

(Please read both sides)

DATE _____

FOR OFFICE USE ONLY ACCT.# _____ CREDIT LIMIT _____ DATE _____ BY _____
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BUSINESS NAME _____

STREET ADDRESS _____ CITY _____ STATE _____ ZIP _____

MAILING ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE _____ FAX # _____

RESALE # _____ NSY/CONT.LIC. # _____

TYPE OF BUSINESS _____ YEARS IN BUSINESS _____

Above Location: Rented Leased Owned

If less than one year in above address, explain: _____

Check one: Corporation Partnership Proprietorship

PLEASE LIST PRINCIPALS & GUARANTORS:

Name _____ Title _____ Telephone _____

Home Address _____ City _____ State _____ Zip _____

Name _____ Title _____ Telephone _____

Home Address _____ City _____ State _____ Zip _____

BANK (COMMERCIAL) REFERENCE:

Name/Branch _____ Account # _____ Telephone _____

Address _____ City _____ State _____ Zip _____

CURRENT TRADE REFERENCES:

(AT LEAST TWO (2) NURSERY REFERENCES)

Name _____ Address _____ City _____ State/Zip _____

How Long? _____ Recent High _____ Date Last Purchase _____ Telephone _____

Name _____ Address _____ City _____ State/Zip _____

How Long? _____ Recent High _____ Date Last Purchase _____ Telephone _____

Name _____ Address _____ City _____ State/Zip _____

How Long? _____ Recent High _____ Date Last Purchase _____ Telephone _____

Name _____ Address _____ City _____ State/Zip _____

How Long? _____ Recent High _____ Date Last Purchase _____ Telephone _____

Requesting High Credit of: _____

We understand that all information provided herein is for the purpose of obtaining credit and such information will be handled in confidence. The undersigned has read and agrees to Terms and Conditions of this contract as set forth on the reverse side and further personally guarantees all debts incurred in the name of the firm.

 Name of Company BY _____ (Signature) Individual Guarantor

BY _____ (Title) BY _____ (Signature) Individual Guarantor

TERMS & CONDITIONS

1. **Terms & Conditions of Payment:** TERMS ARE NET 10/PROX. A deposit is required on all materials held more than 30 days. In the event it becomes necessary for Orange County Nursery, Inc. to file suit to enforce payment of past due amounts, such suit may be brought in Los Angeles, Orange or San Diego counties, California at the option of Orange County Nursery, Inc. and Orange County Nursery, Inc. shall be entitled to collection fees, actual attorney fees, court costs and INTEREST AS SET FORTH BELOW, OR SUCH OTHER LEGAL MAXIMUM RATE AS ALLOWED IN ANY STATE OF CALIFORNIA, ON ALL AMOUNTS FOUND TO BE DUE AND PAYABLE. All purchases are deemed made and payment as due at the principal place of business of Orange County Nursery, Inc. at Garden Grove, CA.
2. Interest will accrue on unpaid invoices from the last day of the month, following delivery or shipment. Interest will accrue at the rate of 18% ANNUAL PERCENTAGE RATE, or 1.5% per month.
3. It shall be the Buyers responsibility to verify the accuracy of the delivery or shipment upon receipt, and all claims of shortage must be made within 3 days of delivery or receipt. Such claims must be in writing.
4. Buyer acknowledges, guarantees and warrants to Orange County Nursery, Inc. that the person signing the contract, any future invoices evidencing materials purchased pursuant to the contract, any Financing Statement, any Bill of Lading, delivery ticket or receipt, is a persons authorized to sign the same. In the event the Buyer wishes to specify or limit persons in authority to order and purchase on their behalf, it shall be the Buyers responsibility to submit and update such a list.
5. Financial statements, credit card information, information supplied by the Buyer or by others on Buyer's behalf, or agreements are a part of this contract. Any false or misleading information constitutes a fraudulent misrepresentation.
6. All promises of shipment of delivery are approximated as closely as possible by Seller, but are subject to weather conditions, fires, strikes, disputes with workmen, floods, accidents, embargoes, delays in transportation, mechanical breakdowns, shortages of fuel, water or other causes beyond the reasonable control of Orange County Nursery, Inc. In no event will Seller assume any responsibility for delays in shipment or delivery.
7. All plant materials grown to Buyers specifications are deemed identified to the contract, inspected and accepted prior to delivery or shipment.
8. The acceptance of any individual order and terms of payment on all sales and orders are subject to approval by the Credit Department of Orange County Nursery, Inc.
9. Buyers grant to and Orange County Nursery, Inc. retains a security interest, pursuant to California Uniform Commercial Code, in the plat materials, and in all additions and accessions hereto and title to all said plant materials, shall not pass to Buyer until all sums hereunder are fully paid. Buyer assumes all risks of loss or damage to said plant materials. All parties agree that this document constitutes a security agreement. This security agreement covers all property of the same character as that covered by this agreement which Buyer may hereafter acquire at any time until the termination of this agreement.
10. All sales are made pursuant to these conditions and all orders are received with the understanding that they are placed under these conditions.
11. Buyer guarantees and warrants that plant materials designated to the identified job or project will be delivered, to be used, and made a part of the said identified job or project.