

**Next Generation Construction & Environmental LLC**

14313 Mead St.

Longmont, CO 80504

e.gordon@ng-construction.com

Ng-construction.com

Invoice


Phone # 970-535-4628

Date	Invoice #
11/17/2016	10444

Bill To

Apex Companies, LLC
Brad Kieding
P.O.Box 834
Mead, CO 80542-0834

Work Order #	Terms	Project
	Net 15	

Date					
			Field Ticket 1116-002		
11/15/2016	Laborer	1	Bid for spreading manure and seeding site	3,580.00	3,580.00
11/15/2016	Re-billable	1	Seed from granite seed invoice number 3-28217=\$200.22	200.22	200.22
Approved - Please Pay					
					
Apex Project# 125.1610.01					
				Total	\$3,780.22

Integrity, Teamwork and Safety

granite SEED

PACKING SLIP

and erosion control

Invoice Number: **3-28217**

490 East 76th Ave., Unit A
 Denver, Colorado 80229
 Toll Free (888) 577-5650
 Fax (888) 695-5450

Project: Smooth Brome

Sold To:
 Apex Companies LLC
 Lynn Duran
 1746 Cole Boulevard
 Building 21 Suite 265
 Lakewood, Co 80401

Will Call:
 Apex Companies LLC

Terms: Cash	Customer P.O.	Ordered By: Josh	Phone Number:	
Shipper: Will Call	Freight: Prepaid/Collect	FOB:	Sales Rep:	Date Shipped:

Bulk #	Description	Variety	Certification	Lot Number
*** SEPARATE ITEMS ***				
50.00	Bromegrass, Smooth	Manchar	certified	15109-1

Notes:

Received By: Date: 11 / 03 / 16

PACKING SLIP
 Invoice will be sent separately

Amount Due: 200.22

Paid

Please read the reverse side of this form carefully. The terms and conditions of sale set forth on both sides of this form constitute the entire agreement between Seller and Buyer. All purchases of products by Buyer shall be governed and subject to the terms and conditions of sale set forth on the reverse side hereof, as in effect from time to time, and nothing contained in any product order of buyer shall in any way modify such terms and conditions of sale or add any additional terms and conditions unless agreed upon in writing by a corporate officer of Granite Seed. Any additional or inconsistent terms and conditions of any product order of Buyer shall be deemed stricken from such order and each product order shall be deemed to incorporate all of these terms and conditions of sale. Acceptance by Buyer of these terms and conditions is acknowledged by either (1) Buyer's signature set forth herein, or (2) receipt by Buyer of delivery of the products described herein and failure by Buyer to return such products within five (5) days following such delivery.

TERMS AND CONDITIONS OF SALE

All sales made by Granite Seed ("Seller") are made on the following terms and conditions of sale:

1. Prices and Taxes

Prices are exclusive of all federal, state and local taxes, fees or charges now in force or enacted in the future. Any such taxes, fees or charges imposed by any governmental authority on, or measured by, the transaction between Seller and Buyer will be paid by the Buyer in addition to the prices quoted or invoiced. In the event that Seller is required to pay any such taxes, fees or charges at the time of sale or thereafter, Buyer will reimburse Seller therefore.

2. Delivery

a) Delivery will be made F.O.B. Seller's plant Denver, Colorado, unless otherwise specified. The time of delivery is the time the products to be delivered are picked up by the carrier.

b) Title to the products will pass to Buyer upon delivery of the products by Seller to carrier (F.O.B. Denver, Colorado), and upon that delivery Buyer will be responsible for and bear the entire risk of loss thereof or damage thereto.

3. Shipment

In the absence of specific shipping instructions, Seller will ship the products by the method it deems most advantageous. Transportation charges will be collected on delivery or, if prepaid, will be subsequently invoiced to Buyer. Unless otherwise indicated, Buyer is obligated to obtain insurance against damage to the products being shipped. Unless otherwise specified, the products will be shipped in standard commercial packaging. When special or export packaging is required or, in the opinion of Seller, required under the circumstances, the cost of the same, if not set forth on the invoice, will be separately invoiced.

4. Security Interest

Seller reserves a purchase money security interest in products sold and the proceeds therefrom in the amount of the purchase price thereof. In the event of default by Buyer in any of its obligations to Seller, Seller will have the right to repossess the products sold hereunder without liability to Buyer. Security interest(s) granted herein will be satisfied by payment in full of the purchase price by Buyer. Buyer agrees that a copy of the invoice utilized in connection with the purchase of products may be filed with appropriate authorities at any time as a financing statement and/or chattel mortgage to perfect Seller's security interest in the products sold. On request of Seller, Buyer agrees to execute financing statements and other instruments that Seller may request to perfect or protect Seller's security interest in the products sold.

5. Invoices and Terms of Payment

a) Seller will invoice Buyer for the purchase price of products sold to Buyer by Seller (which invoice may also reflect charges for freight, handling, taxes and other amounts payable to Seller by Buyer hereunder) concurrently with or immediately after the date of shipment.

b) Payment terms are net thirty (30) days, unless otherwise specified. Accounts 30 days past due will be subject to a monthly charge at the rate of one and one-half percent (1.5%) per month to cover the costs of servicing such accounts.

c) At Seller's discretion, orders from customers with invoices that are sixty (60) days overdue (i.e. not paid within 60 days of the invoice date) will be accepted only on a C.O.D. or cash-with-order basis until credit is reestablished to Seller's satisfaction.

d) Buyer shall pay all of Seller's costs and expenses (including reasonable attorney's fees) to enforce or preserve Seller's rights hereunder.

6. Proprietary Rights and Confidentiality

a) Portions of the products supplied and accompanying product brochures and materials are proprietary to Seller. Seller retains for itself all proprietary rights in and to all designs, technical information and data pertaining to any products sold and product brochures and materials provided except where rights are assigned under separate written agreement signed by a corporate officer of Seller. No proprietary information or data of Seller shall be reproduced or disclosed to others without Seller's prior written consent.

b) Confidentiality. Buyer acknowledges that, by reason of its relationship to Seller hereunder, it will have access to certain

information and materials concerning Seller's business, business plans, customers, technology and products that are confidential and of substantial value to Seller which value would be impaired if such information were disclosed to third parties. Buyer agrees that it will not use in any way for its own account or the account of an third party, nor disclose to any third party, any such confidential information revealed to it by Seller. Buyer shall take every reasonable precaution to protect the confidentiality of such information.

7. Limited Warranty

a) Subject to subsections (b) and (c) below, Seller warrants that the products sold meet Seller's written specifications and labeling therefor when shipped, within recognized industry tolerances. This warranty is contingent upon proper handling and use of the products in the applications for which they were intended. **Buyer shall not make or pass on to others any warranty or representation on behalf of Seller other than or inconsistent with the limited warranty referenced above.**

b) **Except for the express limited warranty referenced above, seller grants no other warranties, express or implied, regarding the products sold hereunder, their fitness for any purpose, their quality, their merchantability, or otherwise. Seller does not make to Buyer or any customer of Buyer by virtue hereof or any product order, and hereby expressly disclaims any other representation or warranty of any kind with respect to the products.**

c) Seller will not be liable for any loss, damages or penalty resulting from delay in delivery when such delay is due to causes beyond the reasonable control of Seller, including but not limited to supplier delay, transportation disruption, force majeure, act of God, labor unrest, fire, explosion or earthquake. In any such event, the delivery date will be deemed extended for a period equal to the delay. **Seller's liability under the limited warranty set forth herein shall be limited to the replacement of the products not meeting the standards of the limited warranty, or, at the election of Seller, a refund of the purchase price of the defective products. In no event shall Seller be liable for the cost of the procurement of substitute products by Buyer or any Customer, or for any special, consequential or incidental damages for breach of warranty. This exclusion includes any liability that may arise out of Third-party claims against Buyer. The essential purpose of the provision is to limit the potential liability of Seller arising out of the sale of this product to Buyer.**

8. Substitutions and Modifications

Seller will have the right to make substitutions and modifications in the specifications of products sold by Seller, provided that such substitutions or modifications will materially affect overall product performance.

9. Change Orders

Buyer may utilize written change orders without penalty for orders that have not yet been accepted by Seller. For orders that have been accepted by Seller but have not yet been shipped, Buyer may utilize written change orders subject to the following conditions:

a) Buyer may not cancel orders for custom seed mix products after such products have been prepared by Seller and are ready for shipment.

b) Buyer shall pay Seller a restocking fee equal to twenty percent (20%) of the purchase price of the products on all orders returned for credit or refund, or cancelled or delayed by Buyer later than three (3) days prior to shipping date. Seller reserves the right to refuse acceptance of any materials returned for credit or a refund.

10. Rejection of Goods

a) Buyer shall inspect all products promptly upon receipt thereof and may reject any products that fail in any material way to meet the specifications set forth in Seller's current labeling therefore. Any products not properly rejected within five (5) days of receipt by Buyer shall be deemed accepted.

b) If during such five (5) day period Buyer finds any damage to the products purchased, Buyer shall be responsible for obtaining the necessary verification from the carrier's agent and on filing a claim therewith in accordance with such carrier's procedures. If Buyer finds a short count, or products

are shipped via Seller's carrier (not common carrier), Buyer shall file a claim with Seller, accompanied by documentation substantiating such claim, within five (5) days after receipt of shipment. Claims lacking proper documentation or not timely submitted will not be honored.

c) After such five (5) day period, Buyer may not return products to Seller for any reason without Seller's prior written consent. For any products for which Seller gives such consent, Seller shall charge Buyer a restocking fee equal to twenty percent (20%) of the purchase price previously paid to Buyer's account. Buyer shall be responsible for all shipping charges.

11. Bankruptcy

If Buyer (i) becomes bankrupt or insolvent, (ii) compounds with its creditors, (iii) commences to be wound up or dissolved, or (iv) suffers a receiver to be appointed, Seller will be at liberty by notice in writing to cancel its agreement with Buyer without judicial intervention or declaration of default of Buyer and without prejudice to any right or remedy which may have accrued or may accrue thereafter to Seller.

12. Buyer's Indemnity Regarding Third Party Claims

Except as otherwise expressly provided herein, Buyer shall be responsible for any and all losses or damages arising out of or incurred in connection with the use of the products by Buyer or any third party or other related business activity. Buyer agrees to indemnify and hold Seller harmless from and with respect to any such loss or damage (including, without limitation, attorneys' fees and costs).

13. Entire Agreement

a) The terms and conditions set forth herein constitute the entire agreement between Seller and Buyer.

b) This agreement may not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing not made a part hereof by its express terms.

c) Buyer hereby acknowledges that it has not entered into this agreement in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth herein.

14. Waiver

The failure by seller to enforce at any time any of the provisions of this agreement, to exercise any election or option provided herein, or to require at any time the performance by Buyer of any of the provisions herein will not in any way be construed as a waiver of such provisions.

15. Authority

Buyer represents that the person whose signature is set forth herein on behalf of Buyer is duly authorized and empowered by Buyer to enter into this agreement and to accept the terms and conditions contained herein on its behalf.

16. Errors

Stenographic and clerical errors in sales made under this agreement are subject to correction.

17. Applicable Law

This agreement will be governed by the laws of the State of Colorado applicable to contracts entered into and to be performed entirely within such State.

18. Jurisdiction and Venue

The Colorado state courts of the County of Denver, Colorado (or, if there is exclusive federal jurisdiction, the United States District Court for the District of Colorado) will have exclusive jurisdiction and venue over any dispute arising out of this agreement, and Buyer hereby consents to the jurisdiction and venue of such courts.

19. Attorney's Fees

Reasonable attorneys' fees and costs will be awarded to the prevailing party in the event of litigation involving the enforcement or interpretation of this agreement.