



Mortellaro's Nursery

Credit Application and Purchase Agreement

16946 I. H. 35 North • Schertz, TX 78154-1226

Guadalupe County Phone 210-655-2192 • FAX 210-656-8339

Applicant, Legal Name _____ DBA: _____

Billing Address _____ Shipping Address: _____

(NO P.O. BOXES)

City State ZIP City State
ZIP

Business Phone (_____) _____ FAX (_____) _____ AP Contact Phone (_____) _____

Person in Charge of Accounts Payable _____ Do you require Purchase Order Number? _____

Maximum Credit Limit Requested \$ _____ Terms will be either 30 Day or Net 10th depending on the type of business or the purchasing habits of your business, if approved your notification letter will specify your Terms and Credit Limit.

Organization: Proprietorship Corporation Description of Business _____

Partnership or L.P. L.L.C. Name of General Partner _____

Year Established: _____ Present Ownership Since: _____ Business Location: Owned Mortgaged Rent/Lease

Department of Agriculture Nursery Certificate Number: _____ Federal I.D. Number _____

Sales Tax Resale Number or Social Security Number _____ (If not supplied, purchases will be taxed).

Owners, Partners, Corporate Officers, Guarantors

Name	Home Address	City, State ZIP	Home Phone
President			
Vice-President			
Secretary			

Credit & Trade References

Firm Name	Telephone Number	Address	City, State, Zip
	()		
	()		
	()		
	()		
	()		

Bank	Telephone Number	City, State	Account Number
	()		Checking :
	()		Savings:

Applicant applies for credit and agrees that future purchases shall be pursuant to the terms hereof, letter of approval, the sales documents and the policies of the seller. Any amount not received when due shall bear interest at the rate of 1.5% per month or such maximum lesser rate as may be permitted by law. Should it become necessary to file suit to enforce payment. Applicant and guarantor(s) agree that such suit may be brought in Seguin, Guadalupe County, Texas at seller's option and seller shall be entitled to attorney's fees. This contract and all subsequent purchases are deemed made and payable at seller's principal place of business shown above. The undersigned authorizes the release of credit information as requested by seller. WE HEREBY CERTIFY THE FOREGOING TO BE TRUE AND AGREE TO THE TERMS ABOVE AND ON THE REVERSE SIDE.

Signature of Applicant _____ Print Name _____ Title _____ Date _____

Personal Guarantee For valuable consideration given or to be given, the undersigned hereby personally guarantees to pay all indebtedness or liability incurred in the name of the applicant firm without qualification or limitation. This is a continuing personal guarantee and shall continue as long as credit is extended. The guarantee may only be terminated by written notice to seller's Credit Department sent by certified mail or with signed acknowledgment or receipt. The undersigned waives notice of default, diligence resort to security, joinder of applicant, obligation to proceed first against applicant any claims, rights of remedies against applicant based on the guarantee, or notice of change in credit terms or credit limits. The undersigned authorizes the release of credit information as requested by seller.

Signature of Individual Guarantor _____ Print Name _____ Title _____ Date _____

Signature of Individual Guarantor _____ Print Name _____ Title _____ Date _____

Mortellaro's Nursery Inc.

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TERMS: Purchases from Mortellaro's Nursery, Inc. are due 30 days from the date of the invoice or Net due on the 10th depending on the Terms stated in the Approval Letter you will receive along with your Credit Limit. Statement will be mailed after the first of the month and it is the Purchaser's obligation to see that invoices are paid within the terms period. ***If Purchaser fails to follow this policy Mortellaro's Nursery, Inc. will demand Payment on Delivery of future orders and any earned volume discounts will be forfeited.*** Past due amounts are subject to a Finance Charge of 1.5% per month or such maximum lesser rate as may be permitted by law. Invoices are considered overdue 15 days after the due date. Purchaser agrees that it is bound in an individual capacity, in all respects, by the provisions of this Purchase Agreement notwithstanding the capacity in which Purchaser shall sign below.

DELINQUENT PAYMENTS: This agreement shall in all respects be governed by, and construed in accordance with the laws of the State of Texas. Any judicial proceedings brought against Purchaser with respect to this agreement may be brought in court of competent jurisdiction in Seguin, Guadalupe County, Texas. By execution of this Agreement, Purchaser unconditionally accepts the jurisdiction of the courts of the State of Texas. If Purchaser is not a resident of the State of Texas, service of process upon lessee by mail shall constitute sufficient notice of any such proceeding.

Statement above and below are understood to be an accurate statement of the terms and conditions of the agreement between Mortellaro's Nursery, Inc. and Purchaser. Failure to advise Mortellaro's Nursery, Inc. immediately of any discrepancies, objection to or disagreements with such terms and conditions shall be construed as an acceptance of this agreement as written.

CLAIMS AND SHORTAGES: All claims for any cause must be made immediately upon receipt of goods. We will not entertain claims which are filed after goods have been accepted. Purchaser acknowledges that any Person who signs the delivery document has authorization.

Special Agreements entered into with sales representative or other Company employees are not valid, unless specified by written contract prior to delivery of merchandise or performance of services.

Shipment of orders is subject to cancellation caused by governmental regulations, laws and orders. Also droughts, inclement weather; labor disputes, floods, fire, frost, embargoes or any other cause reasonably beyond the control of Mortellaro's Nursery, Inc.

All orders are accepted subject to availability of stock on hand at the time of delivery. The prices applicable for each order shall be the prices set forth in the current price catalog of Mortellaro's Nursery, Inc. at the time of shipment.

LIMITED WARRANTY: Mortellaro's Nursery, Inc. prides itself in exercising the greatest care in keeping our varieties true to name and warrants that the nursery stock sold is true to name as described within recognized tolerances. There are no warranties that extend beyond the face hereof, expressed or implied. Including the warranties of merchantability and fitness for particular use, and Mortellaro's Nursery, Inc. expressly is not liable for any consequential damages.

Customer's sole remedy for breach of any warrants contained herein is limited to a refund of the purchase price. Notwithstanding the foregoing, Mortellaro's Nursery, Inc. makes no warrants for loss of plants shipped.

I have read, understand and accept the above terms. I further authorize the credit references as listed on this application to supply pertinent information as may be required to determine our credit capabilities.

Corporation or Company Name

Signature & Title of Responsible Officer/Owner Driver License # Date of Birth Date

Signature & Title of Responsible Officer/Owner Driver License # Date of Birth Date

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