

# Natural Beauty Growers, LLC

## Plug Program 2022

[www.natbeauty.com](http://www.natbeauty.com)



1-800-657-0745 [www.carlinsales.com](http://www.carlinsales.com)

All terms, and policies stated in this proposal supersede any prior published information by Carlin Sales Corporation/ProGreen Plus and/or its representatives for the following programs.

<b>Program Effective:</b>	November 28th 2021 - July 2nd 2022
<b>Pricing:</b>	Carlin Sales Corporation establishes all published pricing on its products to its customers. For large orders, please see your Carlin Sales Representative for a custom quote. All stated prices are for plant product only unless otherwise noted on specific price documents. All pricing and terms are subject to change without notice. In the event of rising fuel costs, an energy surcharge may be applied. Freight prepaid and added to invoice. Orders placed after January 1st, 2022 subject to list pricing.
<b>Order Minimums:</b>	Vendor minimum of 9 trays (72, 84 and 144 trays) or 8 trays (40, 288 and 512 trays). Tray sizes with like multiples (288 & 512 plug trays) can be combined to achieve the minimum of 8 trays per order. Carlin Sales requires a minimum of \$500 in plant material in order to pre-book.
<b>Freight Charges:</b>	Freight is based on the method of shipment and the number of trays per shipment and charges are subject to change.
<b>Truck Delivery:</b>	There is a minimum of 168 trays per order for cart delivery via Natural Beauty Growers, LLC delivery truck.
<b>PlugDays:</b>	Customers can arrange to pick up their orders at Carlin Sales Corporation on the designated PlugDays. See our PlugDays Schedule for dates. If customers arrange to pick up their orders at Carlin Sales on a specific PlugDays, they must pick them up on that day. Carlin Sales Corporation/Natural Beauty Growers, LLC will not be responsible for any damages or plug loss if the customer does not pick up their order on the specified date. If customers do not pick up their orders at Carlin Sales on the specific PlugDays, the orders will not be considered cancelled. The customer will be liable for all costs associated with the order and disposal of the product.
<b>Order Requirements:</b>	Order Lead-time - Orders will be accepted until 12:00 Noon CST on Monday for a given ship week. Production Lead-times: 12:00 Noon CST - 6 days prior to the start of sowing for any given production week. Vendor starts sowing on the Wednesday prior of the production week. Full Lead Time is 10 days prior to the Monday of a sow week. Orders accepted by Natural Beauty Growers, LLC - after this lead-time will be subject to availability. Acknowledgements will be sent to the customer for each order. Customers should look over the acknowledgements and report any discrepancies to Carlin Sales Corporation. Carlin Sales Corporation/Natural Beauty Growers, LLC are not responsible for an error that is shipped as acknowledged.
<b>Custom Varieties:</b>	Custom variety is defined as any variety not published in Natural Beauty Growers, LLC's Variety Listing. Custom varieties are available for spring for the following tray sizes: 40, 144, 288 & 512. The minimum order for custom varieties is Three (3) trays per variety. Custom varieties require special pricing; please call to request a quote. Special Quote items are subject to supplier approval. Natural Beauty Growers, LLC will not make any guarantee as to plug count on a custom variety and will invoice the customer/broker for the full price of the tray regardless of the plug count in the tray.
<b>Order Cancellation Policy:</b>	An accepted order for products may not be canceled by customer once production has started without vendor's written consent. In the event Natural Beauty Growers, LLC consents to the cancelation of an accepted order, or part of an accepted order, customer shall be liable for the cost of any products that Natural Beauty Growers, LLC is unable to sell to a third-party. Further, any additional costs incurred by Natural Beauty Growers, LLC to cancel orders within 3 days prior to shipment will be the responsibility of the customer/broker. Due to the nature of the product, there may be instances where Natural Beauty Growers, LLC cannot ship an order in its entirety. Natural Beauty Growers, LLC will notify customer/broker of any instances where an acknowledged order or commitment cannot be filled in its entirety. In the event Natural Beauty Growers, LLC has to ship product before or after specified ship date by the customer/broker, Natural Beauty Growers, LLC will be responsible for shipping the product at a transportation cost equal to the original quote to the customer/broker. Natural Beauty Growers, LLC will not be responsible for additional cost associated with replacement orders to fill prior shortages that are not production related.
<b>Transportation:</b>	Natural Beauty Growers, LLC accepts responsibility for transportation of product to the customers' place of business under applicable terms and prices stated in the Transportation section of this program. Natural Beauty Growers, LLC assumes the right to transport the product by any means necessary in order to ensure order fulfillment. In the event a customer demands a particular mode of transportation as part of their order, Natural Beauty Growers, LLC reserves the right not to accept the order.

<b>Payment Terms:</b>	COD customers must pre-pay for their order in full at the time the order is placed with Carlin Sales Corporation. Any additional trays added to an existing order will be paid at the time of add on. A final payment to reconcile any unshipped product, packing and boxing charges, and freight will follow after the product has been shipped. Payment must be made to Carlin Sales Corporation. A carrying charge of 1½% (18% annual rate) will be added from the date of invoice to all past due balances.
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<b>Limited Product Warranty:</b>	<p>Carlin Sales Corporation/Natural Beauty Growers, LLC warrants to the original Customer ("Customer") that, as of the date of delivery, the plant materials and/or other products sold under this Terms of Sale (Collectively, the "Products" ) shall be as described on the containers or in Natural Beauty Growers, LLC's literature for such Products, and within tolerances generally recognized within the industry (the foregoing shall be collectively referred to in these Terms of Sales as the "Limited Warranty"). Customer acknowledges and agrees that tolerances must be made for differences in Product appearance and performance from those reflected on containers, labels, or literature, due to geographic locations or growing conditions. Customer should investigate whether differences may be expected in the areas where Customer will use or re-sell the Products. Provided that Customer notifies Carlin Sales Corporation/Natural Beauty Growers, LLC of a warranty claim no later than within five (5) business days after delivery of the products, Carlin Sales Corporation/Natural Beauty Growers, LLC's sole obligation, and Customer's exclusive remedy, for any breach of this Limited Warranty shall be for Carlin Sales Corporation/Natural Beauty Growers, LLC to reimburse to Customer the purchase price actually paid by customer to Carlin Sales Corporation/Natural Beauty Growers, LLC for such Products. The following items are NOT covered under the Limited Warranty:</p> <ul style="list-style-type: none"> <li>a.) Damage or loss resulting from or caused by the Customer's or any of its customers' growing conditions</li> <li>b.) Damage or loss resulting from or caused by improper handling or storage, improper use, abuse or neglect of the Products sold under these Terms of Sale</li> <li>c.) Acts of God, accidents or any other causes beyond Carlin Sales Corporation/Natural Beauty Growers, LLC's reasonable control</li> <li>d.) Damage or loss resulting from or caused by Customer's failure to notify Carlin Sales Corporation/Natural Beauty Growers, LLC of any defects or non-conformities with the Products within five (5) business days after delivery of such Products</li> </ul> <p>The Limited Warranty set forth above is non-transferable. In the event of resale of the Products by Customer, Carlin Sales Corporation/Natural Beauty Growers, LLC does not adopt or ratify any warranties, expressed or implied, that may be made or extended by Customer to its customers and Carlin Sales Corporation/Natural Beauty Growers, LLC shall have no liability thereunder. Customer shall defend, indemnify, and hold Carlin Sales Corporation/Natural Beauty Growers, LLC harmless from and against any liability of any kind to any person or entity whatsoever arising out of any warranty, expressed or implied, made by Customer in connection with any resale of any of the Products. Except as set forth above in the limited warranty, Carlin Sales Corporation / Natural Beauty Growers, LLC hereby disclaims all expressed or implied representations or warranties regarding the products sold under these terms of sale, including, without limitation, any and all implied warranties of merchantability or fitness for a particular purpose. No Warranty is made which extends beyond that which is expressly contained in this paragraph.</p>
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<b>Limitation of Liability:</b>	Notwithstanding anything in these terms of sale to the contrary, in no event shall Carlin Sales Corporation / Natural Beauty Growers, LLC or any of its affiliates or subsidiaries be liable to customer or any of its parent companies, affiliates or subsidiaries for any indirect, incidental, special, punitive or consequential damages (including lost profits or revenue), whether in an action in contract, tort or otherwise, even if Carlin Sales Corporation / Natural Beauty Growers, LLC has been specifically advised of the possibilities of such damages. Carlin Sales Corporation / Natural Beauty Growers, LLC cumulative liability for all claims, causes of action, damages, losses or expenses relating in any manner to the products or these terms of sale, regardless of the type or nature of the action, shall be limited to customer's direct actual damages not exceeding the amount actually paid to Carlin Sales Corporation / Natural Beauty Growers, LLC by the customer for the products which are the subject of the applicable claim (including, without limitation, any claim that products sold under there terms of sale are subject to or suffer from any plant virus or diseases). Carlin Sales Corporation / Natural Beauty Growers, LLC has relied on the foregoing limitations and customer expressly acknowledges that this provision is essential in the establishment of the pricing of the plant materials and products. The limitation on, and exclusions from, liability set forth in this section shall apply to the maximum extent permitted by applicable law.
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<b>Applicable Law:</b>	These terms of sale shall be governed by, and enforced in accordance with, the laws of the state of Wisconsin, and any suit or action enforcing these terms of sale shall be brought and adjudicated exclusively in the court of general jurisdiction for Brown County, Wisconsin.
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<b>Credits:</b>	Preliminary claim must be submitted to Carlin Sales within 5 days of product receipt. Final claim must include pictures, variety, quantity claimed and if a credit or replacement is preferred. Any claim over \$500.00 requires the physical inspection of the product by a Carlin Sales representative.
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<b>Delays in Delivery:</b>	Carlin Sales Corporation/Natural Beauty Growers, LLC shall not be responsible for loss or damage caused by delays in delivery from weather, strikes, acts of war, fire, casualty, inability to obtain materials, or other causes beyond our control.
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