



20511 F. St., Rupert, ID 83350 • Office: 208-438-8733 • Fax: 208-532-4110

CONFIDENTIAL CREDIT APPLICATION

Business Legal Name _____
 Trade Name _____
 Street Address _____
 Mailing Address _____
 Shipping Address (attach separate page if multiple) _____
 City & State _____ Zip Code _____ Bus Tel (____) _____ Fax(____) _____
 Business Website _____

Type of Business: Corporation Partnership Sole Proprietor Other _____
 Date Business Started _____ Have you purchased from Teton before? _____
 Are you a party to a lawsuit? _____ Have you declared bankruptcy in the last 10 yrs? _____
 List of officers, partners, or individual owner and current physical home addresses:
 (Attach list if needed)

Contact Person for Payment _____ Title _____ Phone #(____) _____
 Email Address _____

Names and addresses of at least four established trade references from whom you are presently purchasing and all creditors to whom you are currently past due. (Attach list if needed)

Company Name:	Company Name:
Contact:	Contact:
Address:	Address:
City/State/Zip	City/State/Zip
Phone () Fax()	Phone () Fax()

Company Name:	Company Name:
Contact:	Contact:
Address:	Address:
City/State/Zip	City/State/Zip
Phone () Fax()	Phone () Fax()

Amount of Credit Requested \$ _____ State Sales Tax # _____

A photo copy of your state tax resale or exemption certificate must accompany this application before any of your purchases can be tax exempt. Your business must be of the nature that assures the resale of products purchased or under Idaho State Law we must collect sales tax.



20511 F. St., Rupert, ID 83350 • Office: 208-438-8733 • Fax: 208-532-4110

Bank Reference:

Name of Bank _____ Officer _____

Address _____ City _____ State _____ Zip _____

Phone No.() _____ Checking Account No. _____ Savings _____

I (we) hereby authorize Teton Trees L.L.C. or its agent(s) to request and receive credit information regarding me (us) from the bank and references furnished in this application and from any other source deemed reliable by Teton Trees L.L.C. and I (we) waive any rights or actions which may occur under the Federal Privacy Act or any other law or statute of the United States or the State of Idaho.

The information and statements in this application are true and complete and are made for the purpose of inducing Teton Trees L.L.C. to establish an open account line of credit. In consideration of and in order to establish an open account line of credit, the undersigned promises to pay for all purchases in accordance with the terms of sale set by Teton Trees L.L.C. which are 5% 10, Net 30. Payment of invoices billed is due on the 30th day following the purchase. For the consideration of extension of credit, the undersigned promises to pay to the order of Teton Trees L.L.C. all service charges on or before the due date of each month following the date of any and all changes. In the event said account becomes past-due pursuant to the terms of sale, the undersigned agrees to pay interest to Teton Trees L.L.C. at the rate of one and three qua percent (1.75%) per month or 21% per annum. The undersigned agrees that if payment on said account is not made on or before the due date and the account is placed in the hands of an attorney for collection, or suit is brought on same, or same is collected through probate or bankruptcy proceedings, the undersigned shall be liable for all costs of collection including reasonable attorney's fees. The undersigned further agrees that if suit is brought, the venue for any litigation shall be Minidoka County, Idaho.

By _____ Title _____
Owner, Partner or Officer (Please Print)

Signature X _____ Date _____

GUARANTY

In order to induce Teton Trees L.L.C. to sell materials and extend credit to:

(Customer Name) (Address)

And for good and valued consideration, I/we the undersigned, hereby personally guarantee the payment of all such sums of money as may now be due or may at any time hereafter become due to Teton Trees L.L.C.

This is an absolute, continuing, unlimited guaranty, if the primary debtor does not pay, the obligation becomes the immediate liability of the guarantors, jointly and severally.

All payments shall be made to Teton Trees L.L.C. in their offices at 480 East 1500 North Rupert, ID 83350. The extension of time of payment, the acceptance or release of notes, drafts, other guaranties, or any security, shall in no way weaken or impair the validity of the guaranty. This guaranty will continue to be in effect until revoked in writing. The undersigned further agrees that its liability for payment will include all costs of collection, including reasonable attorney's fees, together with interest at the rate of 21% per annum pursuant to terms of sale, until paid.

I/We or either of us agrees that this contract is performable in Minidoka County, Idaho, and waive the right to be sued elsewhere.

Executed this the _____ day of _____, 20 _____

X _____
Individual Guarantor Signature Printed Name Title

X _____



20511 F. St., Rupert, ID 83350 • Office: 208-438-8733 • Fax: 208-532-4110

TERMS AND CONDITIONS

Prices

Quoted prices are for the trade only and are subject to change without notice. Prices do not include federal, state, or local taxes, which are a Buyer's sole responsibility. All prices are quoted in U.S. dollars, F.O.B. Rupert, Idaho.

Initial Orders

Unless credit has been approved, all initial orders are to be paid in full before shipment can take place.

Subsequent Orders

All subsequent orders are cash unless arrangements for credit have been established. To establish credit, a completed and signed credit application must be forwarded to Teton Trees LLC. A submitted credit application does not constitute establishment of credit.

Payment Terms

Payment on initial orders must be executed as listed under "Initial Orders" above. Accounts not paid in full within terms involved with each transaction will be considered past due. Terms are 2% discount if paid within ten (10) days of invoice. Thirty (30) days net from date of invoice. An additional 1% will be given for prepaid orders. Past Due accounts will accrue finance charges at the rate of 1.75% per month (21% per annum) from the Due Date. Past Due accounts may have credit privileges temporarily/permanently restricted to a cash-only basis until satisfactory evidence warrants otherwise. Accounts past due for more than 90 days may be turned over to a collection agency at the discretion of the seller.

Fees

Accounts will be charged \$35 per NSF check. An NSF check may result in a cash-basis credit status. All B&B stock dug and held for future delivery or pick up is subject to a holding fee of \$35.00. Orders for materials to be held more than 30 days are subject to a maintenance charge of \$50.00 in addition to the normal holding fee. Additionally, any cancellations for material held on order for over 30 days will be subject to a 20% restocking fee.

Guarantee

All stock produced and sold within the trade is guaranteed true to name and Teton Trees will guarantee to the extent of the original purchase. Seller gives no other warranty, expressed or implied. Teton Trees reserves the right to cancel all or a portion of stock on order should there be injury from insect and disease, error in counts, weather conditions or other causes beyond our control.

Shipping/Claims

Experience our advantage with respect to resolving discrepancies upon receipt of plant materials. We at Teton Trees know that, although rare, human error may result in unplanned shortages or damaged goods. Additionally, we are fully aware of the normal, laborious process involved in resolving such discrepancies costing both parties precious time and money. Therefore, you will find the following shipping policy a refreshing improvement.

Upon receipt of goods by client, any product *shortages* in comparison to the most recent, signed acknowledgement may be noted by the client on the invoice, subtracted from the balance due and the resulting balance paid within agreed terms of sale. Clients desiring to fill shortages may contact Teton Trees and make arrangements.

All *damages* resulting from the neglect or mishandling by common carrier shall be addressed with said common carrier. In this case, the invoice shall be paid in full within agreed terms of sale. Damaged goods arriving by any other means may be immediately deducted from the invoice and the balance paid within client's agreed terms of sale. Resulting shortages due to damage by Teton delivery may be remedied according to methods listed under "*shortages*" above. Clients picking up their own plant materials are required to do their own verification according to the most recent, signed acknowledgement with respect to the order. Any damages or shortages subsequent to client picking up materials will be considered client's own loss. For damages due to weather conditions uncontrollable by common carrier, client may make note and subtract from invoice and pay balance of invoice within agreed terms of sale.

All shipments are F.O.B. Teton Trees nursery. All shipments require a signed Acknowledgement by the client before Teton Trees will release the shipment.

Returns

All returns must be authorized by Teton Trees and return authorization number noted on any shipping documents associated with respective returns. Returns not authorized by Teton Trees will not be accepted. A 25% restocking fee will be charged on all returns. Returned plant material must be in good condition. Plant materials showing signs of stress or damage due to neglect or mishandling by client will not be accepted for return. Proof of condition must be verified by client with Teton Trees prior to receiving a return authorization number.