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|  |  | ATLANTIC COAST BOTANICALS, INC. | | | |
|  |  | P.O. BOX 820005 | | |  |
|  |  | S. FLORIDA, FL 33082 | | |  |
|  | PH:(305)248-7866 FX:(877)240-3358 | | | | |
|  | nikki@atlanticcoastbotanicals.com | | | | |
|  |  |  |  |  |  |
| **CREDIT APPLICATION AND AGREEMENT** | | | | |  |
|  |  |  |  |  |  |
| NAME OF CUSTOMER: | | |  |  |  |
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| MAILING ADDRESS: | |  |  |  |  |
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| PHYSICAL ADDRESS: | | |  |  |  |
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| TELEPHONE #: | |  |  |  |  |
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| FAX #: |  |  |  |  |  |
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| EMAIL ADDRESS: | |  |  |  |  |
|  |  |  |  |  |  |
| TYPE OF BUSINESS: | | | YEAR ESTABLISHED: | | |
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| AMOUNT OF CREDIT REQUESTED: | | | | NET WORTH: | |
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|  |  |  |  |  |  |
| OWNERSHIP: | | LLC |  |  |  |
| (CIRCLE ONE) | |  |  |  |  |
| PROPRIETORSHIP | | PARTNERSHIP | | CORPORATION | |
|  |  |  |  |  |  |
| NAME & TITLE OF PROPRIETOR OR PRINCIPAL OFFICER(S): | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| NAME OF PERSON WHO AUTHORIZES PAYMENTS: | | | |  |  |
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| **BANK REFERENCES:** | | |  |  |  |
| Bank Name: | |  |  | Phone #: |  |
| Address: |  |  |  | Fax #: |  |
|  |  |  |  | Bank Contact | |
| Account #: | |  |  |  |  |
| Bank Name: | |  |  | Phone #: |  |
| Address: |  |  |  | Fax #: |  |
|  |  |  |  | Bank Contact | |
| Account #: | |  |  |  |  |
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| **FL. NURSERY TRADE REFERENCES:** | | | |  |  |
| **PLEASE INCLUDE FAX NUMBERS** | | | |  |  |
| NAME |  | ADDRESS | | PHONE # | FAX # |
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| NAME |  | ADDRESS | | PHONE # | FAX # |
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| NAME |  | ADDRESS | | PHONE # | FAX # |
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| A. Upon approval of this Credit Application, Atlantic Coast Botanicals, Inc., hereinafter | | | | | |
| referred to as "Creditor" agrees initially to extend credit to Customer and will advise | | | | | |
| Customer of the approved credit line. | | | |  |  |
|  |  |  |  |  |  |
| B. Customer hereby authorizes Creditor to investigate Customer's credit record and to | | | | | |
| report Customer's performance under this transaction, or any other agreement | | | | | |
| between Creditor and Customer, to credit agencies. | | | | |  |
|  |  |  |  |  |  |
| C. If any charge or payment is not paid by Customer within fifteen (15) days after it's | | | | | |
| due date, Customer agrees to pay a service charge on the amount owing, equal to one | | | | | |
| and one-half percent (1.5%) per month or the highest rate allowed under applicable | | | | | |
| law, whichever is lower. | | |  |  |  |
|  |  |  |  |  |  |
| D. If any claims arise with respect to defects in quantity or quality, or as to any other | | | | | |
| matter, Creditor shall not be liable, if at all, unless Customer shall make a written claim | | | | | |
| to Creditor within fourth-eight (48) hours after receipt of the shipment involved in such | | | | | |
| claim, and failure to present any such claim within that time will be considered a waiver | | | | | |
| of the claim. Any claims made by telephone shall be confirmed immediately in writing | | | | | |
| to Creditor. | |  |  |  |  |
|  |  |  |  |  |  |
| E. All shipments are F.O.B. point of shipment. The Customer agrees to resolve all | | | | | |
| claims arising from shipment directly with the carrier. | | | | |  |
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| F. Customer acknowledges that in the event of non-payment, its account will be | | | | | |
| assigned for collection. Customer waives any claim of jurisdiction or venue in the | | | | | |
| county and state of Customer's residence or place of business, and agrees that should | | | | | |
| suit be instituted, person jurisdiction, as well as venue will be exclusively in | | | | | |
| Broward County, Florida. | | |  |  |  |
| EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY | | | | | |
| JURY. |  |  |  |  |  |
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|  |  | **PERSONAL GUARANTY** | | |  |
| WHEREAS, |  |  |  |  | (NAME OF |
| CUSTOMER) is or may become indebted to Atlantic Coast Botanicals, Inc.: | | | | | |
|  |  |  |  |  |  |
| NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are | | | | | |
| hereby acknowledged, the undersigned Guarantor hereby absolutely and | | | | | |
| unconditionally guarantees to ATLANTIC COAST BOTANICALS, INC., the prompt | | | | | |
| payment at maturity and all the times thereafter of the debt. | | | | | |
|  |  |  |  |  |  |
| GUARANTOR represents that he, she or it is the owner of a direct or indirect interest in | | | | | |
| Customer and that the Guarantor will receive a direct and material benefit from the | | | | | |
| proceeds of any debt. | | |  |  |  |
| In the event of default in payment of the debt or any part thereof when such in- | | | | | |
| debtedness, becomes due, either by it's terms or as the result of the exercise | | | | | |
| of any power to accelerate, Guarantor shall, on demand and without further notice | | | | | |
| of dishonor, without any notice having been given to Guarantor previous to such | | | | | |
| demand of the creating or incurring of such indebtedness, pay the amount due thereon | | | | | |
| to ATLANTIC COAST BOTANICALS, INC., in order to enforce such payment by | | | | | |
| Guarantor, first to institute suit or exhaust its remedies against Customer or others | | | | | |
| liable on such indebtedness. | | |  |  |  |
|  |  |  |  |  |  |
| This guaranty is executed and delivered as an incident to a credit transaction | | | | | |
| wherein, in the event of non-payment, the Customer's account will be assigned for | | | | | |
| collection and shall not be construed according to the laws of the State of Florida. | | | | | |
| Guarantor acknowledges that, should suit be instituted, jurisdiction of the person and | | | | | |
| subject matter as well as venue, shall properly be in Broward County, Florida. | | | | | |
| This is not a contract of surety ship. | | | |  |  |
| EXECUTED THIS |  | DAY OF |  |  | 20 . |
|  |  |  |  |  |  |
| GUARANTOR'S NAME: | | |  |  |  |
|  |  | (PLEASE PRINT) | |  |  |
| **GUARANTOR'S:** | |  |  |  |  |
| HOME ADDRESS: | |  |  |  |  |
| STREET: |  |  | CITY: |  |  |
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| STATE: |  |  | ZIP: |  |  |
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| GUARANTOR'S SIGNATURE: | |  |  |  |  |
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