



Keepsake Plants Ltd.
A subsidiary of Aris Horticulture, Inc.
Leamington Ontario N8H 3W3

CREDIT APPLICATION

P: 519.326.6121 F: 519.326.1405

Name of Business Date Business Started
Owner's Name Phone Fax
Address City State Zip
President Vice President Secretary
Treasurer A/P Contact A/P Email address
Business is: Sole Proprietorship Partnership Corporation LLC LLP
Business I.D. No. or Resale No. DUNS No.
\$ Line of Credit Type of Business: Grower Wholesaler Retailer Garden Ctr

TRADE REFERENCE:

1. Name Phone Fax
Address City State Zip
2. Name Phone Fax
Address City State Zip
3. Name Phone Fax
Address City State Zip

BANK REFERENCE:

Name Phone Fax
Address City State Zip
Checking Account No. Loan Account No. Secured: Yes No
Are you or have you ever been in Bankruptcy? No Yes Date

TERMS OF SALE

Credit Terms and Finance Charges: Payment terms are NET 30 days. TO AVOID FINANCE CHARGES, PAYMENTS MUST BE RECEIVED ON OR BEFORE THE 30TH DAY AFTER INVOICE DATE. A FINANCE CHARGE OF 1.5 percent (18% Annual Percentage Rate) of the amount due for each shipment will be added to statements for payment received after the 30th day from invoice date. In the event of litigation to collect a delinquent account, the FINANCE CHARGE shall be at the maximum rate allowable by law. Should credit availability be granted by seller/creditor, all credit shall be extended at the sole discretion of seller/creditor. Seller/creditor may increase, decrease or terminate any credit availability at any time within its sole discretion.

Each of the undersigned individually represents to Keepsake Plants Ltd. that each of the signatories is an owner, stockholder, partner, officer, agent, or director of the applicant purchaser. Purchaser agrees that in the event legal action is instituted to effect collection of any unpaid balance, purchaser will pay Keepsake Plants Ltd. all cost of collection, court costs, and reasonable attorney's fees, as may be awarded by the court.

In lieu of charge on account, the company will accept VISA or MASTERCARD. Orders cannot be sent on a C.O.D. basis.

Policy For Filling Orders: Keepsake Plants Ltd. will endeavor to fill orders as requested and to make such substitutions as may be necessary with varieties similar to those ordered. Due to nature of greenhouse growing, orders are not guaranteed.

Transportation Charges: All prices are F.O.B. shipping point unless quoted otherwise.

Cancellations: Keepsake Plants Ltd. reserves the right to charge a 50% restocking charge for any material that is in process that is cancelled. Keepsake reserves the right to refuse cancellation of orders for all Keepsake products grown under contract grow. Keepsake will also refuse cancellation of orders for bought in products. Keepsake will work to help the customer by reselling if and when possible.

Prices: Prices are subject to change without notice. Information concerning pricing may be obtained from your Sales Representative.

LIMITATION OF WARRANTY

Keepsake Plants Ltd. warrants to the purchaser that Keepsake Plants Products and non-Keepsake Plants Products shall conform to the description, and with respect to plants, Keepsake Plants Ltd. warrants that such plants will be viable when received. ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED AND INCLUDING, BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THIS CONTRACT OF SALE. PURCHASER SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OF ANY KEEPSAKE PRODUCT OR NON-KEEPSAKE PRODUCT ON WHICH CLAIM IS MADE AS THEIR EXCLUSIVE REMEDY FOR BREACH OF THE WARRANTY EXPRESSED HEREIN AND FOR NEGLIGENCE AND OTHERWISE. UNDER NO CIRCUMSTANCES SHALL ARIS BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR CONSEQUENTIAL OR INCIDENTAL DAMAGE. IN NO EVENT SHALL KEEPSAKE PLANTS BE LIABLE FOR CONSEQUENTIAL DAMAGES.

Products Of Other Growers Sold By Keepsake Plants.

Keepsake Plants Ltd. makes no warranty regarding products of other growers sold by Keepsake Plants Ltd. and to the extent, if any, any warranty of the grower inures by its terms to the benefit of the purchaser, the purchaser agrees to look only to the manufacturer as the sole and exclusive recourse.

I certify: that the information provided above is true and correct and that I have read and accepted the Terms of Sale.

SIGNATURE (Officer/Principal Owner ONLY) _____ TITLE _____ DATE _____

PRINTED NAME _____ E-Mail Address _____

Sales Representative _____