

All Seasons Sales & Marketing

Po box 981 Silverton, Oregon 97381

(503) 873-8411 • FAX (503) 873-4013

Business Name _____ Phone () _____

Mailing Address _____ FAX () _____

_____ Federal ID # _____

Shipping Address _____ Email: _____

_____ Yr. Established: _____

In the past five years have you operated under other names? Yes No If Yes, what name?

Do you have an established line of credit for your business? Yes No _____

Have you pledged collateral for your borrowing? Yes No

Owner(s) or Officer's

Organization: Proprietorship _____ Corporation _____ Partnership _____

1. Name _____ Address _____ Phone _____

2. Name _____ Address _____ Phone _____

Plant Purchases Trade Reference Only: (Please furnish COMPLETE information)

1. Name _____ Phone _____

Address _____ FAX _____

2. Name _____ Phone _____

Address _____ FAX _____

3. Name _____ Phone _____

Address _____ FAX _____

4. Name _____ Phone _____

Address _____ FAX _____

Bank Reference

1. Name _____ Acct # _____ Phone _____

Address _____ FAX _____

2. Name _____ Acct # _____ Phone _____

Address _____ FAX _____

Have you ever filed Bankruptcy? Yes No If yes, please enclose details...

YOU MUST SIGN AT THE BOTTOM IN ALL COLUMNS TO BE CONSIDERED FOR CREDIT

Buyer agrees that Buyer has read the Terms and Conditions on the reverse side of this sheet and agrees they are part of this credit agreement. Buyer further agrees to be bound by the Terms and Conditions of this credit agreement in regard to all orders placed with Seller:

Buyer _____

Date _____

I/We, for valuable consideration including the Inducement of Seller to extend credit to Buyer, guarantee Buyer's performance of this Credit agreement and agree to be subject to all the provisions thereof.

Guarantor _____

Date _____

Release to Creditors

Everything I have stated in this credit application is true and correct to the best of my knowledge. I understand that you will retain this application whether or not credit is approved. I, hereby authorize you to verify all information contained in this application.

Buyer _____

Date _____

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TERMS AND CONDITIONS OF CREDIT

1. Buyer represents that Buyer is financially able to meet the commitments and obligations required of this Agreement and pay Seller's invoices according to the terms contained herein. Buyer agrees that:
 - A. The full amount of each invoice for goods purchased under this Agreement is due and payable in full within terms set by Seller from the date of the invoice;
 - B. All accounts not paid in full within terms set by Seller of invoice date will be charged a service charge equal to 2% per month of the unpaid balance, minimum finance charge of \$10. Buyer also agrees to pay any and all collection, reasonable attorneys' fees fixed by the trial and all appellate courts, and court costs. At Seller's option, the venue of any action brought to enforce any provision of this Agreement in any County in the State of Oregon or the County in which Buyer is located;
 - C. No orders will be released for shipment if account balance is beyond sixty (60) days.
2. Buyer represents that the execution, delivery and performance of this Agreement have been duly authorized.
3. Buyer consents to Seller's investigation of the foregoing credit information and authorizes the release of said credit information to Seller. Buyer represents that the foregoing credit information, together with Financial Statements and other information, is submitted to Seller for the purposes of securing credit from Seller with the understanding that Seller may rely safely upon the information and financial data which is submitted as part of this credit agreement. For that purpose, Buyer represents that the information and financial data submitted here with accurately represents the financial condition of the Buyer as of the date of this Agreement.
4. All of Seller's estimates of shipment and delivery are approximated as closely as possible, but are subject to weather conditions, fire, strikes, disputes with workmen, floods, accidents, embargoes, delays in transportation, mechanical breakdowns, shortages in fuel, water, or other materials, charges of labor, action by any governmental agency, and any other cause beyond the reasonable control of Seller. In the event of a delay in shipment or delivery due to the foregoing reasons, Seller will not be responsible for any damages incurred by Buyer.
5. Buyer grants to seller and Seller retains a security interest pursuant of the Oregon Uniform Commercial Code in the nurseries or related supplies. Buyer assumes all risk of loss or damage to said nurseries and related supplies. Buyer and Seller agree that this document constitutes a security agreement. A security agreement covers all property of the same character as is covered by this Agreement which Buyer may here after acquire at any time until a termination of this Agreement. Buyer agrees to execute all documents necessary to perfect such security including financing statements. In the event of non-payment, Seller retains the right to repossess the merchandise covered by this security agreement.