



Stokes Seeds Inc.
 13031 Reflections Dr
 Holland MI 49424
 Tel: 1-800-962-4999
 Fax: 1-877-994-0333

CONFIDENTIAL CREDIT APPLICATION & AGREEMENT

COMPANY INFORMATION

Legal Name of Business: _____ Tel: (____) _____
 Trade Name: _____ Fax: (____) _____
 Address: _____ Accounts Payable Contact: _____
 _____ Type of Business: Farm Store Greenhouse
 Shipping Address: (If Different) _____ Other: _____
 _____ # of Years in Business: _____
 Do You Own Property? Yes No #of Acres: _____ Federal ID Number (Or SSN) _____
 Email Address: _____ Tax Exemption Number: _____

OWNERS OR OFFICERS

Name: _____ Date of Birth: _____ SSN: _____
 Name: _____ Date of Birth: _____ SSN: _____

BANKING REFERENCES

Bank: _____ Acct: _____
 Contact: _____ Tel: (____) _____
 Bank Address: _____ Fax: (____) _____

SUPPLIER REFERENCES (Please Use Comparable Purchase Volume Suppliers)

Supplier Name: _____
 Contact: _____ Tel: (____) _____
 Supplier Address: _____ Fax: (____) _____
 _____ Email: _____

Supplier Name: _____
 Contact: _____ Tel: (____) _____
 Supplier Address: _____ Fax: (____) _____
 _____ Email: _____

Supplier Name: _____
 Contact: _____ Tel: (____) _____
 Supplier Address: _____ Fax: (____) _____
 _____ Email: _____

STOKES WARRANTY AND CONDITIONS OF SALE (Please Read Before Signing This Document)

Stokes Seeds Ltd., and/or Stokes Seeds Inc., and/or Semences Stokes Ltée., and their suppliers, (herein after collectively referred to as the vendor "Stokes") warrants that the seed it sells conforms to the label description as required by Provincial and/or State and Federal Seed Laws. Stokes limits its warranty to the full amount of the purchase price of such seeds. STOKES MAKES NO OTHER WARRANTIES, GUARANTEES OR CONDITIONS EXPRESS OR IMPLIED OF THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE OF THE SEED SOLD BY IT OR THE CROPS GROWN FROM SUCH SEEDS. It is recognized that a mistake or human error can be made in the production, processing or packaging of such seed, therefore, in any event, direct or consequential on account of any negligence whatsoever - IF A BREACH OF WARRANTY, CONDITION OR CONTRACT OCCURS WITH RESPECT TO SUCH SEEDS - THAT IN NO CASE SHALL STOKES BE LIABLE FOR MORE THAN THE PRICE ACTUALLY INVOICED AND/OR PAID FOR SUCH SEEDS BY THE PURCHASER TO THE VENDOR AND/OR THE VENDOR'S AGENT. As a condition to any liability, Stokes must receive notice by registered mail of any claim that the seed is defective within 30 days after the defect in the seed became apparent. Stokes has based the prices of its seeds on this limited warranty and limited liability and these prices would be much higher if further liability coverage were required. These warranties and limitations of liability may not be altered or amended except by an instrument in writing executed by duly authorized officers of Stokes and stamped with the company seal. By acceptance of such seeds, the Purchaser of such seeds acknowledges that this limited warranty and disclaimer herein before described, are conditions of sale and that they constitute the entire agreement between the Vendor and the Purchaser regarding warranty and/or any other liability or conditions. IF THIS LIMITED WARRANTY AND GUARANTEE IS NOT ACCEPTABLE TO THE PURCHASER AS A CONDITION OF SALE - THEN THE PURCHASER MUST NOT PLANT THE SEEDS AND MUST RETURN THE SEEDS IN THEIR ORIGINAL UNOPENED PACKAGE, and the purchase funds shall be refunded.

_____ (Initial)

INFORMATION, DISCLOSURE, AUTHORIZATION AND CREDIT AGREEMENT

Notice to the Buyer:

- DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT
- You are entitled to a copy of this agreement

I (We) hereby authorize Stokes or their Agent to obtain a credit report and to release to Stokes or their Agent for credit purposes, information concerning my (our):

1. Bank account information on commercial accounts, (where a commercial account is not open this will authorize information to be supplied on our personal account). **Bank account number will be required to obtain bank reference.**
2. Any other information deemed necessary in connection with a credit report for establishing or continuing a credit account.
3. We require financial statements for new customers requesting credit of \$100K and above. If an existing customer is increasing their credit (from \$1K - \$50K) up to \$100K, we also require financial statements to accompany the submission.

The information collected is for CONFIDENTIAL use in compiling a credit report in order to establish a commercial credit account with Stokes. The applicant/buyer agrees to the following:

1. TERMS - Full payment is due within the terms established by Stokes.
2. PAYMENTS – Are applied to the oldest invoice first – NSF's will place the account on a cash basis until resolved.
3. LATE PAYMENT CHARGE – If payment is not made within terms, a late payment charge of 2% per month (24% per annum, or as stated in the current catalog), or maximum allowed per State Law, will be assessed on each past due invoice until the invoice(s) is paid.
4. DEFAULT – If the applicant's/buyer's account is placed with an outside collection agency or Solicitor for collection the applicant/buyer hereby agrees to pay all reasonable fees and costs associated with the collection of the account, as well as the late payment charge(s) accumulated on the account. All early pay discounts will be forfeited.
5. SALES TAX INFORMATION – A completed copy of your sales tax exemption certificate must be provided or we are obligated to assume you are taxable and charge the appropriate sales tax on your purchase.
6. TELEPHONE ORDERS – The Applicant/Buyer authorizes all telephone orders to be charged to the account and agrees to be responsible for payment of same.

TOTAL CREDIT REQUIRED: \$ _____ Please allow 2-3 weeks for processing. All orders are cash, check or credit card until this agreement is approved by our credit department. By power of your signature on this formal application for credit, you have agreed to the above stated terms and conditions.

Applicant (Buyer): _____
Please print exact legal name

Signature: _____ **Date:** _____

AS: Individual Partner Corporate Officer

Signature: _____ **Date:** _____

AS: Individual Partner Corporate Officer

IF THE APPLICANT IS A CORPORATION OR PARTNERSHIP, OWNER(S) PLEASE COMPLETE THE GUARANTY OF PAYMENT BELOW:

GUARANTY OF INDIVIDUAL PAYMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, intending to be legally bound, hereby jointly and severally (if there is more than one guarantor), guarantee absolutely and unconditionally the prompt payment and performance of the applicant corporation's obligation to the creditor. By signing this guarantee you agree to be personally bound by the terms and conditions as set out in the contract and or credit agreement attached herein. You agree to be bound personally by the terms of repayment of the business customer's obligations to Stokes if the application is approved.

Signature: _____ **Date:** _____

As An Individual

Signature: _____ **Date:** _____

As An Individual