



# LAWYER NURSERY, INC.

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## CONFIDENTIAL CREDIT APPLICATION AND PURCHASE ORDER AGREEMENT (Please complete entire form)

(Please Print or Type) E-mail: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Legal Status:  Proprietorship  Partnership  Corporation (State of incorporation \_\_\_\_\_ Year incorporated \_\_\_\_\_)

State Resale Tax # \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

Nature of Business \_\_\_\_\_ Year Established \_\_\_\_\_

Prior Business Name(s): \_\_\_\_\_

At present location since: \_\_\_\_\_ Approximate annual sales: \_\_\_\_\_

Officer or Owners Names: \_\_\_\_\_ Title: \_\_\_\_\_ Residence Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### CREDIT REFERENCES: (include firms from whom you are currently purchasing nursery products on open account)

Name: \_\_\_\_\_ Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BANK REFERENCE: Name & Branch \_\_\_\_\_ Bank Officer or Dept: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Address: \_\_\_\_\_

Checking Acct. No. \_\_\_\_\_ Loan No. \_\_\_\_\_ Savings Acct. No. \_\_\_\_\_

BUSINESS FINANCING: Other sources: \_\_\_\_\_

Have any of the owners or officers ever had a business failure or been bankrupt? \_\_\_\_\_ (If yes, explain on a separate page.)

Amount of credit desired: \$ \_\_\_\_\_ Buyer's Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Anticipated annual purchase from Lawyer Nursery: \_\_\_\_\_

TERMS: Our regularly stated terms and conditions of sale are printed below this form and are part of this agreement. Please read them carefully.

AGREEMENT: By acceptance, the undersigned acknowledges, that this agreement constitutes the entire agreement and is a continuing and irrevocable guaranty and indemnity of payment of future indebtedness as contemplated hereunder, including indebtedness arising under successive transactions and may only be revoked or amended in writing.

I have read, understand, and accept the statements set forth in this agreement including the terms and conditions of sale listed below. I have retained a copy of this agreement for my records. I further authorize the above cited references to supply pertinent information as may be required to determine our credit capabilities.

Applicant \_\_\_\_\_ Date \_\_\_\_\_

Signature and Title

## TERMS AND CONDITIONS

**PRICES:** Prices are in U.S. Dollars, are based on present market conditions, and are subject to change without notice. All prices are ex-warehouse at our production nurseries in Plains, Montana and Olympia, Washington.

**MINIMUM ORDER:** Minimum order for nursery stock is \$250.00. Nursery stock must be ordered in multiples of full bundle counts.

**RESTRICTION OF SALE:** Lawyer Nursery, Inc. is a wholesale nursery. Nursery stock is offered for sale to knowledgeable professionals and businesses only. Buyer certifies that all goods are purchased for use or consumption in connection with a business enterprise in the production or use of horticultural, agricultural or forest products.

**CANCELLATIONS:** Any cancellation or reduction by customer in quantity ordered must be made in writing. Orders for nursery stock cancelled in whole or in part will be billed a 25% cancellation charge if the order was placed prior to January 1 and cancelled after February 1 or if the order was placed after January 1 and cancelled after more than 30 days. Orders cannot be cancelled after preparation for shipment. Orders may be cancelled by Lawyer Nursery, Inc. due to late payments.

**BACK ORDERS:** Nursery stock orders are automatically cancelled if stock is unavailable in the season for which the order is placed.

**RETURNS:** Our nursery stock cannot be returned without the express written permission of Lawyer Nursery, Inc. In all cases goods cannot be returned after they have been accepted, processed, improperly stored, planted, or otherwise treated, modified or used in any way. If you have a problem call us immediately.

**NON-GUARANTEE:** As is customary in the wholesale nursery trade, nursery stock is sold "as is" without warranty, express or implied, as to quality, variety, description, productiveness, merchantability or results secured in planting or transplanting. All nursery stock is offered for sale subject to crop yield and prior sale.

**CONTINGENCIES:** We reserve the right to prorate or cancel any order, in whole or in part, because of: strikes, labor shortages, fire, frost, flood, drought, disease, casualty, errors in count, spoilage, or other circumstances beyond our control.

**SUBSTITUTIONS:** If Lawyer Nursery, Inc. is unable to furnish the size or grade of plant material ordered by the Buyer, Lawyer Nursery, Inc. reserves the right, without notice to Buyer, to supply the closest available size or grade at the current corresponding price for the product delivered, unless the Buyer's order or order acknowledgment has noted upon it "NO SUBSTITUTIONS".

**TAXES:** Any taxes arising from the purchase, use or resale of the goods, such as sales tax, or any other local tax, are the responsibility of the Buyer.

**LIMITATION OF LIABILITY:** Lawyer Nursery, Inc's maximum liability, whether contractual or for negligence or otherwise, is limited in amount to the amount paid to Lawyer Nursery, Inc. for the purchase of the nursery stock under all circumstances and regardless of the nature, cause or extent of the loss.

**PAYMENT TERMS:** To those with credit approved by Lawyer Nursery, Inc., we extend our usual terms of 30 days net. Otherwise a 25% cash deposit must be paid when the order is placed prior to February 1st and the balance paid 4 weeks before scheduled shipment. Orders for less than \$750.00 or placed after February 1st must be accompanied by payment in full. Late payment will delay your shipping. Overdue accounts will be charged interest at the rate of 1¼% per month or an annual rate of 15% or the maximum allowable legal rate. Buyer assumes ownership and responsibility for goods at the time of shipment; however, Lawyer Nursery, Inc. retains a vendor's interest in all goods until such have been paid for in full.

**TITLE TO GOODS:** Buyer assumes ownership and responsibility for goods at the time of shipment; however, Lawyer Nursery, Inc. retains a vendor's interest in all goods until paid for in full.

**SHIPPING:** All nursery stock is shipped at Buyer's risk and expense ex-warehouse Plains, MT and Olympia, WA. We charge for packing materials at our cost. Unless given specific instructions we will ship by the method we think best.

**RECEIVING & ACCEPTANCE:** Nursery stock is perishable. All shipments should be immediately and carefully unpacked and inspected on arrival and then placed in proper storage. Any problems with the condition or quality or quantity of goods received should be brought to our attention immediately.

**CLAIMS:** Claims for any cause must be made in writing within 5 days after arrival of goods, which period of time is expressly agreed to be reasonable. If Buyer does not give such notice, Buyer agrees to have irrevocably and unconditionally accepted the goods. Lawyer Nursery, Inc. furthermore will not consider any claim after nursery stock has been processed, improperly stored, planted, or otherwise treated, modified or used in any way. Claims for losses while goods are in transit must be filled by the Buyer directly with the carrier.

**SEVERABILITY:** In the event that any part of these terms and conditions of sale is held to be illegal or unenforceable in any jurisdiction, the other parts shall nonetheless remain in full force and effect.

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These terms and conditions of sale may not be changed or amended except by written agreement signed by an officer of Lawyer Nursery, Inc. By acceptance of the nursery stock, the Buyer acknowledges that the limitations and disclaimers written herein are the conditions of sale and that they constitute the entire agreement between buyer and seller.