

TEXAS FLOWERS S.A.

CREDIT APPLICATION

Please complete in full, sign and return the original credit application. All information submitted will be held in strictest confidence and used solely for reference purposes within our Credit Department. Faxed credit applications will be accepted to begin the credit process, however, the original form is required for our files.

COMPANY NAME _____ DATE _____

DBA/ AKA _____

SHIPPING ADDRESS _____

MAILING ADDRESS _____

PHONE _____ FAX _____ EMAIL _____

COMPANY STRUCTURE: CORP ___ LLC ___ PARTNERSHIP ___ PROPRIETORSHIP ___

DATE BUSINESS STARTED _____ STATE OF INCORPORATION _____

OWNERS, OFFICERS, PARTNERS

NAME _____ TITLE _____ SSN# _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

NAME _____ TITLE _____ SSN# _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

NAME _____ TITLE _____ SSN# _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

ACCTS PAYABLE PHONE # _____ FAX _____ EMAIL _____

CREDIT EXTENSION REQUESTED _____ SALES TAX NO. _____

FEDERAL ID NO. _____ OCCUPATIONAL LIC NO. _____

HAVE YOU EVER FILED BANKRUPTCY? ___ YES ___ NO IF SO, CHAPTER AND YEAR _____

I HEREBY AUTHORIZE TEXAS FLOWERS S.A. TO VERIFY AND CONTACT ALL REFERENCES AND PERSONS LISTED BELOW. BY SIGNING BELOW, I HEREBY AUTHORIZE THE BANK TO RELEASE ANY ACCOUNT INFORMATION REQUESTED FOR PURPOSES OF MAKING CREDIT DECISIONS. IT IS UNDERSTOOD THAT ALL INFORMATION WILL BE KEPT CONFIDENTIAL.

NAME/ PRINT _____ SIGNATURE _____

TRADE REFERENCES

NAME _____ NAME _____

ADDRESS _____ ADDRESS _____

PHONE _____ FAX _____ PHONE _____ FAX _____

NAME _____ NAME _____

ADDRESS _____ ADDRESS _____

PHONE _____ FAX _____ PHONE _____ FAX _____

BANK REFERENCE

NAME _____ PHONE _____

ADDRESS _____ CITY _____

ST _____ ZIP _____ ACCOUNT # _____

AUTHORIZED SIGNATURE FOR BANK ACCOUNT _____

CONTACT PERSON _____ PHONE _____

TERMS AND CONDITIONS OF SALE AND CREDIT

1. PAYMENTS

TERMS OF CREDIT ARE 10 DAYS FROM STATEMENT DATE. A VALID CREDIT CARD WILL BE KEPT ON FILE FOR PAYMENT IF TERMS ARE NOT MET AFTER THE 10TH OF THE MONTH. ACCOUNTS NOT PAID WITHIN TERMS WILL BE CONSIDERED DELINQUENT.

2. INTEREST

A DELINQUENCY CHARGE OF 1.5% PER MONTH (18% PER ANNUM) OF THE MAXIMUM ALLOWED BY LAW, WHICHEVER IS GREATER, WILL BE ADDED OR MAY BE ADDED ON ANY AMOUNT WHICH BECOMES PAST DUE MORE THAN 10 DAYS FROM THE NET DUE DATE APPEARING ON EACH INVOICE AND THEREAFTER ON DELINQUENT AMOUNTS UNTIL PAID.

3. CREDIT/CLAIMS

a) ANY QUALITY PROBLEM MUST BE REPORTED WITHIN 24 HOURS OF RECEIPT OF MERCHANDISE BY PHONE AND FOLLOWED UP WITH A WRITTEN REQUEST AND PHOTOS.

b) TEXAS FLOWERS S.A. ACCEPTS NO LIABILITY FOR DAMAGE IN TRANSIT. TITLE AND OWNERSHIP ARE PASSED TO THE BUYER WHEN THE FLOWERS ARE DELIVERED TO THE DESIGNATED CARRIER.

c) ALL FLOWERS MUST BE INSPECTED UPON ARRIVAL.

d) NEVER DISCARD OR DESTROY PROBLEM FLOWERS WITHOUT PROPER AUTHORIZATION. WE MAY REQUEST THAT THEY BE RETURNED AT OUR EXPENSE, IN ITS ORIGINAL PACKAGING (PRODUCT ALREADY PROCESSED WILL NOT BE ACCEPTED AS A VALID CLAIM).

4. COLLECTIONS

IN ADDITION TO ALL OTHER CHARGES AND REMEDIES, IN THE EVENT OF DEFAULT PAYMENT, SHALL BE ENTITLED TO RECOVER ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY FEES, COURT COSTS, DEFAULT INTEREST, AND THE HIGHEST RATES PERMITTED BY LAW AND SUCH OTHER AND FURTHER RELIEVE AS MAY BE PROPER.

5. COURT JURISDICTION

ANY SUIT THAT ARISES FROM AN EXTENSION OF CREDIT BY TEXAS FLOWERS S.A. SHALL BE INSTITUTED AND MAINTAINED IN ANY COURTS COMPETENT JURISDICTION IN BEXAR COUNTY AND SHALL BE GOVERNED BY TEXAS LAW.

6. RETURN CHECK CHARGE

CHECKS NOT HONORED BY THE BANK SHALL BE SUBJECT TO BANK CHARGES EACH TIME IT IS RETURNED. FUTURE SALES MAY BE SUBJECT TO CASH TERMS.

7. CHANGE IN TERMS/CONDITIONS

SHOULD CREDIT EXTENSION BE GRANTED, ALL CREDIT SHALL BE EXTENDED AT THE SOLE DISCRETION OF TEXAS FLOWERS S.A.. TEXAS FLOWERS S.A. RESERVES THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS OR TO TERMINATE AN ACCOUT AT ANY TIME.

THE TERMS AND CONDITIONS OF THIS APPLICATION SHALL UPON EXTENSION OF CREDIT BY TEXAS FLOWERS S.A., CONSTITUTE AN AGREEMENT OF SALE. I UNDERSTAND AND ACCEPT THE ABOUVE TERMS AND CONDITIONS AND HAVE PROVIDED TRUE INFORMATION TO THE BEST OF MY KNOWLEDGE. I FURTHER AUTHORIZE GLOBAL FLORAL DISTRIBUTORS TO VERIFY ANY AND ALL REFERENCES THAT MAY BE REQUIRED TO DETERMINE OUR CREDIT CAPABILITIES AND TO REQUEST RELEVANT INFORMATION FROM CREDIT REPORTING AGENCIES. I AGREE TO INFORM TEXAS FLOWERS S.A. OF ANY CHANGES IN LEGAL STATUS OF THE COMPANY AND TO PROVIDE AN UPDATED CREDIT APPLICATION AS MAY BE REQUESTED PERIODICALLY. I ALSO UNDERSTAND THAT THE COMPLETION OF THIS FORM DOES NOT GUARANTEE AN OPEN ACCOUNT. I UNDERSTAND THAT FAILURE TO ENFORCE ANY OF THE TERMS SET FORTH DOES NOT CONSTITUTE A WAIVER OF THESE TERMS IN THE FUTURE.

I CERIFY THAT UNDER THE PENALTY OF PERJURY THAT THE STATEMENTS CONTAINED IN THE APPLICATION ARE TRUE AND CORRECT AND, UNDERSTAND THAT TEXAS FLOWERS S.A. INTENDS TO RELY ON ALL OF THE INFORMATION PRESENTED IN THIS APPLICATION IN DETERMINING THE FIRM'S CREDITWORTHINESS. IN MY CAPACITY AS AN OFFICER, PARNTER, AGENT OR OWNER I AM AUTHORIZED TO SIGN THIS CREDIT APPLICATION AND AGREE TO THE ABOVE TERMS AND CONDITIONS OF SALE AND EXTENSION AND EXTENSION OF CREDIT.

NAME _____ TITLE _____ DATE _____
(PLEASE PRINT)

SIGNATURE _____

PERSONAL GUARANTEETE

IN CONSIDERATION OF TEXAS FLOWERS S.A. EXTENDING CREDIT TO OUR/MY REQUEST, I/WE JOINTLY AND INDIVIDUALLY HERBY IRREVOCABLY, ABSOLUTELY AND UNCONDITIONALLY PERSONALLY GUARANTEE THE PAYMENT OF ALL MY/OUR OBLIGATIONS. THE UNDERSIGNED HEREBY AGREES THAT IN THE EVENT OF ANY DEFAULT BY THE ABOUVE FIRM, TEXAS FLOWERS S.A. SHALL BE ENTITLED TO PROCEED AGAINST THE UNDERSIGNED IMMEDIATELY FOR SUCH PAYMENT WITHOUT PRIOR DEMAND OR NOTICE. THE UNDERSIGNED FURTHER AGREES TO PAY ALL COSTS AND EXPENSES OF COLLECTION, INCLUDING ATTORNEY'S FEES, COURT COSTS, AND DEFAULT INTEREST AT THE HIGHEST RATE PERMITTED BY LAWIN ENFORCEMENT OF THIS GUARENTEE.

THIS GUARANTEE SHALL REMAIN IN FORCE UNTIL TEXAS FLOWERS S.A. ACKNOWLEDGES ITS REVOCATION IN WRITING. SUCH REVOCATION SHALL NOT AFFEC ANY OBLIGATION INCURRED PRIOR TO RECEIPT OF WRITTEN NOTICE BY TEXAS FLOWERS S.A.

GUARANTOR _____ SSN# _____

SIGNATURE _____ DATE _____

GUARANTOR _____ SSN# _____

SIGNATURE _____ DATE _____