

McGregor Plant Sales Inc.

1902 Wright Place, Suite 140, Carlsbad, CA 92008

760-431-1006 ph/866-244-0386 fx

Credit Application

Firm Name

Principal Owner Name Title:

Secondary Owner Name Title:

Physical Address (City, State, Zip, Country)

Mailing Address (if different)

Area Code and Phone Number Fax Number

Corporation Partnership Individual Proprietor

Credit Level Desired: _____ Number of Years in Business: _____

Bank Information:

Name/Branch Phone: Account#

Trade References:

Business Name Address Phone Credit Dept. Fax#

Business Name Address Phone Credit Dept. Fax#

Business Name Address Phone Credit Dept. Fax#

Business Name Address Phone Credit Dept. Fax#

I Authorize McGregor Plant Sales to obtain credit information on my account at anytime for the use of establishing credit terms with their company

Signature Title Date

McGregor Plant Sales
1902 Wright Place, Suite 140, Carlsbad, CA 92008
760-431-1006 ph/760-431-5254 fx

TERMS:

The undersigned ("Purchaser") agrees that all purchases made by Purchaser from McGregor Plant Sales, or any of its Subsidiaries and affiliated entities ("Seller") are subject to the following terms and conditions;

-All amounts owing on each credit sale shall be due and payable in full within 30 days after date of invoice, unless otherwise agreed to. Any other agreements must be in writing.

-Upon default in payment, all amounts owing shall immediately become due and payable without further notice or demand, and such accelerated amount in default shall bear interest at the rate of 2% per month until paid in full, together with costs, attorney's and collector's fees where applicable.

-Payments shall be credited first to the accrued interest, if any, and then to the oldest items of principal indebtedness.

-Purchaser shall pay Seller a service charge in an amount equal to the greater of \$100.00 or 5% of the check balance for all checks returned by Purchaser's bank; provided, however, that such service charge shall not be due and payable in the event such payment would result in the violation of the usury laws of the applicable jurisdiction.

-Upon default, Purchaser's account may be referred for collection in which event whether or not suit is instituted, purchaser shall pay a reasonable attorney or collector's fee equal to 25% of the amounts owing. In case of adjudication venue shall be in San Marcos, California.

-All credit sales to purchaser shall be deemed conclusively made pursuant to this agreement. The agreement may not be amended, altered or varied except in writing signed by the company.

-Purchaser shall notify Seller by certified mail of any change of ownership of Purchaser. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects; and Purchaser authorizes to Seller all references furnished pertaining to the credit and financial responsibilities of Purchaser.

CLAIMS MUST BE REPORTED WITHIN 48 HOURS OF DELIVERY FOR ANY CREDITS TOWARD POOR QUALITY MATERIAL OR SHORTAGES. IF YOU FEEL A FUTURE CREDIT MAY BE NECESSARY FOR A SHIPMENT, NOTIFY US IMMEDIATELY FOR PENDING CREDIT. DAMAGED BOXES AND SUBSEQUENT MATERIAL DAMAGE ARE THE RESPONSIBILITY OF THE CARRIER AND MUST BE REPORTED TO THE CARRIER, AT THE TIME OF DELIVERY.

Signature of Owner or Corporate Officer

Title

Printed Name

Date

WARRANTY: Seller gives no warranty, express or implied, as to the variety of productivity of any nursery stock he sells. Liability in all instances is limited to the purchase price. No liability is assumed by the seller for delay or failure to deliver caused by wars, strikes, fires, floods, droughts, frost, embargoes or any other contingencies beyond seller's control. Acceptances of the goods shall constitute agreement of the terms hereof. It is definitely understood by all parties that this order is booked subject to crop. Payable to Carlsbad, CA, USA in U.S. Funds.

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PERSONAL GUARANTY

WHEREAS;

_____ is or may become indebted to McGregor Plant Sales;

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned Guarantor hereby absolutely and unconditionally guarantees to Creditor the prompt payment at maturity and all times thereafter of the debt.

Guarantor represents that he, or she, is the owner of a direct or indirect interest in Customer and that Guarantor will receive a direct and material benefit from the proceeds of any of the Debt.

In the event of default by Principal in payment of the Debt or any part thereof when such indebtedness becomes due, either by its terms or as the result of the exercise of any power to accelerate, Guarantor shall, on demand and without further notice of dishonor, without any notice having been given to Guarantor previous to such demand of the creating or incurring of such indebtedness, pay the amount due thereon to Creditor and it shall not be necessary for the Creditor, in order to enforce such payment by Guarantor, first to institute suit or exhaust its remedies against Customer or others liable on such indebtedness.

This guaranty is executed and delivered as an incident to a credit transaction wherein, in the event of nonpayment, the Customer's account will be assigned for collection.

EXECUTED this _____ day of _____, 20_____

Guarantor's Name (Please Print)

Address

Signature

City/ State/ Zip

Social Security Number

Area Code/ Telephone

DO NOT WRITE BELOW THIS LINE

.....
Credit : Approved _____ Disapproved _____ Limit \$ _____

General Remarks: _____

Dated: _____

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Resale Certificate Information

I HEREBY CERTIFY: That I hold a valid seller's permit No. _____

Issued pursuant to the Sales and Use Tax Law: that I am engaged in the business of selling

that the tangible personal property described herein which I shall purchase from:

will be resold by me in the form of tangible personal property: provided, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by States and Use Tax Law to report and pay tax. Measured by the purchase price of such property. Description of property to be purchased:

Date: _____

(Print name of purchaser or authorized agent, and title)

Phone: _____

(Signature of purchaser or authorized agent)

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CUSTOMER SERVICE SHEET

Please confirm your Billing Address:

Company Name: _____

Contact Name: _____

Street Address or P.O. Box: _____

City: _____ State: _____ Zip: _____

Phone: (_____) Fax: (_____)

Please confirm your Shipping Address:

Company Name: _____

Contact Name: _____

Street Address: **(NO P.O. BOXES, PLEASE)** _____

City: _____ State: _____ Zip: _____

Phone: (_____) Fax: (_____)

Purchasing Contact: _____ A/P Contact: _____

Please check your preference on the following:

Contact by: Phone Fax Email Best Time: _____

Freight Information: Preferred Airline: _____

Acct. No.: _____

Nearest Airport: _____

FedEx Acct. No.: _____

UPS Acct. No.: _____

Preferred Trucking Co.: _____

Acct. No.: _____

Contact: _____

Phone No.: _____

Freight Billing Preference:

Prepay & Bill (Subject to invoicing fee)

Bill to your freight Acct. No. (Cheapest)

C.O.D (Not an option with all carriers)