



OF SACRAMENTO

"One of California's Leading Nurseries"

10600 FLORIN ROAD

P.O. BOX 276547

SACRAMENTO, CALIFORNIA 95827-6547

Phone: (916) 689-8208

FAX: (916) 689-8207

CREDIT AGREEMENT

The undersigned hereby requests that Matsuda's of Sacramento Inc. open an account for the undersigned, and make credit sales of merchandise or materials to the undersigned upon that account. In consideration of the opening of such an account with Matsuda's of Sacramento Inc., the undersigned agrees:

1. That Matsuda's may sell or deliver merchandise from time to time to employees, agents, or representatives of the undersigned without purchase orders issued by us. Unless written instructions to the contrary are received by Matsuda's, acceptance of merchandise or materials by the undersigned or its employees, agents, or representatives shall be deemed equivalent to purchase order.
2. To pay all amounts by the **tenth** day of each month. All amounts unpaid by said date shall be assessed a finance charge equal to 1.5% per month. All such overdue accounts are subject to collection action, including court proceedings, by Matsuda's.
3. In the event that the account becomes delinquent, the undersigned agrees to pay all reasonable attorney's fees incurred in the collection of the account, including fees for mechanic's lien, stop notices, bond premiums, legal actions, or for any other method or remedy that Matsuda's may take to enforce collection. The undersigned also agrees to pay all bond premiums, filing fees, and recording charges that may be incurred by Matsuda's in connection with such collection activities. If the account is placed with a collection agency, the undersigned agrees to pay an additional charge equal to the cost of collection including agency and attorney's fees and court costs incurred and permitted by law.
4. Each and every sale of merchandise by the issuance of a Matsuda's invoice shall be a sale subject to the terms and conditions of this agreement.
5. Matsuda's shall have the sole discretion as to the amount of merchandise or material purchased on credit, and may raise or lower any such amount at any time without notice to purchaser.
6. Any waiver of any condition or requirement of this agreement shall not be considered a waiver of any other requirement, nor as a waiver of any condition or requirement as to any prior or subsequent transaction.
7. Either party may terminate this agreement at any time upon notice to the other; provided, however, that any sale made or credit extended prior to termination shall be subject to the terms of this agreement.
8. If the undersigned, or any of the undersigned is a corporation, that corporation shall waive its limited corporate liability, and the shareholders of such corporation shall be personally obligated for any debts incurred under this agreement.
9. Each of the undersigned warrants that any merchandise or materials purchased, and any credit extended, are intended solely for business or commercial purposes, and not for personal, family or household purposes or uses.
10. Each of the undersigned further warrants that all credit information provided to Matsuda's including financial statements, credit references and the like, is complete, accurate and correct. The undersigned understands that Matsuda's will rely on such information in entering into this agreement and extending credit. The undersigned further agrees that Matsuda's may request such credit information, from any party, as it may from time to time require.
11. In the event that there is any conflict between the terms of this agreement and any invoice prepared in connection with a sale made under this agreement, the terms of this agreement shall control.

Company name: _____

Corporation

Sole Proprietorship

Partnership

By: _____ Title: _____ Date: _____

By: _____ Title: _____ Date: _____

MATSUDA'S OF SACRAMENTO

10600 Florin Road
P.O. Box 276547
Sacramento, CA 95827

CREDIT APPLICATION

Date_____

Firm Name_____ Phone ()_____

Address_____ Year Established_____

City_____ State_____ Zip_____

License No._____ Description of Business_____

Ownership:___Corporation___Partnership___Proprietorship___Other Explain_____

Owner's Name(s)_____

Bank_____ Branch_____

Indicate type of account:___Checking___Savings___Other_____

Recommended by:_____

CREDIT REFERENCES:

(Give only names of those you buy from on an open account)

1. Name_____

Address_____ City_____ State_____ Zip_____

Phone()_____ Fax()_____

2. Name_____

Address_____ City_____ State_____ Zip_____

Phone()_____ Fax()_____

3. Name_____

Address_____ City_____ State_____ Zip_____

Phone()_____ Fax()_____

4. Name_____

Address_____ City_____ State_____ Zip_____

Phone()_____ Fax()_____

Real Estate Owned_____

Value_____ Mortgage \$_____

Mortgage on Machinery or Equipment \$_____ Held by_____

Do you Pledge or Borrow on your Accounts Receivable?_____

From Whom_____

Remarks_____

Company name:_____

By:_____ Title:_____ Date:_____