



# Credit Application and Agreement

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_  
 SalesPerson Name: \_\_\_\_\_ Salesperson #: \_\_\_\_\_  
 Mailing address if different from above

Address: \_\_\_\_\_ Authorized Buyer: \_\_\_\_\_  
 \_\_\_\_\_ E-Mail address: \_\_\_\_\_  
 City: \_\_\_\_\_ Accounts Payable: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ E-Mail address: \_\_\_\_\_  
 Phone No. (incl. Ext): \_\_\_\_\_

**BUSINESS STRUCTURE:**

If Incorporated, State of Incorporation \_\_\_\_\_ Name of Parent Company, If Subsidiary \_\_\_\_\_  
 State \_\_\_\_\_ Phone No. \_\_\_\_\_

Corporation (List each officer) Name	Partnership (List each partner) Title	Limited Partnership Home Address	Proprietorship (Owner's name) Social Security No.
_____	_____	_____	_____
_____	_____	_____	_____

Date Business Started: \_\_\_\_\_ State Sales Tax No. \_\_\_\_\_  
 Type of Business: Wholesale \_\_\_\_\_ Retail \_\_\_\_\_ License No. \_\_\_\_\_  
 Have you ever filed for bankruptcy? Yes No Federal Tax ID No. \_\_\_\_\_

If you answer "yes" complete the following:  
 Date of Bankruptcy \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
 Bankruptcy No. \_\_\_\_\_ Disposition \_\_\_\_\_

Line of credit requested \_\_\_\_\_

**TRADE REFERENCES**

Name	City	State	Phone No.	Fax No.
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



## *BANK REFERENCE*

Bank Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
 Customer: \_\_\_\_\_ Account No.: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_

I hereby authorize you to furnish Transflora with the following information about my account. My approval for an open account is dependent on your response.

Thank you for your prompt attention to this matter.

\_\_\_\_\_  
 Signature of Customer Date: \_\_\_\_\_

The above-mentioned customer has given us your name as bank reference. Please fill out the following form and fax to the credit departments' fax at (305) 593-2183.

	Date Opened	High Credit	Present Balance	Balance Past Due	Experience
Loans:	_____	_____	_____	_____	_____
Was/Is loan secured:		YES or	NO		

Security: \_\_\_\_\_

	Date Opened	Average Balance	Experience	NSF Checks Previous 12 Months
Checking:	_____	_____	_____	_____
Savings:	_____	_____	_____	_____

Remarks: \_\_\_\_\_

\_\_\_\_\_  
 Signature of Bank Officer Date: \_\_\_\_\_



# TERMS AND CONDITIONS OF SALE

- 1) All sales are made F.O.B Seller's warehouse.
- 2) All accounts are due and payable in accordance with the stated terms on the face of the invoice with no additional discounts. 1 ½ % interest per month will be charged on all accounts past the approved due date.
- 3) Claims: Buyer will promptly inspect delivered upon arrival at Buyers receiving point and shall notify seller by phone within 24 hours and writing within 7 days after delivery of product of any spoilage, damage, complaint or other unsatisfactory condition of the product. Seller will provide Buyer with an authorization control number by phone to reference the claim. All claims must have the control number referenced in order for Seller to honor the claim. Buyer shall retain and preserve such product, in a commercially reasonable manner, to avoid loss, damage or spoilage of product, and for inspection by seller or other bailee involved where inspection reveals that spoilage, damages, or other unsatisfactory conditions may be due to faulty handling, shipping, storage for which insurance, carrier or other bailee may be liable. Failure to comply with the forgoing terms shall invalidate any claim by Buyer against the seller with respect to any such matters.
- 4) Buyer agrees to pay reasonable attorney's fees, court costs and all necessary expenses through appeal, if necessary, in event of default of terms of this agreement or any dispute regarding this product, its condition, shipping, etc.
- 5) Buyer agrees to pay all costs of collection, including agency fess, if the account is referred to a collection agency for collection.

I hereby accept the above terms, and further warrant and affirm under the penalties of perjury, that all of the proceeding information is true and correct, and knowingly being given in order to induce Transflora to extend credit to applicant, with the express understanding that Transflora is relying upon the statements and representations contained herein. This agreement, application and guarantee is governed by the constructed under Florida law. Applicant further aggress that any action hereunder is subject to the jurisdiction of Florida courts, and consent to service of process by the proper Florida authorities.

By: (please print)

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Title

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Signed

Date



## Claim Policy

Thank you for your purchases from Transflora. We appreciate your business and we try to provide you with the very freshest flowers. Although we maintain very strict quality assurance programs in Miami and at farm level, you may experience occasional problems due to the perishable nature of our product. If for any reason this should happen, please refer to the following guidelines:

1. **Inspect your products** as soon as they arrive. Measure the arrival temperature, check for yellow foliage, brown spots or botrytis on the petals, etc.
2. **Report any problems** to your Floral Consultant via phone within 24 hours after receiving the product. *Phone Number: (866)-99-STEMS ext 254*
3. Our Floral Consultant will assign a **control number** to you and will complete a credit form for you. In order to complete this form, you must provide: **invoice number, date received, farm code, AWB number, box number, number of units damaged and a brief description of the problem.** We ask you to please make every effort to salvage the saleable flowers that are in the problem boxes.
4. Our Floral Consultant will send you the claim form completed and you will have to **fax it back with your signature** in the next 24 hours. *Fax Number: 305-593-2183 (EFAX).* For credits over \$100 we will require digital photographs of the damage.
5. While the credit is processed, the flowers should be kept in a way not to worsen their condition, and, once the credit is accepted and processed, Transflora will maintain ownership of the product. All credits for a box or more of product need to be returned. We will make arrangements with FedEx for pickup and ask that you make the product available to them. **If for any reason the product is not longer available for FedEx, the credit will NOT be processed.**
6. **Transflora accepts no liabilities for any damage that may occur in transit.** Ownership is passed to the buyer when the product is delivered to the customer's designated shipper whether it is cold truck, airline, or express carrier. For hot or late arrivals please process your credit with your carrier.
7. In the case of damaged products, Transflora's liability will be limited to the value of the product.
8. **Credit will NOT be given unless the above guidelines are strictly followed.**

Thank you in advance for your cooperation. We will make every effort to ensure the quality of our product.



# *PERSONAL GUARANTEE AGREEMENT*

In consideration for Transflora, Inc. extending trade credit to applicant hereunder, and in order to induce Transflora, Inc. to extend such credit, the undersigned principal owner(s) of applicant hereby personally, individually and unconditionally guarantee(s) the prompt payment of any unpaid balance. This guarantee is joint and several if signed by more than one individual.

By: (please print)

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Signed \_\_\_\_\_ Date \_\_\_\_\_

By: (please print)

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Signed \_\_\_\_\_ Date \_\_\_\_\_

Sworn to before me.

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Notary Public

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Signed