



Eaton Farms

CONFIDENTIAL CREDIT APPLICATION

P.O. BOX 775 • 455 WHITE OAK LANE
LEESPORT • PA • 19533

(P) 1-800-960-9974 (F) 1-800-813-6244

EMAIL: AR@EATONFARMS.COM



**CREDIT APPLICATION AND AGREEMENT
THIS APPLICATION MUST BE COMPLETED IN ITS ENTIRETY
PART I—GENERAL INFORMATION**

| | | |
|---|---------------------------|------------------------------------|
| FULL BUSINESS NAME | | EIN# |
| ADDRESS - STREET, TOWN OR CITY, STATE, ZIP CODE | | |
| BILLING ADDRESS (if different from above) | | |
| TELEPHONE NUMBER | | FAX NUMBER |
| E-MAIL ADDRESS | | WEB PAGE |
| YEARS IN BUSINESS | AT PRESENT LOCATION SINCE | LOCATION: OWNED _____ LEASED _____ |
| NATURE OF BUSINESS | ANNUAL SALES | AMOUNT OF CREDIT REQUESTED |
| A/P CONTACT | | |
| E-MAIL ADDRESS | TELEPHONE NUMBER | CELL PHONE NUMBER |

PART II - OWNERSHIP

| | | | | | | | | | | | |
|--|--|--|--------------------------------------|-------|--|--|--|--------|--|--|--|
| CORPORATION <input type="checkbox"/> | | | PARTNERSHIP <input type="checkbox"/> | | | LIMITED LIABILITY COMPANY <input type="checkbox"/> | | | SOLE PROPRIETORSHIP <input type="checkbox"/> | | |
| (List all partners, or members if LLC) - if more than 4, give requested information on another sheet of blank paper) | | | | | | | | | | | |
| NAME | | | | TITLE | | | | S.S. # | | | |
| E-MAIL ADDRESS | | | | | | TELEPHONE NUMBER | | | CELL PHONE NUMBER | | |
| NAME | | | | TITLE | | | | S.S. # | | | |
| E-MAIL ADDRESS | | | | | | TELEPHONE NUMBER | | | CELL PHONE NUMBER | | |
| NAME | | | | TITLE | | | | S.S. # | | | |
| E-MAIL ADDRESS | | | | | | TELEPHONE NUMBER | | | CELL PHONE NUMBER | | |
| NAME | | | | TITLE | | | | S.S. # | | | |
| E-MAIL ADDRESS | | | | | | TELEPHONE NUMBER | | | CELL PHONE NUMBER | | |
| HAS ANY PARTNER OR MEMBER EVER BEEN ADJUDGED BANKRUPT OR HAD ANY JUDGEMENTS, GARNISHMENTS OR OTHER LEGAL PROCEEDINGS AGAINST THEM? YES <input type="checkbox"/> NO <input type="checkbox"/> IF "YES", STATE FULL DETAILS IN SPACE MARKED "DETAILS". | | | | | | | | | | | |

PART III - CREDIT INFORMATION REQUEST AND REFERENCES

| | | |
|-------------------------|----------------|----------------------|
| BANK REFERENCES: | | |
| PRIMARY BANK | ACCOUNT NUMBER | BANK OFFICER/CONTACT |
| | | |
| ADDITIONAL BANK | ACCOUNT NUMBER | BANK OFFICER/CONTACT |
| | | |

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PART III - CREDIT INFORMATION REQUEST AND REFERENCES (CONTINUED)

| | | | |
|------------------------------------|------------------|----------------|----------------|
| INDUSTRY CREDIT REFERENCES: | | | |
| NAME | | ACCOUNT NUMBER | CONTACT |
| ACCOUNT # | TELEPHONE NUMBER | FAX NUMBER | E-MAIL ADDRESS |
| NAME | | ACCOUNT NUMBER | CONTACT |
| ACCOUNT # | TELEPHONE NUMBER | FAX NUMBER | E-MAIL ADDRESS |
| NAME | | ACCOUNT NUMBER | CONTACT |
| ACCOUNT # | TELEPHONE NUMBER | FAX NUMBER | E-MAIL ADDRESS |
| NAME | | ACCOUNT NUMBER | CONTACT |
| ACCOUNT # | TELEPHONE NUMBER | FAX NUMBER | E-MAIL ADDRESS |

**PART IV
AUTHORIZATIONS AND AGREEMENTS**

APPLICANT CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND AGREES TO PAY THIS ACCOUNT IN ACCORDANCE WITH THIS CREDIT APPLICATION AND THE ATTACHED TERMS AND CONDITIONS OF SALE.

APPLICANT AGREES TO PAY FOR ALL CHARGES INCURRED BY THOSE AUTHORIZED TO CHARGE ON THIS ACCOUNT AND AGREES THAT ANY ADDITIONS OR DELETIONS WILL ONLY BE MADE WITH PRIOR APPROVAL.

THE UNDERSIGNED WARRANTS THAT THE ABOVE AGREEMENT HAS BEEN CAREFULLY READ AND UNDERSTOOD.

APPLICANT AUTHORIZES EATON FARMS TO VERIFY THE FOREGOING INFORMATION AND/OR OBTAIN ADDITIONAL INFORMATION BY SECURING DATA FROM A CREDIT REPORTING AGENCY.

SIGNATURE

TITLE

DATE

SIGNATURE

TITLE

DATE

Note:
 Corporations - authorized corporate officers must sign.
 Partnerships - all partners must sign.
 Limited Liability Company - managing member must sign.
 Proprietorship - principal must sign.

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TERMS AND CONDITIONS OF SALE

PRICES

Prices are in effect from July 1st through June 30th of each year. Prices are F.O.B. Leesport, Pennsylvania, and subject to change without notice.

TERMS

- 1) All customers must have an *approved* credit account in place before any order can be fully processed. Eaton Farms conducts business solely on a credit basis and does not accept C.O.D. or Prepay customers. Those customers who fail to qualify for credit terms are encouraged to re-apply in the future once all requirements to secure a credit account have been fulfilled.
- 2) Discounts and Credit Grade: All customers are assigned a credit grade that is determined by their "Days Sale Outstanding" (DSO), plus a credit risk assessment. This grade is given out as an 'A', 'B', or 'C'. Customers who receive an A credit grade will be awarded the full discount earned. Customers who receive a B credit grade will be awarded 50% of the discount earned. Customers who receive a C credit grade will not be able to take advantage of any earned discount.
- 3) All purchases in Pennsylvania are subject to sales tax unless a completed and signed *Sales Tax Exemption Certificate* is presented to Eaton Farms.
- 4) Customers located outside Pennsylvania are required to provide Eaton Farms with a completed and signed Sales Tax Exemption Certificate, thereby agreeing to take responsibility of their home state's sales tax collection and compliance laws. A Sales Tax Exemption Certificate is required for all states except DE and NH.
- 5) Our terms are *Net 30 Days* unless otherwise noted on the invoice. Monthly statements are sent for the convenience of our customers; however, accounts are expected to be paid based on delivery date not statement date.
- 6) Any check not honored by payee's bank will be liable for a **\$100.00** service charge, due immediately, in addition to the original amount of the check. A failed credit card transaction will also be liable for a \$100.00 service charge, due immediately. In addition, the invoice(s) affected by this will be charged back any discounts offered on those invoices.
- 7) Earned discounts (see Earned Discount Program) may be taken only at time of payment and only when payment will be received at Eaton Farms LP by the due date. Invoices paid beyond the due date are not eligible for any earned discount and these discounts would be forfeited. Earned discount does not apply to any shipping, freight or handling charges. The discount amount will be listed on each invoice and should be deducted when paid within terms. **Should the terms of sale not be met, any discounts offered at time of sale are subject to charge back.**
- 8) 3-Year Guarantee credits claimed by a customer will be applied to their account twice a year, August and February. All credits are to be issued to current accounts. Open credits will be forfeited on any account with invoices not current on July 31st and January 31st. 3-Year credits expire 24 months from date of issue.
- 9) In the unlikely event where the relationship between Eaton Farms and a customer is interrupted or terminated due to the choice of either party, future returns and guarantee credits will be handled as follows:
 - a) Guarantee credits will be issued directly to the retail buyer from *Pennsylvania Pride* (via web site) or from another *Pennsylvania Pride* Brand Partner.
 - b) The customer may continue to honor the guarantee program and receive credit on account from Eaton Farms. The following must be provided to Eaton Farms with each request: original picture tag; dated sales receipt; and customer name.
 - c) Cash will not be refunded under any circumstances. Per the original agreement, only an account credit to be used against future purchases will be issued.
 - d) Credits will be limited to 2% of the most recent year's sales (invoiced volume with Eaton Farms).
- 10) Credit reference requests will only be accepted via email, please send to Laurel@EatonFarms.com.

CLAIMS

Claims should be made promptly on delivery. We stand behind our plants where normal loss is concerned. When losses occur with no similar losses among our customers, claims will be handled on an individual basis. Please inspect all material before signing for delivery. Your signature for a delivery indicates your acceptance of that delivery and that you agree that the materials are satisfactory.

SHIPPING INSTRUCTIONS

Please specify method of shipment with all orders. Customers are responsible for unloading trucks. Eaton Farms drivers are professionals and safety is our primary concern. Therefore, drivers cannot assist in unloading. Special needs can be accommodated; in which case you should consult with your sales representative.

LIABILITY

Eaton Farms prides itself in exercising the greatest of care in keeping varieties true to name. However, we give no warranty, express or implied, as to the description, productiveness, or any other matter of our nursery stock. Eaton Farms disclaims any and all implied warranties of merchantability and fitness of a particular purpose. It is mutually agreed that our liability for any errors or other claims is confined to and shall not exceed the original purchase price (catalog price less customer discount)

BUSINESS NAME

INITIALS

DATE

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