

Landmark Customer Credit Card Disclaimer

In consideration for Landmark Lawn & Garden Supply, Inc. (“Landmark”) providing products and services to Customer and for Customer’s convenience, Customer agrees to provide personal financial information to Landmark (credit card information, etc.) and hereby agrees to the following:

Terms of Payment

Terms of payment are within Landmark’s sole discretion and, unless otherwise agreed by Landmark in writing, payment must be received by Landmark before our acceptance of an order. Customer represent and warrant that (i) the credit card information Customer supplies to Landmark is true, correct and complete, (ii) Customer is duly authorized to use such credit card for the purchase, (iii) charges incurred by Customer will be honored by Customer’s credit card company, and (iv) Customer will pay charges incurred by Customer at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted in person or on any website at the time of Customer’s order.

Disclaimer of Warranties

TO THE FULL EXTENT PERMITTED BY LAW, LANDMARK MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ITS SERVICES AND POSSESSION OF CUSTOMER’S PERSONAL FINANCIAL INFORMATION, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) 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.

Disclaimer of Liability

TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LANDMARK BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF LANDMARK’S POSSESSION OF CUSTOMER’S PERSONAL FINANCIAL INFORMATION WHETHER UNDER THEORIES OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT LANDMARK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. CUSTOMER WAIVES ANY RIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW UNDER THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND

RELEASES LANDMARK FROM ALL CLAIMS AND OBLIGATIONS UNDER THE
PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS.

Indemnification

Customer agrees to indemnify, defend and hold harmless Landmark and its affiliates and subsidiaries, assigns, subcontractors, employees and customers from and against any and all claims, losses, demands, fees, damages, liabilities, costs, expenses, obligations, causes of action, suits, or injuries (including personal injuries or death), of any kind or nature, arising out the storage of Customer's credit card information, any transaction with Landmark or any breach of this agreement.

Entire Agreement

This agreement contains the entire agreement between the Customer and Landmark supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral between the parties respecting the subject matter hereof. No modification to this agreement shall be binding on either party unless in writing and signed by duly authorized representatives of both parties specifically mentioning that it is amending this agreement.

Jurisdiction

This agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without regard to conflict of laws provisions. The parties submit to the sole and personal jurisdiction of the state and federal courts of Cuyahoga County, Ohio.