

PlantRight Supply
999 Bedford Ave
North Kansas City, MO 64116
Business Phone: (816) 287-4313
Business Fax: (816) 287-8646
ar@plantrightsupply.com



TERMS AND CONDITIONS

TERMS

Prepaid: All new customer orders must be prepaid until an account application has been received and processed. Accounts will be designated either "Prepaid", "COD" or "Credit". Allow 30 days for application processing.

COD: Accounts must make payment prior to delivery or pay when picking up products.

Credit: Accounts will be allowed to make credit purchases up to an established credit limit. Payment for all credit purchases is due in full thirty (30) days following the invoice date. After thirty (30) days, accounts are considered in arrears and an interest charge of 18% annum (1.5% per month) will accrue on the unpaid balance of the invoice. PlantRight Supply reserves the right to terminate credit at any time.

Special Credit: On a case-by-case-basis, customers may receive credit beyond their normal credit limits. When the order is placed, project name and address, legal description, owner's name and address, contractor's name and address, sub-contractor's name and address, bonding company name and address, landscape architect's name and address must be provided.

Delinquent Accounts: Accounts unpaid 31 days after invoice date are overdue. When an invoice remains unpaid for 60 or more days the account is considered delinquent. Delinquent accounts may lose their trade discount and may not receive shipment of additional products until the account is returned to a current status.

Deposits: A deposit will normally be required to hold product for longer than 30 days.

Return check charge: Customer will be subject to a \$35.00 return check charge.

CONDITIONS

Loss Due to Natural Causes: All orders awaiting shipment shall be void if stock is injured due to wind, hail, fire, frost accident, or natural causes.

Claims: Claims for errors in type, species, or color will not be considered unless made in writing within 48 hours after receipt of goods. Claims for specification, grade, or damage will not be considered. Material must be inspected before unloaded at a job site, or loaded on your truck. At that time the material can be rejected. PlantRight Supply does not recognize claims in excess of price paid for products. Liability will not exceed the selling price of the material delivered.

Preliminary Lien Notice: For the benefit of both the landscape contractor and PlantRight Supply, we will request the following information be provided when material is delivered to a job site in credit: Project name and address, legal description, owner's name and address, contractor's name and address, sub-contractor's name and address, bonding company name and address, landscape architect name and address.

Business Hours: PlantRight Supply is open Monday through Friday from 8:00am to 4:00pm.

Shipping and Receiving Hours: Shipping and Receiving functions are from 8:00am to 2:30pm.

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CUSTOMER INFORMATION / CREDIT APP

Legal Business Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Ship To Address: _____

Ship To City: _____ Ship To State: _____ Ship To Zip: _____

Phone: (_____) _____ - _____ Fax Number: (_____) _____ - _____

Years Bus. Organized: _____ Nursery License State: _____ Nursery License #: _____

Website Address: _____

Type of Business (check one):

- ☐ Individual ☐ S-Corp ☐ Limited Liability
☐ Partnership ☐ C-Corp

Sales Tax:

- ☐ Taxable
☐ Exempt (form must be attached)

OFFICE USE ONLY

Terms: _____

Credit Amt. _____

Sales Person: _____

Approved By: _____

Date: _____

Conf # _____

Nature of Business (check all that apply):

- ☐ Container Grower ☐ Landscape Architect
☐ Field Grower ☐ Garden Center
☐ Landscape Contractor ☐ Non-Profit
☐ Irrigation Contractor ☐ Wholesale Member
☐ Arborist ☐ Landscape Maintenance
☐ LDC ☐ Golf Course
☐ Design/Build ☐ Other: _____
☐ Municipality

Credit Application (skip this section unless you wish to apply for credit):

By requesting credit with PlantRight Supply ("PRS"), you hereby authorize PRS to perform a credit check using TransUnion's credit reporting services. Additionally, you are required to complete and sign the attached "Personal Guarantee" form.

Credit Amount Requested: _____

SSN (of personal guarantor): _____ - _____ - _____

DOB (of personal guarantor): _____ - _____ - _____

Federal Tax ID (EIN): _____ - _____

Primary Contact:

Name: _____

Title: _____

Phone: (_____) _____ - _____ Ext. _____

Mobile: (_____) _____ - _____

Email: _____

Accounting Contact:

Name: _____

Title: _____

Phone: (_____) _____ - _____ Ext. _____

Mobile: (_____) _____ - _____

Email: _____

The undersigned requests that an account be opened with PlantRight Supply, and that commercial credit be extended, as approved. The undersigned verifies all information in this application is accurate and provided for the purpose of obtaining credit. The undersigned authorizes PlantRight Supply to make inquiries into its financial creditworthiness and to investigate any data pertaining to the credit responsibility of the undersigned, including reports from credit reporting agencies. If this application is approved, my acceptance and use of the credit so issued constitutes my agreement to all payment and other terms of credit established by PlantRight Supply including finance charges. If collection actions are required, by lawsuit or otherwise, the undersigned agrees to pay all costs of collection, including reasonable attorney's fees. PlantRight Supply reserves the right to terminate or limit the privileges hereunder at any time, including suspension of credit.

Signature

Date

Name (printed)

PERSONAL GUARANTEE

In consideration of and in order to induce PlantRight Supply ("PRS") to extend credit to _____ ("Customer"),

the undersigned _____ ("Guarantor")

hereby agrees as follows:

1. Guarantor unconditionally and absolutely guarantees to PRS, and its successors and assigns, the full and prompt payment and performance of any and all accounts receivable now or in the future owed by Customer to PRS, including collection fees and reasonable attorneys' fees incurred by PRS in collecting said accounts receivable.

2. PRS shall not be required to undertake or commence any action or suit, nor to exhaust any other remedies against Customer, prior to making any demand or invoking any action under this Guaranty. Neither the legal insolvency of Customer, nor a discharge of the obligation as to Customer under any state or federal laws, shall be a defense by Guarantor to the enforcement of this Guaranty.

3. Guarantor agrees that PRS may from time to time, without notice to Guarantor, extend, waive, renew, pledge or compromise the account receivable owed by Customer to PRS, without releasing, extinguishing, or affecting in any manner whatsoever the liability of Guarantor hereunder.

4. Guarantor agrees that this Guaranty shall be binding upon Guarantor's heirs, beneficiaries, personal representatives, successors and assigns and shall inure to the benefit of PRS and its successors and assigns.

This Guaranty shall be interpreted under the laws of the State of Missouri.

Guarantor's Signature

Date

Guarantor's Name (printed)