



TERMS AND CONDITIONS

TERMS

Prepaid: All new customer orders must be prepaid until an account application has been received and processed. Accounts will be designated either “Prepaid”, “COD” or “Credit”. Allow 30 days for application processing.

COD: Accounts must make payment prior to delivery or pay when picking up products.

Credit: Accounts will be allowed to make credit purchases up to an established credit limit. Payment for all credit purchases is due in full thirty (30) days following the invoice date. After thirty (30) days, accounts are considered in arrears and an interest charge of 18% annum (1.5% per month) will accrue on the unpaid balance of the invoice. Rio Verde Plantas reserves the right to terminate credit at any time.

Special Credit: On case-by-case-basis, customers may receive credit beyond their normal credit limits. When the order is placed, project name and address, legal description, owner’s name and address, contractor’s name and address, sub-contractor’s name and address, bonding company name and address, landscape architect’s name and address must be provided.

Delinquent Account: Account unpaid 31 days after invoice due are overdue. When an invoice remains unpaid for 60 or more days the account is considered delinquent. Delinquent accounts may lose their trade discount and may not receive shipment of additional products until the account is returned to a current status.

Deposits: A deposit will normally be required to hold product for longer than 30 days.

Return check charge: Customer will be subject to a \$35 return check charge.

CONDITIONS

Loss Due to Natural Causes: All orders awaiting shipment shall be void if stock is injured due to wind, hail, fire, frost accident, or natural causes.

Claims: Claims for errors in type, species, or color will not be considered unless made in writing within 48 hours after receipt of goods. Claims for specification, grade, or damage will not be considered. Material must be inspected before unloaded at a job site, or loaded on your truck. At that time the material can be rejected, Rio Verde Plantas does not recognize claims in excess of price paid for products. Liability will not exceed the selling price of the material delivered.

Preliminary Lien Notice: For the benefit of both the landscape contractor and Rio Verde Plantas, we will request the following information be provided when material is delivered to a job site in credit: Project name and address, legal description, owner’s name and address, contractor’s name and address, sub-contractor’s name and address, bonding company name and address, landscape architect name and address.

Business Hours: Rio Verde Plantas is open Monday through Friday from 8:00am to 4:00pm.

Shipping and Receiving Hours: Shipping and Receiving functions are from 8:00am to 2:30pm.



CUSTOMER INFORMATION/CREDIT APP

Legal Business Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Ship To Address: _____

Ship To City: _____ Ship to State: _____ Ship to Zip: _____

Phone: (____) _____ - _____ Fax Number: (____) _____ - _____

Years Bus. Organized: _____ Nursery License State: _____ Nursery License #: _____

Website Address: _____

Type of business (check one):

- | | | | |
|--------------------------------------|---------------------------------|---|----------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> S-Corp | <input type="checkbox"/> Limited Liability | <input type="checkbox"/> Taxable |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> C-Corp | <input type="checkbox"/> Exempt (form must be attached) | |

Sales Tax:

Nature of Business (check all that apply):

- | | |
|--|--|
| <input type="checkbox"/> Container Grower | <input type="checkbox"/> Landscape Architect |
| <input type="checkbox"/> Field Grower | <input type="checkbox"/> Garden Center |
| <input type="checkbox"/> Landscape Contractor | <input type="checkbox"/> Non-Profit |
| <input type="checkbox"/> Irrigation Contractor | <input type="checkbox"/> Wholesale Member |
| <input type="checkbox"/> Arborist | <input type="checkbox"/> Landscape Maintenance |
| <input type="checkbox"/> LDC | <input type="checkbox"/> Golf Course |
| <input type="checkbox"/> Design/Build | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Municipality | |

OFFICE USE ONLY

Terms:	<input style="width: 100%;" type="text"/>
Credit Amt.	<input style="width: 100%;" type="text"/>
Sales Person:	<input style="width: 100%;" type="text"/>
Approved by:	<input style="width: 100%;" type="text"/>
Date:	<input style="width: 100%;" type="text"/>
Conf #	<input style="width: 100%;" type="text"/>

Credit Application *(skip this section unless you wish to apply for credit):*

By requesting credit with Rio Verde Plantas (RVP), you hereby authorize RVP to perform a credit check using TransUnion's credit reporting services. Additionally, you are required to complete and sign the attached "Personal Guarantee" form.

Credit Amount Requested: _____

SSN *(of personal guarantor):* _____ - _____ - _____

DOB *(of personal guarantor):* _____ - _____ - _____

Federal Tax ID (EIN): _____ - _____

Primary Contact:

Name: _____

Title: _____

Phone: (____) _____ - _____ Ext. _____

Mobile: : (____) _____ - _____

Email: _____

Accounting Contact:

Name: _____

Title: _____

Phone: (____) _____ - _____ Ext. _____

Mobile: (____) _____ - _____

Email: _____

Trade References (please list three major green goods suppliers you are actively doing business with)

Company: _____
Contact: _____
Mailing Address: _____
City/State/Zip: _____
Email: _____
Telephone #: _____

Company: _____
Contact: _____
Mailing Address: _____
City/State/Zip: _____
Email: _____
Telephone #: _____

Company: _____
Contact: _____
Mailing Address: _____
City/State/Zip: _____
Email: _____
Telephone #: _____

Bank Credit Reference

Bank Name: _____ Telephone #: _____
Contact Name: _____ Email: _____
Branch Address: _____
City/State/Zip: _____
Checking Acct: _____ Loan Acct: _____ Savings Acct. _____

The undersigned requests that an account be opened with Rio Verde Plantas, and that commercial credit be extended, as approved. The undersigned verifies all information in this application is accurate and provided for the purpose of obtaining credit. The undersigned authorizes Rio Verde Plantas to make inquiries into its financial creditworthiness and to investigate any data pertaining to the credit responsibility of the undersigned, including reports from credit reporting agencies. If this application is approved, my acceptance and use of the credit so issued constitutes my agreement to all payment and other terms of credit established by Rio Verde Plantas including finance charges. If collection actions are required, by lawsuit or otherwise, the undersigned agrees to pay all costs of collection, including reasonable attorney's fees. Rio Verde Plantas reserves the right to terminate or limit the privileges hereunder at any time, including suspension of credit.

Signature: _____ Date: _____

Name (printed) _____

Rio Verde Plantas
39550 NW Chalmers Lane
Cornelius, OR 97113
Business Phone: (503) 482-7565



PERSONAL GUARANTEE

In consideration of and in order to induce Rio Verde Plantas ("RVP") to extend credit to _____ ("Customer"), the undersigned _____ ("Guarantor") hereby agrees as follows:

1. Guarantor unconditionally and absolutely guarantees to RVP, and its successors and assigns, the full and prompt payment and performance of any and all accounts receivables now or in the future owed by Customer to RVP, including collection fees and reasonable attorneys' fees incurred by RVP in collecting said accounts receivable.
2. RVP shall not be required to undertake or commence any action or suit, nor to exhaust any other remedies against Customer, prior to making any demand or invoking any action under this Guaranty. Neither the legal insolvency of Customer, nor a discharge of the obligation as to Customer under any state or federal laws, shall be a defense by Guarantor to the enforcement of this Guaranty.
3. Guarantor agrees that RVP may from time to time, without notice to Guarantor, extend, waive, renew, pledge or compromise the account receivable owned by Customer to RVP, without releasing, extinguishing, or affecting in any manner whatsoever the liability of Guarantor hereunder.
4. Guarantor agrees that this Guaranty shall be binding upon Guarantor's heirs, beneficiaries, personal representatives, successors and assigns and shall inure to the benefit of RVP and its successors and assigns.

This Guaranty shall be interpreted under the laws of the State of Oregon.

Guarantor's Signature

Date

Guarantor's Name (printed)