



**CAPITOL
WHOLESALE
NURSERY, INC.**

**STANDARD OPEN BOOK ACCOUNT AGREEMENT AND
APPLICATION FOR CREDIT**

To Capitol Wholesale Nursery, Inc. Sellers:
In consideration of your extending credit on open book account to:

(hereafter "Purchaser"), the undersigned, and each of them, jointly and severally, agree to pay Capitol Wholesale Nursery, Inc. (hereafter "CWN") the whole open book account according to the following terms:

NET 30 Days from Invoice Date Terms:

In the event this account becomes past due beyond normal terms, Purchaser agrees to pay CWN liquidated charges of one and one-half percent (1.5%) per month (18% annual rate), and in the event court suit is necessary, Purchaser agrees to pay CWN reasonable attorney fees, and that the jurisdiction for any legal action is to the County of Santa Clara, State of California.

Client Information:

Name of Business _____

Telephone _____ Fax _____ Email _____

Mailing Address _____

Owners / Officers:

Business Type: ___ Corporation ___ LLC ___ Partnership ___ Sole Proprietorship

Business Federal Tax I.D.# _____

2938 Everdale Drive San Jose, CA 95148 Phone (408) 239-0589 Fax (408) 239-0357
Email cwnsales@sbcglobal.net Website www.CapitolWholesaleNursery.com

**Capitol Wholesale Nursery, Inc.
Standard Open Book Account Agreement And Credit Application Form**

If Corporation, Agent of Service _____

Owner's Name: _____

Owner's Address: _____

Owner's C.D.L. : _____ Owner's S.S.N. : _____

Co-Owner's Name: _____

Co-Owner's Address: _____

Co-Owner's C.D.L. : _____ Co-Owner's S.S.N. : _____

Bank Reference:

Bank/Branch Name: _____

Bank Address: _____

Bank Phone: _____

Bank Account Number (s): _____

Trade References:

List four businesses from which you are purchasing on open account:

Name _____ Phone _____

Address _____ Fax _____

Name _____ Phone _____

Address _____ Fax _____

Name _____ Phone _____

Address _____ Fax _____

Capitol Wholesale Nursery, Inc.
Standard Open Book Account Agreement And Credit Application Form

Name _____ Phone _____

Address _____ Fax _____

License Information:

Contractor's License Number: _____

Resale Number: _____

Amount of Credit Desired \$: _____

TERMS AND CONDITIONS

Terms:

Prices quoted are for the wholesale trade only. They are based upon present market conditions and are **subject to change without notice**.

Purchaser acknowledges, guarantees, and warrants to CWN that the person signing this contract, and future invoices evidencing materials purchased pursuant to this contract, any financing statement, bill of lading, delivery ticket, or receipt, is a person authorized to sign the same. In the event the Purchaser wishes to specify or limit persons in authority to order and purchase on his/her behalf, it shall be the Purchaser's responsibility to submit and update such a list.

Claims:

All claims must be made in writing within 48 hours upon receipt of goods.

Non-Warranty:

We exercise great care to assure that plants are true to name. CWN assumes no liability for failure to deliver caused by any circumstances beyond our control. Liability in all instances is limited to the purchase price of the goods.

Restocking Charge:

All items returned may be subject to a 15% restocking charge unless damaged in shipment, unsuitable for sale, or sent in error.

California Preliminary Notice Information:

We ask that all necessary information be given at the time the order is placed.

Delivery:

In an effort to provide the best possible service to you, our customers, we here at CWN offer a custom delivery system designed to fit your schedule. To ensure everything goes smoothly with your deliveries, we've come up with a list of guidelines we ask you to keep in mind when scheduling a delivery from us:

- Our delivery truck **MUST** be able to reach the chosen off-loading zone. This means there must be a minimum of 14-ft. of vertical clearance and the drive can be no less than 13-ft. wide. There must also be a minimum of 5-ft. of clear space behind the truck for unloading. Whether or not the truck will fit in a particular space is left solely to the driver's discretion. If the truck will not fit in a given space, the plants will be off-loaded as close as possible and it will be up to the on-site crew to transport the materials where they are needed.
- We do require a crew to be on-site at the time of delivery. They will be responsible for the off-loading of the materials. If this is not possible, we can send an additional handler with our driver for an additional cost but this must be arranged prior to the delivery. Remember these are perishable goods and cannot be left without care. CWN will not be held accountable for the condition of untended materials.
- Larger items, such as 36-inch box trees, will require either a crew of at least three (3) able-bodied persons or, preferably, heavy equipment (forklift, bobcat, etc.) capable of moving up to 1,300 lbs. on-site.
- If there is a need for a hand-truck, one can be sent with the delivery truck but it must be requested prior to shipping as we do not keep one on-board at all times. Our hand-truck can handle trees up to 24-inch box size only. Anything larger will require on-site machinery as described above or another means of transportation.

ACKNOWLEDGEMENT AND SIGNATURES

Purchaser understands that all information provided will be handled in confidence. Purchaser certifies that the credit application information has been supplied truthfully, accurately, and voluntarily, and therefore authorizes the named creditor to investigate Purchaser's credit-worthiness, credit history, and Purchaser's financial responsibility through any credit bureau or by any other reasonable means, including direct contact with past and present creditors.

Purchaser also authorizes banks and other financial institutions to give information to the named creditor in connection with this transaction about Purchaser's savings and checking accounts and loans. If credit is extended as a result of the application, Purchaser agrees to make payment promptly in accordance with the creditor's usual terms.

By: _____ Name: _____
(Signature of Purchaser Owner, Partner, Officer)

Title: _____ Date: _____

By: _____ Name: _____
(Signature of Purchaser Co-Owner, Partner, Officer)

Title: _____ Date: _____