

07-1685-CD

F. Gloeckner vs Morroni Bros.

Plaintiff

VS.

Defendant

No. 07-1685-CD

Type of Case: Civil

Type of Pleading: Complaint

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

Robert A. Mix, Esquire  
LEE, GREEN & REITER, INC.  
115 East High Street  
P.O. Box 179  
Bellefonte, PA 16823  
Phone: 814-355-4769  
Fax: 814-355-5024  
e-mail: [bmix@lmgrlaw.com](mailto:bmix@lmgrlaw.com)

**FILED** *Atty pd. 85.00*  
2011/12/25/24

OCT 17 2007 ICC Sheriff

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

FRED C. GLOECKNER & COMPANY, INC., )  
Plaintiff : No.  
vs. :  
MORRONI BROTHERS FLORISTS, INC., :  
Defendant )

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, Pennsylvania 16830  
814-765-2641 Ext. 5982

LEE, GREEN & REITER, INC

By: 

Robert A. Mix, Esq., ID #16164  
Attorney for Plaintiff  
115 East High Street, PO Box 179  
Bellefonte, PA 16823  
814-355-4769

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

|                                   |   |     |
|-----------------------------------|---|-----|
| FRED C. GLOECKNER & COMPANY, INC. | ) |     |
|                                   | : |     |
| Plaintiff                         | ) | No. |
|                                   | : |     |
| vs.                               | ) |     |
|                                   | : |     |
| MORRONI BROTHERS FLORISTS, INC.   | ) |     |
|                                   | : |     |
| Defendant                         | ) |     |

**COMPLAINT**

Now Comes Plaintiff Fred C. Gloeckner & Company, Inc. by and through its attorneys,  
Lee, Green & Reiter, Inc., and respectfully represents:

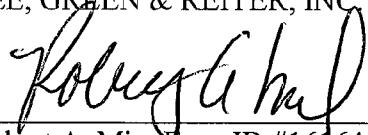
1. Plaintiff is Fred C. Gloeckner & Company, Inc., a New York corporation with a place of business located at 600 Mamaroneck Avenue, Harrison New York, 10528.
2. Defendant is Morroni Brothers Florists, Inc., a Pennsylvania corporation, with a place of business located at 43 Simpson Street, P.O. Box 158, Smithmill, Pennsylvania, 16680.
3. At all times relevant to this civil action, Plaintiff was engaged in the business of the wholesale sale of seeds, bulbs, plants and related products.
4. At all times relevant to this civil action, Defendant was engaged in the business of the retail sale of flowers, plants and related products. .
5. Between April 1, 2005 and August 31, 2005, Plaintiff sold and delivered products to Defendant of the quantity and description, at the prices and on the terms and conditions set forth in the invoices, true and correct copies of which are attached hereto, incorporated herein and marked collectively Exhibit "A".

6. Defendant received and accepted said products.
7. The prices charged for said products were fair and reasonable and the prices Defendant agreed to pay.
8. Currently the principal sum of \$20, 906.14 is due and owing to Plaintiff by Defendant for the purchase of said products as set forth in the statement of account, a true and correct copy of which are attached hereto, incorporated herein and marked Exhibit "B".
9. Plaintiff has satisfied all conditions precedent to Defendant's obligation to pay for said products.
10. Despite a demand therefore, Defendant has failed and refused to pay said sum to Plaintiff.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant in the amount of \$20,906.14, plus interest and costs.

LEE, GREEN & REITER, INC

By: \_\_\_\_\_

  
Robert A. Mix, Esq., ID #16164  
Attorney for Plaintiff  
115 East High Street  
PO Box 179  
Bellefonte, PA 16823  
814-355-4769



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

CHARGED ORDER

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

Page 1

BILL TO MORRONI BROS INC  
43 SIMPSON ST  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 4/11/05  
INVOICE # 570142  
SHIP DATESSHIP TO MORRONI BROS FLORISTS, INC  
36 SIMPSON STREET  
SMITHMILL, PA 166801 - 2/21/05  
2 - 2/28/05

SHIP POINT: OHIO

SHIP VIA: D.H.L.

| OUR ORDER #            | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE          |         |                |        |
|------------------------|--------------|--------|-------------|--------------------|---------|----------------|--------|
| 99273-00               |              | 180509 | Eck, Theo J | AS INDICATED ABOVE |         | 4899000 221010 |        |
| VARIETY/DESCRIPTION    |              |        | QTY.        | PKG. SIZE          | UNIT \$ | PER            | AMOUNT |
| IMPATIENS NG 102/TR    |              |        |             |                    |         |                |        |
| SONIC AMETHYST         |              |        | 2           | 306                | .40     | EA             | 122.40 |
| SONIC CHERRY           |              |        | 2           | 306                | .40     | EA             | 122.40 |
| SONIC DK SALMON        |              |        | 2           | 612                | .40     | EA             | 244.80 |
| SONIC HOT PINK 2004    |              |        | 2           | 510                | .40     | EA             | 204.00 |
| SONIC LT PINK          |              |        | 2           | 408                | .40     | EA             | 163.20 |
| SONIC MAGIC PINK       |              |        | 2           | 510                | .40     | EA             | 204.00 |
| SONIC ORANGE           |              |        | 2           | 408                | .40     | EA             | 163.20 |
| SONIC PINK             |              |        | 2           | 612                | .40     | EA             | 244.80 |
| SONIC PURPLE           |              |        | 2           | 714                | .40     | EA             | 285.60 |
| SONIC RED 2003         |              |        | 2           | 816                | .40     | EA             | 326.40 |
| SONIC SALMON ICE       |              |        | 2           | 306                | .40     | EA             | 122.40 |
| SONIC SWEET BURGUNDY   |              |        | 2           | 408                | .40     | EA             | 163.20 |
| SONIC SWEET CHERRY     |              |        | 2           | 510                | .40     | EA             | 204.00 |
| SONIC WHITE 2003       |              |        | 2           | 204                | .40     | EA             | 81.60  |
| SONIC ZORRO RED        |              |        | 2           | 408                | .40     | EA             | 163.20 |
| SONIC BURGUNDY         |              |        | 2           | 306                | .40     | EA             | 122.40 |
| SONIC LILAC            |              |        | 2           | 204                | .40     | EA             | 81.60  |
| SONIC HOT ROSE ON GOLD |              |        | 1           | 102                | .40     | EA             | 40.80  |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |
|                        |              |        |             |                    |         |                |        |

EXHIBIT

A

PAYMENT STUB... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO:  
FRED C. GLOECKNER & CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 4/11/05 570142

DISCOUNT IF PAID BY 4/21/05

MORRONI BROS INC  
SMITHMILL, PA 16680

AMOUNT DUE 3,652.66

OTHERWISE PAY 3,713.86

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

CHARGED ORDER

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

Page 1

BILL TO MORRONI BROS INC  
43 SIMPSON ST  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 4/12/05  
INVOICE # 570525SHIP TO MORRONI BROS FLORISTS, INC  
43 SIMPSON ST  
ROUTE 253  
SMITHMILL, PA 16680

SHIP POINT: NEW YORK

SHIP VIA: U.F.S.

|                       |              |        |           |                |           |     |                 |
|-----------------------|--------------|--------|-----------|----------------|-----------|-----|-----------------|
| OUR ORDER #           | CUST. P.O. # | REF. # | SALESMAN  | SHIP DATE      |           |     |                 |
| 08697-00              |              | 180675 | Eck, Theo | APRIL 11, 2005 |           | M   | 4899000 22 6015 |
| VARIETY/DESCRIPTION   |              |        | QTY.      | PKG. SIZE      | UNIT \$   | PER | AMOUNT          |
| CANTALOUPE            |              |        |           |                |           |     |                 |
| BUSH STAR             |              |        | 1000      | SDS            | 29.69/M   |     | 29.69           |
| HONEY DEW GREEN FLESH |              |        | 1000      | SDS            | .86/M     |     | .86             |
| CUCUMBER              |              |        |           |                |           |     |                 |
| BURPLESS TASTY GREEN  |              |        | 1000      | SDS            | 18.57/M   |     | 18.57           |
| PATIO PICKLES         |              |        | 1000      | SDS            | 9.01/M    |     | 9.01            |
| SPACEMASTER BUSH      |              |        | 1000      | SDS            | 7.26/M    |     | 7.26            |
| SQUASH                |              |        |           |                |           |     |                 |
| ZUCCHINI ARISTOCRAT   |              |        | 2000      | SDS            | 30.00/M   |     | 60.00           |
| WATERMELON            |              |        |           |                |           |     |                 |
| CRIMSON SWEET         |              |        | 1000      | SDS            | 8.15/M    |     | 8.15            |
| SUGAR BABY            |              |        | 1000      | SDS            | 4.67/M    |     | 4.67            |
|                       |              |        |           |                | Subtotal  |     | 138.21          |
|                       |              |        |           |                |           |     | 5.14            |
|                       |              |        |           |                | Subtotal  |     | 143.35          |
|                       |              |        |           |                |           |     |                 |
|                       |              |        |           |                | Net Total |     | 143.35          |

WORLD WIDE SOURCES

U.P.S.

**Gloeckner**

Company, Incorporated

SEEDS PLANTS SUPPLIES

8978

A

PAYMENT STUB ... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO.

FRED C. GLOECKNER &amp; CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 4/12/05 570525

DISCOUNT IF PAID BY

MORRONI BROS INC  
SMITHMILL, PA 16680

AMOUNT DUE → 143.35

OTHERWISE PAY → 143.35

[illegible]

OTHERWISE PAY ▶ 694.53

## Terms

01 JAN 1978

## 0. 1. 2

### Limitation of Remedy

## Prices

## Payment

### Inspection and Return Policy

## Delays, Shortages and Substitutions

## Survival

## Protected Varieties

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

CHARGED ORDER

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

Page 1

BILL TO MORRONI BROS INC  
43 SIMPSON ST  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 4/19/05  
INVOICE # 571852SHIP TO MORRONI BROS FLORISTS, INC  
P O BOX 158  
ROUTE 253 (36 SIMPSON ST)  
SMITHMILL, PA 16680

SHIP POINT: CALIFORNIA

SHIP VIA: FED EX OVERNIGHT

| OUR ORDER #                            | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE      |           |         |        |        |
|--|--------------|--------|-------------|----------------|-----------|---------|--------|--------|
| 07003-00                               |              | 180652 | Eck, Theo J | March 29, 2005 | A         | 4899000 | 221005 |        |
| VARIETY/DESCRIPTION                    |              |        |             | QTY.           | PKG. SIZE | UNIT \$ | PER    | AMOUNT |
| POINSETTIA RC FOR TREES<br>FREEDOM RED |              |        |             | 100            |           | 90.00   | /C     | 90.00  |
|  |              |        |             | Subtotal       |           |         |        | 90.00  |
| FREIGHT                                |              |        |             |                |           |         |        | 32.10  |
| ROYALTY                                |              |        |             |                |           |         |        | 4.00   |
|  |              |        |             | Subtotal       |           |         |        | 126.10 |
|  |              |        |             | Total          |           |         |        | 126.10 |

PAYMENT STUB ... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO.  
FRED C. GLOECKNER & CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #

DISCOUNT IF PAID BY 4/29/05

48990-00 4/19/05 571852

MORRONI BROS INC  
SMITHMILL, PA 16680

AMOUNT DUE → 124.30

OTHERWISE PAY → 126.10

## Acceptance of Terms

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

## Limitation of Warranty

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder.

Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

## Limitation of Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

## Confirmation and Governing Law

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

## Prices

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

## Payment

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

## Inspection and Return Policy

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

## Delays, Shortages and Substitutions

Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

## Survival

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

## Protected Varieties

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

CHARGED ORDER

Page 1

BILL TO MORRONI BROS INC  
43 SIMPSON ST  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 4/20/05  
INVOICE # 572179SHIP TO MORRONI BROS FLORISTS, INC  
43 SIMPSON ST  
ROUTE 253  
SMITHMILL, PA 16680

SHIP POINT: CALIFORNIA

SHIP VIA: FED EX OVERNIGHT

| OUR ORDER #                             | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE      |         |     |                |
|---|--------------|--------|-------------|----------------|---------|-----|----------------|
| 16050-00                                |              | 193146 | Eck, Theo J | APRIL 05, 2005 |         | M   | 4899000 221005 |
| VARIETY/DESCRIPTION                     |              |        | QTY.        | PKG. SIZE      | UNIT \$ | PER | AMOUNT         |
| POINSETTIA RC FOR TREES<br>PRESTIGE RED |              |        | 100         |                | .90     | EA  | 90.00          |
|   |              |        | Subtotal    |                |         |     | 90.00          |
| FREIGHT                                 |              |        |             |                |         |     | 32.10          |
| ROYALTY                                 |              |        |             |                |         |     | 4.00           |
|   |              |        | Subtotal    |                |         |     | 126.10         |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |
|   |              |        |             |                |         |     |                |

PAYMENT STUB... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO.  
FRED C. GLOECKNER & CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 4/20/05 572179MORRONI BROS INC  
SMITHMILL, PA 16680

DISCOUNT IF PAID BY 4/30/05

AMOUNT DUE → 124.30

OTHERWISE PAY → 126.10

## Acceptance of Terms

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

## Limitation of Warranty

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder.

Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

## Limitation of Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

## Confirmation and Governing Law

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

## Prices

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

## Payment

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

## Inspection and Return Policy

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

## Delays, Shortages and Substitutions

Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

## Survival

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

## Protected Varieties

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

CHARGED ORDER

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

Page 1

BILL TO MORRONI BROS INC  
43 SIMPSON ST  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 4/22/05  
INVOICE # 572927SHIP TO MORRONI BROS FLORISTS, INC  
P O BOX 158  
36 SIMPSON STREET  
SMITHMILL, PA 16680

SHIP POINT: FLORIDA

SHIP VIA: FEDERAL EXPRESS

| OUR ORDER #                | CUST. P.O. # | REF. # | SALESMAN   | SHIP DATE          |         |        |        |
|----------------------------|--------------|--------|------------|--------------------|---------|--------|--------|
| 00372-00                   |              | 180879 | Eck, Inc J | February 28, 2003M | 4899000 | 221006 |        |
| VARIETY/DESCRIPTION        |              |        | QTY.       | PKG. SIZE          | UNIT \$ | PER    | AMOUNT |
| SNAPDRAGON FAST PAC 500/TR |              |        |            |                    |         |        |        |
| TAHITI MIX                 |              |        | 2000       |                    | 45.21   | /M     | 90.42  |
| TAHITI PINK                |              |        | 500        |                    | 45.21   | /M     | 22.61  |
| TAHITI RED                 |              |        | 1000       |                    | 45.21   | /M     | 45.21  |
| TAHITI YELLOW              |              |        | 500        |                    | 45.21   | /M     | 22.61  |
| SONNET MIX                 |              |        | 1000       |                    | 45.21   | /M     | 45.21  |
| HYPOESTES FAST PAC 500/TR  |              |        |            |                    |         |        |        |
| SPLASH SELECT PINK         |              |        | 4500       |                    | 45.21   | /M     | 203.45 |
| SPLASH SELECT WHITE        |              |        | 1500       |                    | 45.21   | /M     | 67.82  |
| SPLASH SELECT RED          |              |        | 2000       |                    | 45.21   | /M     | 90.42  |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        |            |                    |         |        |        |
|                            |              |        | </         |                    |         |        |        |

PAYMENT STUB... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO.

FRED C. GLOECKNER &amp; CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 4/22/05 572927

DISCOUNT IF PAID BY 5/02/05

MORRONI BROS INC  
SMITHMILL, PA 16680

AMOUNT DUE → 715.99

OTHERWISE PAY → 727.75

## Acceptance of Terms

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

## Limitation of Warranty

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder. Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

## Limitation of Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

## Confirmation and Governing Law

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

## Prices

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

## Payment

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

## Inspection and Return Policy

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

## Delays, Shortages and Substitutions

Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

## Survival

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

## Protected Varieties

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

CHARGED ORDER

Page 1

BILL TO MORRONI BROS INC  
43 SIMPSON ST  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 4/22/05  
INVOICE # 573035SHIP TO MORRONI BROS FLORISTS, INC  
43 SIMPSON ST  
ROUTE 253  
SMITHMILL, PA 16680

SHIP POINT: CALIFORNIA

SHIP VIA: U.P.S. NEXT DAY

| OUR ORDER #           | CUST. P.O. # | REF. # | SALESMAN   | SHIP DATE      |           |         |        |        |
|-----------------------|--------------|--------|------------|----------------|-----------|---------|--------|--------|
| 00300-00              |              | 180523 | ECK, Inc J | MARCH 07, 2005 | A         | 4899000 | 221010 |        |
| VARIETY/DESCRIPTION   |              |        |            | QTY.           | PKG. SIZE | UNIT \$ | PER    | AMOUNT |
| SHIPPED OUT OF MEXICO |              |        |            |                |           |         |        |        |
| DBL IMPATIE CAMEO URC |              |        |            |                |           |         |        |        |
| CAMEO BRT SCARLET     |              |        |            | 400            |           | 26.00   | /C     | 104.00 |
| CAMEO PINK SURPRISE   |              |        |            | 200            |           | 26.00   | /C     | 52.00  |
| CAMEO WHITE           |              |        |            | 100            |           | 26.00   | /C     | 26.00  |
| CAMEO PINK CHIFFON    |              |        |            | 300            |           | 26.00   | /C     | 78.00  |
| CAMEO CHERRY RED      |              |        |            | 300            |           | 26.00   | /C     | 78.00  |
| CAMEO LAVENDER ROSE   |              |        |            | 300            |           | 26.00   | /C     | 78.00  |
| CAMEO CORAL           |              |        |            | 300            |           | 26.00   | /C     | 78.00  |
| CAMEO SALMON GLOW     |              |        |            | 100            |           | 26.00   | /C     | 26.00  |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |
|                       |              |        |            |                |           |         |        |        |

PAYMENT STUB... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO.  
FRED C. GLOECKNER & CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 4/22/05 573035

DISCOUNT IF PAID BY 5/02/05

MORRONI BROS INC  
SMITHMILL, PA 16680

AMOUNT DUE → 564.60

OTHERWISE PAY → 575.00

# Terms

11

no liability thereunder

PRICE! OR FOR A

## ing Law

4UC

01 11A

352

352

price.

## di-

LER

**OF**

1

## HE

OTHERWISE PAY  308.68

**Acceptance of Terms**

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

**Limitation of Warranty**

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder. Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

**Limitation of Remedy**

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

**Confirmation and Governing Law**

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

**Prices**

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

**Payment**

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

**Inspection and Return Policy**

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

**Delays, Shortages and Substitutions**

Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

**Survival**

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

**Protected Varieties**

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

CHARGED ORDER

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

Page 1

BILL TO MORRONI BROS INC  
43 SIMPSON ST  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 4/26/05  
INVOICE # 573834SHIP TO MORRONI BROS FLORISTS, INC  
43 SIMPSON ST  
ROUTE 253  
SMITHMILL, PA 16680

SHIP POINT: FLORIDA

SHIP VIA: TRUCK

| OUR ORDER #              | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE    |         |                |        |
|--------------------------|--------------|--------|-------------|--------------|---------|----------------|--------|
| 03828-00                 |              | 180871 | Eck, Theo J | APR 11, 2005 | M       | 4899000 221005 |        |
| VARIETY/DESCRIPTION      |              |        | QTY.        | PKG. SIZE    | UNIT \$ | PER            | AMOUNT |
| ALYSSUM FAST PAC 500/TR  |              |        |             |              |         |                |        |
| SNOW CRYSTALS            |              |        | 1500        |              | 37.67   | /M             | 56.51  |
| WONDERLAND PURPLE        |              |        | 500         |              | 37.67   | /M             | 18.84  |
| WONDERLAND ROSE          |              |        | 500         |              | 37.67   | /M             | 18.84  |
| AGERATUM FAST PAC 500/TR |              |        |             |              |         |                |        |
| HAWAII BLUE              |              |        | 2000        |              | 37.67   | /M             | 75.34  |
| BEGONIA FAST PAC 500/TR  |              |        |             |              |         |                |        |
| SUPER OLYMPIA RED        |              |        | 500         |              | 45.21   | /M             | 22.61  |
| SENATOR MIX              |              |        | 500         |              | 45.21   | /M             | 22.61  |
| SENATOR PINK             |              |        | 1000        |              | 45.21   | /M             | 45.21  |
| SENATOR SCARLET          |              |        | 500         |              | 45.21   | /M             | 22.61  |
| COLEUS FAST PAC 500/TR   |              |        |             |              |         |                |        |
| WIZARD MIX               |              |        | 2000        |              | 45.21   | /M             | 90.42  |
| WIZARD ROSE              |              |        | 500         |              | 45.21   | /M             | 22.61  |
| WIZARD VELVET RED        |              |        | 500         |              | 45.21   | /M             | 22.61  |
| CELOSIA FAST PAC 500/TR  |              |        |             |              |         |                |        |
| CASTLE PINK              |              |        | 1000        |              | 37.67   | /M             | 37.67  |
| CASTLE SCARLET           |              |        | 1000        |              | 37.67   | /M             | 37.67  |
| CASTLE YELLOW            |              |        | 500         |              | 37.67   | /M             | 18.84  |
| NEW LOOK                 |              |        | 1000        |              | 37.67   | /M             | 37.67  |
| JEWEL BOX MIX            |              |        | 500         |              | 37.67   | /M             | 18.84  |
| DAHLIA ARROW 275/TRAY    |              |        |             |              |         |                |        |
| FIGARO MIX               |              |        | 1100        |              | 63.65   | /M             | 70.02  |
| SALVIA FAST PAC 500/TR   |              |        |             |              |         |                |        |
| VISTA BURGNDY            |              |        | 500         |              | 45.21   | /M             | 22.61  |
| VISTA RED                |              |        | 1000        |              | 45.21   | /M             | 45.21  |
| LOBELIA FAST PAC 500/TR  |              |        |             |              |         |                |        |

FROM WORLD WIDE SOURCES

NT

Fred C.

**Gloeckner**  
&  
Company.  
Incorporated

Continue

Continued

PAYMENT STUB... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO.  
FRED C. GLOECKNER & CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 4/26/05 573834MORRONI BROS INC  
SMITHMILL, PA 16680

DISCOUNT IF PAID BY

AMOUNT DUE →

OTHERWISE PAY →

## Acceptance of Terms

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

## Limitation of Warranty

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder. Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

## Limitation of Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

## Confirmation and Governing Law

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

## Prices

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

## Payment

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

## Inspection and Return Policy

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

## Delays, Shortages and Substitutions

Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

## Survival

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

## Protected Varieties

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

CHARGED ORDER

Page 2

BILL TO MORRONI BROS INC  
43 SIMPSON ST  
P.O. BOX 158  
SMITHMILL, PA 16680

INVOICE DATE

4/26/05

INVOICE #

573834

SHIP TO MORRONI BROS FLORISTS, INC  
43 SIMPSON ST  
ROUTE 253  
SMITHMILL, PA 16680

SHIP POINT: FLORIDA

SHIP VIA: TRUCK

| OUR ORDER #                  | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE      |           |                |     |        |
|------------------------------|--------------|--------|-------------|----------------|-----------|----------------|-----|--------|
| 03828-00                     |              | 180891 | Eck, Theo J | April 11, 2005 | M         | 4899000 221005 |     |        |
| VARIETY/DESCRIPTION          |              |        |             | QTY.           | PKG. SIZE | UNIT \$        | PER | AMOUNT |
| RIVIERA BLUE SPLASH          |              |        |             | 500            |           | 45.21          | /M  | 22.61  |
| RIVIERA LILAC                |              |        |             | 500            |           | 45.21          | /M  | 22.61  |
| RIVIERA MIDNIGHT BLUE        |              |        |             | 1000           |           | 45.21          | /M  | 45.21  |
| PETUNIA SGL FAST PAC 500/TR  |              |        |             |                |           |                |     |        |
| ULTRA BLUE                   |              |        |             | 500            |           | 37.67          | /M  | 18.84  |
| ULTRA PINK                   |              |        |             | 500            |           | 37.67          | /M  | 18.84  |
| ULTRA RED                    |              |        |             | 1000           |           | 37.67          | /M  | 37.67  |
| ULTRA SALMON                 |              |        |             | 500            |           | 37.67          | /M  | 18.84  |
| ULTRA WHITE                  |              |        |             | 500            |           | 37.67          | /M  | 18.84  |
| IMPATIENT FAST PAC 500/TR    |              |        |             |                |           |                |     |        |
| SUPER ELFIN CORAL IMP        |              |        |             | 500            |           | 45.21          | /M  | 22.61  |
| SUPER ELFIN LIPSTICK IMP     |              |        |             | 1000           |           | 45.21          | /M  | 45.21  |
| SUPER ELFIN SUNRISE          |              |        |             | 500            |           | 45.21          | /M  | 22.61  |
| SUPER ELFIN BRT ORANGE       |              |        |             | 500            |           | 45.21          | /M  | 22.61  |
| ACCENT ORANGE STAR           |              |        |             | 500            |           | 45.21          | /M  | 22.61  |
| ACCENT RED                   |              |        |             | 2500           |           | 45.21          | /M  | 113.03 |
| ACCENT ROSE                  |              |        |             | 1000           |           | 45.21          | /M  | 45.21  |
| ACCENT SALMON                |              |        |             | 1000           |           | 45.21          | /M  | 45.21  |
| ACCENT WHITE                 |              |        |             | 2000           |           | 45.21          | /M  | 90.42  |
| ACCENT BRT EYE               |              |        |             | 500            |           | 45.21          | /M  | 22.61  |
| ACCENT DP PINK               |              |        |             | 2000           |           | 45.21          | /M  | 90.42  |
| ACCENT LILAC                 |              |        |             | 500            |           | 45.21          | /M  | 22.61  |
| ACCENT MIX                   |              |        |             | 2000           |           | 45.21          | /M  | 90.42  |
| ACCENT RED STAR              |              |        |             | 500            |           | 45.21          | /M  | 22.61  |
| ACCENT VIOLET STAR           |              |        |             | 500            |           | 45.21          | /M  | 22.61  |
| ACCENT CRANBERRY             |              |        |             | 500            |           | 45.21          | /M  | 22.61  |
| MARIGOLD AFR ARROWS 275/TRAY |              |        |             |                |           |                |     |        |
| ANTIGUA ORANGE               |              |        |             | 550            |           | 78.34          | /M  | 43.09  |
| ANTIGUA YELLOW               |              |        |             | 1375           |           | 78.34          | /M  | 107.72 |
| MARIGOLD FR ARROWS 275/TRAY  |              |        |             |                |           |                |     |        |

335 SOURCES

Fred C.

**Gloeckner**  
&  
Company,  
Incorporated

Continues

Continued

PAYMENT STUB ... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO.  
FRED C. GLOECKNER & CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 4/26/05 573834MORRONI BROS INC  
SMITHMILL, PA 16680

DISCOUNT IF PAID BY

AMOUNT DUE →

OTHERWISE PAY →

## Acceptance of Terms

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

## Limitation of Warranty

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder. Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

## Limitation of Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

## Confirmation and Governing Law

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

## Prices

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

## Payment

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

## Inspection and Return Policy

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

## Delays, Shortages and Substitutions

Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

## Survival

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

## Protected Varieties

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries, during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

CHARGED ORDER

Page 3

BILL TO MORRONI BROS INC  
43 SIMPSON ST  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 4/26/05  
INVOICE # 573834SHIP TO MORRONI BROS FLORISTS, INC  
43 SIMPSON ST  
ROUTE 253  
SMITHMILL, PA 16680

SHIP POINT: FLORIDA

SHIP VIA: TRUCK

| OUR ORDER #           | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE      |           |                |     |        |
|-----------------------|--------------|--------|-------------|----------------|-----------|----------------|-----|--------|
| 03828-00              |              | 180891 | Eck, Theo J | APRIL 11, 2005 | M         | 4899000 221005 |     |        |
| VARIETY/DESCRIPTION   |              |        |             | QTY.           | PKG. SIZE | UNIT \$        | PER | AMOUNT |
| JANIE DP ORANGE       |              |        |             | 1375           |           | 63.65          | /M  | 87.52  |
| JANIE HARMONY         |              |        |             | 1100           |           | 63.65          | /M  | 70.02  |
| JANIE BRT YELLOW      |              |        |             | 2475           |           | 63.65          | /M  | 157.53 |
| JANIE FLAME           |              |        |             | 1100           |           | 63.65          | /M  | 70.02  |
| HERO MIX              |              |        |             | 875            |           | 63.65          | /M  | 55.69  |
| HERO ORANGE           |              |        |             | 275            |           | 63.65          | /M  | 17.50  |
| HERO YELLOW           |              |        |             | 275            |           | 63.65          | /M  | 17.50  |
| SAFARI QUEEN          |              |        |             | 875            |           | 63.65          | /M  | 55.69  |
| SAFARI RED            |              |        |             | 875            |           | 63.65          | /M  | 55.69  |
| SAFARI TANGERINE      |              |        |             | 875            |           | 63.65          | /M  | 55.69  |
| SAFARI YELLOW         |              |        |             | 875            |           | 63.65          | /M  | 55.69  |
| ZINNIA ARROW 275/TRAY |              |        |             |                |           |                |     |        |
| PROFUSION APRICOT     |              |        |             | 550            |           | 78.34          | /M  | 43.09  |
| PROFUSION CHERRY      |              |        |             | 1650           |           | 78.34          | /M  | 129.26 |
| PROFUSION FIRE        |              |        |             | 1100           |           | 78.34          | /M  | 86.17  |
| PROFUSION ORANGE      |              |        |             | 550            |           | 78.34          | /M  | 43.09  |
| PROFUSION WHITE       |              |        |             | 550            |           | 78.34          | /M  | 43.09  |
| PROFUSION CHERRY      |              |        |             | 550            |           | 78.34          | /M  | 43.09  |
| PROFUSION ORANGE      |              |        |             | 550            |           | 78.34          | /M  | 43.09  |
| PROFUSION APRICOT     |              |        |             | 550            |           | 78.34          | /M  | 43.09  |
| PROFUSION FIRE        |              |        |             | 275            |           | 78.34          | /M  | 21.54  |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |
|                       |              |        |             |                |           |                |     |        |

PAYMENT STUB... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO.

FRED C. GLOECKNER &amp; CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 4/26/05 573834

DISCOUNT IF PAID BY 5/06/05

MORRONI BROS INC  
SMITHMILL, PA 16680

AMOUNT DUE → 3,270.40

OTHERWISE PAY → 3,329.97

## Acceptance of Terms

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

## Limitation of Warranty

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder. Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

## Limitation of Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

## Confirmation and Governing Law

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

## Prices

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

## Payment

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

## Inspection and Return Policy

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

## Delays, Shortages and Substitutions

Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

## Survival

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

## Protected Varieties

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

CHARGED ORDER

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

Page 1

BILL TO MORRONI BROS INC  
43 SIMPSON ST  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 4/26/05  
INVOICE # 573836SHIP TO MORRONI BROS FLORISTS, INC  
36 SIMPSON STREET  
SMITHMILL, PA 16680

SHIP POINT: FLORIDA

SHIP VIA: FEDERAL EXPRESS

| OUR ORDER #   | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE      |         |                |        |
|---|--------------|--------|-------------|----------------|---------|----------------|--------|
| 00705-00  |              | 180880 | Eck, Theo J | MARCH 07, 2005 | A       | 4899000 221006 |        |
| VARIETY/DESCRIPTION                                 |              |        | QTY.        | PKG. SIZE      | UNIT \$ | PER            | AMOUNT |
| AGERATUM FAST PAC 500/TR<br>HAWAII BLUE             |              |        | 2500        |                | 37.67   | /M             | 94.18  |
| ALYSSUM FAST PAC 500/TR<br>SNOW CRYSTALS            |              |        | 1000        |                | 37.67   | /M             | 37.67  |
| SNOWSTORM   |              |        | 1000        |                | 37.67   | /M             | 37.67  |
| WONDERLAND PURPLE                                   |              |        | 500         |                | 37.67   | /M             | 18.84  |
| WONDERLAND ROSE                                     |              |        | 500         |                | 37.67   | /M             | 18.84  |
| EASTER BASKET MIX ( BONNET )                        |              |        | 500         |                | 37.67   | /M             | 18.84  |
| BEGONIA FAST PAC 500/TR<br>SUPER OLYMPIA RED        |              |        | 1500        |                | 45.21   | /M             | 67.82  |
| SUPER OLYMPIA PINK                                  |              |        | 1000        |                | 45.21   | /M             | 45.21  |
| SUPER OLYMPIA WHITE                                 |              |        | 500         |                | 45.21   | /M             | 22.61  |
| SENATOR SCARLET                                     |              |        | 1500        |                | 45.21   | /M             | 67.82  |
| SENATOR PINK  |              |        | 1500        |                | 45.21   | /M             | 67.82  |
| SENATOR WHITE                                       |              |        | 1000        |                | 45.21   | /M             | 45.21  |
| SENATOR MIX   |              |        | 1000        |                | 45.21   | /M             | 45.21  |
| DUSTY MILLER FAST PAC 500/TR<br>SILVERDUST          |              |        | 2500        |                | 37.67   | /M             | 94.18  |
| DIANTHUS FAST PAC 500/TR<br>SUPER PARFAIT RASPBERRY |              |        | 500         |                | 60.27   | /M             | 30.14  |
| SUPER PARFAIT STRAWBERRY                            |              |        | 500         |                | 60.27   | /M             | 30.14  |
| TELSTAR SCARLET                                     |              |        | 500         |                | 60.27   | /M             | 30.14  |
| TELSTAR MIX   |              |        | 500         |                | 60.27   | /M             | 30.14  |
| LOBELIA FAST PAC 500/TR<br>REGATTA MIDNIGHT BLUE    |              |        | 1500        |                | 45.21   | /M             | 67.82  |
| REGATTA BLUE SPLASH                                 |              |        | 1500        |                | 45.21   | /M             | 67.82  |
| PETUNIA DBL FAST PAC 500/TR                         |              |        |             |                |         |                |        |

ANTHURUS  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERBURY  
CANTERB

Continued

PAYMENT STUB ... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO.

FRED C. GLOECKNER &amp; CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 4/26/05 573836MORRONI BROS INC  
SMITHMILL, PA 16680

DISCOUNT IF PAID BY

AMOUNT DUE →

OTHERWISE PAY →

IM/VOICE DATA

1. *Chlorophyll a* and *Chlorophyll b* were determined by the method of Arar and Collins (1971) using a Shimadzu 1010 spectrophotometer. The concentration of chlorophyll was expressed in mg g<sup>-1</sup> of dry weight.

by law, that merchant-bearing in Seller's catalog-ized tolerances. SELLER WARRANTY, EXPRESS OR R WARRANTIES, OF MERCHANTABILITY PURPOSE ARE EXCLUS-NTIES WHICH EXTEND THE FACE HEREOF. ly warranted by the man-ratify any manufacturer Seller shall have no liability r ratify any warranties, er upon resale of the mer-ility thereunder. y and hold Seller harmless ind to any person arising ied, made by Purchaser er shall have no liability f any breach is given eed thirty (30) days, after iscovered. Any action for nced within one year after

## medy

EXCLUSIVE REMEDY SHALL BE THE PRICE. SELLER'S LIABILITY, IF CONTRACT, BREACH OF PRODUCTS LIABILITY, OR ANY OTHER, IS LIMITED TO THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN ADDITION TO THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

### Governing Law

work shall govern the rights, parties. Purchaser hereby submits parts of that State as to any dispute between the parties and agrees that parties shall be brought in the located in Westchester County, gation, the prevailing party shall able attorney's fees in addition to

subject to change without notice. The price in effect at the time of shipment will prevail. Prices do not include freight. Seller makes no responsibility, and shall have no liability, for any delay or non-delivery of goods.

accordance with terms specified on invoice. Payment to be made in U.S. funds. In the event of non-payment of any amount when due, and in addition to all rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF ONE PERCENT (18% PER YEAR) OR THE MAXIMUM ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS DUE FROM THE DATE DUE UNTIL THE DATE OF PAYMENT.

## Return Policy

inspect merchandise upon receipt. Seller  
ity for any defect unless notice is given  
xceed thirty (30) days after such defect is or  
discovered. In cases of loss or damage due  
Purchaser should obtain and forward an  
to Seller's Traffic Department within fifteen  
ry. No merchandise conforming to the  
may be returned without Seller's prior writ-  
Requests to return merchandise and any  
ms not arising under the Seller's warranty  
hin thirty (30) days after delivery. All returns  
ance with Seller's shipping instructions with  
chaser. Returns of conforming merchandise  
9% restocking charge.

## es and Substituti

responsible for delays in delivery or for loss—such delays due to unforeseen, supervening events—Seller reserves the right to make partial shipment if it is commercially impracticable. In the event of such delay or loss, Seller may substitute such other, similar goods as may be available.

the terms and conditions of sale stated  
face hereof shall for any reason be held pro-  
vid under applicable law, in whole or in part,  
ll be ineffective to the extent of such prohi-  
without invalidating the remainder of such  
remaining provisions hereof.

## eties

the symbols PP# (Plant Patent Number), Patent Pending), PVPA (Plant Variety Certificate issued), PVPAP (Plant Variety Pending), BR (Breeder's Rights certificate), and BRP (Breeder's Rights Protection Pending) are prohibited for foreign plant patents or plant variety protection. Varieties may not be reproduced without the breeder (or authorized representative) has not been notified by customers' nurseries during normal business operations. Compliance with the restrictions on use of these symbols is required.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

CHARGED ORDER

Page 2

BILL TO MORRONI BROS INC  
43 SIMPSON ST  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 4/26/05  
INVOICE # 573836SHIP TO MORRONI BROS FLORISTS, INC  
36 SIMPSON STREET  
SMITHMILL, PA 16680

SHIP POINT: FLORIDA

SHIP VIA: FEDERAL EXPRESS

| OUR ORDER #                  | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE      |         |         |        |
|------------------------------|--------------|--------|-------------|----------------|---------|---------|--------|
| 00705-00                     |              | 180880 | Eck, Theo J | March 07, 2005 | A       | 4899000 | 221006 |
| VARIETY/DESCRIPTION          |              |        | QTY.        | PKG. SIZE      | UNIT \$ | PER     | AMOUNT |
| DBL MADNESS SHEER            |              |        | 500         |                | 45.21   | /M      | 22.61  |
| DBL MADNESS BURGUNDY         |              |        | 500         |                | 45.21   | /M      | 22.61  |
| PORTULACA FAST PAC 500/TR    |              |        |             |                |         |         |        |
| SUNDIAL MIX                  |              |        | 1000        |                | 45.21   | /M      | 45.21  |
| SUNDIAL MANGO                |              |        | 500         |                | 45.21   | /M      | 22.61  |
| SUNDIAL FUCHSIA              |              |        | 500         |                | 45.21   | /M      | 22.61  |
| SUNDIAL PEPPERMINT           |              |        | 500         |                | 45.21   | /M      | 22.61  |
| SUNDIAL PINK                 |              |        | 500         |                | 45.21   | /M      | 22.61  |
| SUNDIAL SCARLET              |              |        | 500         |                | 45.21   | /M      | 22.61  |
| SNAPDRAGON FAST PAC 500/TR   |              |        |             |                |         |         |        |
| TAHITI MIX                   |              |        | 1500        |                | 45.21   | /M      | 67.82  |
| SONNET MIX                   |              |        | 1500        |                | 45.21   | /M      | 67.82  |
| SALVIA FAST PAC 500/TR       |              |        |             |                |         |         |        |
| VICTORIA BLUE                |              |        | 500         |                | 37.67   | /M      | 18.84  |
| STRATA                       |              |        | 500         |                | 37.67   | /M      | 18.84  |
| VISTA RED                    |              |        | 500         |                | 45.21   | /M      | 22.61  |
| VISTA WHITE                  |              |        | 500         |                | 45.21   | /M      | 22.61  |
| VISTA BURGUNDY               |              |        | 500         |                | 45.21   | /M      | 22.61  |
| VERBENA FAST PAC 500/TR      |              |        |             |                |         |         |        |
| ROMANCE MIX                  |              |        | 1000        |                | 60.27   | /M      | 60.27  |
| ROMANCE SCARLET              |              |        | 500         |                | 60.27   | /M      | 30.14  |
| ROMANCE PINK                 |              |        | 500         |                | 60.27   | /M      | 30.14  |
| MARIGOLD AFR ARROWS 275/TRAY |              |        |             |                |         |         |        |
| ANTIGUA ORANGE               |              |        | 550         |                | 78.34   | /M      | 43.09  |
| ANTIGUA YELLOW               |              |        | 1100        |                | 78.34   | /M      | 86.17  |
| MARIGOLD FR ARROWS 275/TRAY  |              |        |             |                |         |         |        |
| JANIE DF ORANGE              |              |        | 275         |                | 63.65   | /M      | 17.50  |
| JANIE BRT YELLOW             |              |        | 550         |                | 63.65   | /M      | 35.01  |

FROM WORLD WIDE SOURCES

*Gloeckner*

Jared C. & Company, Incorporated

Continue

Continued

PAYMENT STUB... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO.  
FRED C. GLOECKNER & CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 4/26/05 573836MORRONI BROS INC  
SMITHMILL, PA 16680

DISCOUNT IF PAID BY

AMOUNT DUE →

OTHERWISE PAY →

## Acceptance of Terms

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

## Limitation of Warranty

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder.

Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

## Limitation of Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

## Confirmation and Governing Law

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

## Prices

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

## Payment

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

## Inspection and Return Policy

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

## Delays, Shortages and Substitutions

Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

## Survival

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

## Protected Varieties

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

CHARGED ORDER

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

Page 3

BILL TO MORRONI BROS INC  
43 SIMPSON ST  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 4/26/05  
INVOICE # 573836SHIP TO MORRONI BROS FLORISTS, INC  
36 SIMPSON STREET  
SMITHMILL, PA 16680

SHIP POINT: FLORIDA

SHIP VIA: FEDERAL EXPRESS

| OUR ORDER #         | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE      |         |     |                |
|---------------------|--------------|--------|-------------|----------------|---------|-----|----------------|
| 00705-00            |              | 180880 | Eck, Theo J | March 07, 2005 |         | A   | 4899000 221006 |
| VARIETY/DESCRIPTION |              |        | QTY.        | PKG. SIZE      | UNIT \$ | PER | AMOUNT         |
| SAFARI QUEEN        |              |        | 550         |                | 63.65   | /M  | 35.01          |
| SAFARI TANGERINE    |              |        | 275         |                | 63.65   | /M  | 17.50          |
|                     |              |        | Subtotal    |                |         |     | 1,737.58       |
| FREIGHT             |              |        |             |                |         |     | 400.00         |
|                     |              |        | Subtotal    |                |         |     | 2,137.58       |
|                     |              |        | Total       |                |         |     | 2,137.58       |

BULBS SEEDS PLANTS SUPPLIES FROM WORLD WIDE SOURCES

Fred C.

**Gloeckner**  
&  
Company,  
Incorporated

PAYMENT STUB ... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO.

FRED C. GLOECKNER &amp; CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #

DISCOUNT IF PAID BY 5/06/05

48990-00 4/26/05 573836

MORRONI BROS INC  
SMITHMILL, PA 16680

AMOUNT DUE → 2,102.83

OTHERWISE PAY → 2,137.58

### Acceptance of Terms

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

### Limitation of Warranty

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder.

Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

### Limitation of Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

### Confirmation and Governing Law

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

### Prices

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

### Payment

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

### Inspection and Return Policy

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

### Delays, Shortages and Substitutions

Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

### Survival

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

### Protected Varieties

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

CHARGED ORDER

Page 1

BILL TO MORRONI BROS INC  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 4/28/05  
INVOICE # 574470SHIP TO MORRONI BROS FLORISTS, INC  
P O BOX 158  
ROUTE 253 CLEARFIELD COUNTY  
SMITHMILL, PA 16680

SHIP POINT: FLORIDA

SHIP VIA: GROWER TRUCK

| OUR ORDER #                  | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE      |           |                |     |        |
|------------------------------|--------------|--------|-------------|----------------|-----------|----------------|-----|--------|
| 03858-00                     |              | 180895 | Eck, Theo J | April 18, 2005 | M         | 4899000 221006 |     |        |
| VARIETY/DESCRIPTION          |              |        |             | QTY.           | PKG. SIZE | UNIT \$        | PER | AMOUNT |
| ALYSSUM FAST PAC 500/TR      |              |        |             |                |           |                |     |        |
| EASTER BASKET MIX ( BONNET ) |              |        |             | 500            |           | 37.67          | /M  | 18.84  |
| SNOW CRYSTALS                |              |        |             | 1500           |           | 37.67          | /M  | 56.51  |
| DUSTY MILLER FAST PAC 500/TR |              |        |             |                |           |                |     |        |
| SILVERDUST                   |              |        |             | 1500           |           | 37.67          | /M  | 56.51  |
| PETUNIA SGL FAST PAC 500/TR  |              |        |             |                |           |                |     |        |
| ULTRA BLUE                   |              |        |             | 1000           |           | 37.67          | /M  | 37.67  |
| ULTRA BLUE STAR              |              |        |             | 500            |           | 37.67          | /M  | 18.84  |
| ULTRA BURGUNDY               |              |        |             | 500            |           | 37.67          | /M  | 18.84  |
| ULTRA MIX                    |              |        |             | 1000           |           | 37.67          | /M  | 37.67  |
| ULTRA PINK                   |              |        |             | 1500           |           | 37.67          | /M  | 56.51  |
| ULTRA RED                    |              |        |             | 2000           |           | 37.67          | /M  | 75.34  |
| ULTRA RED STAR               |              |        |             | 1000           |           | 37.67          | /M  | 37.67  |
| ULTRA VIOLET                 |              |        |             | 1000           |           | 37.67          | /M  | 37.67  |
| ULTRA SKY BLUE               |              |        |             | 1000           |           | 37.67          | /M  | 37.67  |
| ULTRA WHITE                  |              |        |             | 1500           |           | 37.67          | /M  | 56.51  |
| ULTRA LILAC                  |              |        |             | 500            |           | 37.67          | /M  | 18.84  |
| PETUNIA DBL FAST PAC 500/TR  |              |        |             |                |           |                |     |        |
| DBL MADNESS ROSE N WHITE     |              |        |             | 1000           |           | 45.21          | /M  | 45.21  |
| DBL MADNESS SHEER            |              |        |             | 500            |           | 45.21          | /M  | 22.61  |
| IMPATIENT FAST PAC 500/TR    |              |        |             |                |           |                |     |        |
| ACCENT ORANGE                |              |        |             | 500            |           | 45.21          | /M  | 22.61  |
| ACCENT ORANGE STAR           |              |        |             | 500            |           | 45.21          | /M  | 22.61  |
| ACCENT RED                   |              |        |             | 2500           |           | 45.21          | /M  | 113.03 |
| ACCENT ROSE                  |              |        |             | 1000           |           | 45.21          | /M  | 45.21  |
| ACCENT SALMON                |              |        |             | 1500           |           | 45.21          | /M  | 67.82  |
| ACCENT WHITE                 |              |        |             | 2000           |           | 45.21          | /M  | 90.42  |
| ACCENT BRT EYE               |              |        |             | 500            |           | 45.21          | /M  | 22.61  |
| ACCENT DP PINK               |              |        |             | 1500           |           | 45.21          | /M  | 67.82  |

FROM WORLD WIDE SOURCES

Blackner & Company, Incorporated

7/18

Continue

Continued

PAYMENT STUB... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO.

FRED C. GLOECKNER &amp; CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 4/28/05 574470MORRONI BROS INC  
SMITHMILL, PA 16680

DISCOUNT IF PAID BY

AMOUNT DUE →

OTHERWISE PAY →

## Acceptance of Terms

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

## Limitation of Warranty

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder. Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

## Limitation of Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

## Confirmation and Governing Law

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

## Prices

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

## Payment

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

## Inspection and Return Policy

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

## Delays, Shortages and Substitutions

Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

## Survival

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

## Protected Varieties

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

CHARGED ORDER

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

Page 2

BILL TO MORRONI BROS INC  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 4/28/05  
INVOICE # 574470SHIP TO MORRONI BROS FLORISTS, INC  
P O BOX 158  
ROUTE 253 CLEARFIELD COUNTY  
SMITHMILL, PA 16680

SHIP POINT: FLORIDA

SHIP VIA: GROWER TRUCK

| OUR ORDER #                 | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE      |           |                |     |          |
|-----------------------------|--------------|--------|-------------|----------------|-----------|----------------|-----|----------|
| 03858-00                    |              | 180895 | Eck, Theo J | April 18, 2005 | M         | 4899000 221006 |     |          |
| VARIETY/DESCRIPTION         |              |        |             | QTY.           | PKG. SIZE | UNIT \$        | PER | AMOUNT   |
| ACCENT LILAC                |              |        |             | 500            |           | 45.21          | /M  | 22.61    |
| ACCENT MIX                  |              |        |             | 2000           |           | 45.21          | /M  | 90.42    |
| ACCENT RED STAR             |              |        |             | 500            |           | 45.21          | /M  | 22.61    |
| ACCENT VIOLET STAR          |              |        |             | 500            |           | 45.21          | /M  | 22.61    |
| ACCENT CRANBERRY            |              |        |             | 500            |           | 45.21          | /M  | 22.61    |
| SUPER ELFIN CORAL IMP       |              |        |             | 1000           |           | 45.21          | /M  | 45.21    |
| SUPER ELFIN LIPSTICK IMP    |              |        |             | 2000           |           | 45.21          | /M  | 90.42    |
| SUPER ELFIN PINK IMP        |              |        |             | 500            |           | 45.21          | /M  | 22.61    |
| SUPER ELFIN RED             |              |        |             | 1000           |           | 45.21          | /M  | 45.21    |
| SUPER ELFIN VIOLET          |              |        |             | 500            |           | 45.21          | /M  | 22.61    |
| SUPER ELFIN SUNRISE         |              |        |             | 1000           |           | 45.21          | /M  | 45.21    |
| MARIGOLD FR ARROWS 275/TRAY |              |        |             |                |           |                |     |          |
| JANIE DF ORANGE             |              |        |             | 550            |           | 63.65          | /M  | 35.01    |
| JANIE HARMONY               |              |        |             | 550            |           | 63.65          | /M  | 35.01    |
| JANIE RST YELLOW            |              |        |             | 1100           |           | 63.65          | /M  | 70.02    |
| JANIE FLAME                 |              |        |             | 275            |           | 63.65          | /M  | 17.50    |
| JANIE SPRY                  |              |        |             | 275            |           | 63.65          | /M  | 17.50    |
| Subtotal                    |              |        |             |                |           |                |     | 1,712.21 |
| FREIGHT                     |              |        |             |                |           |                |     | 420.00   |
| Subtotal                    |              |        |             |                |           |                |     | 2,132.21 |
| Total                       |              |        |             |                |           |                |     | 2,132.21 |

PAYMENT STUB ... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO.

FRED C. GLOECKNER &amp; CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #

DISCOUNT IF PAID BY 5/08/05

48990-00 4/28/05 574470

MORRONI BROS INC  
SMITHMILL, PA 16680

AMOUNT DUE → 2,097.97

OTHERWISE PAY → 2,132.21

### Acceptance of Terms

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

### Limitation of Warranty

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder.

Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

### Limitation of Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

### Confirmation and Governing Law

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

### Prices

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

### Payment

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

### Inspection and Return Policy

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

### Delays, Shortages and Substitutions

Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

### Survival

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

### Protected Varieties

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

CHARGED ORDER

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

Page 1

BILL TO MORRONI BROS INC  
43 SIMPSON ST  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 4/30/05  
INVOICE # 575240SHIP TO MORRONI BROS INC  
43 SIMPSON ST  
P.O. BOX 158  
SMITHMILL, PA 16680

SHIP POINT:

SHIP VIA: D.H.L.

| OUR ORDER #   | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE          |           |         |     |        |
|---|--------------|--------|-------------|--------------------|-----------|---------|-----|--------|
| 20406-00  |              | 180517 | Eck, Theo J | February 21, 2005M | 4899000   | 22      | 00  |        |
| VARIETY/DESCRIPTION   |              |        |             | QTY.               | PKG. SIZE | UNIT \$ | PER | AMOUNT |
| *****<br>DHL CHARGES FOR DAHLIAS SHIPPED ON<br>02/21/05 AND BILLED ON INV# 562012.<br>(L6109810)<br>***** |              |        |             |                    |           |         |     |        |
| DHL   |              |        |             |                    | Subtotal  |         |     | 21.50  |
|   |              |        |             |                    | Subtotal  |         |     | 21.50  |
|   |              |        |             |                    | Net Total |         |     | 21.50  |

BULBS SEEDS PLANTS SUPPLIES FROM WORLD WIDE SOURCES

Fred C.

**Gloeckner**  
&  
Company,  
Incorporated

PAYMENT STUB... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO:  
FRED C. GLOECKNER & CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 4/30/05 575240MORRONI BROS INC  
SMITHMILL, PA 16680

DISCOUNT IF PAID BY

AMOUNT DUE → 21.50

OTHERWISE PAY → 21.50

## Acceptance of Terms

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

## Limitation of Warranty

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder. Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

## Limitation of Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

## Confirmation and Governing Law

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

## Prices

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

## Payment

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

## Inspection and Return Policy

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

## Delays, Shortages and Substitutions

Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

## Survival

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

## Protected Varieties

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

CHARGED ORDER

Page 1

BILL TO MORRONI BROS INC  
43 SIMPSON ST  
P.O. BOX 158  
SMITHMILL, PA 16680

INVOICE DATE

4/30/05

INVOICE #

575375

SHIP TO MORRONI BROS FLORISTS, INC  
43 SIMPSON ST  
ROUTE 253  
SMITHMILL, PA 16680

SHIP POINT: NEW JERSEY

SHIP VIA: FEDERAL EXPRESS

| OUR ORDER #                 | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE      |           |                |     |        |
|-----------------------------|--------------|--------|-------------|----------------|-----------|----------------|-----|--------|
| 20579-00                    |              | 180502 | Eck, Theo J | April 12, 2005 | M         | 4899000 221005 |     |        |
| VARIETY/DESCRIPTION         |              |        |             | QTY.           | PKG. SIZE | UNIT \$        | PER | AMOUNT |
| VEGETABLE PLGS 500/TR       |              |        |             |                |           |                |     |        |
| TR BROCCOLI PREMIUM CROP    |              |        |             | 1              |           | 27.50          | EA  | 27.50  |
| TR CABBAGE OS CROSS         |              |        |             | 1              |           | 27.50          | EA  | 27.50  |
| TR CABBAGE RED ACRE         |              |        |             | 1              |           | 27.50          | EA  | 27.50  |
| VEGETABLE PLGS 280/TR       |              |        |             |                |           |                |     |        |
| TR PEPPER HUNGARIAN HOT WAX |              |        |             | 2              |           | 23.80          | EA  | 47.60  |
| TR TOMATO BEEFMASTER        |              |        |             | 5              |           | 25.20          | EA  | 126.00 |
| PEPPER JALAPENO             |              |        |             | 2              |           | 23.80          | EA  | 47.60  |
| TR PEPPER BELL BOY          |              |        |             | 2              |           | 30.52          | EA  | 61.04  |
| VEGETABLE PLGS 500/TR       |              |        |             |                |           |                |     |        |
| TR PEPPER CALIF WONDER      |              |        |             | 1              |           | 27.50          | EA  | 27.50  |
| TR PEPPER CAYENNE LONG RED  |              |        |             | 1              |           | 27.50          | EA  | 27.50  |
| TR PEPPER LADY BELL         |              |        |             | 2              |           | 34.00          | EA  | 68.00  |
| TR PEPPER SWEET BANANA SUP  |              |        |             | 1              |           | 27.50          | EA  | 27.50  |
| TR TOMATO ROMA PLUM         |              |        |             | 1              |           | 27.50          | EA  | 27.50  |
| TR TOMATO RUTGERS           |              |        |             | 1              |           | 27.50          | EA  | 27.50  |
| TR TOMATO BETTER BOY Red C. |              |        |             | 3              |           | 29.75          | EA  | 89.25  |
| TR TOMATO BURPEE BIG BOY    |              |        |             | 2              |           | 29.75          | EA  | 59.50  |
| TR TOMATO CELEBRITY         |              |        |             | 2              |           | 33.57          | EA  | 67.14  |
| TR TOMATO EARLY GIRL        |              |        |             | 1              |           | 29.75          | EA  | 29.75  |
| TR TOMATO LEMON BOY         |              |        |             | 1              |           | 30.81          | EA  | 30.81  |
| TR TOMATO SWEET 100         |              |        |             | 1              |           | 30.63          | EA  | 30.63  |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |
|                             |              |        |             |                |           |                |     |        |

PAYMENT STUB... DETACH HERE. STAPLE TO YOUR CHECK AND MAIL TO.  
FRED C. GLOECKNER & CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 4/30/05 575375

DISCOUNT IF PAID BY 5/10/05

MORRONI BROS INC  
SMITHMILL, PA 16680

AMOUNT DUE → 1,035.62

OTHERWISE PAY → 1,053.17

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

CHARGED ORDER

Page 1

BILL TO MORRONI BROS INC  
43 SIMPSON ST  
P.O. BOX 158  
SMITHMILL, PA 16680

INVOICE DATE

4/30/05

INVOICE #

575376

SHIP TO MORRONI BROS FLORISTS, INC  
43 SIMPSON ST  
ROUTE 253  
SMITHMILL, PA 16680

SHIP POINT: NEW JERSEY

SHIP VIA: FEDERAL EXPRESS

| OUR ORDER #                | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE      |         |                |        |
|----------------------------|--------------|--------|-------------|----------------|---------|----------------|--------|
| 20597-00                   |              | 180504 | Eck, Theo J | April 18, 2005 | M       | 4899000 221005 |        |
| VARIETY/DESCRIPTION        |              |        | QTY.        | PKG. SIZE      | UNIT \$ | PER            | AMOUNT |
| VEGETABLE PLGS 500/TR      |              |        |             |                |         |                |        |
| TR CABBAGE OS CROSS        |              |        | 1           |                | 27.50   | EA             | 27.50  |
| TR PEPPER CALIF WONDER     |              |        | 1           |                | 27.50   | EA             | 27.50  |
| TR PEPPER HUNGARIAN HOT    |              |        | 1           |                | 27.50   | EA             | 27.50  |
| TR PEPPER JALAFENO         |              |        | 1           |                | 27.50   | EA             | 27.50  |
| TR PEPPER CAYENNE LONG RED |              |        | 1           |                | 27.50   | EA             | 27.50  |
| TR PEPPER SWEET BANANA SUP |              |        | 1           |                | 27.50   | EA             | 27.50  |
| TR PEPPER BELL BOY         |              |        | 1           |                | 33.57   | EA             | 33.57  |
| TR PEPPER LADY BELL        |              |        | 1           |                | 34.00   | EA             | 34.00  |
| TR TOMATO ROMA PLUM        |              |        | 1           |                | 27.50   | EA             | 27.50  |
| TR TOMATO RUTGERS          |              |        | 1           |                | 27.50   | EA             | 27.50  |
| TR TOMATO BEEFMASTER       |              |        | 2           |                | 29.75   | EA             | 59.50  |
| TR TOMATO BETTER BOY       |              |        | 2           |                | 29.75   | EA             | 59.50  |
| TR TOMATO BURRER BIG BOY   |              |        | 2           |                | 29.75   | EA             | 59.50  |
| TR TOMATO CELEBRITY        |              |        | 2           |                | 33.57   | EA             | 67.14  |
| TR TOMATO EARLY GIRL       |              |        | 2           |                | 29.75   | EA             | 59.50  |
| TR TOMATO LEMON BOY        |              |        | 1           |                | 30.81   | EA             | 30.81  |
| TR TOMATO SWEET 100        |              |        | 1           |                | 30.63   | EA             | 30.63  |
| Subtotal                   |              |        |             |                |         |                | 654.15 |
| FREIGHT                    |              |        |             |                |         |                | 116.60 |
| Subtotal                   |              |        |             |                |         |                | 770.75 |
| Total                      |              |        |             |                |         |                | 770.75 |

PAYMENT STUB ... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO:  
FRED C. GLOECKNER & CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 4/30/05 575376

DISCOUNT IF PAID BY 5/10/05

MORRONI BROS INC  
SMITHMILL, PA 16680

AMOUNT DUE → 757.67

OTHERWISE PAY → 770.75

## Acceptance of Terms

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

## Limitation of Warranty

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder. Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

## Limitation of Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

## Confirmation and Governing Law

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

## Prices

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

## Payment

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

## Inspection and Return Policy

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

## Delays, Shortages and Substitutions

Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

## Survival

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

## Protected Varieties

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

CHARGED ORDER

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

Page 1

BILL TO MORRONI BROS INC  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 5/09/05  
INVOICE # 576581SHIP TO MORRONI BROS FLORISTS, INC  
36 SIMPSON STREET  
SMITHMILL, PA 16680

SHIP POINT: MINNESOTA

SHIP VIA: FEDERAL EXPRESS

| OUR ORDER #                  | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE          |         |        |        |
|------------------------------|--------------|--------|-------------|--------------------|---------|--------|--------|
| 99436-00                     |              | 180512 | Eck, Fred J | February 07, 2005M | 4899000 | 221010 |        |
| VARIETY/DESCRIPTION          |              |        | QTY.        | PKG. SIZE          | UNIT \$ | PER    | AMOUNT |
| FLOWER FALLS URC             |              |        |             |                    |         |        |        |
| ARGYRAN BUTTERFLY YELLOW     |              |        | 300         |                    | 115.00  | /M     | 34.50  |
| ARGYRAN NEPTUNE              |              |        | 200         |                    | 115.00  | /M     | 23.00  |
| HELICHRYSUM ICICLES          |              |        | 1000        |                    | 110.00  | /M     | 110.00 |
| HELICHRYSUM PETIOLARE SILVER |              |        | 1000        |                    | 95.00   | /M     | 95.00  |
| SCAEVOLA AEMULA FANCY        |              |        | 300         |                    | 130.00  | /M     | 39.00  |
|                              |              |        |             | Subtotal           |         |        | 301.50 |
| PACKING                      |              |        |             |                    |         |        | 15.00  |
| FREIGHT                      |              |        |             |                    |         |        | 37.50  |
| ROYALTY & TAGS               |              |        |             |                    |         |        | 32.00  |
|                              |              |        |             | Subtotal           |         |        | 386.00 |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |
|                              |              |        |             |                    |         |        |        |

PAYMENT STUB... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO:  
FRED C. GLOECKNER & CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 5/09/05 576581

DISCOUNT IF PAID BY 5/19/05

MORRONI BROS INC  
SMITHMILL, PA 16680

AMOUNT DUE → 379.97

OTHERWISE PAY → 386.00

## Acceptance of Terms

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

## Limitation of Warranty

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder.

Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

## Limitation of Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

## Confirmation and Governing Law

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

## Prices

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

## Payment

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

## Inspection and Return Policy

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

## Delays, Shortages and Substitutions

Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

## Survival

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

## Protected Varieties

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

CHARGED ORDER

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

Page 1

BILL TO MORRONI BROS INC  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 5/13/05  
INVOICE # 577463SHIP TO MORRONI BROS FLORISTS, INC  
P O BOX 158  
ROUTE 253 CLEARFIELD COUNTY  
SMITHMILL, PA 16680

SHIP POINT: IOWA

SHIP VIA: U.F.S. 2ND DAY

| OUR ORDER #                               | CUST. P.O. # | REF. # | SALESMAN          | SHIP DATE      |         |                |        |
|---|--------------|--------|-------------------|----------------|---------|----------------|--------|
| 04306-00                                  |              | 180502 | Gloeckner, Theo J | April 11, 2005 | M       | 4899000 221005 |        |
| VARIETY/DESCRIPTION                       |              |        | QTY.              | PKG. SIZE      | UNIT \$ | PER            | AMOUNT |
| BRUSSEL SPROUTS PLGS 475/TR<br>JADE CROSS |              |        | 475               |                | .063    | EA             | 29.93  |
| CABBAGE PLGS 475/TR<br>EARLY FLAT DUTCH   |              |        | 1425              |                | .058    | EA             | 82.65  |
| KOHLRABI PLGS 475/TR<br>GRAND DUKE        |              |        | 475               |                | .058    | EA             | 27.55  |
| PEPPER PLGS 475/TR<br>PURPLE BTY          |              |        | 475               |                | .063    | EA             | 29.93  |
| TOMATOE F1 HYB PLGS 475/TR<br>HUSKY RED   |              |        | 950               |                | .072    | EA             | 68.40  |
| JULIET                                    |              |        | 475               |                | .072    | EA             | 34.20  |
|   |              |        | Subtotal          |                |         |                | 272.66 |
|   |              |        |                   |                |         |                | 6.50   |
|   |              |        |                   |                |         |                | 62.42  |
|   |              |        | Subtotal          |                |         |                | 341.58 |
|   |              |        | Total             |                |         |                | 341.58 |

BULBS-SEEDS-PLANTS SUPPLIES FROM WORLD WIDE SOURCES

Gred C.

**Gloeckner**

PACKING & FREIGHT  
Company, Incorporated

PAYMENT STUB ... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO.

FRED C. GLOECKNER &amp; CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 5/13/05 577463

DISCOUNT IF PAID BY 5/23/05

MORRONI BROS INC  
SMITHMILL, PA 16680

AMOUNT DUE → 336.13

OTHERWISE PAY → 341.58

## Acceptance of Terms

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

## Limitation of Warranty

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder. Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

## Limitation of Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

## Confirmation and Governing Law

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

## Prices

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

## Payment

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

## Inspection and Return Policy

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

## Delays, Shortages and Substitutions

Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

## Survival

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

## Protected Varieties

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents, or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

CHARGED ORDER

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

Page 1

BILL TO MORRONI BROS INC  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 5/13/05  
INVOICE # 577465SHIP TO MORRONI BROS FLORISTS, INC  
P O BOX 158  
ROUTE 253 CLEARFIELD COUNTY  
SMITHMILL, PA 16680

SHIP POINT: IOWA

SHIP VIA: U.P.S. 2ND DAY

| OUR ORDER #                               | CUST. P.O. # | REF. # | SALESMAN     | SHIP DATE      |         |                |        |
|---|--------------|--------|--------------|----------------|---------|----------------|--------|
| 00536-00                                  |              | 180900 | DECK, Fred J | MARCH 22, 2005 | A       | 4899000 221005 |        |
| VARIETY/DESCRIPTION                       |              |        | QTY.         | PKG. SIZE      | UNIT \$ | PER            | AMOUNT |
| BRUSSEL SPROUTS PLGS 475/TR<br>JADE CROSS |              |        | 475          |                | .063    | EA             | 29.93  |
| CABBAGE PLGS 475/TR<br>EARLY FLAT DUTCH   |              |        | 475          |                | .058    | EA             | 27.55  |
| EGGPLANT PLGS 475/TR<br>DUSKY             |              |        | 475          |                | .063    | EA             | 29.93  |
| CAULIFLOWER PLGS 475/TR<br>SELF BLANCHE   |              |        | 475          |                | .058    | EA             | 27.55  |
| KOHLRABI PLGS 475/TR<br>GRAND DUKE        |              |        | 475          |                | .058    | EA             | 27.55  |
| TOMATOE F1 HYB PLGS 475/TR<br>JULIET      |              |        | 435          |                | .072    | EA             | 31.32  |
| PEPPER PLGS 475/TR Fred C.<br>BELL BOY    |              |        | 475          |                | .072    | EA             | 34.20  |
| HUNGARIAN YELLOW WAX                      |              |        | 950          |                | .058    | EA             | 55.10  |
| JALAPENO                                  |              |        | 475          |                | .058    | EA             | 27.55  |
| SWEET BANANA                              |              |        | 475          |                | .058    | EA             | 27.55  |
| TOMATOE F1 HYB PLGS 475/TR<br>BEEF MASTER |              |        | 475          |                | .072    | EA             | 34.20  |
| BETTER BOY                                |              |        | 950          |                | .072    | EA             | 68.40  |
| PATIO                                     |              |        | 475          |                | .072    | EA             | 34.20  |
| TOMATOE PLGS 475/TR<br>ROMA               |              |        | 475          |                | .058    | EA             | 27.55  |
| TOMATOE F1 HYB PLGS 475/TR                |              |        |              |                |         |                |        |

VALUES FROM WORLD WIDE SOURCES

**Gloeckner**  
&  
Company,  
Incorporated

Continues

Continued

PAYMENT STUB... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO.

FRED C. GLOECKNER &amp; CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #

48990-00 5/13/05 577465

MORRONI BROS INC  
SMITHMILL, PA 16680

DISCOUNT IF PAID BY

AMOUNT DUE →

OTHERWISE PAY →

### Acceptance of Terms

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

### Limitation of Warranty

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder. Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

### Limitation of Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

### Confirmation and Governing Law

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

### Prices

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

### Payment

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

### Inspection and Return Policy

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

### Delays, Shortages and Substitutions

Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

### Survival

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

### Protected Varieties

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVP (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

CHARGED ORDER

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

Page 2

BILL TO MORRONI BROS INC  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 5/13/05  
INVOICE # 577465SHIP TO MORRONI BROS FLORISTS, INC  
P O BOX 158  
ROUTE 253 CLEARFIELD COUNTY  
SMITHMILL, PA 16680

SHIP POINT: IOWA

SHIP VIA: U.F.S. 2ND DAY

| OUR ORDER #         | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE      |           |         |        |        |
|---------------------|--------------|--------|-------------|----------------|-----------|---------|--------|--------|
| 00536-00            |              | 180900 | Eck, Theo J | March 22, 2005 | A         | 4899000 | 221005 |        |
| VARIETY/DESCRIPTION |              |        |             | QTY.           | PKG. SIZE | UNIT \$ | PER    | AMOUNT |
| SWEET 100 CHERRY    |              |        |             | 475            |           | .072    | EA     | 34.20  |
|                     |              |        |             | Subtotal       |           |         |        | 516.78 |
| PACKING             |              |        |             |                |           |         |        | 13.00  |
| FREIGHT             |              |        |             |                |           |         |        | 124.84 |
|                     |              |        |             | Subtotal       |           |         |        | 654.62 |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        |        |
|                     |              |        |             |                |           |         |        | </     |

PAYMENT STUB ... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO.  
FRED C. GLOECKNER & CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 5/13/05 577465

DISCOUNT IF PAID BY 5/23/05

MORRONI BROS INC  
SMITHMILL, PA 16680

AMOUNT DUE → 644.28

OTHERWISE PAY → 654.62

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

CHARGED ORDER

Page 1

BILL TO MORRONI BROS INC  
43 SIMPSON ST  
P.O. BOX 158  
SMITHMILL, PA 16680

INVOICE DATE

5/26/05

INVOICE #

580585

SHIP TO MORRONI BROS FLORISTS, INC  
43 SIMPSON ST  
ROUTE 253  
SMITHMILL, PA 16680

SHIP POINT: FLORIDA

SHIP VIA: FEDERAL EXPRESS

| OUR ORDER #                  | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE      |         |         |        |
|------------------------------|--------------|--------|-------------|----------------|---------|---------|--------|
| 24574-00                     |              | 180530 | Eck, Theo J | March 07, 2005 | A       | 4899000 | 221004 |
| VARIETY/DESCRIPTION          |              |        | QTY.        | PKG. SIZE      | UNIT \$ | PER     | AMOUNT |
| MARIGOLD AFR ARROWS 275/TRAY |              |        |             |                |         |         |        |
| ANTIGUA YELLOW               |              |        | 550         |                | 78.34   | /M      | 43.09  |
| ANTIGUA ORANGE               |              |        | 275         |                | 78.34   | /M      | 21.54  |
| ANTIGUA GOLD                 |              |        | 275         |                | 78.34   | /M      | 21.54  |
|                              |              |        | Subtotal    |                |         |         | 86.17  |
| FREIGHT                      |              |        |             |                |         |         | 20.00  |
|                              |              |        | Subtotal    |                |         |         | 106.17 |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
|                              |              |        |             |                |         |         |        |
| </                           |              |        |             |                |         |         |        |

PAYMENT STUB ... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO:  
FRED C. GLOECKNER & CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 5/26/05 580585

DISCOUNT IF PAID BY 6/05/05

MORRONI BROS INC  
SMITHMILL, PA 16680

AMOUNT DUE → 104.45

OTHERWISE PAY → 106.17

### Acceptance of Terms

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

### Limitation of Warranty

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder. Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

### Limitation of Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

### Confirmation and Governing Law

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

## Prices

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

## Payment

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

### Inspection and Return Policy

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

### Delays, Shortages and Substitutions

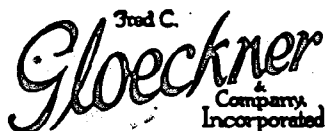
Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

## Survival

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

## Protected Varieties

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

CHARGED ORDER

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

Page 1

BILL TO

MORRONI BROS INC  
P.O. BOX 158  
SMITHMILL, PA 16680

INVOICE DATE

5/26/05

INVOICE #

580917

SHIP TO

MORRONI BROS FLORISTS, INC  
P O BOX 158  
ROUTE 253 CLEARFIELD COUNTY  
SMITHMILL, PA 16680

SHIP POINT: FLORIDA

SHIP VIA: FEDERAL EXPRESS

| OUR ORDER #                     | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE      |         |         |        |
|---------------------------------|--------------|--------|-------------|----------------|---------|---------|--------|
| 00526-00                        |              | 180526 | Eck, Theo J | March 14, 2005 | A       | 4899000 | 221004 |
| VARIETY/DESCRIPTION             |              |        | QTY.        | PKG. SIZE      | UNIT \$ | PER     | AMOUNT |
| PETUNIA SPEC CR 275/TR (VINING) |              |        |             |                |         |         |        |
| EASY WAVE BLUE                  |              |        | 275         |                | 195.84  | /M      | 53.86  |
| EASY WAVE PINK                  |              |        | 275         |                | 195.84  | /M      | 53.86  |
| EASY WAVE RED                   |              |        | 550         |                | 195.84  | /M      | 107.71 |
| EASY WAVE WHITE                 |              |        | 275         |                | 195.84  | /M      | 53.86  |
| WAVE LAVENDER                   |              |        | 275         |                | 195.84  | /M      | 53.86  |
| WAVE PURPLE                     |              |        | 550         |                | 195.84  | /M      | 107.71 |
| WAVE ROSE                       |              |        | 275         |                | 195.84  | /M      | 53.86  |
|                                 |              |        |             | Subtotal       |         |         | 484.72 |
| FREIGHT                         |              |        |             |                |         |         | 60.00  |
|                                 |              |        |             | Subtotal       |         |         | 544.72 |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |
|                                 |              |        |             |                |         |         |        |

PAYMENT STUB ... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO.  
FRED C. GLOECKNER & CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 5/26/05 580917

DISCOUNT IF PAID BY 6/05/05

MORRONI BROS INC  
SMITHMILL, PA 16680

AMOUNT DUE → 535.03

OTHERWISE PAY → 544.72

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

CHARGED ORDER

Page 1

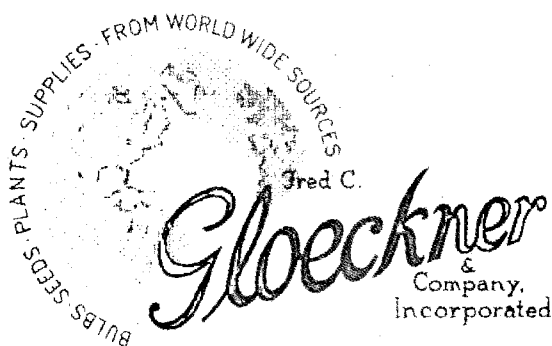
BILL TO MORRONI BROS INC  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 5/26/05  
INVOICE # 580921SHIP TO MORRONI BROS FLORISTS, INC  
P O BOX 158  
ROUTE 253 CLEARFIELD COUNTY  
SMITHMILL, PA 16680

SHIP POINT: FLORIDA

SHIP VIA: TRUCK

| OUR ORDER # | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE      |   |                |
|-------------|--------------|--------|-------------|----------------|---|----------------|
| 03779-00    |              | 180898 | Eck, Theo J | April 11, 2005 | M | 4899000 221006 |

| VARIETY/DESCRIPTION     | QTY. | PKG. SIZE | UNIT \$ | PER | AMOUNT |
|-------------------------|------|-----------|---------|-----|--------|
| PETUNIA (VINING) 500/TR |      |           |         |     |        |
| WAVE MISTY LILAC        | 500  |           | 182.04  | /M  | 91.02  |
| WAVE BLUE               | 500  |           | 182.04  | /M  | 91.02  |
| EASY WAVE RED           | 500  |           | 182.04  | /M  | 91.02  |
| EASY WAVE WHITE         | 500  |           | 182.04  | /M  | 91.02  |
| WAVE PINK IMP           | 500  |           | 182.04  | /M  | 91.02  |
|                         |      | Subtotal  |         |     | 455.10 |
|                         |      | FREIGHT   |         |     | 19.00  |
|                         |      | Subtotal  |         |     | 474.10 |
|                         |      | Total     |         |     | 474.10 |

PAYMENT STUB... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO.  
FRED C. GLOECKNER & CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 5/26/05 580921MORRONI BROS INC  
SMITHMILL, PA 16680

DISCOUNT IF PAID BY 6/05/05

AMOUNT DUE → 465.00

OTHERWISE PAY → 474.10

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

CHARGED ORDER

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

Page 1

BILL TO MORRONI BROS INC  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 5/26/05  
INVOICE # 580928SHIP TO MORRONI BROS FLORISTS, INC  
P O BOX 158  
ROUTE 253 CLEARFIELD COUNTY  
SMITHMILL, PA 16680

SHIP POINT: FLORIDA

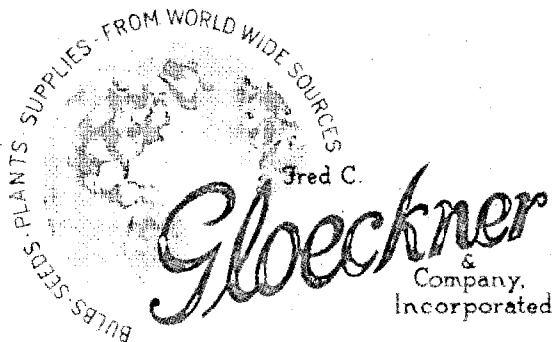
SHIP VIA: FEDERAL EXPRESS

| OUR ORDER #           | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE          |         |         |        |
|-----------------------|--------------|--------|-------------|--------------------|---------|---------|--------|
| 14238-00              |              | 180669 | Eck, Theo J | February 28, 2005M |         | 4899000 | 221004 |
| VARIETY/DESCRIPTION   |              |        | QTY.        | PKG. SIZE          | UNIT \$ | PER     | AMOUNT |
| IMPATIE ARROW 275/TR  |              |        |             |                    |         |         |        |
| SUPER ELFIN WHITE IMP |              |        | 275         |                    | 63.65   | /M      | 17.50  |
| SUPER ELFIN VIOLET    |              |        | 275         |                    | 63.65   | /M      | 17.50  |
| SUPER ELFIN DP PINK   |              |        | 275         |                    | 63.65   | /M      | 17.50  |
| SUPER ELFIN CORAL IMP |              |        | 275         |                    | 63.65   | /M      | 17.50  |
|                       |              |        | Subtotal    |                    |         |         | 70.00  |
| FREIGHT               |              |        |             |                    |         |         | 20.00  |
|                       |              |        | Subtotal    |                    |         |         | 90.00  |
|                       |              |        | Total       |                    |         |         | 90.00  |

BULBS, SEEDS, PLANTS SUPPLIES - FROM WORLD WIDE SOURCES

Fred C.

**Gloeckner**  
&  
Company,  
Incorporated

PAYMENT STUB... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO:  
FRED C. GLOECKNER & CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 5/26/05 580928MORRONI BROS INC  
SMITHMILL, PA 16680

DISCOUNT IF PAID BY 6/05/05

AMOUNT DUE → 88.60

OTHERWISE PAY → 90.00

**Acceptance of Terms**

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

**Limitation of Warranty**

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder. Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

**Limitation of Remedy**

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

**Confirmation and Governing Law**

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

**Prices**

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

**Payment**

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

**Inspection and Return Policy**

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

**Delays, Shortages and Substitutions**

Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

**Survival**

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

**Protected Varieties**

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

600 Mamaroneck Ave., Harrison, NY 10528

(914) 698-2300 • FAX (914) 698-0848

CHARGED ORDER

Page 1

BILL TO MORRONI BROS INC  
P.O. BOX 158  
SMITHMILL, PA 16680

INVOICE DATE

5/26/05

INVOICE #

580929

SHIP TO MORRONI BROS FLORISTS, INC  
36 SIMPSON STREET  
SMITHMILL, PA 16680

SHIP POINT: FLORIDA

SHIP VIA: FEDERAL EXPRESS

|                             |              |        |             |                |         |                |
|-----------------------------|--------------|--------|-------------|----------------|---------|----------------|
| OUR ORDER #                 | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE      |         |                |
| 00705-01                    |              | 180880 | Eck, Theo J | March 07, 2005 | A       | 4899000 221004 |
| VARIETY/DESCRIPTION         |              |        | QTY.        | PKG. SIZE      | UNIT \$ | PER AMOUNT     |
| MARIGOLD FR ARROWS 275/TRAY |              |        |             |                |         |                |
| JANIE FLAME                 |              |        | 550         |                | 63.65   | /M 35.01       |
| SAFARI RED                  |              |        | 275         |                | 63.65   | /M 17.50       |
| SAFARI YELLOW               |              |        | 550         |                | 63.65   | /M 35.01       |
|                             |              |        | Subtotal    |                |         | 87.52          |
| FREIGHT                     |              |        |             |                |         | 12.50          |
|                             |              |        | Subtotal    |                |         | 100.02         |
|                             |              |        | Total       |                |         | 100.02         |

BULBS SEEDS PLANTS SUPPLIES FROM WORLD WIDE SOURCES

Greg C.

**Gloeckner**  
&  
Company.  
Incorporated

PAYMENT STUB ... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO:  
FRED C. GLOECKNER & CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 5/26/05 580929

MORRONI BROS INC  
SMITHMILL, PA 16680

DISCOUNT IF PAID BY 6/05/05

AMOUNT DUE → 98.27

OTHERWISE PAY → 100.02

## Acceptance of Terms

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

## Limitation of Warranty

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder.

Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

## Limitation of Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

## Confirmation and Governing Law

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

## Prices

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

## Payment

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

## Inspection and Return Policy

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

## Delays, Shortages and Substitutions

Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

## Survival

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

## Protected Varieties

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.

OTHERWISE PAY  $\longrightarrow$  565.12

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS • BULBS • PLANTS • SUPPLIES • FROM WORLD WIDE SOURCES

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

CHARGED ORDER

Page 1

BILL TO MORRONI BROS INC  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 5/26/05  
INVOICE # 580950SHIP TO MORRONI BROS FLORISTS, INC  
P O BOX 158  
ROUTE 253 CLEARFIELD COUNTY  
SMITHMILL, PA 16680

SHIP POINT: FLORIDA

SHIP VIA: FEDERAL EXPRESS

| OUR ORDER #                 | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE      |         |                |        |
|-----------------------------|--------------|--------|-------------|----------------|---------|----------------|--------|
| 03759-00                    |              | 180899 | Eck, Theo J | April 25, 2005 | M       | 4899000 221005 |        |
| VARIETY/DESCRIPTION         |              |        | QTY.        | PKG. SIZE      | UNIT \$ | PER            | AMOUNT |
| CELOSIA FAST PAC 500/TR     |              |        |             |                |         |                |        |
| CASTLE PINK                 |              |        | 1000        |                | 37.67   | /M             | 37.67  |
| CASTLE SCARLET              |              |        | 1000        |                | 37.67   | /M             | 37.67  |
| CASTLE YELLOW               |              |        | 500         |                | 37.67   | /M             | 18.84  |
| NEW LOOK                    |              |        | 1500        |                | 37.67   | /M             | 56.51  |
| JEWEL BOX MIX               |              |        | 500         |                | 37.67   | /M             | 18.84  |
| IMPATIENT FAST PAC 500/TR   |              |        |             |                |         |                |        |
| ACCENT RED                  |              |        | 1000        |                | 45.21   | /M             | 45.21  |
| ACCENT ROSE                 |              |        | 500         |                | 45.21   | /M             | 22.61  |
| ACCENT SALMON               |              |        | 500         |                | 45.21   | /M             | 22.61  |
| ACCENT WHITE                |              |        | 1000        |                | 45.21   | /M             | 45.21  |
| ACCENT DP PINK              |              |        | 500         |                | 45.21   | /M             | 22.61  |
| ACCENT LILAC                |              |        | 500         |                | 45.21   | /M             | 22.61  |
| ACCENT MIX                  |              |        | 2000        |                | 45.21   | /M             | 90.42  |
| ACCENT CRANBERRY            |              |        | 500         |                | 45.21   | /M             | 22.61  |
| SUPER ELFIN LIPSTICK IMP    |              |        | 500         |                | 45.21   | /M             | 22.61  |
| SUPER ELFIN-RED VELVET      |              |        | 500         |                | 45.21   | /M             | 22.61  |
| SUPER ELFIN SUNRISE Fred C. |              |        | 500         |                | 45.21   | /M             | 22.61  |
| ZINNIA ARROW 275/TRA        |              |        |             |                |         |                |        |
| PROFUSION APRICOT           |              |        | 550         |                | 78.34   | /M             | 43.09  |
| PROFUSION CHERRY            |              |        | 1650        |                | 78.34   | /M             | 129.26 |
| PROFUSION FIRE              |              |        | 1100        |                | 78.34   | /M             | 86.17  |
| PROFUSION ORANGE            |              |        | 550         |                | 78.34   | /M             | 43.09  |
| PROFUSION WHITE             |              |        | 550         |                | 78.34   | /M             | 43.09  |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |
|                             |              |        |             |                |         |                |        |

Continued

PAYMENT STUB... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO:  
FRED C. GLOECKNER & CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 5/26/05 580950MORRONI BROS INC  
SMITHMILL, PA 16680

DISCOUNT IF PAID BY

AMOUNT DUE →

OTHERWISE PAY →

Terms: 30:00MM

ther materials ("merchandise")  
tations with salesmen or other  
herein. Purchaser acknowledges  
representation not contained  
these terms and conditions shall  
igned by Seller. Placement of the  
purchaser's offer to purchase the mer-  
conditions. All orders and con-

not required by law, that merchantability appearing in Seller's catalog within recognized tolerances, SELLER MAKES NO FURTHER WARRANTY, EXPRESS OR IMPLIED, AND NO FURTHER WARRANTIES, GUARANTEES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE EXCLUDED. ALL WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF ARE HEREBY EXCLUDED.

separately warranted by the manufacturer or ratify any manufacturer's warranty, and Seller shall have no liability to adopt or ratify any warranties, express or implied, by Purchaser upon resale of the merchandise or any liability thereunder. Seller shall indemnify and hold Seller harmless from and against any and all claims, damages or losses of any kind to any person arising from or resulting from any express or implied warranties or implied, made by Purchaser or Seller, whether or not caused in whole or in part by the defect. Seller shall have no liability for any damages, loss or expense, including reasonable attorney's fees, notice of any breach is given to Purchaser within thirty (30) days after the breach has been discovered. Any action for breach of this warranty shall be commenced within one year after the date of the breach.

EXCLUSIVE REMEDY SHALL BE  
 ASE PRICE. SELLER'S LIABILITY,  
 OF CONTRACT, BREACH OF  
 E, PRODUCTS LIABILITY, OR ANY  
 ILITY, IS LIMITED TO THE  
 HASE PRICE. UNDER NO CIR-  
 CLE BE LIABLE FOR DAMAGES IN  
 ASE PRICE, OR FOR ANY SPECIAL,  
 OR CONSEQUENTIAL DAMAGES.

## Learning Law

New York shall govern the rights,  
 the parties. Purchaser hereby submits  
 courts of that State as to any dispute  
 between the parties and agrees that  
 parties shall be brought in the  
 court located in Westchester County,  
 New York, for the resolution of any  
 litigation, the prevailing party shall  
 be entitled to recover its reasonable  
 attorney's fees in addition to

Prices do not include  
ty, and shall have no lia-

ms specified on invoice.  
ls. In the event of  
when due, and in addi-  
available to Seller, SELLER  
LATE CHARGE OF  
OR THE MAXIMUM  
VER IS LESS, ON ALL  
ATE DUE UNTIL THE

upon receipt. Seller  
ess notice is given  
ys after such defect is or  
of loss or damage due  
tain and forward an  
partment within fifteen  
conforming to the  
hout Seller's prior writ-  
merchandise and any  
the Seller's warranty  
fter delivery. All returns  
pping instructions with  
onforming merchandise  
.

## ns

ys in delivery or for loss-  
foreseen, supervening  
t to make partial ship-  
mpracticable. In the  
te such other, similar

provisions of sale stated  
any reason be held pro-  
law, in whole or in part,  
the extent of such prohi-  
the remainder of such  
hereof.

Plant Patent Number),  
PA (Plant Variety  
AP (Plant Variety  
Rights certificate  
ction Pending) are pro-  
for plant variety protec-  
reproduced without  
ized representative) has  
es during normal busi-  
the restrictions on use



## Acceptance of Terms

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

## Limitation of Warranty

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder. Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

## Limitation of Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

## Confirmation and Governing Law

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

## Prices

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

## Payment

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

## Inspection and Return Policy

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

## Delays, Shortages and Substitutions

Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

## Survival

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

## Protected Varieties

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

CHARGED ORDER

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

Page 1

BILL TO MORRONI BROS INC  
43 SIMPSON ST  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 5/30/05  
INVOICE # 582410SHIP TO MORRONI BROS INC  
43 SIMPSON ST  
P.O. BOX 158  
SMITHMILL, PA 16680

SHIP POINT:

SHIP VIA: D.H.L.

| OUR ORDER #   | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE      |           |         |     |        |
|---|--------------|--------|-------------|----------------|-----------|---------|-----|--------|
| 26002-00  |              | 180518 | Eck, Theo J | March 07, 2005 | A         | 4899000 | 22  | 00     |
| VARIETY/DESCRIPTION   |              |        |             | QTY.           | PKG. SIZE | UNIT \$ | PER | AMOUNT |
| *****<br>DHL CHARGES FOR DAHLIA SHIPPED ON<br>3/7/05 AND WERE BILLED TO YOU ON INV#<br>565850.<br>(M1531773)<br>***** |              |        |             |                |           |         |     |        |
|   |              |        |             |                | Subtotal  |         |     |        |
| DHL   |              |        |             |                |           |         |     | 25.38  |
|   |              |        |             |                | Subtotal  |         |     | 25.38  |
|   |              |        |             |                | Net Total |         |     | 25.38  |

PAYMENT STUB ... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO.  
FRED C. GLOECKNER & CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #

DISCOUNT IF PAID BY

48990-00 5/30/05 582410

MORRONI BROS INC  
SMITHMILL, PA 16680

AMOUNT DUE → 25.38

OTHERWISE PAY → 25.38

### Acceptance of Terms

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

### Limitation of Warranty

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder.

Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

### Limitation of Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

### Confirmation and Governing Law

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

### Prices

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

### Payment

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

### Inspection and Return Policy

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

### Delays, Shortages and Substitutions

Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

### Survival

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

### Protected Varieties

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

CHARGED ORDER

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

Page 1

BILL TO MORRONI BROS INC  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 8/25/05  
INVOICE # 590161SHIP TO MORRONI BROS FLORISTS, INC  
36 SIMPSON STREET  
SMITHMILL, PA 16680

SHIP POINT: FLORIDA

SHIP VIA: GROWER TRUCK

| OUR ORDER #                  | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE      |         |                |        |
|------------------------------|--------------|--------|-------------|----------------|---------|----------------|--------|
| 00701-00                     |              | 180884 | Eck, Theo J | March 28, 2005 | A       | 4899000 221005 |        |
| VARIETY/DESCRIPTION          |              |        | QTY.        | PKG. SIZE      | UNIT \$ | PER            | AMOUNT |
| ALYSSUM FAST PAC 500/TR      |              |        |             |                |         |                |        |
| SNOW CRYSTALS                |              |        | 2500        |                | 37.67   | /M             | 94.18  |
| WONDERLAND PURPLE            |              |        | 1000        |                | 37.67   | /M             | 37.67  |
| WONDERLAND DP ROSE           |              |        | 1000        |                | 37.67   | /M             | 37.67  |
| EASTER BASKET MIX ( BONNET ) |              |        | 500         |                | 37.67   | /M             | 18.84  |
| AGERATUM FAST PAC 500/TR     |              |        |             |                |         |                |        |
| HAWAII BLUE                  |              |        | 2000        |                | 37.67   | /M             | 75.34  |
| HAWAII ROYAL                 |              |        | 500         |                | 37.67   | /M             | 18.84  |
| HAWAII WHITE                 |              |        | 500         |                | 37.67   | /M             | 18.84  |
| BEGONIA FAST PAC 500/TR      |              |        |             |                |         |                |        |
| SUPER OLYMPIA RED            |              |        | 1000        |                | 45.21   | /M             | 45.21  |
| SUPER OLYMPIA PINK           |              |        | 1000        |                | 45.21   | /M             | 45.21  |
| SUPER OLYMPIA WHITE          |              |        | 500         |                | 45.21   | /M             | 22.61  |
| SENATOR SCARLET              |              |        | 1500        |                | 45.21   | /M             | 67.82  |
| SENATOR PINK                 |              |        | 1500        |                | 45.21   | /M             | 67.82  |
| SENATOR WHITE                |              |        | 500         |                | 45.21   | /M             | 22.61  |
| SENATOR MIX                  |              |        | 500         |                | 45.21   | /M             | 22.61  |
| CELOSIA FAST PAC 500/TR      |              |        |             |                |         |                |        |
| CASTLE PINK                  |              |        | 2000        |                | 37.67   | /M             | 75.34  |
| CASTLE SCARLET               |              |        | 3000        |                | 37.67   | /M             | 113.01 |
| CASTLE YELLOW                |              |        | 1500        |                | 37.67   | /M             | 56.51  |
| NEW LOOK                     |              |        | 2500        |                | 37.67   | /M             | 94.18  |
| JEWEL BOX MIX                |              |        | 1000        |                | 37.67   | /M             | 37.67  |
| COLEUS FAST PAC 500/TR       |              |        |             |                |         |                |        |
| WIZARD MIX                   |              |        | 1000        |                | 45.21   | /M             | 45.21  |
| WIZARD VELVET                |              |        | 500         |                | 45.21   | /M             | 22.61  |
| WIZARD ROSE                  |              |        | 500         |                | 45.21   | /M             | 22.61  |
| WIZARD PINEAPPLE             |              |        | 500         |                | 45.21   | /M             | 22.61  |
| BLACK DRAGON                 |              |        | 500         |                | 45.21   | /M             | 22.61  |

PLANT SOURCES

Gred C.

**Gloeckner**  
&  
Company,  
Incorporated

Continue

Continued

PAYMENT STUB... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO.

FRED C. GLOECKNER &amp; CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 8/25/05 590161MORRONI BROS INC  
SMITHMILL, PA 16680

DISCOUNT IF PAID BY

AMOUNT DUE →

OTHERWISE PAY →

### Acceptance of Terms

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

## Limitation of Warranty

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder.

Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

### Limitation of Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

### Confirmation and Governing Law

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

## Prices

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

## Payment

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

## Inspection and Return Policy

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

## Delays, Shortages and Substitutions

Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

## Survival

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

## Protected Varieties

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

CHARGED ORDER

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

Page 2

BILL TO MORRONI BROS INC  
P.O. BOX 158  
SMITHMILL, PA 16680

INVOICE DATE

8/25/05

INVOICE #

590161

SHIP TO MORRONI BROS FLORISTS, INC  
36 SIMPSON STREET  
SMITHMILL, PA 16680

SHIP POINT: FLORIDA

SHIP VIA: GROWER TRUCK

| OUR ORDER #                                      | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE      |         |                |        |
|--|--------------|--------|-------------|----------------|---------|----------------|--------|
| 00701-00   |              | 180884 | Eck, Theo J | March 28, 2005 | A       | 4899000 221005 |        |
| VARIETY/DESCRIPTION                              |              |        | QTY.        | PKG. SIZE      | UNIT \$ | PER            | AMOUNT |
| DUSTY MILLER FAST PAC 500/TR<br>SILVERDUST       |              |        | 4000        |                | 37.67   | /M             | 150.68 |
| DAHLIA ARROW 275/TRAY<br>FIGARO MIX              |              |        | 1375        |                | 63.65   | /M             | 87.52  |
| LOBELIA FAST PAC 500/TR<br>REGATTA MIDNIGHT BLUE |              |        | 500         |                | 45.21   | /M             | 22.61  |
| REGATTA MARINE BLUE                              |              |        | 500         |                | 45.21   | /M             | 22.61  |
| REGATTA ROSE                                     |              |        | 500         |                | 45.21   | /M             | 22.61  |
| REGATTA BLUE SPLASH                              |              |        | 500         |                | 45.21   | /M             | 22.61  |
| REGATTA SAPPHIRE                                 |              |        | 500         |                | 45.21   | /M             | 22.61  |
| PORTULACA FAST PAC 500/TR<br>SUNDIAL MIX         |              |        | 1500        |                | 45.21   | /M             | 67.82  |
| SALVIA FAST PAC 500/TR<br>VISTA BURGNEY          |              |        | 500         |                | 45.21   | /M             | 22.61  |
| VISTA WHITE                                      |              |        | 500         |                | 45.21   | /M             | 22.61  |
| VISTA RED  |              |        | 1000        |                | 45.21   | /M             | 45.21  |
| VERBENA FAST PAC 500/TR<br>ROMANCE MIX           |              |        | 1500        |                | 60.27   | /M             | 90.41  |
| ROMANCE SCARLET                                  |              |        | 500         |                | 60.27   | /M             | 30.14  |
| ROMANCE CLASSIC ROSE                             |              |        | 500         |                | 60.27   | /M             | 30.14  |
| PETUNIA DBL FAST PAC 500/TR<br>ALL DBL MIX       |              |        | 1500        |                | 45.21   | /M             | 67.82  |
| DBL MADNESS LAVENDER                             |              |        | 500         |                | 45.21   | /M             | 22.61  |
| DBL MADNESS ROSE N WHITE                         |              |        | 500         |                | 45.21   | /M             | 22.61  |
| DBL MADNESS SHEER                                |              |        | 500         |                | 45.21   | /M             | 22.61  |
| PETUNIA SGL FAST PAC 500/TR                      |              |        |             |                |         |                |        |

Supplier's Wide Sources  
Fred C.  
**Gloeckner**  
&  
Company,  
Incorporated

Continues

Continued

PAYMENT STUB... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO.

FRED C. GLOECKNER &amp; CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 8/25/05 590161MORRONI BROS INC  
SMITHMILL, PA 16680

DISCOUNT IF PAID BY

AMOUNT DUE →

OTHERWISE PAY →

## Acceptance of Terms

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

## Limitation of Warranty

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder.

Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

## Limitation of Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

## Confirmation and Governing Law

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

## Prices

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

## Payment

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

## Inspection and Return Policy

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

## Delays, Shortages and Substitutions

Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

## Survival

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

## Protected Varieties

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries, during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

CHARGED ORDER

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

Page 3

BILL TO MORRONI BROS INC  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 8/25/05  
INVOICE # 590161SHIP TO MORRONI BROS FLORISTS, INC  
36 SIMPSON STREET  
SMITHMILL, PA 16680

SHIP POINT: FLORIDA

SHIP VIA: GROWER TRUCK

| OUR ORDER #                  | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE      |         |                |        |
|------------------------------|--------------|--------|-------------|----------------|---------|----------------|--------|
| 00701-00                     |              | 180884 | Eck, Theo J | March 28, 2005 | A       | 4899000 221005 |        |
| VARIETY/DESCRIPTION          |              |        | QTY.        | PKG. SIZE      | UNIT \$ | PER            | AMOUNT |
| CELEBRITY SKY BLUE           |              |        | 500         |                | 37.67   | /M             | 18.84  |
| ULTRA BLUE                   |              |        | 500         |                | 37.67   | /M             | 18.84  |
| ULTRA BURGUNDY               |              |        | 500         |                | 37.67   | /M             | 18.84  |
| ULTRA MIX                    |              |        | 500         |                | 37.67   | /M             | 18.84  |
| ULTRA PINK                   |              |        | 500         |                | 37.67   | /M             | 18.84  |
| ULTRA RED                    |              |        | 1000        |                | 37.67   | /M             | 37.67  |
| ULTRA WHITE                  |              |        | 500         |                | 37.67   | /M             | 18.84  |
| ULTRA RED STAR               |              |        | 500         |                | 37.67   | /M             | 18.84  |
| ULTRA SALMON                 |              |        | 500         |                | 37.67   | /M             | 18.84  |
| ULTRA LILAC                  |              |        | 500         |                | 37.67   | /M             | 18.84  |
| KALE FLWR FAST PAC 500/TR    |              |        |             |                |         |                |        |
| NAGOYA EMPEROR RED           |              |        | 500         |                | 37.67   | /M             | 18.84  |
| NAGOYA EMPEROR WHITE         |              |        | 500         |                | 37.67   | /M             | 18.84  |
| CABBAGE FLWR FAST PAC 500/TR |              |        |             |                |         |                |        |
| OSAKA DYNASTY RED            |              |        | 500         |                | 37.67   | /M             | 18.84  |
| OSAKA DYNASTY WHITE          |              |        | 500         |                | 37.67   | /M             | 18.84  |
| HYPOESTES FAST PAC 500/TR    |              |        |             |                |         |                |        |
| SPLASH SELECT PINK           |              |        | 3500        |                | 45.21   | /M             | 158.24 |
| SPLASH SELECT WHITE          |              |        | 1000        |                | 45.21   | /M             | 45.21  |
| SPLASH SELECT RED            |              |        | 2500        |                | 45.21   | /M             | 113.03 |
| MARIGOLD FR ARROWS 275/TRAY  |              |        |             |                |         |                |        |
| ANTIGUA ORANGE               |              |        | 550         |                | 78.34   | /M             | 43.09  |
| ANTIGUA YELLOW               |              |        | 1650        |                | 78.34   | /M             | 129.26 |
| MARIGOLD FR ARROWS 275/TRAY  |              |        |             |                |         |                |        |
| JANIE HARMONY                |              |        | 275         |                | 63.65   | /M             | 17.50  |
| JANIE DP ORANGE              |              |        | 550         |                | 63.65   | /M             | 35.01  |
| JANIE BRT YELLOW             |              |        | 1100        |                | 63.65   | /M             | 70.02  |
| JANIE FLAME                  |              |        | 550         |                | 63.65   | /M             | 35.01  |
| JANIE SPRY                   |              |        | 275         |                | 63.65   | /M             | 17.50  |

FROM WORLD WIDE SOURCES

*Gloeckner* & Company, Incorporated

Continue

Continued

PAYMENT STUB... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO.

FRED C. GLOECKNER &amp; CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 8/25/05 590161MORRONI BROS INC  
SMITHMILL, PA 16680

DISCOUNT IF PAID BY

AMOUNT DUE →

OTHERWISE PAY →

ITAG - 010VMI

0. 228

CT 9412

## Prices

## Payment

## Inspection and Return Policy

### Delays, Shortages and Substitutions

## Survival

## Protected Varieties

## Limitation of Remedy

### Confirmation and Governing Law

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

CHARGED ORDER

Page 4

BILL TO MORRONI BROS INC  
P.O. BOX 158  
SMITHMILL, PA 16680

INVOICE DATE

8/25/05

INVOICE #

590161

SHIP TO MORRONI BROS FLORISTS, INC  
36 SIMPSON STREET  
SMITHMILL, PA 16680

SHIP POINT: FLORIDA

SHIP VIA: GROWER TRUCK

| OUR ORDER #                 | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE      |         |                |          |
|-----------------------------|--------------|--------|-------------|----------------|---------|----------------|----------|
| 00701-00                    |              | 180884 | Eck, Theo J | March 28, 2005 | A       | 4899000 221005 |          |
| VARIETY/DESCRIPTION         |              |        | QTY.        | PKG. SIZE      | UNIT \$ | PER            | AMOUNT   |
| SAFARI QUEEN                |              |        | 550         |                | 63.65   | /M             | 35.01    |
| SAFARI RED                  |              |        | 550         |                | 63.65   | /M             | 35.01    |
| SAFARI TANGERINE            |              |        | 1100        |                | 63.65   | /M             | 70.02    |
| SAFARI YELLOW               |              |        | 1650        |                | 63.65   | /M             | 105.02   |
| HERO MIX                    |              |        | 1100        |                | 63.65   | /M             | 70.02    |
| HERO ORANGE                 |              |        | 275         |                | 63.65   | /M             | 17.50    |
| HERO YELLOW                 |              |        | 550         |                | 63.65   | /M             | 35.01    |
| IMPATIENT FAST PAC 500/TR   |              |        |             |                |         |                |          |
| ACCENT WHITE                |              |        | 1000        |                | 45.21   | /M             | 45.21    |
| ACCENT CRANBERRY            |              |        | 500         |                | 45.21   | /M             | 22.61    |
| ACCENT RED STAR             |              |        | 500         |                | 45.21   | /M             | 22.61    |
| ACCENT VIOLET STAR          |              |        | 500         |                | 45.21   | /M             | 22.61    |
| ACCENT BRT EYE              |              |        | 500         |                | 45.21   | /M             | 22.61    |
| ACCENT DP BINK              |              |        | 500         |                | 45.21   | /M             | 22.61    |
| ACCENT RED                  |              |        | 1000        |                | 45.21   | /M             | 45.21    |
| ACCENT ROSE                 |              |        | 500         |                | 45.21   | /M             | 22.61    |
| ACCENT SALMON               |              |        | 500         |                | 45.21   | /M             | 22.61    |
| ACCENT MIX                  |              |        | 2000        |                | 45.21   | /M             | 90.42    |
| SUPER ELFIN LIPSTICK        |              |        | 2500        |                | 45.21   | /M             | 113.03   |
| SUPER ELFIN BLUE PEARL      |              |        | 500         |                | 45.21   | /M             | 22.61    |
| SUPER ELFIN PINK            |              |        | 1000        |                | 45.21   | /M             | 45.21    |
| SUPER ELFIN RED             |              |        | 1000        |                | 45.21   | /M             | 45.21    |
| SUPER ELFIN VIOLET          |              |        | 500         |                | 45.21   | /M             | 22.61    |
| SUPER ELFIN SUNRISE         |              |        | 500         |                | 45.21   | /M             | 22.61    |
| MARIGOLD FR ARROWS 275/TRAY |              |        |             |                |         |                |          |
| HERO MIX                    |              |        | 1100        |                | 63.65   | /M             | 70.02    |
|                             |              |        |             | Subtotal       |         |                | 3,897.93 |
| FREIGHT                     |              |        |             |                |         |                | 456.00   |
|                             |              |        |             | Subtotal       |         |                | 4,353.93 |
| Continues                   |              |        |             |                |         |                |          |

PAYMENT STUB ... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO.

FRED C. GLOECKNER &amp; CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 8/25/05 590161MORRONI BROS INC  
SMITHMILL, PA 16680

DISCOUNT IF PAID BY

AMOUNT DUE →

OTHERWISE PAY →

### Acceptance of Terms

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

## Limitation of Warranty

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder.

Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

### Limitation of Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

## Confirmation and Governing Law

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

## Prices

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

## Payment

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

### Inspection and Return Policy

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

### Delays, Shortages and Substitutions

Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

## Survival

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

## Protected Varieties

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



SEEDS - BULBS - PLANTS - SUPPLIES - FROM WORLD WIDE SOURCES

CHARGED ORDER

600 Mamaroneck Ave., Harrison, NY 10528  
(914) 698-2300 • FAX (914) 698-0848

Page 5

BILL TO MORRONI BROS INC  
P.O. BOX 158  
SMITHMILL, PA 16680INVOICE DATE 8/25/05  
INVOICE # 590161SHIP TO MORRONI BROS FLORISTS, INC  
36 SIMPSON STREET  
SMITHMILL, PA 16680

SHIP POINT: FLORIDA

SHIP VIA: GROWER TRUCK

| OUR ORDER # | CUST. P.O. # | REF. # | SALESMAN    | SHIP DATE      |   |                |
|-------------|--------------|--------|-------------|----------------|---|----------------|
| 00701-00    |              | 180884 | Eck, Theo J | March 28, 2005 | A | 4899000 221005 |

VARIETY/DESCRIPTION

QTY.

PKG. SIZE

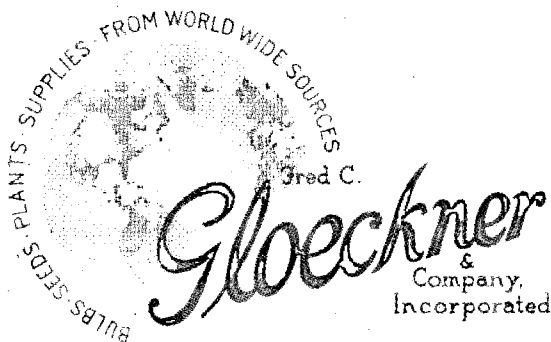
UNIT \$

PER

AMOUNT

Total

4,353.93

PAYMENT STUB... DETACH HERE, STAPLE TO YOUR CHECK AND MAIL TO.  
FRED C. GLOECKNER & CO., INC., 600 MAMARONECK AVE., HARRISON, NY 10528

Limitation of Warranty And Remedy: Terms and conditions of sale, and limitations of warranties and remedies, are set forth on the reverse side. Invoices are due 30 days after invoice date. A late charge will be added to all past due balances. Monthly carrying charge rate 1.5% or 18.0% per year.

ACCOUNT # INV. DATE INV. #  
48990-00 8/25/05 590161

DISCOUNT IF PAID BY 9/04/05

MORRONI BROS INC  
SMITHMILL, PA 16680

AMOUNT DUE → 4,275.97

OTHERWISE PAY → 4,353.93

### Acceptance of Terms

These terms and conditions shall govern all orders for seeds, bulbs, plants, supplies and other materials ("merchandise") placed with Seller. All negotiations with salesmen or other agents of Seller are merged herein. Purchaser acknowledges that it has not relied on any representation not contained herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's offer to purchase the merchandise on these terms and conditions. All orders and contracts are subject to acceptance or rejection by Seller at its offices in Harrison, New York and shall be deemed accepted upon shipment by Seller.

### Limitation of Warranty

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder. Purchaser agrees to defend, indemnify and hold Seller harmless from and against any liability of any kind to any person arising out of any warranty, express or implied, made by Purchaser upon resale of the merchandise. Seller shall have no liability for breach of warranty unless notice of any breach is given within a reasonable time, not to exceed thirty (30) days, after such breach is or should have been discovered. Any action for breach of warranty must be commenced within one year after the cause of action has accrued.

### Limitation of Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

### Confirmation and Governing Law

The law of the State of New York shall govern the rights, duties and obligations of the parties. Purchaser hereby submits to the jurisdiction of the courts of that State as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the Supreme Court of New York located in Westchester County, New York. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other award.

### Prices

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation.

### Payment

Payment is due in accordance with terms specified on invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID.

### Inspection and Return Policy

Purchaser should inspect merchandise upon receipt. Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such defect is or should have been discovered. In cases of loss or damage due to transportation, Purchaser should obtain and forward an inspection report to Seller's Traffic Department within fifteen (15) days of delivery. No merchandise conforming to the Purchaser's order may be returned without Seller's prior written authorization. Requests to return merchandise and any complaints or claims not arising under the Seller's warranty must be made within thirty (30) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. Returns of conforming merchandise are subject to a 10% restocking charge.

### Delays, Shortages and Substitutions

Seller shall not be responsible for delays in delivery or for losses resulting from such delays due to unforeseen, supervening circumstances. Seller reserves the right to make partial shipment if full shipment is commercially impracticable. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

### Survival

If any provision of the terms and conditions of sale stated herein and on the face hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

### Protected Varieties

Varieties listed with the symbols PP# (Plant Patent Number), USPP or PAP (U.S. Patent Pending), PVPA (Plant Variety Protection Act Certificate issued), PVPAP (Plant Variety Protection Act Pending), BR (Breeder's Rights certificate issued) or BRP (Breeder's Rights Protection Pending) are protected by U.S. or foreign plant patents or plant variety protection laws. These varieties may not be reproduced without authorization. The breeder (or authorized representative) has the right to inspect customers' nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.



# STATEMENT

PLEASE STAPLE YOUR REMITTANCE  
TO THIS TEAR STRIP AND RETURN TO

FRED C. GLOECKNER & CO., INC.  
600 MAMARONECK AVENUE  
HARRISON, N.Y. 10528

600 MAMARONECK AVENUE • HARRISON, N.Y. 10528  
(914) 698-2300 • FAX (914) 698-0848 • (800) 345-3787 • WWW.FREDGLOECKNER.COM

MORRONI BROS INC  
43 SIMPSON ST  
P.O. BOX 158  
SMITHMILL

PA 16680

PAGE 1  
PAGE 1

PAGE 1  
PAGE 1

| DATE OF<br>STATEMENT | CUSTOMER NO. |
|----------------------|--------------|
| 9/12/07              | 4899000      |

| DATE OF<br>STATEMENT | CUSTOMER NO. |
|----------------------|--------------|
| 9/12/07              | 4899000      |

SLSMN#- 22

✓ TO INDICATE  
PAYMENT

| DATE     | INVOICE<br>NUMBER | DESCRIPTION    | CHARGE  | CREDIT  | BALANCE  |
|----------|-------------------|----------------|---------|---------|----------|
| 5/15/03  | 12933             | O/A ON ACCT    |         | 489.60  | 489.60-  |
| 4/11/05  | 570142            | Plants, Flower | 3713.86 |         | 3224.26  |
| 1/03/06  | 570142            | Plants, Flower |         | 250.00  | 2974.26  |
| 2/06/06  | 570142            | Plants, Flower |         | 250.00  | 2724.26  |
| 2/19/06  | 570142            | Plants, Flower |         | 250.00  | 2474.26  |
| 4/06/06  | 570142            | Plants, Flower |         | 250.00  | 2224.26  |
| 8/17/06  | 570142            | Plants, Flower |         | 1000.00 | 1224.26  |
| 9/11/06  | 570142            | Plants, Flower |         | 250.00  | 974.26   |
| 10/13/06 | 570142            | Plants, Flower |         | 250.00  | 724.26   |
| 4/12/05  | 570525            | Seeds - Fl. &  | 143.35  |         | 867.61   |
| 4/18/05  | 571599            | Plants, Flower | 694.53  |         | 1562.14  |
| 4/19/05  | 571852            | Plants, Flower | 126.10  |         | 1688.24  |
| 4/20/05  | 572179            | Plants, Flower | 126.10  |         | 1814.34  |
| 4/22/05  | 572927            | Plants, Flower | 727.75  |         | 2542.09  |
| 4/22/05  | 573035            | Plants, Flower | 575.00  |         | 3117.09  |
| 4/26/05  | 573721            | INVOICE        | 308.68  |         | 3425.77  |
| 4/26/05  | 573834            | Plants, Flower | 3329.97 |         | 6755.74  |
| 4/26/05  | 573836            | Plants, Flower | 2137.58 |         | 8893.32  |
| 4/28/05  | 574470            | Plants, Flower | 2132.21 |         | 11025.53 |
| 4/30/05  | 575240            | INVOICE        | 21.50   |         | 11047.03 |
| 4/30/05  | 575375            | Plants, Flower | 1053.17 |         | 12100.20 |
| 4/30/05  | 575376            | Plants, Flower | 770.75  |         | 12870.95 |
| 5/09/05  | 576581            | Plants, Flower | 386.00  |         | 13256.95 |
| 5/13/05  | 577463            | Plants, Flower | 341.58  |         | 13598.53 |
| 5/13/05  | 577465            | Plants, Flower | 654.62  |         | 14253.15 |

| INVOICE<br>NUMBER | ✓ | BALANCE  |
|-------------------|---|----------|
| 12933             |   | 489.60-  |
| 570142            |   | 3713.86  |
| 570142            |   | 250.00-  |
| 570142            |   | 250.00-  |
| 570142            |   | 250.00-  |
| 570142            |   | 250.00-  |
| 570142            |   | 1000.00- |
| 570142            |   | 250.00-  |
| 570142            |   | 250.00-  |
| 570525            |   | 143.35   |
| 571599            |   | 694.53   |
| 571852            |   | 126.10   |
| 572179            |   | 126.10   |
| 572927            |   | 727.75   |
| 573035            |   | 575.00   |
| 573721            |   | 308.68   |
| 573834            |   | 3329.97  |
| 573836            |   | 2137.58  |
| 574470            |   | 2132.21  |
| 575240            |   | 21.50    |
| 575375            |   | 1053.17  |
| 575376            |   | 770.75   |
| 576581            |   | 386.00   |
| 577463            |   | 341.58   |
| 577465            |   | 654.62   |

\*\*\* CONTINUED \*\*\*

BALANCE

BALANCE  
DUE

EXHIBIT

tabbies

B

PLEASE INDICATE CUSTOMER NUMBER ON REMITTANCE



# STATEMENT

PLEASE STAPLE YOUR REMITTANCE  
TO THIS TEAR STRIP AND RETURN TO

FRED C. GLOECKNER & CO., INC.  
600 MAMARONECK AVENUE  
HARRISON, N.Y. 10528

600 MAMARONECK AVENUE • HARRISON, N.Y. 10528  
(914) 698-2300 • FAX (914) 698-0848 • (800) 345-3787 • WWW.FREDGLOECKNER.COM

PAGE 2

PAGE 2

MORRONI BROS INC  
43 SIMPSON ST  
P.O. BOX 158  
SMITHMILL

PA 16680

| DATE OF<br>STATEMENT | CUSTOMER NO. |
|----------------------|--------------|
| 9/12/07              | 4899000      |

| DATE OF<br>STATEMENT | CUSTOMER NO. |
|----------------------|--------------|
| 9/12/07              | 4899000      |

SLSMN#- 22

✓ TO INDICATE  
PAYMENT

| DATE     | INVOICE<br>NUMBER | DESCRIPTION    | CHARGE        | CREDIT  | BALANCE  |
|----------|-------------------|----------------|---------------|---------|----------|
| 5/16/05  | 13821             | O/A ON ACCT    |               | 66.00-  | 14187.15 |
| 5/26/05  | 580585            | Plants, Flower | 106.17        |         | 14293.32 |
| 5/26/05  | 580917            | Plants, Flower | 544.72        |         | 14838.04 |
| 5/26/05  | 580921            | Plants, Flower | 474.10        |         | 15312.14 |
| 5/26/05  | 580928            | Plants, Flower | 90.00         |         | 15402.14 |
| 5/26/05  | 580929            | Plants, Flower | 100.02        |         | 15502.16 |
| 5/26/05  | 580942            | Plants, Flower | 565.12        |         | 16067.28 |
| 5/26/05  | 580950            | Plants, Flower | 1095.95       |         | 17163.23 |
| 5/30/05  | 582410            | INVOICE        | 25.38         |         | 17188.61 |
| 6/15/05  | 13865             | O/A ON ACCT    |               | 386.40- | 16802.21 |
| 8/25/05  | 590161            | Plants, Flower | 4353.93       |         | 21156.14 |
| 11/02/06 | 13978             | O/A ON ACCT    |               | 250.00- | 20906.14 |
|          |                   | LAST PAYMENT   | DATE 11/02/06 |         |          |

| INVOICE<br>NUMBER | ✓ | BALANCE |
|-------------------|---|---------|
| 13821             |   | 66.00-  |
| 580585            |   | 106.17  |
| 580917            |   | 544.72  |
| 580921            |   | 474.10  |
| 580928            |   | 90.00   |
| 580929            |   | 100.02  |
| 580942            |   | 565.12  |
| 580950            |   | 1095.95 |
| 582410            |   | 25.38   |
| 13865             |   | 386.40- |
| 590161            |   | 4353.93 |
| 13978             |   | 250.00- |

THANK YOU FOR USING CUST # ON CHECK

BALANCE 20,906.14

OVER 730  
20,906.14

BALANCE DUE 20,906.14

PLEASE INDICATE CUSTOMER NUMBER ON REMITTANCE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

FRED C. GLOECKNER & COMPANY, INC. )

Plaintiff

vs.

MORRONI BROTHERS FLORISTS, INC. )

Defendant )

:  
) No.  
:  
)  
:  
)  
:  
)  
:  
)

VERIFICATION

Edward M. Papko states that he is Credit Manager of Fred C. Gloeckner & Company, Inc.; that he is acquainted with the facts set forth in the foregoing Complaint; that the same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.



Edward M. Papko

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103318  
NO: 07-1685-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: FRED C. GLOECKNER & COMPANY, INC.  
vs.  
DEFENDANT: MORRONI BROTHERS FLORISTS, INC.

SHERIFF RETURN

NOW, October 24, 2007 AT 1:20 PM SERVED THE WITHIN COMPLAINT ON MORRONI BROTHERS FLORISTS, INC. DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RUSSEL MORRONI, OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

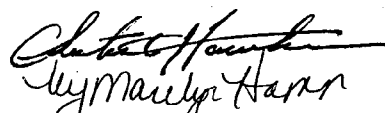
FILED  
FEB 08 2008  
0/2:30/14  
William A. Shaw  
Prothonotary/Clerk of Court

| PURPOSE         | VENDOR | CHECK # | AMOUNT |
|-----------------|--------|---------|--------|
| SURCHARGE       | LEE    | 12306   | 10.00  |
| SHERIFF HAWKINS | LEE    | 12306   | 46.57  |

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2008  
2007

So Answers,

  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

FRED C. GLOECKNER & COMPANY, INC., )  
Plaintiff : No. 07-1685-CD  
vs. :  
MORRONI BROTHERS FLORISTS, INC., :  
Defendant )

**FILED** *Atty pd. 20.00*  
*M/10:55/07*  
**FEB 13 2008** *Notice to Def.*  
William A. Shaw  
Prothonotary/Clerk of Courts  
*Statement to Atty*  
*CP*

PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT

TO THE PROTHONOTARY:

Please enter judgment by default in favor of Plaintiff Fred C. Gloeckner & Company, Inc. and against Defendant Morroni Brothers Florists, Inc. for Defendant's failure to plead to the Complaint filed in this civil action within the required time. The Complaint contains a notice to defend within twenty (20) days of service thereof. Defendant was served with the Complaint on October 24, 2007, and Defendant's Answer was due to be filed on November 13, 2007.

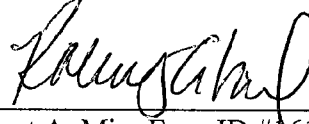
Attached as Exhibit "A" is a copy of Plaintiff's written notice of its intention to file this Praecipe, which I certify was mailed by regular mail to Defendant at its last known address and to its attorney of record, if any, on December 5, 2007 which is at least ten (10) days prior to the filing of this Praecipe.

Please assess damages as follows:

|   |                 |
|---|-----------------|
| Amount demanded in the Complaint                            | \$20,906.14     |
| Prejudgment interest at the rate of 6% from August 31, 2005 | \$2,926.86      |
| Court costs   | <u>\$185.00</u> |
| Total   | \$24,018.00     |

LEE, GREEN & REITER, INC.

By:

A handwritten signature in dark ink, appearing to read "Robert A. Mix", written over a horizontal line.

Robert A. Mix, Esq., ID #16164  
Attorney for Plaintiff  
115 East High Street  
Lock Drawer 179  
Bellefonte, PA 16823  
814-355-4769

LEE, GREEN & REITER, INC.

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

DONALD E. LEE  
JOSEPH P. GREEN  
DENNIS O. REITER  
ROBERT A. MIX  
JONATHAN D. GRINE

December 4, 2007

COPY

115 EAST HIGH STREET  
POST OFFICE BOX 179  
BELLEFONTE, PA 16823-0179  
(814) 355-4769  
FAX (814) 355-5024  
WWW.LMGRLAW.COM

Morroni Brothers Florists, Inc.  
43 Simpson Street  
P.O. Box 158  
Smithmill, PA 16680

Re: Fred C. Gloeckner & Co., Inc.  
Vs: Morroni Brothers Florists, Inc.  
C. C. P. Clearfield Co. No. 07-1685-CD  
Our File: CL-9399

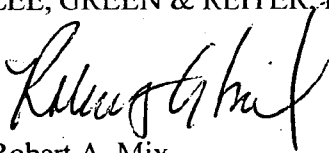
Gentlemen:

Pursuant to Pennsylvania Rule of Civil Procedure 237.1, I am enclosing for service on you an Important Notice advising you of Plaintiff Fred C. Gloeckner & Company, Inc.'s intent to request the entry of judgment by default against you.

If you have any questions regarding this notice, please give me a call. Thank you.

Very truly yours,

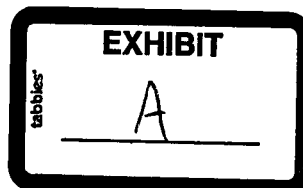
LEE, GREEN & REITER, INC.



Robert A. Mix

RAM/taw

Enclosure



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

FRED C. GLOECKNER & COMPANY, INC., )  
Plaintiff : No. 07-1685-CD  
)  
vs. :  
)  
MORRONI BROTHERS FLORISTS, INC., :  
Defendant )

To: Morroni Brothers Florists, Inc.  
43 Simpson Street, P.O. Box 158  
Smithmill, PA 16680

Date of Notice: December 4, 2007

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Court Administrator's Office  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641, ext. 5982

LEE, GREEN & REITER, INC.

By: 

Robert A. Mix, Esq., ID #16164  
Attorney for Plaintiff  
115 East High Street, P.O. Box 179  
Bellefonte, PA 16823  
(814) 355-4769

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

FRED C. GLOECKNER & COMPANY, INC., )  
Plaintiff : No. 07-1685-CD  
)  
vs. :  
)  
MORRONI BROTHERS FLORISTS, INC., :  
Defendant : )

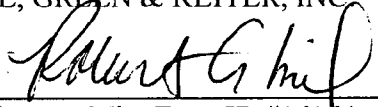
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Important Notice was  
deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 5th  
day of December, 2007, addressed to the following:

Morrone Brothers Florists, Inc.  
43 Simpson Street  
P.O. Box 158  
Smithmill, PA 16680

LEE, GREEN & REITER, INC

By:

  
Robert A. Mix, Esq., ID #16164  
Attorney for Plaintiff  
115 East High Street  
Lock Drawer 179  
Bellefonte, PA 16823  
814-355-4769

**FILED**

**FEB 13 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

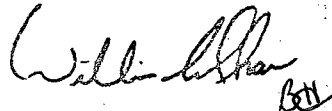
COPY

FRED C. GLOECKNER & COMPANY, INC., )  
Plaintiff : No. 07-1685-CD  
vs. :  
MORRONI BROTHERS FLORISTS, INC., :  
Defendant )

NOTICE OF ENTRY OF JUDGMENT

To: Morroni Brothers Florists, Inc.  
43 Simpson Street  
P.O. Box 158  
Smithmill, PA 16680

Pursuant to Rule 236, you are hereby notified that a judgment has been entered against you in the above captioned action.



Prothonotary

Dated: February 13, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

COPY

Fred C. Gloeckner & Company, Inc.  
Plaintiff(s)

No.: 2007-01685-CD

Real Debt: \$24,018.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Morroni Brothers Florists, Inc.  
Defendant(s)

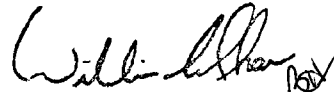
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 13, 2008

Expires: February 13, 2013

Certified from the record this 13th day of February, 2008.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

Fred C. Gloeckner & Company, Inc.  
Plaintiff(s)

No.: 2007-01685-CD

Real Debt: \$24,018.00

Atty's Comm: \$

Costs: \$

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 13, 2008

Expires: February 13, 2013

Vs.

Morroni Brothers Florists, Inc.  
Defendant(s)

FILED

JAN 08 2009

W/10-15/09  
William A. Shaw  
Prothonotary/Clerk of Courts

I came to

Attc

Certified from the record this 13th day of February, 2008.

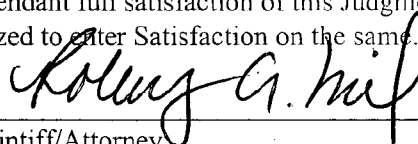


William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on January 4, 2009, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.



Plaintiff/Attorney