

**New Customer Form/
Request to Purchase
Application and
Guaranty**



McCorkle
NURSERIES, INC.

McCorkle Nurseries, Inc.
4904 Luckey's Bridge Rd. SE
Dearing, GA 30808
1-800-533-3050
706-595-9678 (fax)

For the purpose of establishing an account for future purchases or obtaining credit with terms:
Please take the time to complete all the information requested.

Section I - Applicant (herein after defined as "Applicant" in this Request to Purchase App. & Guaranty) **-Terms Requested:** PIA Credit

Applicant: _____ Corporation LLC* Partnership* Proprietorship*
(Legal Business Name) (* Establishment of Credit requires Signature of Guarantor, Section VI.)
DBA/AKA/FKA _____ A/P: _____
(Name) (E-mail)
Business Address: _____ City: _____ State: _____ Zip: _____ County: _____
(Physical)
Billing Address: _____ City: _____ State: _____ Zip: _____
(Corp HQ/Branch - PO Box or Same)
Shipping Address: _____ City: _____ State: _____ Zip: _____
(Physical)
Bus. Ph: _____ Fax: _____ Year Business Started: _____ Fed ID# _____
Type of Business: _____ GA Applicant Only: Tax Exempt: Y / N Current Nursery License: Y / N

Section II - Owners, Corporate Offices, Partners, and/or Guarantors are:

Name: 1. _____ 2. _____ 3. _____
Home Address: _____
City, State, Zip: _____
Phone: _____

Section III - Credit and Trade References (Please use major green industry suppliers if available.):

* Fill out Section III and IV only if Applicant is Requesting Credit Terms.

Name: 1. _____ 2. _____ 3. _____
Hm Addr: _____
City, St, Zip: _____
Ph/Fax: _____ / _____ / _____

Section IV - Bank References: (* Fill out Section III and IV only if Applicant is Requesting Credit Terms.)

Bank Name: _____ City: _____ State: _____ Zip: _____
Ph: _____ Fax: _____ Account No: _____ **Credit Line Requested*** _____
* (Credit Line greater than \$3500 requires current financial statements submitted.)

Section V - Applicant Authorization and Acceptance of Terms and Conditions

I/we/applicant, authorize McCorkle Nurseries, Inc. and/or its assigns to perform standard credit investigations of my credit report and all references listed in above Section III and Section IV as it pertains to this Request to Purchase Application and Guaranty. All past due accounts will be assessed a monthly late charge of 1.5% of the open balance. Applicant agrees that in the event of litigation between the parties, such litigation may be instituted and Applicant consents to jurisdiction and venue in McDuffie County, Georgia. Applicant agrees to pay 15% of principal and interest as attorney fees and all court costs. This contract and all future purchases are made payable to McCorkle Nurseries, Inc. principal place of business shown on this Request to Purchase Application and Guaranty. A faxed copy of this Request to Purchase Application and Guaranty will be considered the original. Financial statements, credit information, information supplied by Applicant or by others on behalf of Applicant, and agreements are part of this contract. Any false or misleading information constitutes a fraudulent misrepresentation. Any changes in Applicant's ownership or organization is deemed material and requires Applicant to notify McCorkle Nurseries, Inc. immediately; a new Request to Purchase Application and Guaranty will be required upon any such change.

THE UNDERSIGNED APPLICANT DOES HEREBY CERTIFY THIS DOCUMENT TO BE TRUE AND AGREES TO THE ABOVE "APPLICANT AUTHORIZATION AND ACCEPTANCE OF TERMS AND CONDITIONS" AND ALL "TERMS AND CONDITIONS OF SALE" LISTED ON PAGE 2 OF THIS REQUEST TO PURCHASE APPLICATION AND GUARANTY.

Signature of Applicant _____ Title _____ Date _____

Section VI - Guaranty

In consideration of the extension of credit to the Applicant (as defined in Section 1 on page 1 of this Request to Purchase Application and Guaranty), and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned personally and unconditionally guarantees all debts and charges (including interest and reasonable attorney fees) incurred by Applicant on this account. Undersigned hereby waives presentment, protest, demand or notice of any kind and agrees that any extension, modification or compromise by McCorkle Nurseries, Inc. of the debt owed by Applicant shall not terminate or impair this obligation. Undersigned agrees and consents to jurisdiction and venue in McDuffie County, GA in the event of any litigation between parties.

Signature of Guarantor _____ Date _____

* Establishment of Credit requires Signature of Guarantor for LLC, Partnership, or Proprietorship

Section VII – Authorization for Email/Fax Communications

Our Email/FAX communications may be subject to Federal Communication Commission (FCC) regulation due to the broad definition of an "unsolicited advertisement," which includes "any material advertising the commercial availability or quality of any property, goods, or services." The FCC has indicated that this definition even includes notices about new product, announcements, seminars, etc. McCorkle Nurseries will oftentimes use Email/FAX communications to inform you of important product offerings that may be of interest to you and your Company. We require your written permission to send you and others in your Company these types of Email/FAX communications, including product availability, by indicating below:

_____ We will accept and receive Email/FAX communications from McCorkle Nurseries.

_____ We do not want to receive Email/FAX communications from McCorkle Nurseries.

Printed Name _____ Signature _____

Title _____ Date _____

TERMS AND CONDITIONS OF SALE

Minimums

Orders picked up in Dearing - \$250.00

Orders delivered to your location - \$1000.00-\$2,500.00 (based on proximity to Dearing)

Orders placed for less than the minimum will be subject to an additional handling charge (amount determined on a case-by-case basis).

We require a minimum of 25 plants per size and variety on all sizes smaller than #3. A minimum of 5 plants per size and variety is required for #3 and #5 sizes. There is no minimum order for sizes larger than #5.

Discount Plans*

Cash discounts are allowed on the following basis:

Orders picked up in Dearing with at least 24 hours notice will earn a 3% discount;

Delivered orders shipped paid in advance (PIA) via Cash, Check or "Check by Fax" will receive a 2% discount for accounts that are current and in good standing;

Credit card sales do not earn cash discounts;

Specially-priced items, re-wholesale items, shipping charges, and sales tax do not earn a discount.

Volume Incentive Plan (V.I.P.) discount (based on annual purchases if paid within 30 days):

<u>Annual Purchases</u>	<u>% discount</u>	<u>Annual Purchases</u>	<u>% discount</u>
\$4,500 - \$8,999	2% discount	\$25,000 - \$34,999	6% discount
\$9,000 - \$14,999	3% discount	\$35,000 - \$49,999	8% discount
\$15,000 - \$24,999	4% discount	\$50,000 or more	10% discount

Effective January 1, 2007, V.I.P. discounts are awarded **retroactive to dollar one**. V.I.P. discounts earned when a new discount level is reached will be applied to the customer's account as credit.

**Contact your customer service representative to see if you qualify for one of these programs. Any applicable rebate program approved by our sales and accounting offices will void any and all normal discount programs listed above.*

Transportation Charges

Our customer service representatives will be glad to estimate your freight at time of each order. Most shipments are made by semi-trailer. A minimum of \$1,000 is necessary to include your order in a combination load for delivery.

Freight Discounts: Ask your customer service representative for special quotation on half and full truckload shipments to one location.

Payment Terms

This completed form is a Request to Purchase Application and Guaranty with McCorkle Nurseries, Inc. to establish a credit line for future purchases. Until such a line is established all sales are Pay in Advance (PIA). We accept Cash, Wire Transfer, VISA, MasterCard, American Express, Check by Fax, or a Company Check (**no counter checks**) for payment. Acceptance of company check is subject to approval by the credit department of McCorkle Nurseries, Inc. When an account has been established, payments are due by invoice within 30 days of invoice date. McCorkle Nurseries, Inc. reserves the right to cancel credit at any time.

Claims and Shortages

Please note at the time of delivery, the condition and count of all plants on the delivery notification. In the event that damage is noted after the driver is gone, please **fax a written claim with your signature** to 770-578-9519 **within 24 hours** of receiving goods. For claims and returns, a vendor generated claim # is required. We will immediately make any corrections for any mistakes; however, in no case will our liability exceed the purchase price. Failure to follow these steps will void all claims for credit.

Delinquent or Past Due Payments

All past due accounts will be assessed a monthly late charge of 1.5% per month after due date of the open balance. Applicant agrees that in the event of litigation between the parties, such litigation may be instituted and Applicant consents to jurisdiction and venue in McDuffie County, Georgia. Applicant agrees to pay 15% of principal and interest as attorney fees and all court costs.

Other Information

We accept all orders subject to crop conditions. All orders may be voided should injury befall our crops due to conditions beyond our control.

McCorkle Nurseries, Inc. gives no warranty, expressed or implied, as to the merchantability or fitness for any particular use of the stock.