



Island Tropical Foliage

17960 SW 232 St. Miami, FL 33170

Toll Free 1-877-247-0010

Office (305) 245-0010

Fax (305) 245-0109

DATE _____

APPLICATION FOR CREDIT

Type of Business Corporation Partnership Sole Proprietorship

Full Legal Name of Company _____

Mailing Address _____

Physical Address _____

Phone # _____ Fax # _____

Years in Business _____ Tax Exemption # _____ (please attach resale certificate)

Owner or President _____ Social Security # _____

Home Address _____

Home Phone # _____

Partner or V.P. _____ Social Security # _____

Home Address _____

Home Phone # _____

Person Responsible for Accounts Payable

Bank Name Account # Telephone

Trade References Phone # Fax #

1. _____

2. _____

3. _____

4. _____

PERSONAL GUARANTEE

Company Name _____

Address _____

I hereby personally guarantee to Island Tropical Foliage, Inc. the prompt payment, in accordance with the terms of credit, with reference to the above named sole proprietorship, partnership or corporation. This is a continuing Guarantee and shall remain in force until revoked with the written consent of Island Tropical Foliage, Inc.

The undersigned additionally guarantees payment of interest at maximum lawful rate on all monies outstanding to Island Tropical Foliage, Inc., by the above named sole proprietorship, partnership or corporation together with costs and reasonable attorney's fees whether suit be brought or not and any attorneys fee on appeal, which Island Tropical Foliage, Inc. may incur in the collection of any claims.

I/We personally and unconditionally guarantee all past, present and future indebtedness incurred herein.

Date _____

Witness _____

Signed _____

1. If any charge or payment is not paid by Customer within fifteen (15) days after its due date Customer agrees to pay a service charge on the amount owing equal to one and one half percent (1½%) per month or the highest rate allowed under applicable law whichever is the lower.
2. If any claims arise with respect to defects in quantity or quality, or as to any other matter, Creditor shall not be liable, if at all, unless Customer shall make written claim to Creditor within forty-eight (48) hours after receipt of any shipment involved in such claim and failure to present any such claim within that time will be considered a waiver of the claim. Any claims made by telephone shall be confirmed immediately in writing to creditor.
3. All shipments are FOB point of shipment. The Customer agrees to resolve all claims arising from shipment directly with the carrier.
4. Customer hereby authorizes Creditor to investigate Customer's credit record and to report Customer's performance under this transaction or any other agreement between Creditor and Customer to credit agencies specifically but not limited to Florida Growers Credit Association.
5. In the event that any legal proceedings are instituted to collect any amount due and owing then the Customer will be responsible for any costs incurred in collecting such amount, including but not limited to reasonable attorneys fees and court costs incurred at both the trial and appellate levels.
6. If any provision hereof is deemed invalid or unenforceable to any extent, the remainder of the terms hereof will not be affected thereby and will be enforced to the greatest extent permitted by law.

Dated _____

_____ Company Name

By _____ Printed Name

Signature _____

Fed ID _____

PRICE LIST TERMS AND CONDITIONS

Invoices are due on a net 30 days basis where credit has been established. A 1-1/2% monthly service charge will be added to all accounts over 30 days.

All prices are F.O.B. Island Tropical Foliage Inc., Miami, Florida and subject to change without notice.

Packing charges are additional.

Orders prepared for shipment and canceled or not picked up will be charged 10% for processing and handling.

All items are subject to availability.

All claims for damage or shortage must be filed with the carrier upon receipt. The buyer resumes all responsibility to file claims with the carrier. Island Tropical Foliage must be notified within 24 hours of receipt of shipment. In the meantime, existence of a dispute with the carrier will not relieve The Buyer of his financial obligation to Island Tropical Foliage, Inc. for the invoice amount.

Island Tropical Foliage, Inc. must be advised in writing of any quality claims within 48 hours of receiving the plant material.