



CREDIT APPLICATION AND AGREEMENT

COMPANY NAME _____

DOING BUSINESS As (DBA) _____

MAILING ADDRESS _____

CITY STATE ZIP

STREET ADDRESS _____

CITY STATE ZIP

PHONE NUMBER () _____ FAX () _____

SALES TAX EXEMPTION CERTIFICATE YES (If Yes, Please Include Signed Certificate Or Copy) NO

PO REQUIRED: YES NO TYPE OF ENTITY: CORP. PARTNERSHIP PROPRIETORSHIP INDIVIDUAL LLC YRS. EST. _____

ASSOCIATED COMPANY / FORMER BUSINESS _____ CREDIT LINE REQUESTED IN DOLLARS \$ _____

OFFICERS / PARTNERS / OWNERS:

NAME _____ TITLE _____ CELL PHONE () _____

ADDRESS _____ SOC. SEC # _____ - _____ - _____

CITY STATE ZIP

NAME _____ TITLE _____ CELL PHONE () _____

ADDRESS _____ SOC SEC # _____ - _____ - _____

CITY STATE ZIP

CONTROLLER - A/P CONTACT _____ EMAIL ADDRESS _____

BUSINESS OR TRADE REFERENCES:

1. _____ PHONE () _____ FAX () _____

2. _____ PHONE () _____ FAX () _____

3. _____ PHONE () _____ FAX () _____

BANK NAME _____ ACCOUNT NO. _____

OFFICER NAME _____ PHONE () _____ FAX () _____

The Customer identified above hereby applies for open account credit from Heritage Landscape Supply Group, Inc. or any of its subsidiaries (herein separately and collectively referred to as "Seller"). The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Seller to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship. Terms of sale are noted on the invoice. COD restrictions may be placed on any past due account. A service charge of one-and-one-half percent (1-1/2%) per month or eighteen percent (18%) per annum may be assessed on delinquent invoices but not to exceed, at any time, the highest rate of interest legally allowed. All amounts due for purchases are payable to Seller at 5900 South Lake Forest Drive, Suite 400, McKinney, TX 75070. Applicant agrees that all issues and disputes relating to any credit arrangement extended hereunder shall be governed in accordance with a competent jurisdiction chosen at the discretion of Seller and that applicant expressly waives its venue rights without reference to conflicts of laws or legal principles. Applicant further agrees that the amount of credit desired and approved is not a limitation of liability, and the undersigned expressly agrees that it will be responsible for valid charges in excess of the line of credit either desired or approved. The extension of credit hereunder, the amount of credit and the cancellation or reduction of credit shall be within the sole discretion of Seller. In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorneys' fees, and/or costs of collection whether or not suit is filed. I/We understand that we must notify Seller in writing by certified mail of any change in ownership the name of the business or structure of the business under which credit was established. The Customer hereby represents that all goods purchased from the seller are for business or commercial purposes and are not intended for personal, family, or household uses. The person executing this agreement has the authority to bind the customer and is authorized by the customer to enter into the credit application terms and conditions. Terms and Conditions are incorporated herein.

COMPANY NAME _____

SIGNATURE _____ TITLE _____

SIGNATURE _____ TITLE _____



CONSENT TO OBTAIN CONSUMER CREDIT REPORT

The undersigned individual who is principal proprietor or partner of the entity applying for business credit, and therefore desirous of a business relationship with Heritage Landscape Supply Group, Inc. or any of its subsidiaries (herein separately and collectively referred to as "Seller"); recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to the use of the consumer credit report of the undersigned by Seller as may be necessary in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship.

_____	_____	_____
Individual Signature	Printed Name	Date
_____	_____	_____
Individual Signature	Printed Name	Date

AUTHORIZATION TO RELEASE BANK INFORMATION

I hereby authorize the bank named herein to release information requested for the purpose of obtaining and/or reviewing my company's credit from time-to-time.

_____	_____	_____
Company	Signature / Title	Date

PERSONAL GUARANTEE

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by Heritage Landscape Supply Group, Inc. or any of its subsidiaries (herein separately and collectively referred to as "Seller") to (Print Company Name) _____ (Debtor), the undersigned Guarantor(s), personally and individually (and jointly and severally if more than one Guarantor) unconditionally guarantee(s) to Seller the full and prompt payment of all obligations which Debtor presently or hereafter may have to Seller. Guarantor(s) agree to indemnify Seller against any losses Seller may sustain and expenses it may incur as a result of any failure of Debtor to perform its obligations hereunder, including reasonable attorneys' fees and all costs and other expenses incurred in collecting or compromising any indebtedness of Debtor hereunder, or in enforcing this Guarantee against Guarantor(s). Guarantor(s) hereby waive(s) diligence, demand, protest or notice of any kind. The undersigned Guarantor(s) agrees that the guarantees and covenants of this signed Personal Guarantee are incorporated into any updated subsequent Credit Application and Agreements signed by the Guarantor(s). This shall be a continuing guarantee and shall remain in full force until Guarantor(s) deliver(s) to Heritage Landscape Supply Group, Inc. at 5900 S. Lake Forest Drive, Suite 400, McKinney, TX 75070, written notice revoking the guarantee as to indebtedness incurred subsequent to delivery and receipt of such notice. Such notice shall not affect any of Guarantor(s) obligations hereunder with respect to indebtedness previously incurred. The undersigned, as personal Guarantor(s), (each) recognize that his or her individual credit history may be a necessary factor in the evaluation of this Guarantee, and hereby consent to the use of a consumer credit report on the undersigned by Seller from time to time as determined to be necessary in its sole discretion in the credit application process.

_____	_____	_____
Signature of Guarantor	Guarantor's Printed Name	Date
_____	_____	_____
Signature of Guarantor	Guarantor's Printed Name	Date
_____	_____	_____
Signature of Witness	Witness' Printed Name	Date

PLEASE PROVIDE A PHOTOCOPY OF STATE ISSUED DRIVERS LICENSE AND/OR PICTURE ID

Alternative Dispute Resolution Provisions: At the option of the Seller, any dispute, claim or controversy which arises out of the sale of goods by the Seller to the Customer, including any action against the guarantor identified above, or any issue recognized arbitration association or body. Judgment by any court of competent jurisdiction may be entered upon the arbitration award. In addition, the Customer hereby agrees to submit any such dispute, claim or controversy to any other alternative dispute resolution procedure, (such as mediation), selected by any Seller for the resolution of disputes.

The Federal Equal Opportunity Act (ECOA) prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 600 Pennsylvania Avenue, NW, Washington, DC 20580.

Branch Manager (Print Name) _____	*
Branch Code/Number _____	

Territory Manager (Print Name) _____
Group ID _____

STANDARD TERMS AND CONDITIONS OF SALE

Initials _____

1. All sales are expressly conditional on Buyer's agreement to the standard terms and conditions on this form. Any order or statement of intent to purchase any merchandise and/or services from Heritage Landscape Supply Group, Inc. or any of its subsidiaries (herein separately and collectively referred to as "Seller"); or any direction to proceed with engineering, procurement, manufacturer or shipment of any of said merchandise and/or services; or acceptance of all or part of such merchandise and/or services; or payment of all or part of such of such merchandise and/or services; shall constitute assent to said terms and conditions. If a subsidiary, business unit or assumed name of Seller is identified on the face of the Credit Application and/or Picking Ticket, then Seller means that subsidiary, or business unit. Any different or additional terms and conditions proposed by buyer in a purchase order or otherwise, are objected to by Seller and will not be binding upon Seller unless specifically agreed to in writing by an authorized representative of Seller's management. We do not assume any responsibility or liability under contracts, agreements or covenants between the purchaser and others. These terms and conditions of sale represent the entire sales agreement of the parties as to purchases made by Buyer from Seller, except in situations where Seller has agreed to other or additional terms and conditions in writing by an authorized agent.
2. Each shipment or delivery shall be deemed to have been sold under a separate and independent contract. Any order for merchandise and/or services by Buyer shall constitute a representation that Buyer is solvent. If, in the judgment of Seller, the financial condition of the Buyer at the time of manufacture or shipment does not justify the terms of payment specified, or Buyer is in breach of any of the terms and conditions stated herein, Seller reserves the right to require from Buyer full or partial cash payment or other adequate assurance of performance before manufacture or shipment. In order to provide security for the payment of the full price of merchandise and/or services furnished hereunder, Buyer grants Seller a security interest in said merchandise and/or services. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest.
3. Seller assumes no responsibility for merchandise and/or services meeting any job specifications or requirements unless specifically so stated in its written quotation.
4. As to merchandise delivered by Seller's truck, title passes upon delivery at the place Buyer receives possession; and, thereafter, all risk of loss or damages shall be on Buyer. Deliveries by common carrier are f.o.b. shipping point. On direct shipments from manufacturers, title passes to Buyer at point and time of delivery to carrier; and, thereafter, all risk of loss or damage shall be on Buyer. Damage or shortage claims arising from direct shipments are to be made by Buyer against carrier. Seller assumes no responsibility beyond delivery to carrier in good order and is not responsible for loss, damage, or delay occurring thereafter. All items shown as freight allowed pertains to particular items and quantities. Any deviation after placement of order, such as changes in quantity or partial release, will be subject to the manufacturer's terms and conditions where applicable. Extra labor or mechanical facilities required to unload shall be provided by Buyer without cost to Seller.
5. Shipping or performance dates are not guaranteed, but if stated, are based upon best information then available and is subject to change without notice unless otherwise specifically stated in writing. Seller shall not be liable for failure to deliver or for delay in delivery or performance due to (a) a cause beyond its reasonable control, (b) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (c) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay.
6. Seller shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of merchandise and/or services that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the Buyer and the sole obligation of Seller. Except as to title THERE ARE NO WARRANTIES, WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the described merchandise, which extend beyond that described in this paragraph. NO IMPLIED STATUTORY WARRANTY OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.
7. Seller's liability on any claim or damage arising out of the supplying of any merchandise and/or services to Buyer, or their sale, resale, operation of use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such merchandise and/or services or part thereof involved in the claim. Seller shall not, under any circumstances be liable for any labor charges without the prior written consent of Seller. Seller shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages. If Seller furnishes Buyer with advice or other assistance which concerns any merchandise and/or services supplied hereunder, or any system or equipment in which any such merchandise and/or services may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject Seller to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
8. No merchandise and/or services will be accepted for return without the written permission of Seller. Normally stocked items in resalable condition will be accepted for credit subject to a minimum 20% restocking charge. Merchandise and/or services will not be accepted for return after 60 days from date of delivery. Specially ordered items or abnormal quantities of stock items will not be accepted for return until Seller has secured permission and terms of return from Seller's sources of supply and such terms have been accepted by the Buyer. All merchandise and/or services claimed to be defective shall be held subject to inspection by Seller and/or the manufacturer.
9. Should shipments be held or stored beyond delivery date for convenience of Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.
10. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Seller unless specifically agreed to in writing by an authorized representative of Seller's management.
11. Orders placed by Buyer may be cancelled by the Buyer only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller.
12. Authorized Purchasers: Unless you notify us in writing to the contrary prior to making a purchase, you hereby represent and warrant that any employee or agent action on your behalf shall be deemed to be authorized by you and Seller may rely upon such representation, unless the written notice referred to herein is provided by you prior to making such purchase.
13. Payment Application: Unless you direct otherwise in writing with each remittance, payments will be applied first to any finance charges or service charges, then against matching open invoices, as Seller may determine in its sole discretion. However, all payments received after the invoice due date will be applied only at Seller's discretion and may be applied to the oldest invoices first, regardless of lien status of the delinquent invoices in question.
14. If Buyer has provided a fax number above, Buyer hereby authorizes Seller to send and hereby consents to receive fax information from Seller that may include, but is not limited to, credit account billing information, flyers, market update information, sales promotions, price sheets, product specification, and other materials information.
15. If paid by credit card, no discount is available.



INVOICES AND STATEMENTS:

If you would like to receive invoices and statements by email or fax, please provide up to five email addresses or one fax number.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

ORDER CONFIRMATION:

If you would like to receive an order confirmation by email and/or fax, please provide up to five email addresses and/or a fax number.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

DELIVERY NOTIFICATION:

If you would like to receive a delivery notification by email and/or text message, please provide one email address and/or one cell number.

CELL () _____

EMAIL _____

MARKETING: (ALERTS; NOTIFICATIONS; BULLETINS; ETC.)

If you would like to receive notifications on decreases/increase in pricing, special buys, branch events, etc. please provide the information below.

NAME	_____	EMAIL	_____
TITLE	_____	CELL	() _____
NAME	_____	EMAIL	_____
TITLE	_____	CELL	() _____
NAME	_____	EMAIL	_____
TITLE	_____	CELL	() _____
NAME	_____	EMAIL	_____
TITLE	_____	CELL	() _____