INVOICE

Invoice Date:
06-Dec-24

Invoice Number:
11-14399

(please show this number on all payments)

Project: Malibu

PO Box 1275
Carpinteria, CA 93014
Office: 805.684.0436
Fax: 805.684.2798

Sold To:
City of Malibu
(310) 456-2489
23825 Stuart Ranch Road
Malibu, CA 90265

Ship To:
City of Malibu
(310) 456-2489
23825 Stuart Ranch Road
Malibu, CA 90265

Terms:		**Customer P.O.**	**Ordered By:**	**Phone Number:**
Net 30			Chris Orosz	310 456-2489
Shipper:	**Freight:** **Prepaid/Collect**	**FOB:**	**Sales Rep:**	**Date Shipped:**
UPS	Prepaid	Origin	Zachary Kucinski	06-Dec-24

Quantity Shipped Bulk	Lot Num	Description	Price	Total
***** MIX # 289341 NEW MIX *****				
0.50	A6750	Asclepias fascicularis - VNS	$ 240.00 / Bulk #	$ 120.00
10.00	T3568	Eschscholzia californica - VNS	$ 25.00 / Bulk #	$ 250.00
2.00	R1815	Lupinus bicolor - VNS - uncertified	$ 45.00 / Bulk #	$ 90.00
0.50	S7602	Lupinus hirsutissimus - VNS	$ 120.00 / Bulk #	$ 60.00
4.00	S2113	Lupinus succulentus - VNS - uncertified	$ 36.00 / Bulk #	$ 144.00
0.50	S2281-R1	Phacelia cicutaria - VNS	$ 120.00 / Bulk #	$ 60.00
0.50	Q6245	Phacelia distans - VNS	$ 120.00 / Bulk #	$ 60.00
0.50	P5780	Phacelia minor - VNS	$ 120.00 / Bulk #	$ 60.00
0.50	A6736	Plantago erecta - VNS	$ 48.00 / Bulk #	$ 24.00
0.50	A6693	Lasthenia californica - VNS	$ 75.00 / Bulk #	$ 37.50
0.50	A8090	Phacelia parryi - VNS - uncertified	$ 120.00 / Bulk #	$ 60.00
20.00		**MIX SUBTOTAL 20 Bulk # @ 48.2750 Per Bulk #:**		**$ 965.50**
***** SEPARATE ITEMS *****				
20.00	B3084	INNOCULANT - AM 120 - uncertified	$ 10.00 / Lb	$ 200.00
20.00				

Notes: PAID IN FULL

Subtotal:	**1,165.50**
Freight:	**46.48**
Sales Tax:	**116.55**
GRAND TOTAL:	**$ 1,328.53**

PLEASE PAY PER THIS INVOICE. NO STATEMENT WILL BE SENT.

TERMS AND CONDITIONS OF SALE

All sales made by Environmental Seed Producers ("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 bepaid 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 Carpinteria, California unless otherwise specified. The time ofdelivery is the time the products to be delivered are picked upby the carrier
b) Title to the products willpass to Buyer upon delivery ofthe products by Seller to carrier (F.O.B. Carpinteria, California) and upon that delivery Buyer will be responsible for and bear the entire risk of loss thereof or damage thereto.

3. Shipment

In theabsence of specific shipping instructions Seller will ship the products by the method 1tdeems 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 standardcommercial packaging. When special or export packaging isrequired 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 purchaseprice 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'ssecurity interest in the products sold. On request of Seller Buyer agrees to execute financing statements and other instruments that Seller may request to perfector 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 chargesfor freight handling, taxes and other amounts payable to Sellerby Buyer hereunder) concurrently with or immediately after the dateof shipment
b) Payment terms are net thirty (30) days. unless otherwise specified. Accounts 30days past due will be subject toa 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 overdue11.e. nonpaid 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'ssatisfaction.
d) Buyer shall pay all of Seller's costs and expenses (includingreasonable 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 bereproduced or disclosed to others without Seller's prior written consent
b) Confidentiality. Buyer acknowledges that by reason of its relationship to Seller hereunder. it willhaveaccess 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 merchant ability, or otherwise. Seller does not make to Buyer or **any customer of Buyer by virtue hereof or any productorder, and hereby expressly disclaims any other representation or warranty of any kind with respect tothe products.**
c) Seller will not be liable for any los, 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 thatsuch substitutions or modifications will materially affect overall productperformance.

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 creditor 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 reJ0Ct any products that fail in any material way to meet the spcc1fica1ons set forth 1n 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 suchfive (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 carriers procedures. If Buyer finds a short count, or products areshipped 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 Buyers account. Buyer shallbe responsible for all shipping charges.

11. **Bankruptcy**

If Buyer (ii becomes bankruptor insolvent, (ii) compounds with its creditors. (iii) commences to be wound up ordissolved, 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 orincurred 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 forthherein on behalf of Buyer 1s duly authorized and empoweredby 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 willbe governed by the laws of the State of California applicable to contracts entered into and to be performed entirely within such State.

18. Jurisdiction and Venue

The California state courts (or. if there is exclusive federal jurisdiction the United States District Court for the District of California) 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.