$100.

4. PAYMENT TERMS. Orders Will be accepted on a COD basis only unless a written credit application has been submitted to and approved by Panoramic Farm. If buyer has established credit in the manner described above, the payment terms are NET 30. Any portion of the order cost not paid in accordance with these payment terms shall bear interest from the due date in the amount of 1.5% per month or at a rate not to exceed lawful limits, until paid. Payment on delinquent accounts is applied first to accrued interest. Buyer shall reimburse Panoramic Farm for all actual costs and attorneys' fees incurred in enforcing any term of this agreement. A \$25.00 charge will be assessed for all payments returned for insufficient funds. Debit or check is preferred method of payment. All major credit cards are accepted. A 3% bank feed is added for credit card payments on accounts. Attorney and Court Fees will be added to your account if it becomes uncollectable per terms.

5. SHIPPING AND DELIVERY. When Panoramic Farm delivers goods via its own fleet of trucks, Panoramic Farm assumes all risk of loss and damage to the goods until delivery to the Buyer. When shipping is arranged via common carrier, all risk of loss and damage to the goods passes to the Buyer upon delivery of the goods to the common carrier. Panoramic Farm will attempt to deliver plants as close as possible to a requested ship date, but reserves the right to adjust the shipping date based on the quality and readiness of the plants, and/or delivery constraints.

6. SHIPPING DAMAGES CLAIMS. All shipping damages must be noted at the time of receipt of goods. Any obvious damages must be noted in writing on the Sales Order Invoice or the carrier's bills of lading.

7. BUYER PICKUP OF GOODS. The Buyer is welcome to pickup the goods from Panoramic Farm's place of business. All pickup orders must be called in 24 hours in advance to allow time for the goods to be pulled. When the Buyer or his agent accepts the goods, he/she waives the right to warranty claims for defective or damaged plants. It is the Buyer's responsibility to reject any goods that are deemed to be insufficient prior to accepting the goods for pickup.

8. FORCE MAJEURE. Panoramic Farm shall not be responsible or liable for any delays in service completion due to any cause or condition beyond its control, including, without limitation, fire, flood, earthquake, labor dispute, shortage of materials or supplies, riot or other civil disturbance, war, acts of God or nature, accident, or any acts of any government.

9. LIMITED WARRANTY. Panoramic Farm warrants its plants to be

true to name, to be inspected by the North Carolina Department of Agriculture and certified to be apparently free of dangerous insects and dangerously contagious plant diseases, and to be in good living condition at the time of shipment or pickup. This warranty does not include plant mutations, reversions or other physiological changes after delivery to Buyer. Buyer's remedy is limited, at the sole discretion of Panoramic Farm, to replacement of any plants determined to be defective and covered by this limited warranty. Replacement plant material will be provided as soon as production plans permit and will be shipped by Panoramic Farm at no cost to Buyer.

10. EXCLUSION OF OTHER WARRANTIES. THE LIMITED WARRANTY STATED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND PANORAMIC FARM HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR FUTURE GROWTH. NO WARRANTIES OR REPRESENTATIONS MADE AT ANY TIME BY ANY REPRESENTATIVE OF PANORAMIC FARM SHALL BE EFFECTIVE TO VARY OR EXTEND THE LIMITED WARRANTY OR OTHER TERMS.

11. LIMITATION OF CLAIMS FOR DEFECTIVE PLANTS. No plant claims covered by the limited warranty may be brought against Panoramic Farm more than ten (10) days after shipment. Claim notification must be in writing. No claims will be paid on plants shipped while dormant.

12. LIMITATION ON LIABILITY. Under no circumstance shall Panoramic Farm's liability to Buyer exceed the value of this agreement. Under no circumstances, whether arising in contract, tort, equity or otherwise, shall Panoramic Farm be liable for consequential, incidental or special damages (including loss of use, lost profits, increased operating or maintenance expense), related to the provision of services or goods.

13. APPLICABLE LAW. This agreement shall be deemed made in Union County, North Carolina and shall be governed by North Carolina law without regard to its conflict of laws principles.

14. DISPUTE RESOLUTION. Any action arising out of it shall be governed by North Carolina law and shall be brought in the District or Circuit Court for Union County or in the U.S. District Court for the Western District of North Carolina. Buyer consents that such courts shall have personal jurisdiction over Buyer as to any such action and that tile mailing of any process to Buyer's last known address by registered mail shall constitute lawful and valid service of process.

15. MISCELLANEOUS. All notices shall be provided to the addresses set forth in this agreement and if none is provided, to the party's resident. Wherever possible, all terms shall be interpreted consistently. If a conflict arises as to price, payment or delivery, the typed terms on the Sales Order Invoice shall control over these provisions. For any other conflict, these Terms and Conditions shall control. No usage in trade shall create a conflict with these terms. Panoramic Farm reserves the right to correct any typographical error in this Agreement. If any provision is determined to be unenforceable, the remainder of this agreement shall remain in full force and effect.

16. ENTIRE AGREEMENT AND AMENDMENT. This agreement contains all of the terms of the agreement between Panoramic Farm and Buyer as to its subject matter and supersedes all prior oral or written representations, agreements, and other communications between Panoramic Farm and Buyer. This agreement may be amended only in writing signed by Panoramic Farm and an officer of Buyer.