



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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ALL VEHICLES & EQUIPMENT OF APPLICANT / GUARANTORS (TITLE IN NAME OF)	MAKE / MODEL / YEAR DESCRIPTION OF EQUIPMENT	LICENSE PLATE OR ID NUMBER	ACQUISITION COST	NAME OF ANY LIENHOLDERS

Will C.O.D. shipments be acceptable until credit is approved? Yes No Initial Order \$ _____
 Will financial statements be forwarded if requested? Yes No Fiscal year closing date _____
 Credit line desired \$ _____ Estimated monthly purchases \$ _____ Purchase Orders required? Yes No
 FINANCIAL: Cash on hand \$ _____ Accounts receivable \$ _____ Accounts payable \$ _____
 As of _____ Cash in bank \$ _____ Inventory \$ _____ Net Worth \$ _____

“AGREEMENT”

In consideration of, and in order to induce Pyramid Flowers, Inc. to establish an open account line of credit or to permit purchases of flowers and other material (“Merchandise”) based on the foregoing Credit Application, the undersigned Applicant promises to pay for purchases in accordance with Pyramid Flowers, Inc.’s Terms and Conditions of Sale and this Agreement. Applicant understands that Pyramid Flowers, Inc. will add a service charge of one and one-half percent (1½%) per month (eighteen percent [18%] per annum) to all past due invoices, except where prohibited by law. Applicant understands that an invoice is considered past due if not paid within thirty (30) days of Pyramid Flowers, Inc.’s invoice date, and the service charges will accrue on the 31st day, unless otherwise stated on the invoice. Applicant agrees that the actual damage to Pyramid Flowers, Inc. because of delinquent payments is difficult to estimate and that the foregoing service charge is the parties’ best estimate of such damage. Applicant does hereby agree to pay the same. Applicant further agrees to pay all expenses, including court costs, legal, recovery and administrative expenses, and attorney’s fees paid or incurred by Pyramid Flowers, Inc. in endeavoring to collect the sums due and owing by Applicant, whether or not any court proceeding is commenced. Applicant understands that this Agreement, the Credit Application and every other Order, Invoice and Confirmation, if any, shall be binding on Applicant despite any changes in Applicant’s ownership, entity status, name or otherwise, and shall be binding on heirs, successors and assigns and shall constitute the agreement of the parties with respect to each and every order placed by Applicant.

Applicant agrees to notify Pyramid Flowers, Inc. in writing of any change of ownership or status of ownership and further agrees that all charges incurred will remain the responsibility of the Applicant unless and until agreed to by Pyramid Flowers, Inc. in writing. Applicant further acknowledges and understands that this Credit Application and Agreement, and all future contracts and agreements are and shall be deemed accepted by Pyramid Flowers, Inc. and entered into for all purposes at its corporate office in the County of Ventura, State of California. The parties hereto agree that the performance of the Applicant’s obligations under the terms of this Credit Application and Agreement and all invoices and other obligations hereinafter received or incurred by Applicant is and shall be at the corporate offices of Pyramid Flowers, Inc. in the County of Ventura, State of California. The undersigned represents and warrants that the above Agreement has been fully read and that Applicant understands the same.

The Terms and Conditions of Sale attached hereto is incorporated herein by this reference and is made a part of this Credit Application and Agreement and every other Order, Invoice and Confirmation, if any, between the parties herein.

 Name of Applicant Signature Title

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

If Applicant is a general or limited partnership:

 Name of General Partner Signature Date

 Name of General Partner Signature Date

 Name of General Partner Signature Date

 Name of General Partner Signature Date

 Name of General Partner Signature Date



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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.

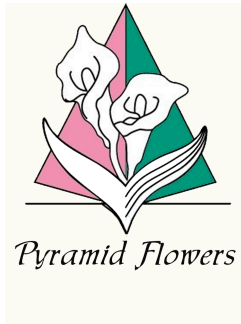
I / we have read the above credit policy:

AUTHORIZED SIGNATURE:

AUTHORIZED SIGNATURE:

FIRM:

DATE:



PH: 800.338.2700 or 805.382.8070
FAX#: 805-382-8075

AUTHORIZATION TO CHARGE CREDIT CARD

CUSTOMER

NAME: _____

CARD HOLDERS

NAME: _____

CARD BILLING

ADDRESS: _____

CITY/STATE/ZIP: _____

VISA #: _____ EXP: _____

ccid: _____

M/C #: _____ EXP: _____

ccid: _____

AMEX #: _____ EXP: _____

ccid: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

Thank you for your payment!