

MAGIC GROWERS WHOLESALE NURSERY

Credit Application

This application must be complete in order to process your request for credit. A majority of companies accept only written requests for credit ratings therefore please make certain that your trade references are accompanied by addresses.

Your company name _____ Date _____ Phone _____ / _____ / _____

Address _____ City _____ State _____ Zip _____

Your FAX number _____ Your E-mail address _____

Type of Ownership _____ Corporation _____ Partnership, Ltd. or Gen. _____ Sole Proprietor

Principal Owner(s) _____

Address #1 _____ City _____ State _____ #2 _____ City _____ State _____

My business is: _____ Retail _____ Landscape _____ Architect _____ Broker _____ Grower _____ Other _____

#Yrs. In Business _____ Resale Per.# _____ Contractor/Nursery License# _____

Banking: Business bank is _____ Branch _____ Phone _____ / _____ / _____

Address _____ City _____ State _____ Zip _____ Acct# _____

Banking: Personal bank is _____ Branch _____ Phone _____ / _____ / _____

Address _____ City _____ State _____ Zip _____ Acct# _____

Current Trade References, including Valid Mailing Address

#1 Co. Name _____ Phone _____ / _____ / _____

Person to contact _____ Acct# _____ Fax# _____ / _____ / _____

Address _____ City _____ State _____ Zip _____

#2 Co. Name _____ Phone _____ / _____ / _____

Person to contact _____ Acct# _____ Fax# _____ / _____ / _____

Address _____ City _____ State _____ Zip _____

#3 Co. Name _____ Phone _____ / _____ / _____

Person to contact _____ Acct# _____ Fax# _____ / _____ / _____

Address _____ City _____ State _____ Zip _____

Current financial statement is enclosed _____ Yes _____ No Current Tax Return is enclosed _____ Yes _____ No

I/we understand that all information provided herein is for the purpose of obtaining credit and such information shall be handled in confidence. The undersigned has read and agrees to the Terms and Conditions on the reverse side hereof and further personally guarantees all debts incurred in the name of the firm.

Company name _____ Individual _____

By: _____ Title _____ Individual _____

Amount of credit requested \$ _____ Amount of credit approved \$ _____

Date of credit approval _____ Credit approved by _____ Customer notified _____

Terms and Conditions of Sale

Credit Terms

All payments are net 30 days. Buyer agrees to pay a carrying charge of 1.5% per month on all overdue accounts, amounting to an annual rate of 18%. Buyer also agrees to pay legal fees and costs incurred by Magic Growers in collection of this indebtedness.

Adjustments

Errors involving storage, variance in grade, type, variety, species and damage in route must be reported in writing to Magic Growers within 48 hours after receipt of shipment in order to have a claim considered.

Holding Policy

Due to the perishability of our product, plants will be held no longer than 15 days from the date ordered. If it becomes necessary to hold material beyond 15 days, then full prepayment will be required and a monthly maintenance fee will be charged on any order held more than 30 days.

Canceled Orders

Customers will be charged a restocking fee amounting to 20%, of the value of any order canceled less than one full day prior to the scheduled day of delivery.

Preliminary Lien Notice and Material Release

We will request all information as to developer (owner), general contractor and lender on all job sites where we deliver on "credit" .

Delivery and Pickup Policy

Delivery by our trucks within our regular delivery area requires a minimum order of \$300.00 dollars. A delivery charge will be added to all deliveries, in southern California, using our truck. We try to accommodate all will-call customers (wholesale only) however, we will appreciate your giving us 24 hour notice on larger orders. Will-call service is available Monday through Friday between the hours of 7:30AM and 4:30 PM. Saturday pickups can be arranged only on an appointment basis. Shipping to customers outside of California is worked out on an individual basis with a frequency as needed.

Cash and Credit Purchases

All orders delivered prior to approval of the customer's credit are C.O.D.. A credit application is available on request. Verification of credit information and references usually takes two weeks to process after receipt of your application.

Discounts

**Volume discounts apply to orders delivered to our customers as follows: orders including a;

Single order of 25 or more "1 gallons" of the same variety receive a discount of 5%

Single order of 10 or more "2,3,or 5 gallons" of the same variety receive a discount of 5% All Will Call orders of more than \$100 receive a discount of 5%

**Discounts are not cumulative, only the single largest discount will apply to anyone sale.

Warranty

Magic Growers gives no warranty, express or implied, as to the variety, productivity or quality of any nursery stock it sells. Magic Growers will exercise care to have all plants true to name. Nevertheless, it is understood that should any plant prove otherwise, we shall not be liable for any sum greater than that paid for such plants as may prove untrue. If the purchaser does not accept the goods on these terms, they are to be returned at once. We accept all orders on condition that same shall be void should any injury befall our nursery stock from fire, floods, drought, war, strikes, embargoes or any other cause which could not be prevented and over which we have no control.