

Uniform Confidential Credit Application and Purchase Order Agreement.

4906 Middle Ridge Road Perry, OH 44081 Phone: 440-259-5403 Fax: 440-259-4965

ALL BLANKS MUST BE COMPLETED FOR CONSIDERATION OF CREDIT

Firm Name:		Phone:		Fax:				
Name of Parent Company if	Subsidiary							
Legal Status (x)	Proprietorship	Partnership		Corporation (list state & date)				
Officers/Owners Names	Title	Residence		Phone	Fax			
Name of person in charge of	Name of person in charge of Accounts Payable			Phone				
Finance								
Bank		Bank Address						
Bank Officer or Department:			Phone:					
Nursery/Green Goods Refe Name	rences ONLY City	State	Phone		Fax			
Is a Purchase Order Required?		Have you ever been denied credit?						

Terms & Conditions The undersigned, upon applying to C.M. BROWN NURSERIES, INC., agrees to the following:

Payment is due 30 days from the invoice date. Volume discounts only apply for 30 days, and may not be taken after 30 days. An invoice must be paid in full to allow for any discounts. Partial payments on account do not qualify for discounts.

- Interest will be paid on any past due amount at 2% per month, which is an Annual rate of 24%, from due date until paid.
  Applicant hereby agrees to pay all collection, attorney, and or court costs incurred by seller if legal action is instituted, and service charges due.
- 3. Any Claim must be made **in writing** within **10** days of invoice date; claims of any kind, made after 10 days may not be honored.
- 4. Applicant agrees to cancel an order, if necessary, within 24 hours of the scheduled pickup or delivery date. There will be a 20% re-stocking charge on all unclaimed material after scheduled date; also, an unclaimed order will be subject for sale to other customers for any canceled or unclaimed order.
- Applicant agrees that if for any reason, a debt to C.M. BROWN NURSERIES INC. is not paid when due, C.M. BROWN NURSERIES, INC. may proceed directly against officers and/or owners.
- 6. Credit will not be issued for lost material due to frost and other weather conditions after leaving our nursery.
- 7. The buyer and seller agree that this contract is made in Ohio, and shall be governed under Ohio Law. Further, venue for any action pertaining to a sale made under this contract shall be venued in Lake County, Ohio.

I hereby state that I have read, understand and agree to comply with the above terms and conditions, have provided true information to the best of my knowledge and have retained a copy for my records. I further authorize the above cited references to supply pertinent information, as may be required to determine our credit capabilities.

Signature & Title of Responsible Officer

Full Name of Firm