



CONFIDENTIAL CREDIT APPLICATION

The signing of this application authorizes Hummert International, (hereinafter referred to as seller), to perform the necessary credit investigation on the above company or individual(s), (hereafter referred to as buyer). Buyer authorizes the previously named references to release information necessary for seller to make an informed credit decision. Seller is authorized to make all inquiries deemed necessary to determine buyer's creditworthiness. Seller is authorized to answer questions about their credit experience with buyer, and share this information with other institutions to secure financing. Buyer authorizes seller to investigate buyer's credit standing, financial circumstances and responsibility and authorizes and instructs all persons having information concerning buyer's credit standing, financial circumstances and responsibility to release such information to seller, its agents, attorneys, or employees.

It is agreed buyer will pay all invoices within stated terms and agrees to all terms contained in invoices supplied by seller as may be amended from time to time. In the event payment is not timely made, the buyer also agrees to pay a time-price differential charge (service charge) of the lesser of 1.5% per month (18% per annum) or the maximum lawful rate on all overdue amounts, and to pay all collection costs incurred by seller in enforcement of the terms and conditions of this agreement, including court costs, actual reasonable attorney's fees and collection agency fees, within the standards of the industry, but not less than 25% of the unpaid amount of principal and accumulated service charge, all without relief from valuation and appraisal laws.

This contract shall be governed by and construed in accordance with the laws of the state of Missouri. Missouri courts, specifically either the Circuit Court or Associate Circuit of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, shall be the sole and exclusive forum for disputes arising out of this Agreement, except that seller shall have the right to waive this clause and bring suit in any other court of competent jurisdiction.

The following constitute buyer defaults: Non-payment in timely fashion of buyer's indebtedness to seller, bankruptcy, insolvency, or assignment for the benefit of creditors; misrepresentation in respect of any provision of this or any Agreement between seller and buyer. In the event of default seller may declare all unpaid balances due.

Buyer further agrees that any line of credit desired or approved is not a limitation of liability, and the undersigned expressly agrees that it will be responsible for valid charges in excess of a line of credit either desired or approved. All the information supplied by buyer is correct to the best of the knowledge of the undersigned, and the buyer understands that all goods or services purchased from seller are subject to all terms and conditions contained in this credit application and agreement and all other terms and conditions contained on any of seller's wholesale catalog, invoices, web site or picking/packing lists.

All merchandise purchased from Hummert International will be shipped F.O.B. our warehouse or shipping point. Freight charges are collected, and goods become the property of the buyer upon acceptance of the goods by the buyer's agent (by the carrier) in good condition.

Payment of merchandise is net and is due within 30 days of date of shipping or will call unless otherwise indicated. A FINANCE CHARGE of the lesser of (i) 1.5% per month (a 18% ANNUAL PERCENTAGE RATE), or (ii) the maximum rate permitted by applicable law, will be added to all past due accounts. A minimum charge of \$2.00 per month will be added to past due balances under \$100.00.

All prices are subject to change without notice. All orders will be invoiced at the price prevailing at time the merchandise is shipped.

There will be a \$25.00 charge for all checks returned for whatever reason (each instance). Buyer hereby authorizes Hummert International to re-clear dishonored checks electronically or by facsimile, in Hummert International's sole discretion.

BY SIGNING BELOW I AGREE AND ACKNOWLEDGE THAT I HAVE READ AND ACCEPT THE TERMS OF SALE AS DEFINED IN THIS DOCUMENT, AND THE CONDITIONS OF SALE IN THE CURRENT HORTICULTURAL SUPPLY CATALOG, HUMMERT INTERNATIONAL WEB SITE, INVOICE OR PICK PACK ALL OF WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE.

Buyer affirms that all the information provided is true and correct. This information is furnished to Hummert International for the purpose of establishing or maintaining a commercial line of credit for the captioned business and will be relied upon by Hummert International in the extension of credit to Buyer.

Buyer and the individual executing this document on behalf of Buyer certify that such person is authorized to sign this document on Buyer's behalf and authorizes our references and bank to release any information necessary to assist in establishing a line of credit.

Business Name: _____

Authorized by: _____ **Date:** _____

Typed or printed name: _____ **Title:** _____

AMOUNT OF CREDIT REQUESTED – (Subject to Revision*)

\$

(A copy of this form will be considered a bona fide authorization.)