

ALTERNATIVE HEATING OF NORTH AMERICA™
Distributors of Alternative Heating Products
1598 County Highway 16 Burlington Flats, NY 13315 (607) 965-8101

2009 DEALER PURCHASE AGREEMENT

In order to purchase from Grow & Bloom™, Inc. DBA Alternative Heating of North America™, I hereby understand and agree that the terms and conditions of the account are as follows:

- a) Orders will be invoiced at the time of shipment
- b) Payment terms are before shipment.
Payment must be received within 10 days from the date of invoice.
A service charge will be charged on all invoices that are 30 days overdue and interest at the rate of 1.5%, per month. (18% per annum). Payment terms may be changed at the discretion of Alternative Heating of North America™.
- c) Customers may pay in one of the following methods: Cash, Cashier's Check, money order, Wire Transfer, Verifiable Company Check or COD. All Applicable fees for a wire or COD are the responsibility of the Customer. Additionally all wire transfer costs associated with an incoming wire to the Bank Account of Alternative Heating of North America™ will be added to the transaction. (This fee is currently at \$20 per incoming wire).
- d) All Sales are final. No merchandise may be returned without prior written authorization. In the event, an exception is made and a return is authorized, it is subject to a 25% re-stocking fee. Additionally, items must be un-used and in their original packaging.
- e) All return checks are subject to a USD \$35.00 Service Fee.

If any invoice on my account exceeds 60 days from the date of invoice, I/We understand that all said invoices might be turned over to collection.

If it is necessary for Alternative Heating of North America™ to engage in legal counsel or employ collectors to satisfy billings, I/We agree to pay, in addition to my outstanding balance, all legal fees and/or collection agency fees, service charges and court costs.

This agreement shall be construed to have been executed in Otsego County, New York, and shall be in accordance with, and shall be governed by the laws of the State of New York. All disputes arising hereunder shall be subject to the laws of the State of New York, venue for any Mandatory Arbitration shall be in the courts of Otsego County, and suit shall be brought in Otsego County, New York.

This agreement shall be terminated at any time by either party, but shall apply to any outstanding balances existing at termination and legal fees and/or collection agency fees, service charges and court costs incurred in collection outstanding balances.

No Representation or Warranties: Other than the terms herein, there are no representations or warranties by Seller and Seller disclaims any warranties as to fitness or purpose. Dealer acknowledges responsibility for all measurements, calculations of sizing and for proper installation of the equipment. All manufacturer warranties shall be transferred to Dealer by Seller but nothing herein shall be construed as providing any warranties beyond the terms of said warranties.

Limitation on Liability: Seller's liability is limited to no more than the price paid for any products plus direct costs. No consequential or punitive damages may be awardable against the Seller.

I/We authorize you to investigate my credit record and to report to proper persons and bureaus my credit history. I personally guarantee payment in full of the account for the company listed on this application. All information and representations in this account application are correct and I understand that payment in full is required in accordance with terms. This guarantee is continuing and irrevocable while there is any unpaid balance due to the account.

NOTICE TO BUYER

1. Do not sign before reading
2. You are entitled to an exact copy of the Contract you sign.
3. Incomplete or unsigned applications cannot be processed.

SELLER: Grow & Bloom™, Inc.
DBA Alternative Heating of
North America™
1598 County Highway 16
Burlington Flats, NY 13315

I/We hereby understand and agree to the terms and conditions above.

Date _____

Signature _____ Title _____
Officer/Owner/Spouse

Signature _____ Title _____
Officer/Owner/Spouse

Signature _____ Title _____
Officer/Owner/Spouse

(Two signatures are required if the business is a corporation, or in ownership with a spouse or more than one person. Please provide evidence of the partnership agreement, corporation's articles of Incorporation or evidence of sole proprietorship with this signed agreement)

Signature of
Witness _____
Witness

Date _____