

28214 Glenwood Road
Perrysburg, OH 43551
www.waldoinc.com



(419) 666-3662
Toll Free (800) 468-4011
Fax (419) 666-2079

BUSINESS HOURS:

Regular Hours:

Monday – Friday 8:00 am to 5:00 pm

Seasonal Hours:

Feb. – April Saturday hours 8:00 am to Noon

June – Aug. Beat the heat summer hours. Call for details.

TERMS AND CONDITIONS

PRICES: All prices are F.O.B. Perrysburg or F.O.B. factory. All orders will be invoiced at the prevailing price at time of shipment. Catalog prices are current at PRESS TIME ONLY and are subject to change without notice.

QUOTATIONS: We welcome the opportunity to do business with your company. Upon your request we will furnish a price quote which will be valid for 30 days unless otherwise stipulated.

METHODS OF PAYMENT: Cash, check, Check-by-fax, MasterCard, Visa, Discover, and Waldo & Associates Inc. charge (with approved credit). Payments made after a finalized sale that require (or have requested) a change in terms will be charged a 3% convenience fee.

TERMS FOR ESTABLISHED WALDO & ASSOCIATES, INC. CHARGE ACCOUNTS: Terms are net 30 days unless otherwise specified. Finance charges will be added to any invoice not paid within the terms printed on invoice. Invoice will contain discount amount, date due, and date finance charges will be added. Finance charges will be 2% per month (24% annually). All payments must be in our office before the last day of the month or finance charges will be added. Postmarks will not be considered. There will be a \$15.00 fee for NSF checks that have to be re-deposited. There will be an additional \$35.00 fee for NSF checks that are denied for payment the second time.

NEW CUSTOMERS: If you wish to establish credit, complete our credit application and mail or fax to our main office. Upon approval, you will be notified in writing of your credit limit. However, until credit has been established, orders must be pre-paid by cash, check, check-by-fax, Visa, MasterCard or Discover.



DELIVERIES:

1.) Regular Delivery Area (Our Truck): Deliveries within our general trading area are made according to our truck delivery schedule. If you are not familiar with our schedule, please check with your sales representative or phone our main office.

Drop Charge: All orders are subject to a “drop charge” based on the product and the dollar amount of the order being delivered. For current rates, please talk to your sales representative or phone our main office

2.) Out of Regular Delivery Area: Motor freight (common carrier) and UPS are available upon request or for areas not in our normal delivery area. Motor freight charges can be estimated prior to shipment at customer request. Waldo & Associates is not responsible for any charges above the estimate as many accessorial charges are out of our control. Goods once shipped become the customer’s property. Any damage or loss must be noted on the carrier’s bill of lading at the time of delivery. Any claim for concealed damage must be made within 24 hours of receipt. A handling fee is added to all UPS and motor freight shipments. Terms on motor freight invoices are Net 30.

WILL-CALLS (Customer Pick Up): Customers may pick up merchandise directly from our warehouse. We encourage you to call in your order ahead of time to check availability. Note that fabrication items may require some lead time for preparation.

BACKORDERS: Occasionally, ordered items may be temporarily out of stock at time of shipment. Every effort will be made to notify the customer of the backorder and a substitution may be offered at that time. If no substitution is adequate, we will automatically backorder the item unless otherwise directed by the customer. Backorders are subject to freight charges and/or drop charges, but are not subject to minimum order charges.

RETURNS:

- No returns are accepted beyond 90 days of date of purchase.
- All claims for shortages or other shipping errors must be reported to our Customer Service Department at (800) 468-4011 within 5 business days of receipt.
- Defective products are subject to manufacturer or vendor policies.



- Customer must provide proof of purchase.
- Special order, non-stock and cut-to-order items are not returnable.
- Waldo employees are not permitted to receive merchandise without authorization from our office.
- All claims regarding billing errors (pricing, terms, etc.) must be reported to our accounts receivable department at (800) 468-4011 within 20 days of invoice receipt.
- In order to avoid lengthy delays, when reporting items for return, credit, or adjustment, please provide invoice number or sales order number.
- Returns are subject to a 10% restocking fee. The only exceptions will be for shortages, damages, defects or shipping errors.

IMPORTANT NOTICE to PURCHASER: The following is made in lieu of all warranties, expressed or implied. Sellers and manufacturers only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct or consequential arising out of the use of, or the inability to use the product. Before using, user shall determine suitability of the product for his intended use, and user assumes all risk and liability whatsoever in connection therewith. The foregoing may not be changed except by an agreement signed by offices of seller and manufacturer.

LIMITATION of SELLERS LIABILITY: Sellers liability (and buyers exclusive remedy) shall be limited to replacement or repair, at sellers option, of any defective goods or any part thereof or performance of any services. In no event shall seller be liable for special incidental or consequential damages or for damages in the nature of penalties. If the other remedies provided hereunder fail of their essential purpose, buyer's sole and exclusive remedy shall be, upon return of goods, the refund of whatever portion of the purchase price has been paid. Buyer shall pay all transportation charges to return goods to seller for repair, replacement, or, if required, return of the purchase price. Seller shall make no allowance for repair or alterations made by buyer, unless made with sellers prior written consent.

LIMITATION of ACTIONS: Any action for any loss or damage with respect to the goods or services covered hereunder must be commenced by buyer within one year after buyers cause of action has occurred.

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CREDIT APPLICATION

e-mail to: lisa.dutched@waldoinc.com
 OFFICE USE ONLY

Acct # _____

Sales Representative _____

Credit Limit _____

Legal Business Name: _____ Phone: _____

List d/b/a or Trade Names: _____ Parent Company (if subsidiary): _____

Billing Address: _____ Fax: _____

City: _____ State: _____ Zip Code: _____ E-Mail: _____

Shipping Address: _____ Web Site: _____

City: _____ State: _____ Zip Code: _____ County: _____

Business Entity: Sole Proprietorship Corporation Limited Liability Corporation Partnership

State of Incorporation: _____ Date Business Established: _____ Years Under Current Ownership: _____

Tax Exempt? _____ If yes, you must complete a Blanket Exemption Form SSN or Federal ID#: _____

Contact Person: _____ Amount of Credit Requested: _____

Do you own this property? _____ If not, who does? _____

Address: _____ Phone: _____

City: _____ State: _____ Zip Code: _____

Principal Owners/Officers – If more than 3 please attach the information

Name: _____ Phone#: _____ SS#: _____

Home Address: _____ DOB: _____ Cell Phone#: _____

City: _____ State: _____ Zip Code: _____ % Ownership: _____

Name: _____ Phone#: _____ SS#: _____

Home Address: _____ DOB: _____ Cell Phone#: _____

City: _____ State: _____ Zip Code: _____ % Ownership: _____

Name: _____ Phone#: _____ SS#: _____

Home Address: _____ DOB: _____ Cell Phone#: _____

City: _____ State: _____ Zip Code: _____ % Ownership: _____

Credit References (must be TRADE or SUPPLIER references)

Company	Account #	Phone #	Fax #

Bank Reference: Name: _____

Address: _____ City, State, Zip: _____

Contact Person: _____ Phone: _____ Fax: _____

Account Numbers: Checking: _____ Savings: _____

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Agreement on Terms and Conditions of Sale; Authorization to Obtain and Release Information (must be signed)

Release of Credit Information: The signing of this application authorizes Waldo & Associates, Inc. ("Waldo") to obtain information and perform a credit investigation on the Applicant and on companies and individuals affiliated with the Applicant. The Applicant, its affiliates and all Guarantors authorize any References to release information necessary or useful to make an informed credit decision. Waldo is authorized to make all inquiries deemed necessary to determine creditworthiness. Waldo is authorized to answer questions about its credit experience with the Applicant and Guarantors, and share this information with other institutions to secure financing. If the undersigned individual is not the Applicant, but an authorized representative of Applicant, then the undersigned individual recognizes that his or her individual credit history may be a factor in the evaluation of the creditworthiness of Applicant, and hereby authorizes Waldo to perform the necessary credit investigation and make all inquiries deemed necessary to determine the creditworthiness of the undersigned individual. The undersigned individual hereby consents to and authorizes the use of a consumer credit report on the individual by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Grant of Security: To secure payment and performance of all obligations to Waldo, Customer hereby grants Waldo a continuing purchase money security interest in all inventory, equipment, and goods (collectively "Products") sold, consigned, leased, rented or delivered, directly or indirectly by Waldo to or for the benefit of Customer. This security interest extends to all such Products, wherever located, whether now owned or hereafter acquired and to all proceeds from the sale, lease or rental thereof; and also to all existing or subsequently arising accounts and accounts receivable, all books and records, and supporting obligations concerning such Products which may from time to time hereafter come into existence during the term of this Security Agreement. Waldo's purchase money security interest is explicitly limited to outstanding obligations between Waldo and Customer. Customer will maintain the Collateral in original condition but for the ordinary wear and tear, and will insure the Collateral against all expected risks. Customer will not subject the Collateral to any adverse encumbrance or lien, or sale or other transfer other than in the ordinary course of business or as approved in writing by Waldo. If Customer fails to timely make any payment, Waldo may repossess and remove any Product(s) from Customer with or without Notice. Customer will not locate the Collateral at any location other than as known to Waldo. Customer will promptly advise Waldo of any change of Customer's name or business nature, location, and business openings and closings. The following constitute Customer defaults: Non-payment in timely fashion of Customer's indebtedness to Waldo, bankruptcy, insolvency, or assignment for the benefit of creditors; misrepresentation in respect of any provision of this or any Agreement between Waldo and Customer. In the event of default Waldo may declare all unpaid balances due and payable and or may require Customer to assemble the collateral and make it available to allow Waldo to take possession or dispose of the collateral. Customer authorizes Secured Party to file a UCC Financing Statement and other documents deemed necessary or desirable to protect its right, title and interest in the collateral.

Covenants of Applicant: Applicant will maintain the collateral in original condition but for the ordinary wear and tear and will insure the collateral against all expected risks. Applicant will not subject the collateral to any adverse encumbrance or lien, or sale, other than in the ordinary course of business or as approved in writing by Waldo. Applicant will not locate the collateral at any location other than as known to Waldo. Applicant will promptly advise Waldo of any change of Applicant's name or business nature, location, and business openings and closings.

Events of Default: The following constitute Applicant defaults: (i) non-payment in timely fashion of Applicant's indebtedness to Waldo (ii) bankruptcy, insolvency or assignment for the benefit of creditors or (iii) misrepresentation or breach in respect of any provision of this or any agreement between Waldo and Applicant. In the event of default Waldo may declare all unpaid balances immediately due and payable and/or may require Applicant to assemble the collateral and make it available to allow Waldo to take possession or dispose of the collateral. Applicant further agrees to pay all reasonable attorneys' fees and all other costs and expenses incurred by Waldo, in the collection of any obligation of Applicant under this credit agreement or related to any amounts that are or become due from Applicant to Waldo.

Miscellaneous: The information contained herein is submitted by Applicant for the purpose of obtaining credit. Applicant expressly agrees to make payment in full to Waldo for any purchases made from Waldo in accordance with the terms of all invoice(s) issued by Waldo. Should Applicant default in any such payment, Applicant expressly agrees to pay a late charge on any amounts in default of two percent (2%) per month (annual rate 24%), and, all amounts owed to Waldo by Applicant may, at the option of Waldo, become immediately due and payable, and that payments received may first be applied to accrued service charges and then any unpaid invoice principal balances. Waldo and Applicant expressly agree that original jurisdiction for any litigation arising under and pursuant to this agreement shall exclusively lie in Wood County, State of Ohio, and that all sales made hereunder shall be subject to the laws of the State of Ohio. Applicant further agrees to pay all reasonable attorney's fees and all other costs and expenses incurred by Waldo in the collection of any obligation of Applicant pursuant hereto. This declaration and any purchase order between the parties constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall be deemed to supersede all prior and contemporaneous agreements, representations, and understandings, whether written or oral.

Severability: This Agreement is intended to be in compliance with all applicable laws and regulations. In the event that any one or more of the provisions or terms contained in this Agreement should be adjudged to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions and terms contained in this Agreement shall not in any way be affected or impaired, and shall be otherwise valid, legal and enforceable.

If an individual: _____

Signature Printed Title Date

If not an individual:

Signature Printed Title Date

Guaranty

In consideration of credit being extended by Waldo & Associates, Inc. ("Waldo") to the named Applicant, whether Applicant be an individual or individuals, a proprietorship, a partnership, a corporation, or other entity, the undersigned guarantor or guarantors (collectively, "Guarantors") each hereby (jointly and severally if more than one) unconditionally guarantee to Waldo the faithful payment, when due, of all sums due and all accounts of said Applicant for purchases from Waldo. Guarantors each hereby expressly waive (i) all notice of acceptance of the guaranty, (ii) all notice of extension of credit to Applicant, (iii) presentment and demand for payment on Applicant, (iv) protest and notices to which Guarantors might otherwise be entitled under this guaranty. By signing below, Guarantors authorize Waldo to perform the necessary credit investigation on the Guarantor and on the Applicant, and Waldo is authorized to make all inquiries deemed necessary to determine the credit worthiness of the Guarantors. Waldo is authorized to answer questions about its credit experience with the Guarantors and share this information with other institutions to secure financing. Guarantors acknowledge that execution of this guaranty is a material part of consideration upon which Waldo is relying on to extend credit to the Applicant and that his guaranty is executed as an inducement to Waldo to consummate such extension of credit.

If an individual: _____

Signature Printed Title Date

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Signature

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Title

Date

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To Help Us Serve You Better

Type of Business: Wholesale Greenhouse Retail Greenhouse Garden Center Nursery
Interior Plantscaper Landscaper Cut Flower Grower Florist

Other: _____

Person(s) responsible for placing orders: _____

Person responsible for receiving: _____

Opening time: _____ Closing time: _____ Can you receive shipments by _____
tractor/trailer: _____

Do you have a loading dock? _____ Do you have a forklift? _____ After hours phone #: _____

Shipping directions: Use state routes, street, etc.: _____

Person responsible for accounts payable/signing checks: _____

PO #'s required: _____ Preferred method of receiving invoices/statements: _____

Other information that we should know: _____

If Pesticide License, name of person licensed: _____

Certificate #: _____ Expiration Date: _____ Categories: _____

Please attach a copy of your license