



**Continental Flowers Inc.**  
 8175 NW 31<sup>st</sup> Street  
 Miami, Florida 33122  
 Phone (305) 594-4214 Fax (305) 594-4215

The information provided on this application will be held in strict confidence. Please fill out completely

**Trade Class** \_\_\_\_\_ (e.g Wholesale, Mass Market, Retail) **Check One:** Corporation ( ) Partnership ( ) Publicly Held Corp: ( ) Yes ( ) No

CORPORATION NAME: \_\_\_\_\_ INCORPORATED IN THE STATE OF: \_\_\_\_\_ YEAR INCORPORATED: \_\_\_\_\_

DBA OR COMPANY NAME: \_\_\_\_\_ sales Tax #: \_\_\_\_\_ FEIN #: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

SHIPPING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SHIPPING METHOD \_\_\_\_\_

ACCOUNTS PAYABLE CONTACT: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_ EMAIL: \_\_\_\_\_

PRESIDENT: \_\_\_\_\_ VICE PRESIDENT: \_\_\_\_\_

TREASURER: \_\_\_\_\_ SECRETARY: \_\_\_\_\_

**All Non-Corporations complete the following:**

Guarantor of Account: \_\_\_\_\_ SS#: \_\_\_\_\_

Majority Partner: \_\_\_\_\_ Other Partner: \_\_\_\_\_ Other Partner: \_\_\_\_\_

Percentage of Ownership: \_\_\_\_\_ Percentage of Ownership: \_\_\_\_\_

**CUT FLOWER TRADE REFERENCES**  
**PLEASE LIST A MINIMUM OF 3 WITH 1 YEAR PAYMENT EXPERIENCE**

COMPANY NAME: \_\_\_\_\_ CITY AND STATE: \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_  
 FAX: ( ) \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_ CITY AND STATE: \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_  
 FAX: ( ) \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_ CITY AND STATE: \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_  
 FAX: ( ) \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_ CITY AND STATE: \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_  
 FAX: ( ) \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_ CITY AND STATE: \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_  
 FAX: ( ) \_\_\_\_\_

**BANK INFORMATION**

BANK NAME: \_\_\_\_\_ ACCOUNT OFFICER: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

WE HEREBY AGREE THAT ANY FAILURE TO PAY FOR MERCHANDISE PURCHASED, WHEN DUE, WILL ENTITLE CONTINENTAL FLOWERS INC., TO RECOVER FUNDS ACTUALLY DUE FROM BUYER, WITH INTEREST THEREON AT ONE AND ONE-HALF PERCENT (1.5%) PER MONTH, WITH ALL COST OF COLLECTION AND COURT EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, AND ATTORNEY FEES ON APPEAL. THIS AGREEMENT AND OTHER PROVISIONS OF THIS SALES CONTRACT SHALL BE CONTROLLED AND GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, NOT WITHSTANDING THE FACT THAT MERCHANDISE MAY BE SHIPPED, DELIVERED OR PAYABLE OUTSIDE THE STATE OF FLORIDA. VENUE FOR ANY LEGAL ACTION COMMENCED TO ENFORCE COMMENCED TO ENFORCE THE AGREEMENTS BETWEEN THE PARTIES SHALL BE DADE COUNTY, FLORIDA.

Printed Name and Title \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

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## Credit Policy

A NEW BUSINESS WHO HAS BEEN IN OPERATION FOR LESS THAN 24 MONTHS WILL NOT BE GIVEN AN OPEN LINE OF CREDIT UNTIL A PAYMENT HISTORY HAS BEEN ESTABLISHED WITH CONTINENTAL FLOWERS, INC. A PAYMENT HISTORY MAY BE ACQUIRED BY PREPAYING FOR YOUR PURCHASES. PREPAYMENTS MAY BE MADE BY A DIRECT WIRE TRANSFER OR BY A CHASHERS CHECK. TO GUARANTEE PRODUCT AND TO EXPEDITE YOUR SHIPMENTS WE RECOMMEND YOU PROVIDE A WIRE TRANSFER DEPOSIT OF \$2,000.00 TO BE CREDITED TO YOUR ACCOUNT FOR PREPAYMENT OF YOUR PURCHASES. CONTINENTAL FLOWERS INC., WILL CONSIDER YOUR ACCOUNT FOR AN OPEN LINE OF CREDIT AFTER YOU HAVE MADE A MINIMUM OF 40 PREPAYMENT PURCHASES OF \$300.00 OR MORE AND HAVE MADE PURCHASES FROM CONTINENTAL FLOWERS INC. FOR NOT LESS THAN A PERIOD OF NINETY (90) DAYS. EACH ACCOUNT APPROVED FOR OPEN PURCHASES WILL BE GIVEN AN ESTABLISHED CREDIT LIMIT BASED ON OUR INVESTIGATION OF YOUR TRADE REFERENCES AND PAYMENT HISTORY. WE WILL CONSIDER A CREDIT LIMIT INCREASE FOR YOUR ACCOUNT BASED UPON YOUR METHOD OF PAYMENT TO CONTINENTAL FLOWERS INC. CREDIT LIMIT INCREASES WILL BE APPROVED ONLY IF YOUR ACCOUNT IS CURRENT AND HAS BEEN SO FOR NINETY (90) CONSECUTIVE DAYS. CONTINENTAL FLOWERS INC., MAY REQUIRE A PERSONAL GUARANTEE BEFORE APPROVING YOUR ACCOUNT FOR AN OPEN LINE OF CREDIT, OR BEFORE A CURRENT LINE OF CREDIT CAN BE INCREASED.

**WE RESERVE THE RIGHT TO DECLINE THE EXTENSION OF CREDIT TO AN ACCOUNT OR TO CLOSE A CREDIT ACCOUNT BASED ON CREDIT WORTHINESS AND PAYMENT HISTORY**

## Payment Terms

### Payment By Invoice:

Each purchase order is shipped with an original invoice. If you choose to pay by invoice please attach your remittance advice with your payment. If your billing office requires a duplicate invoice please provide the mailing address for duplicate invoices below:

Attention:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

### Payment By Statement:

A billing statement of your monthly purchasing activity is mailed on the 1<sup>st</sup> of each month for the previous months' purchases. Our billing period is from the first day of the month through the last day of the month. The full statement amount is due on the 20<sup>th</sup> of the month. Balances not paid by the 30<sup>th</sup> of the month are delinquent and subject to a finance charge.

### Finance Charges:

Invoices over 30 days will incur a 1.5% periodic interest rate per month.

## Past Due Accounts

UNLESS OTHER ARRANGEMENTS HAVE BEEN AGREED UPON, THE FOLLOWING IS CONTINENTAL FLOWERS INC., POLICY ON ALL ACCOUNTS THAT ARE PAST DUE.

1. If your account is sixty days past due, but less than ninety days, no orders will be shipped until your account is paid in full.
2. If your account is ninety days past due, your account will be referred to our collection agency. In the event your account goes to collection, the collection and attorney's fees paid by Continental Flowers Inc., will be added to your account and you will be held liable for these charges.
3. Once your account has gone into collection all future sales must be prepaid, regardless of whether the previous balance has been satisfied in full.

## Declaration of Agreement with Credit Terms and Policies

I declare that the information provided in my application for credit is true and correct to the best of my knowledge. I have read and understand the above credit terms and policies of Continental Flowers Inc. I agree with the payment terms and credit policies and I am duly authorized to sign this agreement.

\_\_\_\_\_  
Print Name of Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Your Name and Title

\_\_\_\_\_  
Signature

**PLEASE PROVIDE US WITH A COPY OF YOUR ANNUAL RE-SALE TAX CERTIFICATE.**

## FRESH CUT FLOWER CLAIMS POLICY AND PROCEDURES

While Continental Flowers Inc., takes every possible measure to ship our customers orders with accuracy and the freshest flowers there may be occasions for our customers to make a product claim for a credit and/or a return. Should you encounter a problem with your shipment of flowers from Continental Flowers, Inc. please prepare for your call to us by using the following guidelines.

1. All flowers must be inspected upon their arrival for shipping errors or product damage. Any problems with your flower shipment must be reported to your sales representative within 24 hours of the arrival of your flower shipment.
2. If you wish to make a product claim you may do so by fax, (305) 594-4215 or you may call (800) 327-2715. When reporting your claim by fax or by telephone be sure to provide your invoice number, the invoice date, and the name of the transportation company who was responsible for shipping the product to you. Please include the box number.
3. Once you have reported your claim to Continental Flowers Inc., a Control number will be issued to you. This Control Number is not a credit but an acknowledgement of your reported claim.
4. No credit will be issued unless a written request for credit with the Control Number on it has been received by our office within 10 days from the date of issue of your Control Number.
5. The flower products for which you are making a claim must be kept in their original packaging and must be held in storage appropriate to the flowers, until we decide to have the product returned to us for our inspection or if we wish for you to discard the damaged goods.
6. Continental Flowers Inc., will pay the freight on all authorized product returns.
7. Should Continental Flowers Inc., decide not to have the product returned to us, we ask for the help of our customer in keeping flower costs down by salvaging all saleable flowers within the box or boxes of flowers in which the problem was discovered. If you deem some of the flowers to be saleable we will then pro-rate the authorized credit to you. Your cooperation in this effort is greatly appreciated.
8. When reporting a product claim, please be as specific as possible when describing the problem found with shipment of flower products. This will ensure that the problem is reported accurately to the grower in question and will help us to prevent shipping you product with future possible problems.
9. If your product claim has been approved for credit, a credit memo will then be processed and mailed to you. Absolutely, no claim will be allowed if filed after 10 days from the date of receipt of product.
10. Do not deduct a credit from your payment unless a credit memo has been issued to you.
11. Continental Flowers Inc., is not responsible for any flowers problems due to the negligence of a third party. Transportation delays must be handled directly with the freight carrier. The freight carrier will also be held responsible for boxes missing from your shipment if the number of boxes invoiced by Continental Flowers Inc., match the number of boxes shown to have been received by the freight carrier.

Signed \_\_\_\_\_

Company Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_



**PERSONAL GUARANTEE**

**To: Continental Flowers**  
**Date:** \_\_\_\_\_

For value received and in consideration of your extending to:

\_\_\_\_\_  
\_\_\_\_\_

of the City of \_\_\_\_\_ State of \_\_\_\_\_  
herein referred to as "Purchaser", the undersigned hereby guarantees payment of all accounts and indebtedness now due or to become due for all goods and merchandise heretofore or hereafter sold by us to the Purchaser, together with all costs and expenses, including court costs and reasonable attorney's fees, which we may incur in attempting to collect from the Purchaser or in the enforcement of the guarantee. This guarantee shall be enforceable against the undersigned upon failure of Purchaser.

The obligation of the undersigned hereunder shall not be discharged or affected by any extension of the time of payment, by acceptance by you of any note or security of any kind, or by any agreement affecting said indebtedness.

The undersigned hereby waives notice of acceptance of this guarantee, notice of sales made to Purchaser, notice of default by the Purchaser, notice of demand for payment and all similar notices to which the undersigned might otherwise be entitled.

Your records shall be conclusive with respect to the amount of the indebtedness and the quantity and price of merchandise sold to the Purchaser.

This guarantee shall inure to the benefit of Continental Flowers, Inc., its subsidiaries, affiliated companies, successors, and assigns and shall be binding upon successors or assigns/and heirs or representatives of the undersigned.

This guarantee shall be governed under the laws of the State of Florida and any venue for legal action shall be enforced in Miami-Dade County, Florida.

This guarantee shall remain in full force and effect until written notice of termination is received by you, but such notice of termination shall not affect the liability of the undersigned for amounts then owing.

Print Name \_\_\_\_\_

Signed: \_\_\_\_\_

SS#: \_\_\_\_\_

Date: \_\_\_\_\_



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**BANK REFERENCE FORM**

**DATE:** \_\_\_\_\_

**TO:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Dear Bank Officer:**

We are authorizing the bank to release information about our accounts outstanding, credit line and payments history to Continental Flowers, Inc. to be used explicitly for the establishment of an open account and credit line. This information is to be kept in the strictest of confidence.

Signed: \_\_\_\_\_ Company: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Bank Acct No: \_\_\_\_\_

**CHECKING ACCOUNT:**

**Returned Items:**  Yes  No  
**Satisfactory:**  Yes  No

**Opened:** \_\_\_\_\_

**Average Balance:** \_\_\_\_\_

**LOANS:**

**Opened:** \_\_\_\_\_ **High Credit:** \_\_\_\_\_ **Balance:** \_\_\_\_\_

**Secured by:** \_\_\_\_\_ **Unsecured:** \_\_\_\_\_

**Payment History:** \_\_\_\_\_

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_