



MAIN OFFICE:

8457 Northwest 66th Street, Miami, Florida 33166
1.800.421.8986 | 305.592.8986 | 305.597.0677 - Fax

edwin@foremostco.com | www.foremostco.com

CREDIT APPLICATION

(General Terms & Conditions Attached)

In order to be considered for a credit account, this application must be completed and signed on all pages **by an officer, partner or owner**. Instructions are on the last page of this document.
Any omissions will delay processing.

GENERAL INFORMATION

e
Exact Name of Company _____
Street Address _____ City _____ State _____ Zip _____
Country _____ Phone () _____ E-mail _____
How Long in Business? _____ Credit Line Requested: \$ _____
Organization Structure: Corporation Partnership Sole Proprietorship Federal I.D. Number _____
Electronic Invoicing Preference? Y N
If Yes, please provide e-mail address invoice should be sent to: _____

BANKING REFERENCE

Name _____ Contact _____
Address _____ City _____ State _____ Zip _____
Country _____ Phone () _____ Fax () _____
Account Number _____ Loan Balance _____ Date of Loan _____

I/We authorize the release of information to ForemostCo®, Inc. ForemostCo®, Inc. is authorized to carry out investigations and to obtain credit information and reports.

Signature _____ Title _____ Date _____
Print Name _____ **(Officer, Partner, or Owner)** SS # _____

TRADE REFERENCES

1. Name of Vendor _____ Contact _____
Street Address _____ City _____ State _____ Zip _____
Country _____ Phone () _____ E-mail _____
2. Name of Vendor _____ Contact _____
Street Address _____ City _____ State _____ Zip _____
Country _____ Phone () _____ E-mail _____

3. Name of Vendor _____ Contact _____
 Street Address _____ City _____ State _____ Zip _____
 Country _____ Phone () _____ E-mail _____

4. Name of Vendor _____ Contact _____
 Street Address _____ City _____ State _____ Zip _____
 Country _____ Phone () _____ E-mail _____

APPLICANT'S STATEMENT

I/We certify the information contained herein to be true and correct. I/We have been advised of terms of sale and understand that a 1-1/2% per month service charge will be made on any invoices over 30 days past due. On any checks returned to ForemostCo®, Inc., \$25.00 or 5% of check amount, whichever is higher, will be charged. At no time will this amount exceed the highest amount allowed by the laws of the State of Florida.

If I/we default on any amount due, ForemostCo®, Inc. may at its option declare the entire balance immediately due and payable.

I/We authorize the release of information to ForemostCo®, Inc. ForemostCo®, Inc. is authorized to make investigations and to obtain credit information and reports.

In the event of default, I/we further agree to pay reasonable attorney's fees and costs of collection, whether or not suit be brought. The Parties agree that all matters shall be governed by and constructed according to the laws of the State of Florida. Applicant acknowledges that, whether or not suit be brought, jurisdiction of the person and subject matter, as well as venue, shall be in Miami-Dade County, Florida.

Signature _____ Title _____ Date _____

Print Name _____ (*Officer, Partner or Owner*) SS # _____

CONTINUING PERSONAL GUARANTY

WHEREAS , _____, hereinafter called "Customer" is or may become indebted to ForemostCo®, Inc., herein after called "Creditor".

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned Guarantor hereby absolutely and unconditionally guarantees to Creditor the prompt payment at maturity and all times thereafter of all amount due to Creditor by Customer.

Guarantor represents that he, she, or it, will receive a direct and material benefit from the extension of credit by the Creditor to the Customer. In the event of default by Customer in payment of any amount due to Creditor from Customer, when such indebtedness becomes due, either by its terms or as the result of the exercise of any power to accelerate. Guarantor shall, on demand and without further notice of dishonor, without any notice have been given to Guarantor previous to such demand of the creating or incurring of such indebtedness, pay the amount due thereon to Creditor and it shall not be necessary for Creditor, in order to enforce such payment by Guarantor, first to institute suit or exhaust its remedies against Customer or others liable on such indebtedness.

In the event of default, I/we further agree to pay reasonable attorney's fees and costs of collection, whether or not suit be brought. The Parties agree that all matters shall be governed by and constructed according to the laws of the State of Florida. Guarantor acknowledges that, whether or not suit be brought, jurisdiction of the person and subject matter, as well as venue, shall be in Miami-Dade County, Florida.

EXECUTED this _____ day of _____, _____.

Guarantor's Name _____ Social Security Number _____

Home Address _____ City _____ State _____ Zip _____

Guarantor's Signature _____

Witness Signature _____



GENERAL TERMS AND CONDITIONS

- 1) All prices are F.O.B. point of shipment or delivered to nursery within our defined delivery area. These areas include most of Florida south of Orlando/Tri-County area and Southern California. For air shipments, we will deliver to Miami International Airport at no additional charge. Please check with your salesperson for exact delivery area.
- 2) There will be a handling/clearance charge per box added to your invoice for boxed material as well as a charge per tray or bundle for unboxed or bundled material. Consult your sales person for crated material to Southern California. Any required governmental or agricultural inspections will be at the customer's expense.
- 3) For certain states and Canada, a phytosanitary certificate will be required.
- 4) Claims for damages during transportation must be filed by customer with the carrier. All claims must be reported directly to us by the customer within 48 hours of receipt of goods, and written notice given within 10 days of receipt of goods. Otherwise, a claim will not be accepted.
- 5) All freight charges are collect unless other arrangements have been made. For air shipments we recommend a five box minimum to take fullest advantage of freight minimums. Shipments via common carrier will be at customer's risk only.
- 6) For un-established accounts, cash, cashier's check, money order, wire transfer, or approved Visa/Master Card must be received prior to shipping.
- 7) Once account is established with a credit line allowed, any payments made by Credit Card will be subject to a 2.5% Convenience Fee.
- 8) A service charge of 1.5% will be applied monthly on unpaid balance over terms. Default in payment will result in additional collection fees and/or attorney fees plus court costs.
- 9) Prices subject to change without notice. For updated availability information, call *FOREMOST FIRST* at 1.800.421.8986, or check our Website at www.foremostco.com.
- 10) We warrant to the extent of the purchase only that all nursery stock is sold true and as described within recognized trade tolerances. ForemostCo® gives no other warranty, expressed or implied, and will in no way be liable for more than the invoice value at the time of purchase.

In the event of default, I/we further agree to pay reasonable attorney's fees and costs of collection, whether or not suit be brought. The Parties agree that all matters shall be governed by and constructed according to the laws of the State of Florida. Customer acknowledges that, whether or not suit be brought, jurisdiction of the person and subject matter, as well as venue, shall be in Miami-Dade County, Florida.

Signature _____ Title _____ Date _____
Print Name _____ **(Officer, Partner, or Owner)** SS # _____



BLANKET CERTIFICATE OF RESALE

This is to certify that all material, merchandise, or goods purchased by the undersigned from ForemostCo®, Inc., after _____ is purchased for the following purpose.

- Resale as tangible personal property
- To be incorporated as a material or part of other tangible personal property to be produced for sale by manufacturing, assembling, processing or refining
- To be exported for sale, use, or consumption outside the continental limits of the United States
- Other

This certificate shall be considered a part of each order which we shall hereinafter place provided such order contains our certificate number. This certificate is to continue in force until revoked in writing.

Certificate Number _____ Firm _____

Dated _____, _____ Signature _____

At _____ Title _____

Telephone _____ E-mail _____

Mailing Address _____

Consistent Quality. Exceptional Service®
8457 Northwest 66th Street, Miami, Florida 33166
Toll free: 1.800.421.8986 | local: 305.592.8986 | fax: 305.597.0677
www.foremostco.com | ar@foremostco.com



Dear Customer:

Thank you for your interest in doing business with us. We look forward to serving you with all your plant needs!

Please follow the instructions below in order to apply for a credit account with us:

- Type or print all required information on the Credit Application.
Note: Omitting information will delay approval, or in some cases, result in denial of a credit account.
- The application must be signed front and back by an officer of the corporation listed with the Secretary of State's office, a partner, or the owner, if a sole proprietorship, in order to be considered for a credit line. Type or print the name of the person signing the application underneath the signature line.
- After the application has been completed, signed and dated, you may e-mail it to edwin@foremostco.com in order for us to expedite the processing.
- Mail the original application to our Miami office, attention *Credit Department*, at 8457 NW 66 Street, Miami, FL 33166.

Once the process has been completed and everything is in order, our Credit Department will determine payment terms and credit limits and advise you of the same.

Thank you for giving us the opportunity to be of service!

Sincerely,

Edwin Dossett
Credit Manager

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