

## TERMS OF CREDIT

The Customer requests that Urban Arborist sell goods on account in consideration of which the Customer and Urban Arborist agree as follows:

The Customer shall pay the full amount of any outstanding balance shown on the monthly statement within thirty (30) days of the invoice date. Should payment not be received by Urban Arborist according to the credit terms stated, the entire balance is considered in default and due for immediate payment. Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to terms stated. The service charge shall be a minimum of 1-1/2% per month of the Customer's outstanding balance. Urban Arborist may change the interest rate by giving the Customers 30 days prior written notice. The new interest rate shall apply only to the balance on the account 30 days from the date of said notice. In the event the interest rate violates any applicable law, then the interest is automatically reduced to the highest rate allowed by applicable law. Customer agrees to pay Urban Arborist a reasonable processing fee to cover any check returned by Customer's bank as unpaid.

Urban Arborist may agree to increase the amount of credit extended from time to time by merely allowing the Customer increased credit to cover unpaid purchases. Urban Arborist may also terminate credit at any time if it determines itself insecure of the Customer is in default under this agreement. Customer authorizes Urban Arborist to make whatever credit investigation it feels is proper to evaluate Customer's credit and financial standing, and to exchange credit experience with credit bureaus and other creditors that Urban Arborist believes Customer is or has done business with.

The Customer acknowledges that it has special skill and knowledge in the selection and use of the products to be purchased from Urban Arborist and expressly disclaims any reliance upon any statements or representations made or to be made by Urban Arborist for any direct, special or consequential damages that Customer may suffer.

If the Customer fails to pay pursuant to the terms of this agreement and Urban Arborist elects to take action to collect this Account, the Customer shall pay all costs incurred by Urban Arborist including, but not limited to: attorneys fees, collection agency fees, court costs, deposition and transcript costs, sheriff's fees, special process server fees, expert witness fees and bond costs. The Customer assigns as security for any indebtedness incurred or to be incurred to Urban Arborist under this account all of the Customer's presently owned and existing and hereafter acquired and arising: accounts, accounts receivable, contract rights, chattel paper, equipment, inventory and all proceeds of the foregoing Collateral. Customer waives any right to a jury trial and any right to file a counterclaim in any action to enforce this agreement.

The Customer authorizes any of its employees to sign delivery receipts for said products and agrees to be bound by all of the terms of said document. In the event the Customer directs Urban Arborist to deliver any products and the Customer does not have a representative present at time of delivery, the Customer authorizes Urban Arborist to leave the products at the designated place of delivery. Upon said deliver, the Customer is responsible for said products. Urban Arborist's use of a purchase order number is for the Customer's convenience and identification only. This agreement supersedes any inconsistent provision in any purchase order. Absence of a purchase order number shall not constitute grounds for non-payment of charges when the Customer has had possession, or the right to possession of the items charged.

If the Customer is not a corporation, or there is a change of ownership of the Customer's business entity, the principal owners will remain personally liable for any indebtedness incurred on the aforesaid account even if they later incorporate or sell the business, unless the Customer sends a written notice of said change in status by Certified Mail-Return Receipt Requested, to Urban Arborist. Personal liability shall continue for the account balance incurred before said notice is received.

Customer agrees to inspect all products immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket are the quantities delivered and (b) there are no visible defects in the products. The Customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the Customer gives Urban Arborist written notice by Certified Mail-Return Receipt Requested, within three (3) days of delivery, the Customer waives any claim he may have against Urban Arborist for any determinable deficiency or defect in said delivery or product and any objection he may have to the amount of the invoice.

The Customer shall indemnify and hold Urban Arborist harmless against any and all claims, demands, liabilities, losses, damages and injuries whatsoever kind or nature and all attorney's fees, costs and expenses relating to or in any way arising out of the ordering, acquisition, deliver, possession, use, loss, damage, destruction, return, surrender, sale or other disposition of the products purchased. This indemnity shall not be affected by any termination of this agreement with respect to said products.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this Credit Agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties. The invalidity of any portion of this agreement shall not be construed as a waiver thereof and shall not excuse Customer from strict performance. Time is of the essence of this agreement.