



MYKE® PRO LANDSCAPE PROGRAM MEMBERSHIP REGISTRATION FORM

The purpose of the MYKE® PRO Landscape Program offered by Premier Tech Home & Garden Inc. (hereinafter "PTHG-IGC") is to indemnify and hold the member partially harmless against the loss of plants in the event such plants should die, subject to the terms and conditions stipulated herein. For the purposes of the program, "member" shall mean either a green goods supplier or a professional landscaper, as per the context.

TERMS AND CONDITIONS

1. The member and its employees, as the case may be, must have taken cognizance of the terms and conditions of the MYKE® PRO Landscape Program, the MYKE® PRO Planting Guide and the MYKE® PRO LANDSCAPE product label.
2. To be eligible for the MYKE® PRO Landscape Program, the member shall abide by the following conditions:
 - 2.1. The member must be a supplier of plants to landscape professionals;
 - 2.2. The member shall select landscapers who have been in business for at least two (2) years and have a good reputation in the industry.
3. To be eligible for the MYKE® PRO Landscape Program, the member must be a landscape professional who has been in business for at least two (2) years and has a good reputation in the industry.
4. The following condition is applicable to all commercial projects:
The Landscaper must be responsible for the survival of the plants for a minimum of one (1) year.
5. The member must comply at all times with PTHG-IGC's prescribed usage ratio of MYKE® PRO LANDSCAPE products according to the MYKE® PRO Planting Guide and/or MYKE® PRO LANDSCAPE product label.
6. PTHG-IGC shall assume a portion of the replacement cost of a dead plant returned during the two (2) years following the sale of such dead plant, subject to the terms and conditions stipulated herein and in accordance with the following modalities:
 - 6.1. For the purposes of this Agreement, the term "Cost of the Replacement Plants" shall mean the price paid by the Landscaper at the time of purchase of a plant, including any discount granted to the Landscaper, for whatever reason;
 - 6.2. The amount to be credited to the member by PTHG-IGC shall correspond to the lesser of the cost of the replacement plants or \$300, multiplied by 50% (up to a maximum of \$150 per plant), for the first year or 75% (up to a maximum of \$225 per plant) for the second year and is limited exclusively to the cost of the replacement plants;
 - 6.3. The plants must be planted according to the regional horticultural practices and respect the specificities of the climatic zone in which the plants were planted;
 - 6.4. PTHG-IGC reserves the right to impose a winter planting cut-off, after which any plants will not be covered by the MYKE® PRO Landscape Program.
7. The plants eligible to the MYKE® PRO Landscape Program, are trees, shrubs and perennials and do not include annuals, bulbs, bare-root trees, aquatic plants, tropical plants and field dug cedars.
8. Damages caused by natural disasters or weather conditions are not covered by the MYKE® PRO Landscape Program. As well, there is no warranty if the plant dies due to a non-treatable disease.
9. The MYKE® PRO Landscape Program does not apply if damages to the plants are caused by animals or insects, or because of vandalism, malicious mischief, negligence or other.
10. In order to be credited for replacing the dead plants, the member shall submit, within 12 months from the time of purchase of the replacement plant, the PTHG-IGC claim form, duly filled, with the proper documentary proof as required in the said form.

11. PTHG-IGC reserves the right to verify the validity of the replacement of the dead plant with the member.
12. The member shall be credited by PTHG-IGC and said credit will be applied towards any subsequent purchase.
13. PTHG-IGC reserves the right to periodically review the member's procedures in order to insure the proper management of the MYKE® PRO Landscape Program and maintain the very best customer service.
14. The member shall act in good faith and discernment in applying the MYKE® PRO Landscape Program. Any fraudulent operation shall void the member's credit by PTHG-IGC and shall exclude the member from the MYKE® PRO Landscape Program. PTHG-IGC reserves the right to verify any previous transactions and the member shall provide any and all documentary proof that may reasonably be requested by PTHG-IGC.
15. PTHG-IGC reserves the right to refuse any membership request and to modify or terminate the MYKE® PRO Landscape Program at any time without notice.

GREEN GOODS SUPPLIER INFORMATION

COMPAGNY NAME:

CONTACT NAME:

ADDRESS:

CITY, PROVINCE/STATE:

POSTAL/ZIP CODE:

PHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

Date

Signature of member



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