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WWW.FLOWERWHOLESALE.COM

Toll Free (800) 770-8353

CUSTOMER APPLICATION AND AGREEMENT

NEW CUSTOMERS: Please complete the New Customer Information Sheet and Terms of Sale. Together with a copy of your state sales and use tax license, **please fax all three documents to 301-589-4992.** Thank you for your interest in Potomac Floral Wholesale.

CUSTOMER INFORMATION

Full Legal Name: _____

Trade Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____ Cell: _____

Type of Entity	A. Corporation	B. Partner ship
(Circle one):	C. LLC	D. Sole Proprietorship

Federal Tax I.D. No.: _____

In Business Since: _____

E-mail: _____

Fax: _____

OWNERS/ PARTNERS/STOCKHOLDERS

NAME	HOME ADDRESS	HOME PHONE	SOCIAL SECURITY NO.

BANK REFERENCES

NAME/BRANCH	ADDRESS	PHONE	ACCOUNT NO.	CONTACT PERSON

By signing below, I hereby authorize the bank to release my account information to Potomac Floral Wholesale, Inc. for the purpose of making credit decisions.

 Authorized Signatory

 Authorized Signatory

 Printed Name - Title

 Printed Name - Title

MARYLAND RESALE CERTIFICATE

(NOTE: Unless this section is fully completed and signed, sales tax will be charged and collected on all orders.)

This is to certify that all tangible personal property or taxable services purchased from: PFWI are intended for resale as tangible personal property or for use or incorporation as a material or part of other tangible personal property to be produced for sale.

This certificate shall be considered as a part of each order we shall give, provided that the order bears our Maryland sales and use tax registration number, and is to continue in force until revoked.

Customer/Buyer's Name and Address for the purposes of this Resale Certificate are the same as that appearing in the beginning of this Credit Application

Signature: _____ Date: _____

Customer/Buyer's MD Sales and Use Tax Registration No.: _____

GENERAL TERMS AND CONDITIONS

Termination: This Agreement can be terminated by either party upon 30 days' written notice.

Terms of sale: All invoices are due in full by the 10th day of the month following the month in which the invoice was sent.

Finance Charges: FINANCE CHARGES WILL BE COMPUTED USING THE PERIODIC RATE OF 1.5% PER MONTH ON ALL OUTSTANDING BALANCES.

Non-Sufficient-Funds (NSF): I agree to pay NSF charges of \$35.00 for each NSF check that I tender in payment of any invoice or balance due to PFWI. A history of N.S.F. checks or past-due amounts and late payments will result in immediate suspension and/or the account being turned over to an attorney or collection agency.

Novation: This Agreement supersedes all previous agreements and understandings concerning the subject matter of this Agreement. Assignments: Customer's rights and/or duties under this Agreement may not be assigned without prior written agreement by PFWI, which may be withheld at PFWI's sole discretion.

Claims: The shipments must be inspected upon arrival. All claims must be made in writing within twenty-four hours of receipt.

Deductions: No deduction will be accepted without a proper credit memo issued.

Merger: This Agreement contains the entire agreement and understanding between the parties. No representation, statement, recital, undertaking, or promise not specifically set forth herein shall be binding on any party hereto. Furthermore, except as specifically noted otherwise in this Agreement, no modification of this Agreement shall be effective unless it is in writing and signed by all the parties hereto.

Preparation: This Agreement is a commercial agreement among business entities and shall be deemed prepared jointly by each of the parties hereto. There shall be no presumption of construction for or against any party by reason of the preparation of this Agreement.

No Waiver: Failure to insist on strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power under this Agreement at any one time or times be deemed a waiver or relinquishment of such right or power at other time or times.

Enforcement: In the unlikely event of any litigation arising out of relating to this Agreement, a party's performance under this Agreement, or any purchase and sale of PFWI products, the parties agree further that forum and venue for such litigation will be in the District Court or Circuit Court for Montgomery County, Maryland, to whose jurisdiction all parties hereby submit. All removal rights which may otherwise exist are hereby waived. If PFWI prevails in any such litigation Customer will pay PFWI'S cost of suit, including reasonable attorney's fees. The validity and construction of this Agreement will be governed by Maryland law.

WAIVER OF JURY TRIAL: The parties hereby waive, to the furthest extent permitted by law, any right to a trial by jury in any litigation arising out of or relating to this Agreement, a party's performance under this Agreement, or any purchase and sale of PFWI products, and agree that any such litigation shall be tried before a court and not before a jury.

Indemnity: Customer will indemnify and hold harmless PFWI, its directors, officers, and/or employees against all claims, damage or loss, including reasonable attorney's fees incurred, arising out of any act or omission by Customer.

Trademark: Customer will refrain from using or appropriating to itself any trade or service-mark belong to PFWI, or holding itself out as a representative of PFWI.

Changes in Terms & Conditions: PFWI reserves the right to change these Terms and Conditions by providing advance notice in writing to Customer.

UNIFORM SALES & USE TAX CERTIFICATE – MULTIJURISDICTION

(For use by a dealer who purchases tangible property for resale, or who purchases materials or containers to package tangible property for resale)

This is to certify that all tangible personal property or taxable services purchased from:

POTOMAC FLORAL WHOLESALE, INC.

are intended for resale as tangible personal property or for use or incorporation as a material or part of other tangible personal property to be produced for sale.

This certificate shall be considered as a part of each order we shall give, provided that the order bears our Maryland sales and use tax registration number, and is to continue in force until revoked.

This Certificate of Exemption may not be used by a using or consuming construction contractor as defined in the Regulations.

The undersigned dealer hereby certifies that all tangible personal property purchased from the above named supplier on and after this date will be purchased for the purpose indicated below, unless otherwise specified on each order, and that this Certificate shall remain in effect until revoked in writing by the Department of Taxation.

Please check proper box below:

- 1. Tangible personal property for RESALE only.
- 2. Tangible personal property for future use by a person for taxable LEASE OR RENTAL as an established business, or part of an established business, or incidental or germane to such business, or a simultaneous purchase and taxable leaseback.
- 3. Packaging Materials such as containers, labels, sacks, cans, boxes, drums or bags that are marketed with a product being sold and become the property of the purchaser.

Buyer's Name: _____ Business Name: _____

Address: _____

Certificate of Registration No.: _____

Kind of business engaged in by dealer: _____

I certify that I am authorized to sign this Certificate of Exemption and that, to the best of my knowledge and belief, it is true and correct, made in good faith, pursuant to the Retail Sales and Use Tax Act.

By: _____
(Signature) (Title)