

**Obies Floral**  
**Credit Application and Agreement**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Email Address: \_\_\_\_\_

Company Structure: Corporation  Partnership  Sole Proprietorship  Present Ownership since: \_\_\_\_\_

Owner, Partner, Officers	Home Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

Accounts Payable Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Amount of Credit Requested: \_\_\_\_\_ Estimated Net Worth: \_\_\_\_\_

Have You Ever Filed for Bankruptcy? \_\_\_\_\_ If So, Under What Name and Year \_\_\_\_\_

**Bank References (Please Give Address and Account Numbers)**

1. Name : \_\_\_\_\_ 2. Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax \_\_\_\_\_ Phone: \_\_\_\_\_ Fax.: \_\_\_\_\_

Contact/Acct #: \_\_\_\_\_ Contact/ Acct #: \_\_\_\_\_

Authorized Signatures for Bank Account: \_\_\_\_\_

**Trade Reference with Complete Addresses and Telephones (Please Use Largest Suppliers & Monthly Volume)**

1. Name: \_\_\_\_\_ 2. Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Volume: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Volume: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

3. Name: \_\_\_\_\_ 4. Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Volume: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Volume: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax. \_\_\_\_\_

Do You Have Another Company Within This Trade? \_\_\_\_\_ What Name(s) \_\_\_\_\_

By signing below, the Buyer and the individual executing this Credit Application and agreement on behalf of Buyer hereby certify that the information presented in this application is made for the purpose of obtaining credit, and Obies Floral is authorized to verify any information contained herein. Obies Floral is also authorized to receive information regarding Buyer's credit worthiness, including information from Credit Reporting Agencies. By executing this Credit Application and Agreement, buyer hereby agrees to bound by the terms and conditions set forth on the reverse side hereof. Said terms and conditions cannot be modified except by a writing signed by Obies Floral. All information submitted in this application will be considered confidential by Obies Floral.

Buyer: \_\_\_\_\_ Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

CREDIT AGREEMENT TERMS AND CONDITIONS ON REVERSE SIDE HEREOF."

Obies Floral 255 Coward Rd., Watsonville, CA 95076 phone(831)728 3636 fax(831)728 0493

### **CREDIT AGREEMENT TERMS AND CONDITIONS**

**PAYMENT TERM** - All credit purchases shall be due and payable on the tenth day of the month following the delivery and will be in default if payment is not received by the end of that month. All past due accounts accrue interest at the rate of 1 1/2% per month on the declining balance, or the maximum legal rate of interest allowed by law, whichever is less. the accrual or payment of interest does not authorize the Buyer to defer payment of any indebtedness beyond its due date stated herein. Any payment received from the Buyer may be applied by Obies against any obligation owing by Buyer to Obies , regardless of any statement appearing on or referring to such payment, without discharging Buyer's liability for any additional amounts owing by buyer to Obies. The acceptance by Obies of such payment shall not constitute a waiver of Obies 's right to pursue any remaining balance. Should Buyer fail to make any payment required thereunder, Obies may, without notice, declare all obligations of Buyer to Obies immediately due and payable, whether or not such interest is included in any statement of account rendered by Obies to Buyer.

Should any dispute arise with respect to any merchandise delivered by Obies to Buyer, Buyer shall nevertheless pay all invoices covering merchandise not in dispute, without setoff, defense or counter claim.

**DELIVERIES** - Subject of Obies' right of stoppage in transit, delivery of merchandise to a carrier shall constitute delivery to Buyer, and risk of law shall there upon pass to Buyer.

Should delivery of all or any part of any merchandise ordered by Buyer be delayed by events beyond Obies' control, including but not limited to strikes, acts of God, government regulations or Obies' inability to obtain labor, materials or services through its customary sources, Obies' time for performance shall be extended by the period of delay or Obies may at its option, cancel the purchase order without liability, Buyer remaining liable to pay for shipments already made.

**CLAIMS AND RETURNS** - Buyer must notify Obies by telephone within 24 hours and in writing within three days after delivery of merchandise, and the delivery and acceptance of any merchandise shall constitute a waiver of any claim that it was delivered late. All returned merchandise by Buyer to Obies shall be freight prepaid. Obies reserves the right to require a third party inspection on any product not returned.

**WITHDRAWAL OF CREDIT APPROVAL** - Obies reserves the right before shipment of any merchandise ordered by Buyer to require that all, or a portion of the purchase price relating thereto, be paid to Obies, in good funds prior to shipment.

**ENFORCEMENT OF OBLIGATION** - Buyer agrees to pay all of Obies' costs and expenses, including reasonable attorney's fees, expended or incurred (whether or not in connection with judicial proceedings) by Obies in enforcement of all obligations of Buyer to Obies.

CHOICE OF LAW AND VENUE - This credit application and Agreement and all subsequent purchases between Buyer and Obies shall be governed by and construed in accordance with the laws of the State of California. Buyer consents to the in person jurisdiction of any State Court located in Santa Cruz County, California. Buyer agrees that service of process may be made by mailing a copy of the summons and complaint to Buyer at its address set forth in Obies' records, in the manner prescribed by California law.

NO WAIVER - Nor failure to exercise and not delay in exercising any right, power or remedy under any agreement between Obies and Buyer shall impair any right, power or remedy which Obies may have, or shall any such delay be construed to be a waiver of any such right, powers or remedies or any acquiescence in any breach or default under any agreement between Buyer and Obies.

For and in consideration of Obies Floral (Obies) extending credit to the Buyer indicated on the reverse side of this page, the undersigned (whether one or more) jointly, severally and unconditionally guarantee payment of Buyer's obligations to Obies, whether past, present or future. Our guarantee in continuing, and you may seek from us even though you decline to undertake action notification to us, change or alter the underlying terms of credit, underlying terms of a debt, or any other matter which may pertain to claim against other persons or Buyer, add or subtract any one of us or another guarantee or release collateral, if the same exists, and we shall be bound to pay the indebtedness and all other obligations owed by Buyer to Obies pursuant to the terms of its Credit Agreement with Obies. This guarantee shall remain in effect until revoked by mailing to Obies, return receipt requested., and certified a notice of delinquent of any obligation owed by Buyer to Obies, we in addition to paying Obies the debt, interest and court costs, shall pay reasonable attorney's fees incurred in collection of such a delinquency, regardless of whether legal action is taken. this guarantee shall bind us and our successors and assigns.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Name : \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_