

ORDERING TERMS

SALES

Knox Horticulture (Knox Hort) is a leading wholesale supplier of young plants to growers throughout North America and the Western Hemisphere. All products and programs of Knox Hort are represented through leading brokerage companies. Please contact your preferred broker for pricing and booking your order. Brokers may email their orders to new.orders@knoxhort.com. Brokers may phone our Customer Care Team at 407.654.1972 Extension 1. A list of partner brokerages is found on our website at www.knoxhort.com/young-plants/our-brokers/

PRICING

All orders will be invoiced based on the price effective on the date the order ships. All pricing is Net to Broker - no broker commission included. All prices include royalty cost where applicable. All prices listed are per plug or per liner. Tray sizes offered and plant guarantees per tray are listed in the specific program release documents. All pricing is subject to change without notice.

Fuel and material surcharges may be applied as deemed necessary by Knox Hort to offset cost volatility in the transportation and raw materials marketplace.

EARNED VOLUME DISCOUNTS

Every customer of Knox Hort qualifies automatically for earned volume discounts. This calculation counts trays of young plants booked through all brokers from all Knox Hort programs. Actual trays shipped plus future trays committed to ship by calendar year are included. Invoice pricing is the higher earned volume level from either the current calendar year or the prior calendar year.

ASSIGNED VOLUME DISCOUNTS

Brokers may negotiate assigned volume discount levels by program for individual customers. Assigned volumes apply for orders booked through just that broker for the given customer, remain in effect until changed by Knox Hort management, and supersede earned volume levels.

QUOTED PRICING

Knox Hort supplies big box and other contract growers with our plugs and liners. Please contact us for quoted pricing.

ORDER MINIMUMS

Grow to order (sow/stick orders): 8 trays per ship date. Availability orders (at once orders): 4 trays per ship date. Orders below these minimums are subject to additional fee. Variety order minimums, when applicable, are listed in the specific program release documents.

CUSTOM ITEMS

In addition to our extensive published program list, Knox Hort offers custom sows and sticks in select situations. The order minimum for a custom sow of seed plugs is 4 trays per variety per ship date plus an agreement to take successfully grown buffer trays (potential 15-20% of total order). Custom seed mixes generally have a 15% price premium. The order minimum for a custom stick of veg liners is 4 trays per variety per ship date.

ORDER LEAD TIMES

Each of our programs provides guidelines on the lead time we require to book an order. Most are relatively straightforward, but as we source more from tissue culture, customers should be aware that most tissue culture labs require very long lead time, often 6 months or more.

ORDER CANCELLATIONS

Cancellations for Grow to order (sow/stick orders) are generally accepted up until 2 weeks prior to the production start date and may be longer when plant inputs cannot be cancelled without charge from Knox Hort's supplier partners. Broker is responsible for reselling any cancelled items that have been produced. Broker will be invoiced for any unsold items. Cancellations for Availability orders (at once orders) will be honored only if received within 24 hours of order placement.

We offer a number of items secured from tissue culture. Most tissue culture labs often require very long lead times, often 6 months or longer. **Once orders have been placed for these items, cancellation is usually not possible**, and brokers will be invoiced for all items cancelled.

TAGS

Tags are available through Knox Hort from MasterTag for items in our Perennials, Veg Annuals, Geraniums, and Garden Mums programs. Tags will be drop-shipped by MasterTag and billed as a separate line on our invoice. Tags must be ordered at the same time as the plant material. Late tag orders are subject to a \$30 fee.

CLAIMS

Customer satisfaction is the goal of all of us at Knox Hort. Please contact us immediately with any quality concerns or questions. Our growers are willing to work with you to ensure your satisfaction with our plugs and liners. Preliminary claim requests must be received with 24 hours for transit damage claims and 72 hours for plant quality claims. Photos in support of claims must be provided. Formal claims must be received within 21 days of shipment. Preliminary claims will be closed after 30 days. Email all documentation to claims@knoxhort.com.

FREIGHT ON BOARD (FOB) PRICING

All shipments are FOB Winter Garden, Florida. Freight cost is not included in the price of plugs or liners. Surcharges imposed by the freight carrier(s) will be prepaid and added to the invoice.

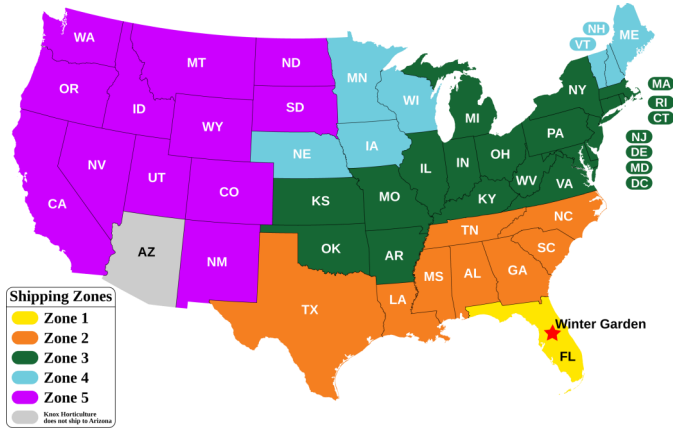
FREIGHT AND LOGISTICS TERMS

SHIPPING

Knox Hort has over 60 years of experience shipping plant material safely, securely, and economically to customers throughout the United States and the Western Hemisphere. Young plants are securely packaged using our custom shipping boxes and inserts for palletized LTL or loose box FedEx shipments. Large orders ship on rolling racks via temperature-controlled Knox Grower Truck or on CC Carts with third party temperature-controlled transporters. Actual shipment method for orders is determined weekly by Knox Hort based on order size, destination, and overall shipment volume.

FREIGHT CHARGES

Knox Hort charges a flat rate per tray type per zone for all standard delivery methods: Knox Grower Truck, FedEx Freight/Common Carrier/LTL, FedEx 2Day, and FedEx Ground. Brokers have the option to upgrade delivery method of orders below minimum size for additional charge pending schedule and space availability – please contact us for details.



SHIPMENT METHODS

Knox Grower Truck, FedEx Freight, FedEx 2Day, FedEx Ground, Common Carrier/LTL, Air Freight, Customer Pick-Up.

TRAYS PER BOX / RACK

Knox Hort’s boxes and racks fit the following trays. Individual orders may vary due to spacing required for height or width of particular trays of young plants. Trays ordered from Availability tend to require more spacing. Knox Hort strives to, but does not guarantee, that multiple orders of the same tray type in the same week will ship in the same box.

Type	Size	Per Box	Per Rack
Seed Plugs	288C	8	168
Seed Plugs	144C	8	168
Gerbera Plugs	144C	6	104
Seed Plugs	72C	4	88
Veg Liners	104C	4	42
Veg Liners	102C	6	88
Veg Liners	72C	4	88
Combo Liners	50C	6	88
Geranium Liners	104C	4	42
Poinsettia Liners	104C	2	42
TC Liners	72C	4	88
TC Foliage	36C	2	56
Garden Mums	51C	8	176

KNOX GROWER TRUCK

Knox Hort ships the majority of our young plants on our own 55F temperature-controlled Grower Trucks. Grower Truck delivery minimums are generally 40 trays for Zone 1, 1 rack for Zone 2, and 2-3 racks for Zone 3. Actual truck routing for individual orders is determined weekly based on availability and overall order volume and is not guaranteed. Brokers can reserve space for half or full truck load shipments – please contact us for details.

FEDEX FREIGHT / COMMON CARRIER / LTL

Orders with a minimum of 40 trays (20 trays for Poinsettias) generally ship via palletized LTL. Up to 20 boxes fit on each pallet. LTL shipments have 1-2 day service delivery and are not climate controlled. LTL shipments generally ship on Monday year-round, expanding to Tuesday or Wednesday during peak season or for winter temperatures – please see WINTER BOX SHIPMENTS for more information.

FEDEX 2DAY / FEDEX GROUND

Orders below 40 trays, or where LTL delivery transit is over 2 days, ship via loose box FedEx 2Day or FedEx Ground with 1-2 day service. FedEx loose box orders ship Monday through Wednesday weekly.

CUSTOMER PICK-UP

Available by appointment Tuesday through Thursday 8:00am to 3:30pm. There is no charge for Customer Pick-Up. Please note the purchase order if the customer will prefer the young plants boxed or transferred from our racks to theirs.

TRANSIT DAMAGE AND REPORTING

Customers should inspect boxes and young plants in the presence of a representative of the carrier. Please note any transit damage on shipping documents and/or bill of lading at the time of receipt and signature. Please see CLAIMS in ORDERING TERMS for more information.

DOMESTIC EXCLUSIONS

Knox Hort does not ship to addresses in the states of Arizona, Hawaii, or Alaska.

DOMESTIC AIR FREIGHT

Knox Hort will arrange Air Freight shipments upon Broker request from Orlando International Airport (MCO). Brokers may choose either Southwest or Delta as airlines. Freight charges will be billed to Broker’s air freight account. Knox Hort will arrange for air waybill on behalf of Broker. Broker is responsible for notifying customer of flight details. Fee to deliver to MCO is \$125. Order minimum for Air Freight shipments is 40 trays. Orders below this minimum are subject to a \$80 fee. Air Freight shipments are at customer risk; Knox Hort assumes no responsibility for transit delay or damage.

AIR FREIGHT TO PUERTO RICO AND THE U.S. VIRGIN ISLANDS

Knox Hort will arrange shipments to Puerto Rico and the U.S. Virgin Islands from Orlando International Airport (MCO). Brokers may choose either Southwest or Delta as airlines. Freight charges will be billed to Broker's air freight account. Knox Hort will arrange for air waybill on behalf of Broker. Broker is responsible for notifying customer of flight details. Order minimum is 40 trays. Orders below this minimum are subject to an \$80 fee. Shipments are at customer risk; Knox Hort assumes no responsibility for transit delay or damage.

FEES:

Providing Phytosanitary Certificate	\$110
Delivery to Orlando (MCO) Airport	\$125
Order Processing Fee	\$50

EXPORT – INTERNATIONAL AIR FREIGHT

Knox Hort may accept export orders for our plugs and liners to most countries in the Western Hemisphere. Broker is responsible for providing a Freight Forwarder to handle transit and providing to Knox Hort all required documentation including Import Permit and Commercial Invoice. Order minimum for Export shipments is 40 trays. Orders below this minimum are subject to an \$80 fee. Export shipments are at customer risk; Knox Hort assumes no responsibility for transit delay or damage.

FEES:

Any additional pesticide treatment	\$50
Providing Phytosanitary Certificate	\$110
Delivery to Freight Forwarder (No fee if order is picked up)	\$125
International Order Processing Fee	\$50

WINTER BOX SHIPMENTS

Knox Hort closely monitors conditions and temperatures at both the destination as well as transit hubs during winter. Impacted shipments with temperatures between 20F and 33F will ship using our winterized cold boxing for an additional fee per box. Impacted shipments with temperatures 19F and below will be delayed during the week to match warming trends when possible or will be held to ship the following week. Brokers may request shipments to proceed with temperatures 19F and below using our winterized cold boxing. Please note that any such requested shipments will be made at customer risk; Knox Hort assumes no responsibility for transit delay or damage.

LIMITATION OF LIABILITY

This document limits our liability, please read it.

Acceptance of product shipped by Knox Horticulture, ("SUPPLIER") constitutes acceptance of the following conditions of sale:

ALLOCATION OF RISK OF NONPERFORMANCE

Failure of plugs or liners to perform may occur as a result of environmental factors including cold temperatures, heat, excess moisture, drought, wind and hail, disease, pests, inadequate fertility or misapplication of pesticides. Young plants at times carry diseases which may not be apparent to the SUPPLIER, Buyer or User. All risks of nonperformance, reduced performance and/or crop damage due to these factors shall be assumed by the Buyer and User.

DISCLAIMER OF WARRANTY

SUPPLIER makes no other express warranty. SUPPLIER disclaims all implied warranties including any implied warranty of merchantability and any implied warranty of fitness for a particular purpose. To the extent permitted by State and Federal Law, all SUPPLIER's plants are sold AS IS.

EXCLUSIVE REMEDY

Buyer's and User's exclusive remedy and SUPPLIER's sole liability for loss or damage arising from purchase or use of SUPPLIER's plants shall be an amount equal to the price paid for the plugs or cuttings.

LIMITATION OF LIABILITY

Buyer or User may not recover any amount for incidental or consequential damages, including loss of profit, loss of yield and amounts expended in using or growing such plants, or for harvesting the produce of such plants. This limitation of liability shall be applicable to any claim presented to SUPPLIER whether the legal theory forming the basis for such a claim involves contract, tort, negligence, strict liability or otherwise. Buyer and User agree that if SUPPLIER refunds an amount equal to the price Buyer or User paid for SUPPLIER'S products, this limitation of liability will not have failed of its essential purpose.

IMPORTANT NOTICE REGARDING PLANT-BORNE DISEASES

Upon receipt of product, you may re-test samples of this material at an independent laboratory of your choice. If any positive test result is returned, you must notify us, in writing, within 3 business days. If we receive no written claims or complaints regarding the supplied material within two weeks of shipment you agree that SUPPLIER has performed its obligations under the contract. SUPPLIER shall not be liable in any way, directly or indirectly, for material that was not re-tested within the two-week period or if we were not informed of a positive test result within the 3 business day period.

FORCE MAJEURE

No Party shall be liable for any failure to perform its obligations to the contract to the extent that performance is delayed or prevented by any circumstances (except financial) reasonably beyond its control or as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, interruption or failure of electricity, telephone or internet service or unavailability of raw materials.