

CREDIT APPLICATION
 TYPE OR PRINT IN BLOCK LETTERS

APPLICANT PORTION

Complete this section in full and return to the Accounts Receivable Department. Omissions will cause delays.

For the purpose of becoming an authorized Westbrook Floral Ltd retailer/wholesaler and establishing open account credit terms, the undersigned Applicant furnishes the following information:

APPLICANT'S LEGAL BUSINESS NAME		TRADE NAME	
BILLING ADDRESS		CITY	PROV/STATE POSTAL/ZIP CODE
(SHIP TO) ADDRESS Attach separate listing if multiple locations CITY		CITY	PROV/STATE POSTAL/ZIP CODE
Telephone No.	Fax No.	G.S.T #	PROVINCIAL SALES TAX NO.
ACCOUNTS PAYABLE CONTACT & TELEPHONE NO.		PUCHASING AGENT AND TELEPHONE NO.	
E-MAIL ADDRESS		TYPE OF BUSINESS	
WOULD YOU LIKE TO RECEIVE YOUR INVOICES ELECTRONICALLY?			
BY EMAIL? { } YES { } NO		EDI? { } YES { } NO	
SEND MONTHLY STATEMENTS? { } YES { } NO		C.O.D CUSTOMERS DO NOT RECEIVE STATEMENTS	
BACKORDERS ACCEPTED { } YES { } NO		PURCHASE ORDERS REQUIRED? { } YES { } NO	
LEGAL ORGANIZATION TYPE { } Proprietorship { } Partnership { } Corporation		DATE OF INCORPORATION	FISCAL YEAR END Dy. _____ Mo.

OWNERSHIP INFORMATION

List the names of all Applicant's owners, partners, and/or directors and complete all information for each. Attach additional sheets if necessary necessary.

LEGAL NAME	HOME ADDRESS/STREET, CITY,PROVINCE/STATE,POSTAL/ZIP CODE		
HOME PHONE	TITLE	OWNERSHIP %	
LEGAL NAME	HOME ADDRESS/STREET, CITY,PROVINCE/STATE,POSTAL/ZIP CODE		
HOME PHONE	TITLE	OWNERSHIP %	
LEGAL NAME	HOME ADDRESS/STREET, CITY,PROVINCE/STATE,POSTAL/ZIP CODE		
HOME PHONE	TITLE	OWNERSHIP %	
DO YOU OPERATE FROM OWNED { } OR LEASED { } PREMISES?	NUMBER OF LOCATIONS	SQ. FT OF STORE(S)	
IF LEASED, NAME AND ADDRESS OF LANDLORD	LEASE EXPIRY DATE	RENT PER MONTH	NO. OF EMPLOYEES
HAVE YOU PREVIOUSLY SUBMITTED A CREDIT APPLICATION TO WESTBROOK FLORAL LTD? IF YES UNDER WHAT NAME?			
ESTIMATED CREDIT LINE REQUIRED: MONTHLY \$ YEARLY \$	HAVE ANY OF THE COMPANY'S PRINCIPALS PREVIOUSLY FILED FOR BANKRUPTCY? IF YES, PLEASE PROVIDE DATE		

REQUESTS OVER \$10,000 MUST ATTACH CURRENT FINANCIALS

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BANK REFERENCE(S)			
BANK NAME		STREET	PROV./STATE
TELEPHONE NO.	FAX NO.	ACCOUNT NO.	
BANK NAME		STREET	PROV./STATE
TELEPHONE NO.	FAX NO.	ACCOUNT NO.	
BANK NAME		STREET	PROV./STATE
TELEPHONE NO.	FAX NO.	ACCOUNT NO.	

CREDIT REFERENCES (Please provide four (4) Principal Suppliers from whom you buy on open credit)

IF NEW BUSINESS, PLEASE LIST PRIOR BUSINESS OR EMPLOYMENT	TITLE
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Credit Reference 1			
BUSINESS NAME		ADDRESS/STREET, CITY,PROVINCE/STATE,POSTAL/ZIP CODE	
Contact Name	Email address	TELEPHONE#	FAX NO.

Credit Reference 2			
BUSINESS NAME		ADDRESS/STREET, CITY,PROVINCE/STATE,POSTAL/ZIP CODE	
Contact Name	Email address	TELEPHONE#	FAX NO.

Credit Reference 3			
BUSINESS NAME		ADDRESS/STREET, CITY,PROVINCE/STATE,POSTAL/ZIP CODE	
Contact Name	Email address	TELEPHONE#	FAX NO.

Credit Reference 4			
BUSINESS NAME		ADDRESS/STREET, CITY,PROVINCE/STATE,POSTAL/ZIP CODE	
Contact Name	Email address	TELEPHONE#	FAX NO.

PLEASE FILL OUT THE CREDIT CARD INFORMATION BELOW

I AUTHORIZE WESTBROOK FLORAL LTD TO CHARGE MY				{ } VISA	{ } MASTERCARD
USE OF CREDIT CARD :				{ } FIRST ORDER ONLY	{ } KEEP ON FILE FOR ALL ORDERS
CARD NUMBER	CARDHOLDER NAME (AS IT APPEARS ON THE CARD)			EXPIRY MTH/YEAR	
AFFILIATION TO COMPANY			SIGNATURE OF CARDHOLDER		DATE

OFFICE USE ONLY				
SALES DIVISION	SALES REP. NAME & NO	CREDIT LIMIT AUTHORIZED	DATE APPROVED	APPROVED BY

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TERMS AND CONDITIONS

Pending approval of credit, ALL orders will require a credit card to be processed prior to delivery. If this application is accepted and processed by our office, the account will be the subject to the following terms:

PAYMENT TERMS

- a) All Westbrook products are sold FOB Shipping point
- b) For applicants who have been approved for a credit account, the invoice is due within 30 days from invoice date
- c) For applicants who have been approved for credit card terms, the invoice will be due prior to shipment
- d) A service charge of 1% per month, 12.67% per annum will be charged on all past due invoices
- e) All past due accounts are subject to C.O.D terms
- f) Receipt of an NSF cheque will place the account on C.O.D (certified cheque or credit card) terms unless a letter of explanation is received from the Bank Manager. A \$50.00 NSF fee will be applied to the account and must be paid in order to continue shipping product.
- g) Westbrook is to be notified immediately of any changes regarding the information on this application
- h) Deductions from payments for any reason will not be allowed unless Westbrook Floral Ltd., has issued a credit memo.
- i) If the Applicant fails to abide by the TERMS OF SALE contained herein, Westbrook Floral Ltd., reserves the right to discontinue and eliminate any price discounts or sales incentives offered to or in place with the Applicant, both retroactively and for future sales unless otherwise negotiated by the parties.
- j) All incentive and credits issued by Westbrook Floral Ltd., are personal to the account holder and are not transferable or assignable.
- k) Westbrook Floral Ltd., may refuse to ship any confirmed order in whole or in part for any reason it deems sufficient.

COSTS AND ATTORNEY FEES

Applicant will pay such costs, collection agency commissions, expenses and reasonable attorney fees (including without limitation, at trial and on appeal) as Westbrook Floral Ltd., may incur in any manner of collection of any sums past due.

ORDERS

All orders are subject to acceptance by Westbrook Floral Ltd., due to the high cost of processing orders; a minimum initial order of \$300.00 is required. A minimum re-order amount of \$150.00 is required on all subsequent orders.

PRICES

Prices are subject to change without notice. ORDERS WILL BE INVOICED AT PRICES PREVAILING AT TIME OF ORDER. All prices should be confirmed with your Sales Representative prior to delivery. Prices are not guaranteed.

BACK ORDERS

Back ordered merchandise will be confirmed by your Sales Representative and shipped.

SHORTAGES

Your Westbrook Floral Ltd., sales representative must be notified within twenty-four (24) hours of any loss or damage in transit. Shipments should be carefully checked upon delivery for total carton count and condition. Any shortage or evidence of damage must be noted on invoice. Discovery of shortages in unopened containers that can be attributed to picking/packing errors must be reported within twenty-four (24) hours of receipt of merchandise.

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TERMS AND CONDITIONS

DEFECTIVE MERCHANDISE & RETURNS

Return of merchandise considered to be defective must be pre-authorized by Westbrook Floral Ltd. Authorized returns of merchandise considered to be defective will be subject to inspection by Westbrook Floral Ltd. Applicant must produce pictures of damage submitted to your local sales representative. Westbrook Floral Ltd., is not responsible for product that has been mistreated. We reserve the right to refuse credit or replacement in such cases. **At the discretion of Westbrook Floral Ltd., damaged or defective live goods may be requested for return for verification and analysis.** All Floral hard goods returns must be authorized in advance by Westbrook Floral Ltd. Requests of such returns must be made within twenty-four (24) hours of the receipt of merchandise. Authorized returns will be assessed at 15% restocking charge and must be returned to Westbrook Floral Ltd., on your next shipment. An additional charge(s) will be assessed if product is not in saleable condition.

RESTRICTIONS ON SALES/PURCHASES/ASSIGNMENT:

If Applicant opens or acquires additional retail outlets, Applicant must submit to Westbrook Floral Ltd., a separate Application for each additional location. Westbrook Floral Ltd., approval of this Application does not guarantee Westbrook Floral Ltd., approval of any other outlet location. That, unless otherwise agreed to in writing Westbrook Floral Ltd., retains ownership (Security Interest) of all merchandise shipped until paid for in full by the Applicant.

In the event of any dispute, the applicable law with respect to enforcement and interpretation in this and any other ensuing agreements entered between the applicant and Westbrook Floral Ltd., shall be the laws of the Province of Ontario notwithstanding any statutory enactment to the contrary, we shall be considered as doing business in the Province of Ontario. The applicant accepts this Credit Application and Agreement be written in the English language. Le Demandeur désire que la présente demande de crédit soit rédigée en anglais.

AUTHORIZATION

I, the undersigned, as an authorized officer of the company named hereon understand and agree to all of the above terms and conditions. I agree that all purchases will be paid according to the stated terms on the invoice, and further agree to pay a service charge of 1% per month (12.67% per annum) on all past due amounts. I hereby waive any right to limit the release and disclosure by Westbrook Floral Ltd., of its credit history, including but not limited to the Applicant's credit reports, to third parties with which Westbrook Floral Ltd., shares credit information. I also give my consent to Westbrook Floral Ltd., to obtain such credit reports or other information as they deem necessary for granting and monitoring credit risk as it pertains to this application.

Date: _____

Company _____

Signature of Officer(s) or Owner(s)

Print Name and Title

APPLICATION WILL NOT BE PROCESSED WITHOUT A SIGNATURE



P.O Box 99, Grimsby, Ontario L3M 4G1
270 Hunter Road, Grimsby, Ontario L3M 4G1
Ph: (905) 945-9611 Fax: (905) 945-7550

PERSONAL GUARANTEE

In consideration of the extension of credit by the Seller to the Applicant, the undersigned does jointly and severally guarantee to pay and be responsible for payment of all sums, balances and accounts due by Applicant, including administration charges and collection charges. This shall be an open and continuing guarantee and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extensions granted by the Seller without obtaining any consent thereto, and until expressly revoked by written notice from the undersigned to the Seller. Any such revocation shall not in any manner affect the undersigned liability as to any indebtedness existing prior thereto. The undersigned hereby waives notice of the acceptance of this agreement, notice of default or non-payment and waives action required by any statute, against the Applicant. No delay on Seller's part in exercising any right hereunder, or taking any action to collect or enforce payment of any obligations herein guaranteed, either as against the Applicant or any other person primarily or secondarily liable with the Applicant shall operate as a waiver of any such right or in any manner prejudiced Seller's rights against the undersigned. The undersigned agrees that in the event of any default at any time by said Applicant, Seller shall be entitled to look to the undersigned immediately for full payment without prior demand or notice. Upon the request of the Seller an additional form may be completed if necessary.

The guarantor consents to register and /or otherwise secure this guarantee.

Name of Guarantor _____

(PLEASE PRINT OR TYPE NAME)

Signature of Guarantor _____

Date _____

Name of Witness _____

(PLEASE PRINT OR TYPE NAME)

Signature of Witness _____

Date _____