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**TERMS AND CONDITIONS**

The following Terms and Conditions form the contract between CSI/Geoturf, Inc. ("CSI") and Buyer and supplement the provisions contained on the face hereof.

1. Payment terms are net cash 30 days unless otherwise stated on the face hereof. A service charge 1.5% per month (18% per annum) thereafter will be charged on unpaid balance. Buyer shall pay all costs incurred by CSI in collecting any amount due, including actual attorney fees, court cost and a \$27.00 handling charge for any returned check. All bill's are dated the date of shipment and all prices, unless noted otherwise, are FOB CSI's warehouse.

2. CSI reserves the right to adjust prices accordingly if product(s) quantities purchased differ from estimated product(s) quantities quoted. Prices are valid for delivery to one location at one time unless stated otherwise.

3. Delivery dates are determined from the date of CSI's acknowledgement with Buyer and are estimates of approximate dates of delivery and are not a guarantee of a particular date of delivery. CSI shall not be liable for loss or damage of any kind resulting from delay or inability to deliver on account of fire, labor troubles, accident, inability to obtain materials or any other cause beyond control of CSI. Method and route of shipment are at CSI's discretion unless Buyer gives specific instructions.

4. In the event of an increase in the cost of labor or materials to CSI between the date of this acknowledgement and the date of release of shipment, CSI reserves the right to correspondingly increase the price to Buyer, without notice.

5. Any tax imposed by Federal, state or other governmental authority on the sale of the items referred to in this confirmation shall be paid by the Buyer, in addition to the purchase price. Should CSI pay any such taxes or assessments, Buyer shall reimburse CSI upon demand.

6. All materials delivered hereunder are expressly warranted to be in accordance with the warranty of the manufacturers thereof. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL WARRANTIES EXPRESSED OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE. Such warranty is limited to the replacement of the defective article or return of the purchase price. CSI shall not be liable for any labor, expenses, secondary or consequential damages resulting from defective articles.

7. No replacements for damaged material will be furnished after Buyer or his agent has receipted for same in good order. Carrier's agent or driver must verify damages or shortages, if any, and note same on the delivery form over his signature. All claims for defective materials, shortages or for any other shall be deemed waived and released by Buyer, unless made in writing within ten days after arrival of materials.

8. Orders for special goods or unusually large quantities of stock items cannot be cancelled nor can such goods be returned for credit. Transportation charges and a general handling charge of 20% will be deducted from such credit memoranda. When incurred, the costs of retesting and putting in good and salable condition will also be deducted.

9. These terms and conditions shall supersede any provisions, terms or conditions contained in any purchase order, confirmation or writing which Buyer, has given or may give, and CSI's rights shall be governed exclusively by the provisions hereof. This acknowledgement constitutes the entire contract between Buyer and CSI and may be modified only in writing signed by CSI. Upon failure to pay any sums to CSI when due, CSI may at its option, without prejudice to other lawful remedies, suspend shipments under this or any other contract with Buyer until such failure to pay is remedied.