

## PROPOSAL TERMS AND CONDITIONS

All proposals issued by or on behalf of TreeServe, LLC and each of its subsidiaries, affiliates and related entities ("Supplier") are made expressly subject to the proposal terms and conditions contained herein (these "Terms").

The proposal ("Proposal"), together with these Terms and any written change orders, terms, prices, and specifications outlined on an estimate, or proposal that are approved and agreed shall constitute the entire Proposal agreement (the "Agreement"). The Agreement is between the Supplier and the customer listed on the front of the Agreement ("Customer"). The Agreement constitutes Supplier's offer to Customer to supply its services ("Services") and is a binding contract on the terms and conditions set forth herein when it is accepted by Customer or on commencement of performance hereunder. No condition stated by Customer in accepting or acknowledging this Agreement shall be binding upon Supplier if in conflict with, inconsistent with, or in addition to the terms and conditions contained herein unless accepted by Supplier's prior written approval. Any additional or different terms proposed by Customer are objected to and rejected unless expressly assented to in writing in advance by Supplier. In the event there are conflicting terms and conditions between this Agreement and an additional valid agreement fully executed by both parties (the "Other Agreement"), the Other Agreement will prevail through the term of the Other Agreement.

No revisions to the Agreement shall be valid unless in writing and signed by an authorized representative of the Supplier. These Terms shall apply to all Proposals issued by Supplier, regardless of the state or jurisdiction in which the Services are to be performed. To the extent that any state, local, or other governmental authority requires additional disclosures, notices, or terms as a condition of providing the Purchased Services, such requirements shall be addressed in a state-specific addendum attached hereto or incorporated by reference into the applicable Proposal. In the event of any conflict between these Terms and any state-specific addendum, the state-specific addendum shall control solely to the extent necessary to comply with applicable law. Nothing in any state-specific addendum shall otherwise limit or modify the rights and obligations set forth in these Terms.

### 1. ACCEPTANCE

Customer acknowledges and agrees that the Agreement and these Terms shall be deemed accepted upon the occurrence of any of the following: (i) Customer's written or electronic acknowledgment of the Proposal; (ii) Customer's commencement of, or engagement with, any Services provided by Supplier; or (iii) Customer's acceptance of any deliverables, materials, or work product furnished by Supplier. The Proposal together with these Terms constitute the parties' entire agreement for the Services, except for any state-required disclosures or notices provided with or referenced by the Proposal or these Terms. If these Terms and Conditions are not acceptable, Customer must so notify Supplier promptly in writing, but in any event prior to performing the Purchased Services, setting forth the reason(s) and any proposed edit.

### 2. SCOPE OF SERVICES; PERFORMANCE STANDARDS

Supplier will provide the Services described in the applicable Proposal. Any remeasurement of trees or shrubs necessary due to differences from the original estimate may be performed and priced accordingly. Any additional major work to be performed will be evaluated during a follow-up site inspection by the Supplier in order to submit an estimate, proposal, and/or services agreement for Customer approval. The Services will be performed in a professional manner by experienced personnel with appropriate tools and equipment, in accordance with applicable industry guidelines and standards, including the American National Standards Institute (ANSI) A300 tree care standards where applicable. Customer has a duty to inspect their property within three (3) calendar days of the Services and provide written notice within that time of alleged damage of any nature. If written notice is not provided within that time, Customer agrees that any claims alleging damage of any nature and/or rights to withhold future payments under the Agreement are waived.

### 3. SCHEDULING; SERVICE WINDOWS; DELAYS

Service crews may arrive without advance notice unless otherwise stated in the Proposal or required by applicable law. Proposals may specify approximate and alternate service dates, and performance may occur on any day during the applicable service window, subject to weather, scheduling, and pest/disease cycles. Supplier shall not be liable for damage or losses due to delays for weather or causes beyond Supplier's control, or for failure to

observe precaution notices. By accepting this Agreement and engaging Supplier's Services, Customer accepts that every day during the Agreement's term is a day on which applications may be applied, and Customer is continuously on notice that Supplier will perform applications on any day during the term of the Agreement if any other day becomes unnecessary or infeasible for performance (due to weather, scheduling conflicts, or weed, insect, mite and disease cycles) in which case Customer waives Supplier's performance on such a day.

### 4. CANCELLATION

In the event of a cancellation, Supplier shall have no further obligations to Customer except to pay for deliverables and Services that were provided to Supplier prior to such termination and were accepted by Supplier under Section 1 above. Upon termination, Customer shall provide any transition assistance that may be reasonably requested by Supplier.

### 5. ACCESS; SITE CONDITIONS; HEAVY EQUIPMENT; PROPERTY IMPACT

Customer understands that, in connection with rendering the Services, Supplier may be required to bring trucks and other heavy equipment onto Customer's driveway and other parts of Customer's property as necessary to render the Services. Customer agrees that Supplier operates under the assumption that any and all parts of Customer's property onto which Supplier must bring such equipment can sustain the presence, weight, and movement of that equipment, and Customer hereby holds Supplier harmless for, and agrees not to bring any claims against Supplier as a result of, any damage or degradation to any part of Customer's property that results from the presence on it of such equipment. Customer understands that certain work that Supplier will render, such as dismantling large trees, will have a visible impact on Customer's lawn and other parts of Customer's property (e.g., divots, holes, sawdust, etc.). Supplier will use commercially reasonable best efforts to minimize, mitigate, and repair any such impact, and Customer hereby holds Supplier harmless for, and agrees not to bring any claims against Supplier as a result of, any such impact on Customer's property. Customer understands that after removal of stumps/roots that some shrubs/trees will continue to produce sprouts that may require multiple treatments, at additional cost to Customer (and at Customer's election), for control and that these treatments may result in damage to nearby plants/shrubs/trees and that Customer hereby holds Supplier harmless for, and agrees not to bring any claims against Supplier as a result of, any damage to nearby plants/shrubs/trees.

### 6. TERMS OF PAYMENT

The total cost estimates within the Agreement are valid for thirty (30) days unless otherwise noted. All invoices are payable upon receipt. A deposit of up to fifty-percent (50%) may be required prior to the commencement of Services. A finance charge at the maximum rate allowed under applicable state law will be added to invoices after thirty (30) days. Customer's next service may not be performed if Customer's account is past due. Past due balances void any guarantees and/or warranties. If outside assistance is used to collect the account, Customer is responsible for all costs associated with the collection including, but not limited to, reasonable attorneys' fees and court costs. Sales tax, if applicable, will be added to the amounts of the Agreement per Customer's local and state tax jurisdiction. Should any terms of this Agreement be amended, subsequent payment for Supplier's services shall constitute Customer's written acceptance thereof.

### 7. OWNERSHIP; PERMISSIONS; PERMITS

By engaging the Customer under the Proposal, Supplier represents that the trees, plant material, and property are owned by the Supplier or that permission has been obtained from the owner to perform the Services. The Supplier, owner or owner's representative is responsible for obtaining any required permits. The Supplier agrees to defend, indemnify, and hold the Customer harmless from claims arising from failure to obtain necessary permits or permissions.

### 8. NO WARRANTIES

Except as expressly set forth in the Proposal, the Supplier disclaims all representations, warranties, and guarantees, whether express or implied, with respect to the products used or Services performed, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

## PROPOSAL TERMS AND CONDITIONS

Our Tree and Shrub Care Programs are designed to manage and not eradicate weeds, insects, mites, and disease. Horticulturally tolerable levels of insects, mites, and disease may still be present after treatments. Epidemic infestations may require additional visits at additional cost to you, pending your prior written approval. Without limiting the foregoing, any assessments, evaluations, opinions, or statements made by the Supplier regarding the health, condition, or viability of any plant material, trees, or other living organisms (collectively, "Health Assessments") are based solely on visual observation and non-invasive methods available at the time of evaluation and do not constitute a warranty or guarantee of the current or future health, survival, or condition of such plant material. In no event shall the Supplier be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to any Health Assessment.

### 9. CONCEALED CONDITIONS; UTILITIES; SAFETY

Customer agrees to pay Supplier on a time and materials basis for any additional work required to complete the Services occasioned by concrete or other foreign matter; stinging insect nests in the tree, trees, or branches; rock, pipe, or underground utilities encountered in excavations; and additional Services not described within this Agreement, or any other condition not apparent in estimating the work specified. Customer is responsible for advising Supplier regarding the location of underground utilities in the area where work is to be done, including, but not limited to, notifying the proper authorities and marking underground utilities and/or any concealed object. Supplier shall not be responsible for damage to such utilities or concealed objects. Supplier shall not be required to perform any services under the Agreement in the event Supplier deems the conditions are such that its Services cannot be safely performed and/or performance becomes impracticable due to circumstances beyond Supplier's reasonable control.

### 10. LIMITATION OF LIABILITY

Supplier's total liability for any losses, damages, and expenses of any type whatsoever incurred by Customer or any of Customer's guests, tenants, or invitees in connection with or resulting from Supplier's services under the Agreement and these Terms, which are caused by wrongful acts or omissions of Supplier, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to Supplier hereunder. In no event will Supplier be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to Supplier in advance or could have reasonably been foreseen by Supplier.

### 11. COMPLIANCE WITH LAWS

Each party will comply with applicable laws, regulations, and licensing requirements in connection with the Services, including any applicable pesticide applicator licensing, environmental, and safety requirements for the service location. Where state-specific regulations impose additional disclosures or consumer protections, those will be provided as state addenda to these Terms.

### 12. INDEPENDENT CONTRACTOR; SUBCONTRACTING

The Supplier is an independent contractor and may use qualified subcontractors where appropriate, remaining responsible for their performance.

### 13. INSURANCE

Supplier is insured for liability resulting from injury to persons or negligent damage to property, and all its employees are covered by Workers' Compensation Insurance. A certificate of insurance is available upon request.

### 14. DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or relating to the Agreement or the breach thereof, the work performed by Supplier for Customer, and/or any commission or omission by Supplier, shall be submitted to and determined by arbitration before a single arbitrator pursuant to the Commercial Rules of the American Arbitration Association. The arbitration shall be held at the American Arbitration Association office closest to the site at which Supplier performed the underlying services for Customer. The arbitration award shall be final and binding. Judgment on the award may be entered in any Court having competent jurisdiction thereof.

### 15. ASSIGNMENT

No assignment of any rights, including rights to money due or to become due hereunder, or delegation of any duties under this order shall be binding upon Buyer until its written consent has been obtained.

### 16. FORCE MAJEURE

Supplier shall not be liable for any failure to perform its obligations under the Agreement and these Terms if such failure is caused by acts of God, earthquakes, war, hostilities (whether war be declared or not), attacks, revolutions, civil disturbance, government action, strikes, lock-outs, or labor disputes, computer virus, laws, failures of transportation, or any other event or circumstance or cause whatsoever beyond the reasonable control of the party.

### 17. SEVERABILITY AND INDIVIDUAL PROVISIONS

If any term, condition, or provision of the Agreement is for any reason declared or found to be illegal, invalid, ineffective, inoperable, or otherwise unenforceable, it shall be severed and deemed to be deleted from the Agreement and the validity and enforceability of the remainder of the Agreement shall not be affected or impaired thereby the remaining terms shall remain in full force and effect. Provisions concerning payment, limitations of liability, dispute resolution, and other provisions that by their nature should survive will survive termination or completion.

### 18. APPLICABLE LAW; JURY WAIVER

These Terms and any Proposal will be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles, except that mandatory consumer protection or licensing laws of the service location will apply to the extent they cannot be waived. Each party irrevocably attorns and submits to the exclusive jurisdiction of the state and federal courts situated in the State of Delaware and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum. **ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LAWSUIT, ACTION, CLAIM OR OTHER PROCEEDING BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT IS EXPRESSLY AND IRREVOCABLY WAIVED.**

### 19. CHANGES; UPDATES; WEBSITE POSTING

Supplier may amend these Terms from time to time by posting an updated version on its website or the website of any Supplier entity. The version of these Terms in effect as of the date of the applicable Proposal shall govern that Proposal. Customer's continued engagement of Services after an amendment constitutes acceptance of the amended Terms for subsequent Proposals.