



Imperial Nurseries, Inc.
 90 Salmon Brook Street
 Granby, CT 06035-0120

www.imperialnurseries.com
 (860) 653-4541 in Connecticut
 (800) 343-3132 outside Connecticut
 (860) 653-8979 FAX
 a company of Griffin Land & Nurseries, Inc.

CREDIT APPLICATION AND ACCOUNT AGREEMENT
PAGE 1 OF 2

APPLICATION DATE _____

Territory Manager _____

For the purpose of establishing credit and to indicate agreement as to terms of future purchases, the undersigned represents:

Section One

Legal Business Name _____ Business Phone () _____

DBA or T/A Style _____ FAX () _____

Street Address _____ # of Locations _____ # of Employees _____

Mailing Address _____ PO Box Number _____ Estimated annual Sales \$ _____

City/State _____ Zip Code _____ Year Business Organized _____
(under current ownership)

Email Address _____ Type _____

State Resale Tax Exempt Number _____ Issuing State _____ Purchase Order # required on orders? Yes No
(if tax-exempt, please complete and return attached tax-exemption form)

Can you provide paper P.O.s? Yes No

Business License Number _____ Acct. Payable Name _____

Own Rent Lease Term of Lease _____ Acct. Payable Phone _____

TYPE OF BUSINESS

Garden Center Landscaper Rewholesaler Other _____

Individual Partnership Corporation Limited Liability Partnership (LLP) Limited Liability Company (LLC)*

Social Security Number (if individual) or Federal ID Number (Partnership, Corporation, LLP or LLC) _____ State of Incorp. _____

INDIVIDUAL/PARTNERS/OFFICERS/GUARANTORS/MEMBERS

Section Two

NAME	NAME	NAME
TITLE	TITLE	TITLE
HOME ADDRESS (Street, City, State, Zip)	HOME ADDRESS (Street, City, State, Zip)	HOME ADDRESS (Street, City, State, Zip)
TELEPHONE NUMBER (w/ AREA CODE)	TELEPHONE NUMBER (w/ AREA CODE)	TELEPHONE NUMBER (w/ AREA CODE)
SOCIAL SECURITY NUMBER	SOCIAL SECURITY NUMBER	SOCIAL SECURITY NUMBER

TRADE REFERENCES — Names of major GREENGOODS suppliers

Section Three

NAME	NAME	NAME
MAILING ADDRESS	MAILING ADDRESS	MAILING ADDRESS
CITY/STATE/ZIP	CITY/STATE/ZIP	CITY/STATE/ZIP
TELEPHONE NUMBER (w/ AREA CODE)	TELEPHONE NUMBER (w/ AREA CODE)	TELEPHONE NUMBER (w/ AREA CODE)
FAX NUMBER (w/ AREA CODE)	FAX NUMBER (w/ AREA CODE)	FAX NUMBER (w/ AREA CODE)

BANK CREDIT REFERENCES

BANK _____ TELEPHONE NUMBER (w/ AREA CODE) _____

BRANCH ADDRESS (Street, City, State, zip) _____

CHECKING ACCOUNT NUMBER _____ LOAN ACCOUNT NUMBER _____

**If a Limited Liability Company, please complete the LLC Addendum as well.*

TERMS AND CONDITIONS OF SALE

Payment

- ◆ Late payment charges of 1 1/2% per month (18% per annum) or the highest rate allowed by law, which ever is greater, will be charged on all overdue accounts.
- ◆ All returned checks will be subject to a \$20.00 fee.
- ◆ We accept a company or cashier's check, wire transfer, or "Check Draft" (call for details); as well as VISA or Mastercard as payment options.
- ◆ A tiered fee, based on transaction amount, will be added to the total payment amount charged to your account when you choose to pay a past due balance with a credit card.

Amount	User Fee
\$0.00 - \$999.99	\$25.00
\$1,000 - \$4,999.99	\$50.00
\$5,000 - \$9,999.99	\$100.00
\$10,000 - \$19,999.99	\$200.00
\$20,000+	\$300.00

Shipment

- ◆ Shipments will not be made to customers with overdue accounts.
- ◆ Applicant agrees that any transactions involving customer pickup of product will be made only by an authorized representative of Applicant.

Sales Tax

- ◆ For all purchases, we must have a State or Federal Sales Tax Exemption Certificate on file or sales tax will be charged.

Price

- ◆ All prices are F.O.B. Imperial location. For Special Order shipments, prices are F.O.B. grower.
- ◆ Prices are subject to change without notice.

Warranty

- ◆ Imperial Nurseries, Inc. will exercise care to have all plants, true to size and name. However, Imperial gives no warranty either expressed or implied. This means, among other things, that Imperial does

not give any warranty whatsoever as to the variety, productivity fitness or fitness for any particular use of the nursery stock we sell. No liability is assumed by Imperial Nurseries, Inc. for delay or failure to deliver for any reason beyond our control or for any damage incurred as a result of transplanting. All orders are accepted subject to availability of stock on hand at the time of delivery.

Claims

- ◆ No credit claim for shortage or plant condition will be honored unless it is made in writing on the Bill of Lading upon receipt of shipment.
- ◆ We also request that you notify our Customer Service Department immediately by telephone if there is a count discrepancy or damage has occurred.
- ◆ Under no circumstances will Imperial Nurseries, Inc. be liable for any incidental or consequential damages. In no event shall Imperial be liable for more than the purchase price.

The undersigned Applicant represents and warrants that the information given on the reverse side is given for the purpose of obtaining credit and is true and correct. The Applicant's signature also attests financial responsibility, ability and willingness to pay all invoices in accordance with the above "Terms and Conditions of Sale" unless expressly agreed to in writing.

In the event of default in payment of any amount due including finance charge, Applicant and Guarantor(s) agree that such suit may be brought in Hartford County, Connecticut, or seller's option. Seller shall be entitled to all reasonable costs of collection, including agency and attorney's fees of at least 25% of the unpaid balance, and court costs plus interest at 18% per annum or the highest rate allowed by law, whichever is greater, incurred and permitted by laws governing these transactions shall be the obligation of and paid by the Applicant.

These Terms and Conditions of Sale represent the entire Agreement between you and Imperial Nurseries, Inc., they superceded any and all prior agreements or understandings, whether oral or written, between you and Imperial Nurseries regarding the subject matter of the Agreement. Any modification alteration, or amendment of the Agreement shall be effective only if in writing and signed by a duly authorized representative of Imperial Nurseries, Inc. In the absence of an original copy of this application, a faxed copy will be considered the original for purposes of this agreement.

Imperial Nurseries, Inc. is authorized to request financial/credit information.

Firm Name: _____

AGREEMENT will not be accepted for processing without a valid officer's signature and date where required.

By _____
Signature *Home Address* *Date*

Print Name

By _____
Signature of Spouse (if individual business) *Home Address* *Date*

Print Name

For consideration of extending credit to the above named Applicant, I hereby agree to be personally responsible for all indebtedness or liabilities incurred in the name of the Applicant without qualification or limitation. This is a continuing personal guarantee and shall continue so long as credit is extended. This guarantee may only be terminated by written notice to seller's Credit Department sent by Certified Mail or with Signed Acknowledgment of Receipt. I further agree to pay all expenses incurred in enforcing this guaranty, including the payment of all agency, reasonable attorney's fees and court costs. The undersigned waives

notice of default, diligence, resort to security, joinder of applicant, obligation to proceed first against applicant, any claims, rights or remedies against applicant based on this guarantee, or notice of change in credit terms or credit lines. The Undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned individual(s), from time to time as may be needed, in the credit evaluation process. PLEASE HAVE SIGNATURE(S) NOTARIZED.

By _____
Signature *Home Address* *Date*

Print Name

By _____
Signature of Spouse (if individual business) *Home Address* *Date*

Print Name

NOTARY PUBLIC Sworn to me this _____ day of _____ 20 _____
 Notary Public _____ My Commission Expires _____