



PYRAMID FLOWERS, INC.
3813 W. Doris Avenue
Oxnard, California 93030
(805) 382-8070 (800) 338-2700
Fax 805-382-8075

CREDIT APPLICATION

To: Pyramid Flowers, Inc. for the purpose of procuring and establishing credit, from time to time, with Pyramid Flowers, Inc., the undersigned Applicant furnishes the following information, including any requested financial statement. Applicant represents and warrants said information is true and correct and a true and correct statement of its financial condition as of the date of this Credit Application. Applicant authorizes Pyramid Flowers, Inc., to obtain credit and financial information concerning the Applicant at any time and from any sources. Applicant, for the purpose of inducing Pyramid Flowers, Inc., to extend credit, represents that Applicant is not insolvent as that term is defined in applicable state or federal statutes or within the meaning of the United States Bankruptcy Act. If Applicant becomes insolvent before delivery of goods, Applicant shall so notify Pyramid Flowers, Inc. A failure to notify Pyramid Flowers, Inc., shall be construed as a reaffirmation of Applicant's solvency at the time of delivery.

Applicant: Name: _____ S. S.N. or E.I.N. _____
 Address: _____
 Mailing Address: _____
 Telephone/Fax: () _____ () _____

Business: Legal Status:
 _____ Sole Proprietorship: Year Started: _____
 _____ Partnership: Limited: _____ General: _____ Year Formed: _____
 _____ Corporation: Year Incorporated: _____ State: _____ Corp. No. _____
 _____ LLC: Year Formed: _____ Termination Date (if any): _____

Business Type:
 _____ Retail _____ Wholesale _____ Other (Describe) _____

Principals/Officers/Managers:
 Name: _____ Title: _____ Residence Address: _____ Phone: _____

References: Bank: Name: _____ Branch: _____
 Account No.: _____ Officer: _____
 Address: _____
 Phone: _____
 Trade References: (Flower Purchases Made on Direct Credit Basis):
 Name: _____ Complete Address: _____ Phone: _____
 _____ () _____
 _____ () _____
 _____ () _____

Own an active California Sales Permit: Yes _____ No _____ Certificate No. _____

| ALL REAL ESTATE (HOME & BUSINESS) OF APPLICANT AND/OR GUARANTOR(S) (TITLE IN NAME OF) | DESCRIPTION/ADDRESS | PURCHASE PRICE | MORTGAGE AMOUNT | WHEN PURCHASED |
|---|---------------------|----------------|-----------------|----------------|
| | | | | |
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If Applicant is a Corporation:

Name of President _____ Signature _____ Date _____

Name of Secretary _____ Signature _____ Date _____

If Applicant is an LLC:

Name of Managing Member (if Member managed) _____ Signature _____ Date _____

Name of Manager (if Manager managed) _____ Signature _____ Date _____

PERSONAL CONTINUING GUARANTEE
(All Entity Applicants Must Have Principals Sign Personal Continuing Guarantee)
(If general partner is an entity, then personal continuing guarantee must also be signed by principals.)

The undersigned, jointly and severally, in consideration of the monthly billing privileges being extended to the above-named Applicant, and for other good and valuable consideration, do hereby unconditionally guarantee and promise to pay any and all obligations of said Applicant which in the past or may in the future be owing to Pyramid Flowers, Inc. on open account, or otherwise, including without limitation service charges and attorney's fees. The undersigned hereby waive any right to require Pyramid Flowers, Inc. to proceed against Applicant or pursue any other remedy and further waive any statute of limitations pertaining hereto. The undersigned further waive all presentment, demands of performance, notices of nonperformance, protests, notices of protest, notices of dishonor and notices of acceptance of this continuing guarantee, and further waive, and do hereby permit without notice, the incurring of modification of existing or additional indebtedness without affecting the validity or scope of the guarantee. This is a continuing guarantee, and shall remain effective for all purposes until terminated in writing by notice to Pyramid Flowers, Inc. as to indebtedness incurred after the date of receipt of said notice. It is hereby agreed and acknowledged that this is a Personal Continuing Guarantee and is accepted by Pyramid Flowers, Inc. and is entered into, governed and construed for all purposes according to the laws of the State of California with venue proper for all purposes only in Ventura County, California. No delay in the enforcement of this Personal Continuing Guarantee shall effect the liability of any of the undersigned. The undersigned agrees to pay reasonable attorney's fees incurred in the enforcement of this Personal Continuing Guarantee whether or not a lawsuit is initiated.

Executed at _____, California, this _____ day of _____, 20__.

Guarantor: _____ Guarantor: _____

S.S.N. _____ S.S.N. _____

Address: _____ Address: _____

Phone: _____ Phone: _____

Guarantor: _____ Guarantor: _____

S.S.N. _____ S.S.N. _____

Address: _____ Address: _____

Phone: _____ Phone: _____



CREDIT POLICY

Pyramid flowers' responsibility ceases once the product is accepted by the common carrier at our loading dock.

No deductions are allowed from the billed invoice without authorization. Quality problems must be reported to your sales representative with 24 hours of receipt of merchandise and followed by a written request for credit within those 5 days. A control number will be assigned at the time of notification.

Customers paying by invoice within ten (10) working days from the invoice date are entitled to a 1 % discount providing there are no invoices past due or in dispute, at which time all discount privileges will be withdrawn.

All payments are due by the 10th of the month following the date of statement, and past due 30 days as of statement date.

In the event of late payment, there will be service charge of 1 ½ % each month (18 % per year) and the account will be shipped on C.O.D. basis until past due balance is paid in full.

Any unresolved discrepancies will constitute the account being put on a permanent no ship.

All parties further agree that in the event legal action becomes necessary, the same will be filed and tried exclusively in Ventura County, California, and that all attorney fees, collections etc. will be paid for by the customer.

I / we have read the above credit policy:

AUTHORIZED SIGNATURE:

AUTHORIZED SIGNATURE:

FIRM:

DATE:



PH: 800.338.2700 or 805.382-8070
FAX#: 805-382-8075

AUTHORIZATION TO CHARGE CREDIT CARD

DATE: _____

CUSTOMERS NAME: _____

CARD HOLDERS NAME: _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

_____**VISA#:** _____ **EXP:** _____

_____**VISA#:** _____ **EXP:** _____

_____**M/C#:** _____ **EXP:** _____

_____**AMERICAN EXPRESS #:** _____ **EXP:** _____

**AUTHORIZED
SIGNATURE:** _____

TITLE: _____