

Terms, Conditions of Sale, Freight & Returned Goods Policy

Estimates Unless otherwise noted, all estimates are valid for 90 days, and should be updated after this period. The quantities herein are estimates, and the purchaser is responsible to confirm and/or modify prior to order placement. Greenrise Technologies is not responsible for over or under ordering. Freight is estimated at the time of quotation, subject to revision at the time of delivery. *This estimate does not constitute an offer to sale. All pricing subject to change without notice.*

Payment 30 % materials deposit may be required. 50 % materials deposit for planter boxes is required. Balance to be paid by check or credit card prior to shipment. American Express, Mastercard, and Visa credit cards excepted. Credit card payments subject to 3 % service fee. Net terms are available on qualified accounts, based on prior credit approval.

Conditions of Sale This Estimate/Invoice is considered proprietary information and is not to be released without signed consent from Greenrise Technologies. We assume no liability (direct or indirect) for failure of the green roof due to high winds or extreme weather conditions, nor does Greenrise Technologies make any representations as to the long-term performance of the plants or systems where the above conditions exist.

Confirmations All orders over \$1,000 require a purchase order, signature on provided Estimate/Order Acknowledgement or written confirmation prior to processing. Order confirmations, expected shipping dates, and other critical information will be confirmed to an email address provided by the client.

Freight All freight quoted as delivered to site, no offloading or hoisting included. Freight quoted at current market rates, valid for 5 days. Final freight charges will be determined when materials ships and will be reflected accordingly on the Final Work Order. Rush orders subject to additional charges.

- a. Freight is estimated at the time of quotation for normal business hours Monday – Friday on a standard 53-foot truck and is subject to revision at the time of delivery. Truck access (53-foot trailer) needs to be available at the site and any street use or other permits, flagman, traffic control or police services are provided by others. Two hours are allotted for unloading the delivery truck(s). Demurrage fees are \$125 per hour or partial hour, per truck.
- b. Adequate, level workspace for off-loading material is present at the base of the building and equipment to unload the delivery truck will be provided by others.
- c. Any unusual freight requirements must be indicated for freight estimate to be valid. Requests for liftgate service, delivery appointments, driver assistance or other additional services must be made prior to shipping.
- d. A minimum of 2 weeks lead time is required to schedule delivery. Any requests to change the scheduled delivery date must be made at least 5 business days in advance of the existing date, or additional charges will apply.
- e. Weekend and off-hour deliveries can be accommodated but may incur delivery surcharges.
- f. Split shipments will typically increase the freight charges.
- g. Shipping dates are approximate and are based upon prompt receipt from Buyer of all necessary information, releases, and approvals. In no event will Greenrise Technologies be liable for damages of any kind arising out of delay or non-delivery, due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil or military authority, war, riots, fire, explosion, flood, strike, lockout, injunction, accident, breakage or machinery or apparatus, or inability to obtain fuel, power, raw materials, labor, containers or transportation facilities. Greenrise Technologies will coordinate and make every effort to notify the client of any delivery issues.
- h. Freight damage claims for shipping damages must be made against the carrier on all products shipped FOB shipping point. The customer must inspect all shipments for damage before signing for delivery. Damaged product must be noted on the bill of lading before the driver leaves and reported to Greenrise Technologies within 24 hours. If it isn't noted on the bill of lading, the freight carrier won't honor claims for damages.
- i. Shipments must be opened, and the contents inspected within 7 days from delivery. Typical package damage would include adhesive marks left on product from tape, foam wrap, rub marks, and the like. Green Roof Outfitters is not liable for packaging damage reported to the company after this period.

Returned Goods Policy materials may not be returned without prior approval from Greenrise Technologies. Any returns of the materials agreed to by Greenrise Technologies shall be made in accordance with the following procedures:

- a. **Freight:** The returning party will prepay freight back to Greenrise Technologies. Greenrise Technologies will determine return location based on item and quantity being returned.
- b. **Fees:**
 - i. 40 % of the returned materials costs as a restocking fee for pregrown modules
 - ii. 30 % of the returned materials costs as a restocking fee roll goods (drainage panels, root barrier, wind erosion, etc.)
 - iii. 35 % of the returned materials costs as a restocking fee for hard good (pedestals, shims, accessories, etc.)
 - iv. 35% of the returned materials costs as a restocking fee for standard color and size paver (concrete, porcelain, wood) and 55% for premium paver colors.
- c. **Modules:** Pregrown modules must have healthy plants and either be in the original wrapping and pallets, or re-palletized, stacks secured to pallets and tarped on flatbed (no tarp for box truck or refrigerated truck). No cut modules may be returned. Shipping must be direct shipping to go straight to return facility, and plants must arrive in healthy condition.
- d. **Roll Goods:** Only full rolls of roll goods (drainage panels, root barrier, accessories, etc.)
- e. **Restrictions:** No returns of growing media, edge metal, drainage boxes, planter boxes are allowed.
- f. **Custom Orders:** Products manufactured to order may not be returned.
- g. **Condition of Materials:** All returned materials are subject to inspection by Greenrise Technologies. Returned merchandise must in new or like-new condition. Credit for returned materials will be based on Greenrise Technologies inspection and acceptance of said materials.
- h. **Materials Rejected for Return:** A list of any rejected materials, which will not be credited, will be provided so that you may advise Greenrise Technologies regarding disposition of those materials. Rejected materials may be returned to you freight collect or may be picked up. Greenrise Technologies will hold the rejected materials for 7 business days from the date of return. If you fail to make arrangements for return of the rejected materials within those 30 days, Greenrise Technologies will dispose of the rejected materials. Customer agrees to assume responsibility to reimburse Greenrise Technologies for any disposal costs incurred by Greenrise Technologies.
- i. **Order Cancellations:** Cancellations of orders prior to delivery will result in either a 30 % charge or forfeit of the 30 % deposit paid by the customer at the time of order.