

# TERMS AND CONDITIONS OF SALE

**1. THESE TERMS AND CONDITIONS OF SALE (THE “TERMS”) CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. BY PLACING AN ORDER FOR PRODUCTS FROM THIS SITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THESE TERMS. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF A COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH COMPANY TO THESE TERMS.**

These Terms apply to the purchase of products sold by Winfield Solutions, LLC (referred to as "us", "we", or "our" as the context may require) through WinFieldUnitedPro.com (the "**Site**"). You should review these Terms prior to purchasing any products that are available through this Site.

2. Order Acceptance and Rejection. You agree that your order is an offer to buy, under these Terms, all products listed in your order. All orders must be accepted by us or we will not be obligated to sell the products to you. We may choose to reject orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered. For example, your use of some of the products on this Site may be restricted by territory or region. Where the street address provided by you for shipment of a product is outside of the permissible territory or region, we will reject the order. Further, some of the products on this Site require that you possess a pest control operator number. If your pest control operator number is required for a product and you fail to provide it, we will reject the order.

3. Prices and Payment Terms.

(a) All prices, discounts, and promotions posted on this Site are subject to change without notice. The price charged for a product will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your order total, and will be itemized in your shopping cart and in your order confirmation email.

(b) We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

(c) We may offer from time to time promotions on the Site that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms and conditions will govern.

(d) Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us upon shipment of an order. You represent and

warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your order.

4. Shipments; Title and Risk of Loss.

(a) We will arrange for shipment of the products to you. A full street address is required for all shipments; P.O. Boxes will not be accepted. Please verify the street address prior to completing your order. A charge may be assessed for any shipments which require rerouting to a different street address. Please also note that we do not ship on weekends or holidays.

(b) Please check the individual product page for specific shipment options. You will pay all shipping and handling charges specified during the ordering process.

(c) Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. Some products require lead times. Products requiring lead times have notices in their product information area. We are not liable for any delays in shipments.

5. Order Cancellations and Product Returns.

(a) Except as set forth in Sections 5(b) and 5(c) below, we do not accept any order cancellations or product returns.

(b) We try to ship the products included in your order. If, however, we ship a different product in error, we will ship the correct product in exchange for your return of the product shipped in error, provided such return is made within fifteen (15) days of delivery with valid proof of purchase and provided such products are returned in their original condition. To return products shipped in error, you must call 940-766-0164 or email WinProCustomerService@landolakes.com before shipping the product. Upon our receipt and confirmation of the product shipped in error, we will reimburse the original shipping costs along with the shipping costs incurred by you in returning the product shipped in error. You, however, bear the risk of loss during shipment.

(c) We also try to ensure that all products on the Site are in stock, but some products may be out of stock at the time of your order. If any products are out of stock, we will provide you with a notification that shipment of the out of stock products is delayed. For any portion of your order that is delayed for this reason, you will be given an opportunity to cancel. If you elect not to cancel the delayed portion of your order, we will provide you with a notification when the delayed portion of your order has been shipped.

(d) For defective products, please refer to the manufacturer's warranty (see Section 6 below) included with the product or as detailed in the product's description on our Site.

6. Manufacturer's Warranty and Disclaimers. The products offered on our Site are covered by the manufacturer's warranty as detailed in the product description included with the product.

To obtain warranty service for defective products, please follow the instructions included in the manufacturer's warranty. Please note that we do not provide any warranties with respect to the products offered on our Site for which we are not the manufacturer. If we are the manufacturer, the warranties we provide are limited to those detailed in the product description on our Site or included with the product.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL PRODUCTS OFFERED ON THIS SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.**

7. Limitation of Liability. **IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. OUR LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS YOU HAVE ORDERED THROUGH OUR SITE.**

8. Goods Not for Export. You represent and warrant that all purchases are intended for final delivery to locations within the US.

9. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

10. Governing Law and Jurisdiction. These Terms are governed by and construed with Minnesota law. Any disputes arising out of or relating to these Terms shall be venued in state or federal court in Minnesota. You consent to personal jurisdiction of the courts of Minnesota and waive any claim that venue in such courts is inconvenient or improper.

11. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 11 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

12. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision.

13. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

14. Notices.

(a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) To Us. To give us notice under these Terms, you must contact us as follows by personal delivery, overnight courier, or registered or certified mail to Winfield Solutions, LLC, Attn: Law Department, 1080 County Road F West, Shoreview, MN 55126. We may update the address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by registered or certified mail will be effective three business days after they are sent.

15. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

16. Entire Agreement. These Terms, will be deemed the final and integrated agreement between you and us for the purchase of products on the Site.