



Credit Application

Terms & Conditions

Terms: Are Net 30 days unless otherwise stated. Terms are COD where credit has not been established. Delayed Payment Plan (dating) will only be extended to accounts with terms and a satisfactory payment record.

COD Shipments: COD shipments will be made to all accounts with a balance over 60 days.

Payments: We accept Cash, Check or the following major Credit Cards. American Express., Visa, MasterCard, and Discover. No additional discounts allowed on credit card payments. Credit cards taken after the initial purchase will require a signed form stating the purchaser agrees to a 2% convenience fee, charged by Griffin Greenhouse Supplies, Inc and will be charged with the balance being paid. Check Upon Request is available free of charge.

Returned Checks: Returned checks will be assessed a \$20.00 fee in addition to usual bank fees. Excessive returned checks will result in accounts placed on a cash/certified check only basis.

Late Payments: We will assess accounts with overdue balances a 1 ½% per month service charge, an annual rate of 18%. Accounts with overdue balances will be expected to pay COD until the old balance is paid.

Minimum Order: For delivery via our trucks, within our normal delivery area, we require a minimum order of \$600.00 with a \$45.00 delivery charge. Orders below the minimum of \$600.00 a surcharge of \$30.00 will be charged in addition to shipping or delivery charges. On orders shipped under \$25.00, we will add a \$5.00 small order upcharge in addition to shipping or delivery charges. We reserve the right to ship any order under minimum via UPS or common carrier.

Deliveries: All orders for delivery via our trucks within our normal delivery area must be placed at least 48 hours or two working days prior to your delivery day. There will be a delivery charge applied to our truck deliveries, except back orders. We will, at our option, delivery or prepay delivery of backordered items that were not available for a previous delivery. Please contact our Customer Service department for delivery charges for plant material.

Returns: We will not accept returns without prior approval and credit will not be issued until returned merchandise has been inspected and approved. Returns made within 30 days will be subject to a 20% restocking charge. We will not accept items for return which were specially ordered or non-stock items.

Damaged Shipments: All claims of damaged shipments including plants must be made within 48 hours of delivery. Sorry, there are no exceptions to this policy.

Sales Tax: Applicable tax will be charged unless an exemption certificate is on file with us prior to shipment. Sorry, sales tax charged prior to receipt of exemption certificate will not be refunded.

**PRICES, TERMS AND FEES ARE SUBJECT TO
CHANGE WITHOUT NOTICE.**

Please visit www.griffins.com for our current
Terms & Conditions



Please send the completed form to:
 Fax: (978) 254-0484
 Email: creditapplication@griffinmail.com

Credit Application

Business Name _____ Business Entity <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation Year Organized or Incorporated _____ Taxpayer ID _____				
Business Telephone		Website Address		
After Hours Phone		Regular Business Hours		
Fax Number		Is a purchase order required?		
Email Address		Years In Business		
Contacts	Name	Title	Phone Number	Email Address
Owner				
Accounts Payable				
Purchasing				
Mailing Address			Shipping Address	
Address			Address	
PO Bo			PO Bo	
County			County	
City			City	
State		Zip Code		
State			Zip Code	
Country			Country	
Mailing Address			Shipping Address	
Address			Address	
PO Bo			PO Bo	
County			County	
City			City	
State		Zip Code		
State			Zip Code	
Country			Country	
Sales Tax Exemption Status				
Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No		Exemption Type <input type="checkbox"/> Resale <input type="checkbox"/> Farmer <input type="checkbox"/> Other _____		
Expiration Date _____		Exemption Certificate Included <input type="checkbox"/> Yes <input type="checkbox"/> No		
<p>You will be required to provide a copy of a valid tax exemption certificate along with your tax-exempt certificate number and expiration date for each State/Local Jurisdiction where the product will be shipped.</p> <p>Your account will remain taxable until a valid tax exemption certificate is received for each state receiving shipments.</p>				



Freight Information		
Receiving Hours	Can Take a 53' Trailer	
Appointment Required	Straight Truck Only	
Liftgate Required	Customer Equipment	Type
Has Loading Dock	Access Type	
Driver Directions / Delivery Instructions and Requirements		
Bank and Trade References		
Checking Account Bank Information		
Name of Bank	Account #	
Address	Contact:	
City	Contact Email:	
State	Zip	Phone:
Savings Account Bank Information		
Name of Bank	Account #	
Address	Contact:	
City	Contact Email:	
State	Zip	Phone:
Trade References - Please provide complete information		
Name	Name	Name
Street	Street	Street
City	City	City
State	Zip	State
Phone	Phone	Phone
Fax	Fax	Fax
Email	Email	Email
Account #	Account #	Account #
Projected Credit Requirement: \$	Current Financial Statement Attached	Yes No
Acknowledgement & Signature		
<p>In consideration of the granting and extension of credit by Griffin Greenhouse Supplies, Inc. to applicant, it is hereby agreed that the applicant will promptly pay any indebtedness of the applicant to the Griffin Greenhouse Supplies, Inc. when due in the event of non-payment or discovery of the falsity of such statement, as its option, without demand or notice to applicant declare all indebtedness of applicant to Griffin Greenhouse Supplies, Inc. immediately due and payable, and interest shall accrue from the date of non-payment at the rate of 18% per annum or the maximum rate permitted by law, whichever is less. Applicant hereby irrevocably submit themselves to the jurisdiction of the Courts of the Commonwealth Massachusetts for the purpose of any suit or other proceeding brought by Griffin Greenhouse Supplies, Inc. or to enforce payment of credit extended hereunder, and expressly waive, and agree not to assert, in defense of such action, the impropriety of revenue or lack of jurisdiction; and also consent to the service of process by registered or certified mail at the address specified herein and agree that such service shall be deemed as effective as if personal service were made within the said Commonwealth. Applicant agrees to pay collection/attorney's fees and court costs should the indebtedness have to be collected by outside sources.</p>		
Signature _____	Signature _____	
Date _____	Date _____	
Applicant Name _____	Applicant Name _____	



Personal Guaranty

Acknowledgment and Signature

In consideration of the extension of credit by the Seller, herein to Buyer herein, the undersigned does jointly and severally guarantee to pay and be responsible for payment of all sums, balances, and accounts due Seller by Buyer, including collection cost, attorney's fees and court cost. The undersigned hereby irrevocably submit themselves to the jurisdiction of the Courts of the Commonwealth of Massachusetts for the purpose of any suit or other proceedings brought by Griffin Greenhouse Supplies, Inc. or to enforce payment of credit extended hereunder, and expressly waives, and agrees not to assert, in defense of such action, impropriety of revenue or lack of jurisdiction. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in form of such indebtedness, or renewals or extensions granted by the Seller, without obtaining any consent there-to, and until expressly revoked by written notice from me/us to Seller. Any such revocation shall not in any manner affect by/our liability or any indebtedness existing prior hereto. I/we do hereby waive notice of the taking action to collect or enforce payment of any obligation hereby guaranteed, with as against the Buyer or any other person primarily or liable with the Buyer, either operate as a waiver of any such right or in any manner prejudiced Seller's rights against me/us. I/we agree that in the event of any default at any time by said Buyer, Seller shall be entitled to look to me/us immediately for full payment without prior demand or notice.

Signature _____
Print Name _____
SSN# _____
Date _____

Signature _____
Print Name _____
SSN# _____
Date _____

***Failure to completely sign this agreement will delay the processing of your application.
Please fill out & sign credit release form on the next page.***

Pesticide Policy

Most of you, in the course of growing your crop, will use a product or products that have been designated "Restricted" by Federal or State statutes.

We are, by virtue of our license to sell these products, required to record your license to use these products and report that information on demand. We must have a copy of your current/valid Pesticide license on file.

No restricted products can or will be allowed out of our warehouse until that copy of your valid license has been received in our files. All chemical deliveries must be received and signed for by the license holder or they will be returned to our warehouse.

Thank You!



Credit Information Release Form

To Whom It May Concern:

I hereby authorize the release of Credit information necessary to obtain an open account with Griffin Greenhouse Supplies, Inc. A facsimile is acceptable for this request.

Name on the Account _____

Address _____

City _____

State _____

Zip _____

Name of Authorized Person _____

Signature _____

Date _____

For Office Use Only

New Account: Reviewed Account

Credit Approved: Date: _____

Customer Number: _____

Authorized By: _____

Pesticide Permit Received:

Permit Number: _____ Exp Date: _____

Sales Tax Form Received: Date: _____

Commercial Resale



PO Box 36 | 1619 Main Street
Tewksbury, MA 01876-0036
Tel: 800.888.0054



TERMS AND CONDITIONS FOR SEED AND PLANT SALES

Fax: 978.275.0484

DEFINITIONS As used herein, the term "Company" means Griffin Greenhouse Supplies, Inc.; the term "Merchandise" means the goods described on the face hereof; and the term "Purchaser" means the purchaser identified on the face hereof.

PRICING The prices for the Merchandise are subject to change without notice in accordance with the prices in effect on the date of shipment.

MINIMUM ORDER SIZE Minimum order amount is \$5. Plant orders under \$75 will incur a \$15 small-order upcharge along with delivery charges.

SHIPPING CHARGES – SEED Standard shipping for seed listed in our program will be included in the seed price on orders totaling \$75 or more, and shipped within the continental U.S. Shipping charges will be added to the invoice on orders totaling less than \$75. All special shipping requests resulting in extra charges will be added to the invoice. Drop shipments directly from the vendor are subject to shipping charges.

RETURNS AND CANCELLATIONS No Merchandise may be returned without authorization from our office. A) Plant orders are custom grown when booked in advance. Please review acknowledgments and confirmations for accuracy to prevent shortages and overages. Griffins cannot accept reductions or cancellations of plant orders once material is sown or stuck by the producer, Product ownership has transferred to the customer at that time. To review vendor specific cancellation terms go to www.griffins.com/plantcancellationpolicy B) Seed orders: The Company will accept return of seed orders for credit pursuant to the following conditions: (i) Seed packages must be returned in the same condition within 30 days of ship date. (ii) No opened or altered seed packages will be accepted for return. (iii) No special-order seed will be accepted for return. (iv) No direct-ship seed, New Guinea impatiens, Primed or PreNova 2.0 seed will be accepted for return without prior authorization. (v) Seed returns must be shipped in protected packaging. (vi) Purchaser must notify the Company's Customer Service department prior to return of all seed orders. (vii) Purchaser is subject to a 20% restocking fee for non-compliant seed returns.

SHIPMENT, RISK OF LOSS AND TITLE Shipments of the Merchandise hereunder are F.O.B. the Company's facility; the Purchaser assumes all risk and liability for loss, damage or destruction after delivery of the Merchandise to the carrier.

CLAIMS All plant deliveries must be inspected upon receipt. Any damage or quality issues must be reported with photos within 24 hours. The Company may request that you plant the usable material with notification of total losses at a later date. In the case of visible shipping damage upon receipt from FedEx/UPS, damage must be noted on your freight bill and signed by the carrier's agent (driver). You must contact the Company within 24 hours to report your claim, at which time we will advise if you need to file the claim directly with the carrier, or if we will handle the claim. Damage that is not visible until the boxes are opened must be reported within 24 hours of receipt. A customer's lack of notification allows the Company to reserve the right to deny credit. The Company will request replacements whenever possible, subject to availability. Any visible damage, whether detected upon delivery or after shipments are opened, must be documented with photographs.

PAYMENT We accept cash, check or the following major credit cards: American Express, Visa, Master Card and Discover. The Company also accepts checks via fax, when submitted with the Company's Check by Fax Authorization form. New customers paying via credit card for the first time on orders of \$1,000 or more, but have not applied for credit terms, must complete a Credit Card Authorization Form for each cardholder on the account. Credit card payments do not qualify for payment discounts, e.g., 1% 10 Net 30. The Company will apply a 2% convenience fee to the balance on invoice payments made with a credit card; the 2% convenience fee will be waived for orders paid in full with a credit card at time of booking. Plant and seed orders cannot be shipped COD due to the perishable nature of the product. COD orders for live plants must be paid in full prior to the start of production by the young plant producer. We, therefore, require payment at the time of booking, unless you have approved credit with the Company. The order will not be placed with our supplier until payment is received.

FINANCE CHARGES A 1½% per month service charge is added on all overdue accounts. This is an 18% annual charge. **TAXES** Appropriate state tax will be charged based on the location of delivery. All items will be charged sales tax unless we have your tax exempt number on file. In compliance with the law, we must charge the tax on all items which the state designates as taxable, even though you have provided us with your sales tax number.

PICTURE DISCLAIMER The Company strives to provide the most accurate rendition of the varieties contained within. However, we rely on our suppliers to have plants correctly labeled for our photography and on images they provide to us. The Company cannot be held liable for incorrect entries, and all pictures and variety names should be verified with the vendor and breeder catalogs. Recommendations made by the Company are compiled from recognized horticultural sources. We are not responsible for damage or losses that occur through secondary parties.

EXCUSABLE DELAYS Any delivery dates agreed to by the Company are only approximate and are subject to reasonable variation. In any event the Company shall not be liable for delays or for failures in performance or default in delivery arising out of or resulting from causes beyond its control. In no event shall the Company be liable for any damages, incidental, consequential, special or otherwise, arising out of any failure to deliver any merchandise to the Purchaser, any delay in delivery thereof, or any rejection or revocation of acceptance thereof by the Purchaser.

PROHIBITION ON REPRODUCTION OR RESALE OF SEEDS The Merchandise is to be used solely in the production of crops. The Purchaser must under no circumstances make use of the Merchandise for further reproduction or any other form of multiplication. After grading, calibrating, pelleting or treating in any other way the Merchandise, the Company's warranty shall be void and of no further force and effect. The Purchaser must undertake to impose the prohibition laid down in this section on its own buyer on the understanding that they will also do the same for their subsequent customers. The Merchandise is not intended for retail sale; resale is strictly prohibited.

WARRANTIES Crop yield and quality are dependent upon many factors beyond the control of the Company and NO WARRANTY is made for crop yield and quality. The Company warrants only that all seeds, bulbs, plants or merchandise sold have been labeled as required under applicable state and federal seed law and the seeds, bulbs, or plants conform to the label description which recognized tolerances. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR UNDERWRITTEN, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL. No

BREACH OF WARRANTY, BREACH OF CONTRACT, OR NEGLIGENCE (INCLUDING BUT NOT LIMITED TO INCIDENTAL OR CONSEQUENTIAL DAMAGES) SHALL BE LIMITED TO REPAYMENT OF THE PURCHASE PRICE.



claim shall be asserted against the Company unless the Purchaser reports to the Company within a reasonable period after discovery (not to exceed 30 days any condition that might lead to a complaint.) THE PURCHASER'S EXCLUSIVE REMEDY FOR ANY CLAIM OR LOSS RESULTING FROM

Acknowledgment Email Information Form

Knowing the importance of more timely communication and to promote Griffin's continuing efforts towards more eco-friendly business practices, we have implemented the ability to email order acknowledgments directly to you.

In order to begin this service, we ask that you provide us with the email address that you would like the acknowledgments sent to.

Seed Acknowledgments:

Email Address: _____

Non-Seed Acknowledgments:

Use seed email address

Email Address: _____

Opt out of email acknowledgments:

I do not wish to take advantage of the email program. Please send me hard copies of the acknowledgments.

Please include this form with faxing or mailing your completed Credit Application

Please send the completed form to:
Fax: (978) 254-0484
Email: creditapplication@griffinmail.com

Please be assured that your email addresses will not be used or distributed for any other purpose.



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