



OREGON FLOWERS, INC.®

"Flowers grown with a Dutch touch"

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CREDIT APPLICATION & CREDIT AGREEMENT

| | | | |
|---|--|-------------------------------------|----------|
| Complete Customer Name | | Federal Tax ID No. | |
| Business Name | | Fax No. | |
| Street Address | | Phone No. | |
| City, State, Zip | | | |
| Mailing Address | | | |
| City, State, Zip | | | |
| Kind of Business: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation | | | |
| No. of Years in Business | | If a Corporation, Registered Agent: | |
| Principal Stockholders (or principal members if Limited Liability Company) | | | |
| Names of Officers with Titles: | | | |
| Incorporated (if Limited Liability Company) under the law of which State? | | | |
| Email Address: | | Packing Slips | Invoices |
| Additional Email: | | Packing Slips | Invoices |
| Statements | | | |
| If Partnership or Sole Proprietorship, NAMES OF PARTNERS OR OWNERS AND HOME ADDRESS | | | |
| | | | |

BANK REFERENCE

| | | |
|---------------------------|------------------|-----------|
| Name and Account Officer: | | Phone No. |
| Street Address | City, State, Zip | |

CREDIT REFERENCES

(Please list three firms from whom you buy on an open account)

| | | |
|----------------|------------------|-----------------|
| Firm Name | | Fax # or Email: |
| Street Address | City, State, Zip | |
| Firm Name | | Fax # or Email: |
| Street Address | City, State, Zip | |
| Firm Name | | Fax # or Email: |
| Street Address | City, State, Zip | |

CREDIT TERMS AND CONDITIONS

1. **Terms of Credit.** You agree to pay the total amount due as shown on the invoice on or before the 15th of the month following the month in which the purchase was made. Any amount not paid within this time shall be past due and subject to a late charge of 1 1/2% per month or the maximum rate allowed by law, whichever is lower.
2. **Shipping and Notice of Defect.** All product is shipped F.O.B. at Oregon Flowers, Inc., Aurora, Oregon. Our responsibility ceases and risk of loss passes to Customer upon delivery of the product in good condition to the transportation company. Oregon Flowers, Inc. shall not be responsible to Customer or user for alleged defective products unless Customer/user notifies us in writing of the defects within seven (7) days of delivery.
3. **Force Majeure.** Orders are subject to cancellation or delay caused by governmental regulations, laws, administrative orders, inclement weather, labor disputes, floods, fire, war, embargoes or other cause reasonably beyond the control of Oregon Flowers, Inc.
4. **Choice of Law.** This Agreement shall be construed under the laws of the State of Oregon without reference to Oregon's choice of law principles. All orders are accepted at Oregon Flowers, Inc., Aurora, Oregon. Any action or suit between the parties relating to the Agreement shall be brought in the courts of Multnomah County, Oregon, and customer consents to the jurisdiction of the Multnomah County, Oregon, courts.
5. **Attorney's Fees.** You promise and agree to pay Oregon Flowers, Inc.'s reasonable attorneys' fees and collection costs, even though no suit or action is filed if your past due/delinquent account is not paid and Oregon Flowers, Inc. refers collection of your account to an attorney in an attempt to collect such account. If suit or action is filed, you further agree that the amount of such reasonable attorneys' fees shall be fixed by the court or courts in which the suit or action, including any appeal therefrom, is heard or decided.
6. **Modification.** No amendment to or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the parties who are then bound by the terms of this Agreement.

Signed by person(s) authorized by _____ (name of Customer) to sign this Application and bind _____ (name of Customer) hereto.

Signature

Title

Date

CONTINUING GUARANTY

In consideration of credit extended to _____ (hereinafter "Customer") or to otherwise become the creditor of Customer, the undersigned Guarantor hereby guarantees to Oregon Flowers, Inc., its and assigns, unconditionally and at all times, the prompt payment in lawful money of the United States of America of any and all indebtedness which the customer may now, or at any time hereafter, owe to Oregon Flowers, Inc.

This guaranty is a continuing guaranty, binding the undersigned Guarantor, and each of his, their or its heir, legal representatives and successors, until terminated by written notice to Oregon Flowers, Inc., and the payment and discharge of all obligations owing or existing from the Customer to Oregon Flowers, Inc. at the date said notice is delivered to and received by Oregon Flowers, Inc.

Upon any default of the Customer, Oregon Flowers, Inc. may, at its option, proceed directly and at once against the undersigned Guarantor to collect the full amount of any liability hereunder, or any portion thereof, without first proceeding against the Customer or any other surety, or other guarantor. The undersigned Guarantor hereby expressly waives presentment, protest, demand or notice of nonpayment of any of said indebtedness of the Customer and notices of every other kind, including those of any action or nonaction on the part of the Customer or Oregon Flowers, Inc. and hereby consents to any and all extensions of time, or renewals, granted by Oregon Flowers, Inc. to Customer. This guaranty covers all costs and expenses, including attorneys' fees, which Oregon Flowers, Inc. may pay, or become liable for in the collection of any such indebtedness of the Customer, whether suit or action is brought or not and in the event any suit or action is brought by Oregon Flowers, Inc. against the undersigned Guarantor on account of, or in connection with, this Agreement of Guaranty, Oregon Flowers, Inc. shall be entitled to recover in any such sit or action such sum as the court may adjudge reasonable as attorneys' fees. Guarantor consents that any action or suit on this guaranty by Oregon Flowers, Inc. can be brought and maintained in the Multnomah County, Oregon courts.

In the event this Guaranty is signed by more than one person, the obligation of all and each of the parties signing is intended to be and is joint and several.

DATED this _____ day of _____, 20____.
