



MAIN OFFICE:
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CREDIT APPLICATION
(General Terms & Conditions Attached)

In order to be considered, this application must be completed and signed on all pages by owner, partner, or officer.
Any omissions will delay processing.

GENERAL INFORMATION

Exact Name of Company
Street Address City State Zip
Country Phone () Fax ()
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 make investigations and to obtain credit information and reports.

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

TRADE REFERENCES

1. Name of Vendor Contact
Street Address City State Zip
Country Phone () Fax ()
2. Name of Vendor Contact
Street Address City State Zip
Country Phone () Fax ()

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

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

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 _____ (Owner, Partner, or Officer) 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) 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.
- 8) 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.
- 9) 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 _____ **(Owner, Partner, or Officer)** 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 _____

Phone _____

Address _____

Fax _____



Dear Customer:

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

For those who wish to apply for a credit account with us, the following are instructions that should be followed carefully, in order to quickly approve your request.

First, if you receive a fax credit application, you will need to make a copy of it, making it a hard copy (original form). Then, fill out this original completely, please do not omit any information. Please print or type the information on the report. Omitting information can and will delay 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. Please type or print the name of the person signing the application underneath the signature line.

After the application has been completed and signed and dated, please fax to our Miami office, so we may quickly expedite the processing. Then, mail the original to our Miami office, attention credit department.

Once the credit application has been completed and all is in order, the credit department will determine payment terms and credit limits.

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

Thank you,

Edwin Dossett
Credit Analyst