



# Eaton Farms

CONFIDENTIAL CREDIT APPLICATION



**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<br>( )                         |                           | FAX NUMBER<br>( )                  |                   |
| E-MAIL ADDRESS                                  |                           | WEB PAGE                           |                   |
| YEARS IN BUSINESS                               | AT PRESENT LOCATION SINCE | LOCATION: OWNED _____ LEASED _____ |                   |
| NATURE OF BUSINESS                              | ANNUAL SALES<br>\$        | AMOUNT OF CREDIT REQUESTED<br>\$   |                   |
| 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"/><br>(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<br>( ) | CELL PHONE NUMBER<br>( ) |
| NAME  |  | TITLE                   | S.S. #                   |
| E-MAIL ADDRESS  |  | TELEPHONE NUMBER<br>( ) | CELL PHONE NUMBER<br>( ) |
| NAME  |  | TITLE                   | S.S. #                   |
| E-MAIL ADDRESS  |  | TELEPHONE NUMBER<br>( ) | CELL PHONE NUMBER<br>( ) |
| NAME  |  | TITLE                   | S.S. #                   |
| E-MAIL ADDRESS  |  | TELEPHONE NUMBER<br>( ) | CELL PHONE NUMBER<br>( ) |
| 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**

|   |                |                         |
|---|----------------|-------------------------|
| <b>BANK REFERENCES:</b>   |                |                         |
| PRIMARY BANK  | ACCOUNT NUMBER | BANK OFFICER/CONTACT    |
|   |                | TELEPHONE NUMBER<br>( ) |
| ADDITIONAL BANK   | ACCOUNT NUMBER | BANK OFFICER/CONTACT    |
|   |                | TELEPHONE NUMBER<br>( ) |
| <b>TRADE REFERENCES: PLEASE PROVIDE A LIST OF CREDIT REFERENCES ON A SEPERATE SHEET (VIA EMAIL). PLEASE SUPPLY EMAIL ADDRESSES FOR EACH CREDIT REFERENCE.</b> |                |                         |

## PART IV - PRINCIPAL'S PERSONAL INFORMATION

|   |                                  |                                    |                                  |
|---|----------------------------------|------------------------------------|----------------------------------|
| NAME  |                                  | DATE OF BIRTH                      | S.S. #                           |
| PRESENT ADDRESS   |                                  | HOW LONG:                          | NO. OF DEPENDENTS:               |
| PREVIOUS ADDRESS (if less than 3 years at present address)  |                                  |                                    | HOW LONG:                        |
| NAME & ADDRESS OF PREVIOUS EMPLOYER   |                                  |                                    | HOW LONG:                        |
| POSITION  | BUSINESS TELEPHONE NUMBER<br>( ) | INCOME - WEEK / MONTH / YEAR<br>\$ |                                  |
| E-MAIL ADDRESS  | HOME TELEPHONE NUMBER<br>( )     | CELL PHONE NUMBER<br>( )           |                                  |
| NAME OF BANK  | ACCOUNT NUMBER                   | <input type="checkbox"/> CHECKING  | <input type="checkbox"/> SAVINGS |
| BANK ADDRESS  |                                  |                                    |                                  |
| BANK OFFICER/CONTACT  |                                  | TELEPHONE NUMBER<br>( )            |                                  |
| NAME OF BANK  | ACCOUNT NUMBER                   | <input type="checkbox"/> CHECKING  | <input type="checkbox"/> SAVINGS |
| BANK ADDRESS  |                                  |                                    |                                  |
| BANK OFFICER/CONTACT  |                                  | TELEPHONE NUMBER<br>( )            |                                  |
| HAS YOU EVER BEEN ADJUDGED BANKRUPT OR HAD ANY JUDGEMENTS, GARNISHMENTS OR OTHER LEGAL PROCEEDINGS AGAINST YOU? <input type="checkbox"/> YES <input type="checkbox"/> NO IF, "YES", STATE FULL DETAILS IN SPACE MARKED "DETAILS". |                                  |                                    |                                  |

## PART V 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.

AS SET FORTH IN THE ATTACHED TERMS AND CONDITIONS OF SALE, APPLICANT ACKNOWLEDGES THAT A MONTHLY SERVICE CHARGE OF 2% PER MONTH (24% ANNUALLY) SHALL BE INCURRED ON ALL SUMS DUE TO EATON FARMS WHICH HAVE NOT BEEN PAID WITHIN AGREED UPON TERMS. APPLICANT AGREES TO PROMPTLY PAY ALL SERVICE CHARGES AS A PENALTY FOR LATE PAYMENT AND NOT AS AN OFFER FOR FINANCING. ADDITIONAL SERVICE CHARGES, COMPUTED ON THE SAME BASIS, WILL BE DUE AND PAYABLE EVERY THIRTY (30) DAYS THEREAFTER. APPLICANT SPECIFICALLY UNDERSTANDS THAT FAILURE TO PAY IN ACCORDANCE WITH THIS AGREEMENT SHALL RESULT IN A CONFESSION OF JUDGEMENT AGAINST THE APPLICANT AS SET FORTH IN PART IV OF THIS APPLICATION AND AGREEMENT.

SHOULD IT BECOME NECESSARY TO PLACE THE ACCOUNT WITH A COLLECTION AGENCY OR ATTORNEY, THE APPLICANT AGREES TO PAY ALL COLLECTION COSTS AND ATTORNEY FEES IN ADDITION TO ALL OTHER SUMS DUE.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

## 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.
- 2) 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.
- 3) Pennsylvania Pride distributorship opportunities may be limited in your area due to previously approved, exclusivity arrangements.
- 4) All purchases in Pennsylvania are subject to sales tax unless a completed and signed Sales Tax Exemption Certificate is presented to Eaton Farms.
- 5) 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.
- 6) 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.
- 7) Eaton Farms accepts MasterCard and Visa credit cards.
- 8) All invoices over 30 days old, or beyond agreed upon terms, will be considered overdue and will incur a 2% (24% annually) non-reversible finance charge. Thereafter, a 2% charge will be applied to any unpaid balance every 30 days until the invoice is paid in full. Finance charges incurred during the month will appear on the statement sent at the beginning of each month.
- 9) Overdue accounts will receive weekly collection calls from Eaton Farms' Credit Department; have the potential of losing their credit privileges; and have their discount suspended. Should collection attempts fail, the customer's account will be closed and Eaton Farms will pursue all avenues to collect the outstanding debt, including confessing judgement as set forth in the credit application.
- 10) 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.
- 11) Overdue invoices as of 8/1 and 2/1 annually, will forfeit 100% of any discounts applied and will be charged back that dollar amount. See discount program for additional details.
- 12) 3-Year Guarantee credits claimed by a customer will be applied to their account. All credits are to be used against future purchases and cannot be refunded in cash. Credits can only be issued to current accounts. See program details.
- 13) 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 Preferred Distributor.
  - 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.

### CLAIMS

Claims should be made promptly on delivery. Eaton Farms delivers all loads with our own trucks. If any material is less than satisfactory, the driver should be informed and material loaded back on the truck at time of 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 can not assist in unloading. Special needs can be accommodated; in which case you should consult with your sales representative. Our drivers are entrusted to accept all forms of payment.

### 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). Claims must be made within 30 days of shipment. In no event shall Eaton Farms be liable for any damages, including direct, indirect, incidental, special or consequential damages arising out of your purchase of our nursery stock. We accept all orders subject to prior sales of stock and crop conditions. Orders shall be void should injury befall our stock from hail, fire, frost, and error in count or other causes beyond our control. All orders are accepted without liability for non-performance if labor shortages or delay in transportation should prevent us from making delivery.**