



Keepsake Plants Ltd.
A division of Aris Horticulture, Inc.
Leamington Ontario N8H 3W3

CREDIT APPLICATION

P: 519.326.6121 F: 519.326.1405

Name of Business \_\_\_\_\_ Date Business Started \_\_\_\_\_

Owner's Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

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

President \_\_\_\_\_ Vice President \_\_\_\_\_ Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_ A/P Contact \_\_\_\_\_ A/P Email address \_\_\_\_\_

Business is: Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ LLC \_\_\_\_\_ LLP \_\_\_\_\_

Business I.D. No. \_\_\_\_\_ or Resale No. \_\_\_\_\_ DUNS No. \_\_\_\_\_

\$ \_\_\_\_\_ Line of Credit Type of Business: Grower \_\_\_\_\_ Wholesaler \_\_\_\_\_ Retailer \_\_\_\_\_ Garden Ctr \_\_\_\_\_

TRADE REFERENCE:

1. Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

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

2. Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

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

3. Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

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

BANK REFERENCE:

Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

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

Checking Account No. \_\_\_\_\_ Loan Account No. \_\_\_\_\_ Secured: Yes \_\_\_\_\_ No \_\_\_\_\_

Are you or have you ever been in Bankruptcy? No \_\_\_\_\_ Yes \_\_\_\_\_ Date \_\_\_\_\_

TERMS OF SALE

Credit Terms and Finance Charges: Payment terms are NET 30 days. TO AVOID FINANCE CHARGES, PAYMENTS MUST BE RECEIVED BY ARIS ON OR BEFORE THE 30TH DAY AFTER INVOICE DATE. A FINANCE CHARGE OF 1.5 percent (18% Annual Percentage Rate) of the amount due for each shipment will be added to statements for payment received after the 30th day from invoice date. In the event of litigation to collect a delinquent account, the FINANCE CHARGE shall be at the maximum rate allowable by law. Should credit availability be granted by seller/creditor, all credit shall be extended at the sole discretion of seller/creditor. Seller/creditor may increase, decrease or terminate any credit availability at any time within its sole discretion.

Each of the undersigned individually represents to Keepsake Plants Ltd. that each of the signatories is an owner, stockholder, partner, officer, agent, or director of the applicant purchaser. Purchaser agrees that in the event legal action is instituted to effect collection of any unpaid balance, purchaser will pay Keepsake Plants Ltd. all cost of collection, court costs, and reasonable attorney's fees, as may be awarded by the court.

In lieu of charge on account, the company will accept VISA or MASTERCARD. Orders cannot be sent on a C.O.D. basis.

**Policy For Filling Orders:** Keepsake Plants Ltd. including divisions Green Leaf Plants, Keepsake Plants and Aris Horticultural Services, will endeavor to fill orders as requested and to make such substitutions as may be necessary with varieties similar to those ordered.

**Transportation Charges:** All prices are F.O.B. shipping point unless quoted otherwise.

**Cancellations:** Keepsake Plants Ltd. reserves the right to charge a 20% restocking charge for any material that is in process that is cancelled. Keepsake reserves the right to refuse cancellation of orders for all Keepsake products unless cancellation occurs by reason of an Act of God. Aris reserves the right to refuse cancellation of orders for brokered products prior to product departing unless Keepsake and Purchaser shall have agreed in writing to a cancellation date.

**Prices:** Prices are subject to change without notice. Information concerning pricing may be obtained from your Sales Representative.

**LIMITATION OF WARRANTY**

**Keepsake Plants Ltd. warrants to the purchaser that Keepsake Plants Products and non-Keepsake Plants Products shall conform to the description, and with respect to plants, Keepsake Plants Ltd. warrants that such plants will be viable when received. ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED AND INCLUDING, BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THIS CONTRACT OF SALE. PURCHASER SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OF ANY ARIS PRODUCT OR NON-ARIS PRODUCT ON WHICH CLAIM IS MADE AS THEIR EXCLUSIVE REMEDY FOR BREACH OF THE WARRANTY EXPRESSED HEREIN AND FOR NEGLIGENCE AND OTHERWISE. UNDER NO CIRCUMSTANCES SHALL ARIS BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR CONSEQUENTIAL OR INCIDENTAL DAMAGE.**

Products Of Other Growers Sold By Keepsake Plants.

Keepsake Plants Ltd. makes no warranty regarding products of other growers sold by Keepsake Plants Ltd. and to the extent, if any, any warranty of the grower inures by its terms to the benefit of the purchaser, the purchaser agrees to look only to the manufacturer as the sole and exclusive recourse.

I certify: that the information provided above is true and correct and that I have read and accepted the Terms of Sale.

SIGNATURE (Officer/Principal Owner ONLY) \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Sales Representative \_\_\_\_\_

**BLANKET EXEMPTION CERTIFICATE**

\_\_\_\_\_ TAXABLE      \_\_\_\_\_ EXEMPT

The undersigned customer hereby certifies that it is licensed to do business under the Laws(s) of the State (Province) of \_\_\_\_\_ holding the sales tax license number:

# \_\_\_\_\_ enumerated and that the tangible personal property purchased is exempt from sales and use tax for the following reason:

- (    ) Resale, in the regular course of business, in the form of tangible personal property.
- (    ) Incorporating the same as material, ingredient or component part, into tangible personal property.
- (    ) Other authorized exemption (describe)

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

This certificate shall be considered part of each order given by customer from and after the effective date hereof, unless such order shall otherwise specify. This certificate shall continue in full force and effect unless and until revoked in writing by the customer. The customer understands and agrees that it uses any property purchased tax-free under this certificate in any manner which would not exempt the sale from tax it becomes the user or consumer of such property, and such assumes liability for and undertakes full payment of any tax due.