



Greenhouse Purchase Contract

This Greenhouse Purchase Contract ("Contract") is entered into on this _____ day of _____, 20____, (the "Effective Date") by and between:

Seller:

INDIE LLC
7689 Limestone Dr.
Suite 125
Gainesville, VA 20155

Buyer:

[Legal Name of Buyer]
[Address of Buyer]
[City, State, Zip Code]
[Contact Information of Buyer]

Hereinafter collectively referred to as the "Parties."

1. Greenhouse Purchase

1.1 Description of Greenhouse:

Seller agrees to sell, and Buyer agrees to purchase, the following greenhouse equipment and accessories (the "Greenhouse"):

Description of Greenhouse Equipment:

[List the specific greenhouse equipment, including make and model, as applicable]

1.2 Purchase Price:

The total purchase price for the Greenhouse is \$_____ (the "Purchase Price"), payable by Buyer to Seller as follows:

Payment Terms:

The Buyer agrees to make payment of the Purchase Price within thirty (30) days from the date of the invoice issued by the Seller.

1.3 Late Payments:

In the event that payment is not received by the Seller within the specified NET30 timeframe, Buyer shall be considered in default, and a late fee of 15% or the maximum amount allowable by law, whichever is lower, may be applied to the outstanding balance.

1.4 Payment Methods:

Payment shall be made in the form of [Specify Accepted Payment Methods] and sent to the following payment address:

INDIE LLC
7689 Limestone Dr.
Suite 125
Gainesville, VA 20155

1.5 Invoices:

Seller shall provide Buyer with a detailed invoice specifying the Purchase Price, any applicable taxes, and the due date for payment. Buyer is responsible for promptly reviewing and verifying the accuracy of all invoices.

1.6 Disputed Invoices:

If Buyer disputes any portion of an invoice, Buyer shall promptly notify Seller in writing, providing a detailed explanation of the dispute. During the resolution of the dispute, Buyer shall pay the undisputed portion of the invoice.

1.7 Currency:

All payments shall be made in the currency specified in this Contract, unless otherwise agreed upon in writing by both Parties.

1.8 Taxes:

Buyer is responsible for any applicable sales tax or other taxes associated with this purchase, as outlined in Section 3.5.

1.9 Full Payment:

Upon receipt of full payment by Seller, Seller shall provide Buyer with a receipt or confirmation of payment.

1.10 Default and Remedies:

In the event of non-payment or late payment, Seller reserves the right to pursue all available legal remedies under applicable law, including but not limited to the assessment of late fees, interest, and collection costs. Seller may also suspend further deliveries or services until outstanding payments are received.

1.11 Termination for Non-Payment:

If payment is not received within [Specify Grace Period] days from the due date, Seller may, at its sole discretion, terminate this Contract and take possession of the Greenhouse. Buyer shall be liable for any costs associated with such termination.

2. Greenhouse Sensors and Equipment SMS Alerts

2.1 SMS Alerts:

The Greenhouse is equipped with sensors and equipment that can send SMS text messages to the Buyer regarding the status and conditions of the Greenhouse, including but not limited to temperature, humidity, and other relevant data (the "SMS Alerts").

2.2 Opt-In:

By checking the box below, Buyer hereby opts in to receive SMS Alerts from the Greenhouse sensors and equipment. Buyer acknowledges and agrees that these SMS Alerts are a convenient part of monitoring and maintaining the Greenhouse. These alerts are provided at no additional cost to your Greenhouse purchase. Standard messaging and data rates may apply, depending on the Buyer's mobile service plan.

I hereby opt in to receive SMS Alerts.

2.3 Opt-Out:

Buyer may choose to opt out of receiving SMS Alerts at any time by following the instructions below:

Opt-Out Instructions:

To opt out of receiving SMS Alerts, Buyer must send a text message with the word "STOP" to +1 617-553-9051 from the mobile phone number provided to Seller during the purchase process. Once "STOP" is sent, Buyer will no longer receive SMS Alerts.

3. Terms of Service for SMS Alerts

3.1 Acknowledgment of Terms:

By opting in to receive SMS Alerts, Buyer acknowledges and agrees to be bound by the Terms of Service for SMS Alerts as described below.

3.2 Terms of Service for SMS Alerts:

The SMS Alerts are provided by a third-party service provider, and Buyer's use of the SMS Alerts is subject to the following terms:

You can cancel the SMS service at any time. Just text "STOP" to the short code. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.

If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help directly at info@indieco.com.

Carriers are not liable for delayed or undelivered messages

As always, message and data rates may apply for any messages sent to you from us and to us from you. You will receive up to 15 messages a day. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

6. If you have any questions regarding privacy, please read our privacy policy found in Addendum 1 of this document.

4. Warranty

4.1 Warranty Period:

Seller warrants that the Greenhouse equipment is free from defects in material and workmanship for a period of 90 days from the date of delivery.

4.2 Warranty Claims:

During the warranty period, Buyer may make a warranty claim by notifying Seller in writing of any defects or issues with the Greenhouse equipment. Seller will repair or replace, at its sole discretion, any defective equipment covered under warranty.

5. Miscellaneous

5.1 Entire Agreement:

This Contract constitutes the entire agreement between the Parties and supersedes all prior agreements, whether written or oral, relating to the Greenhouse purchase.

5.2 Governing Law:

This Contract shall be governed by and construed in accordance with the laws of the state of Virginia, without regard to its conflict of laws principles.

5.3 Amendment:

No amendment or modification of this Contract shall be valid unless made in writing and signed by both Parties.

5.4 Severability:

If any provision of this Contract is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Greenhouse Purchase Contract as of the Effective Date.

INDIE LLC

Signature: _____

Printed Name: _____

Date: _____

Buyer:

Signature: _____

Printed Name: _____

Date: _____

Addendum 1: Privacy Policy

This Privacy Policy Addendum (the "Addendum") is incorporated into and made a part of the Greenhouse Purchase Contract (the "Contract") entered into between the Seller and the Buyer on the Effective Date. This Addendum outlines the privacy practices and policies related to the collection and use of personal information in connection with the Greenhouse Sensors and Equipment SMS Alerts as described in Section 2 of the Contract.

1. Collection of Personal Information

1.1 Consent:

By opting in to receive SMS Alerts as described in Section 2.2 of the Contract, Buyer acknowledges and consents to the collection of certain personal information, including but not limited to the mobile phone number provided by the Buyer during the purchase process.

1.2 Information Collected:

The personal information collected may include the following:

- Mobile phone number
- Name

2. Use of Personal Information

2.1 Purpose:

The personal information collected will be used solely for the purpose of delivering and managing SMS Alerts related to the Greenhouse's status and conditions, including temperature, humidity, and other relevant data. This information is essential for monitoring and maintaining the Greenhouse effectively.

2.2 Non-Disclosure:

Seller agrees not to share or disclose Buyer's personal information to any third parties, except as required by law or as necessary for the provision of the SMS Alerts service. Buyer's personal information will be kept confidential and used solely for the purpose described in this Addendum.

3. Security of Personal Information

Seller takes reasonable and appropriate measures to protect the personal information collected from unauthorized access, disclosure, alteration, or destruction. These measures include but are not limited to encryption, secure storage, and access controls.

4. Retention of Personal Information

Seller will retain the personal information collected for the duration of the contractual relationship and as required by applicable laws and regulations. Upon the termination of the

contractual relationship, Seller will securely delete or dispose of the personal information in accordance with its data retention policies.

5. Changes to the Privacy Policy

Seller may update and modify this Privacy Policy Addendum as needed to reflect changes in privacy practices or legal requirements. Any changes to this Addendum will be communicated to the Buyer through the contact information provided.

6. Contact Information

For any questions or concerns regarding this Privacy Policy Addendum or the handling of personal information, the Buyer may contact Seller at the following contact information:

INDIE LLC
7689 Limestone Dr.
Suite 125
Gainesville, VA 20155
info@indieco.com

IN WITNESS WHEREOF, the Parties hereto have executed this Privacy Policy Addendum as of the Effective Date.

INDIE LLC

Signature: _____

Printed Name: _____

Date: _____

Buyer:

Signature: _____

Printed Name: _____

Date: _____