



318 Racquet Drive, Fort Wayne, IN 46825

T: (260) 482-9993

T: (800) 252-7702

F: (260) 482-8790

### New Customer Purchasing Information

The undersigned company is applying as a new customer with Gassafy Wholesale Florist and agrees to abide by the standard terms and conditions of Gassafy Wholesale Florist as printed on the following pages.

Company Name: \_\_\_\_\_

DBA (if different): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, & Zip: \_\_\_\_\_

Phone: (    ) \_\_\_\_\_ Fax: (    ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Is the billing address the same as the shipping address? \_\_\_ Yes \_\_\_ No

*If no, please fill out the following information:*

Billing Address: \_\_\_\_\_

Billing City, State, & Zip: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Are you Sales Tax Exempt? \_\_\_ Yes \_\_\_ No

Date Business Established: \_\_\_/\_\_\_/\_\_\_

Authorized Purchasers: \_\_\_\_\_

**Business Type** (check one):

\_\_\_ Sole Proprietorship

\_\_\_ Corporation

Name of Corporation: \_\_\_\_\_ State Located: \_\_\_\_\_

\_\_\_ Partnership

Partner # 1			Partner # 2		
Name:			Name:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:

Partner #3			Partner #4		
Name:			Name:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:



## Gassafy Wholesale - General Terms, Conditions, and Personal Guarantee

In consideration of the sale of product and/or services provided, the undersigned Customer agrees that the following terms and conditions are incorporated into each and every purchase a Customer makes from Gassafy Greenhouse Inc. d/b/a Gassafy Wholesale Florists ("US" or "Gassafy Wholesale"). If the terms of any Customer Purchase Order conflict with these terms and conditions, these terms and conditions prevail.

1. Bills are sent on the first day of each month.
2. All bills become payable on the 20th of the month and if not paid by the end of the month are considered past due.
3. A service charge of 1.75% per month (or 21% APR) will be added to all amounts billed if not paid by the end of the month.
4. Any Customer allowing any invoice or balance due to go over 60 day can expect Gassafy Wholesale to contact that company regarding payment arrangements.
5. Any Customer allowing any invoice or balance to go over 90 days will no longer be extended credit privileges, at the sole discretion of Gassafy Wholesale. These Customers will be cash only.
6. The person receiving the merchandise MUST sign all CHARGE invoices. This protects YOU and US. It enables US to know that you did receive the merchandise and that you are being properly billed. No merchandise will be left without a proper signature.
7. All checks that are returned for Non-Sufficient Funds (NSF) will result in a \$30 NSF fee. These fees are due within 10 business days or on the next visit from our driver, whichever comes first. This may result in no checks being accepted at Gassafy Wholesale's discretion (Cash, Credit Card, or Cashier's Check only). The following procedure will be followed upon the receipt of an NSF check:
  - A. Upon the receipt of the first NSF check you will be required to provide a valid credit card to be kept on file for future purchases in the event that we receive another NSF check. If said credit card is cancelled, you will replace the same immediately and notify US as soon as possible.
  - B. If we receive 2 or more NSF checks within a 60-day period your charge privileges are immediately revoked.
8. Payment on your account can be made in one of the following ways:
  - A. Giving the payment to your driver.
  - B. Mailing the payment to our office.
  - C. Paying in person at the office.

9. Any Customer with a balance due over 90 days that fails to make acceptable payment arrangements with Gassafy Wholesale may have a civil suit brought against them for any monies owed. If such a suit is brought, Customer agrees that Gassafy Wholesale may recover without limitation of any other remedy available at law or in equity, actual monies owed, interest accrued, court costs, reasonable attorney's fees, and all other costs associated with collection of the debt.
10. **PERSONAL GUARANTEE**: If the credit Customer is a corporation, or other business entity, then those signing this application, whether signing as an officer, manager or not, personally guarantee payment for all items purchased on credit by the entity. Such guaranty is a continuing obligation and an absolutely unconditional guarantee of payment and shall continue to be in force and binding on the undersigned individual whether or not any balance owed is paid or the balance of the amount owed to Gassafy Wholesale is reduced to zero at any particular time. This guaranty shall be binding on the undersigned individual until such time as said individual revokes the guaranty in a written notice to Gassafy Wholesale, expressly revoking the guaranty. Said revocation shall not operate to relieve the guarantor of any liability for any balance or order existing prior to or as of the date of receipt by US of said revocation. Gassafy Wholesale explicitly reserves the right to suspend all credit terms upon any revocation of said guaranty. Gassafy Wholesale may extend credit to Customer without the consent or approval of guarantor and guarantor's liability shall not be affected or impaired by any of the following: (i) waiver or indulgence granted to Customer; (ii) delay in enforcement of liability of Customer or failure to institute proceedings against Customer; (iii) release of Customer or any other guarantor of Customer; (iv) acceptance of additional collateral, security or guarantors; or (v) any defenses of Customer to this indebtedness other than discharge by payment in full.
11. This agreement and these terms and conditions shall be governed by and construed in accordance with the laws of the State of Indiana. By signature below the undersigned acknowledges and agrees that venue for any legal action to enforce or prevent the breach of this Agreement shall rest solely in the Circuit or Superior Court of the County of Allen, State of Indiana, and the undersigned waives any right to any other venue as might otherwise be proper under the law of the State of Indiana.
12. Any new Customer who has completed 12 months of buying without any default in these terms and conditions will then be allowed to complete a credit application. (This does not guarantee you will be extended terms, simply that we may consider it at such time.) All credit extensions and extended terms remain governed by the terms hereof.

*Gassafy Wholesale reserves the right to change these policies at any time and such changes shall govern only as to purchases made subsequent to such changes. We will, however, make our best effort to submit written notices of any changes. If Customer refuses to sign the revised terms and conditions, then Gassafy Wholesale reserves the right to refuse any credit and/or sale to Customer.*

I have read the terms and conditions stated above and agree to all of those terms and conditions and acknowledge that I am personally guaranteeing the obligation of the below-named Customer.

Name of Shop: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

~ Gassafy Wholesale Copy ~

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