

MERCER BOTANICALS, INC. CREDIT APPLICATION



In order that we can extend 30 day credit terms, please complete this form and return it to us by fax (352) 735-9796 or by e-mail to chris@mercerbotanicals.com

This will then be assessed using the criteria below:

PART A:

Company Name		
Contact Name		
Business Address		
City	State	Zip
Phone / Fax		
Email		
Sale Tax #		Years in business
Type of Business: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation		
Mailing Address (if different from above)		
City	State	Zip
Amount of credit requested: \$		

Trade References:


Firm Name:	Contact Name:
Phone Number:	Fax Number:
Firm Name:	Contact Name:
Phone Number:	Fax Number:
Firm Name:	Contact Name:
Phone Number:	Fax Number:

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Principles:

Name:
Address:
Title:
SSN:
DOB:

Terms of Sale:

	<p>2% - 10days, net 30 days unless otherwise indicated. Account becomes delinquent in 45 days from date of sale. Monthly service charge of 1 ½% will be assessed on the delinquent account.</p> <p>In the event that it shall become necessary to collect any outstanding amounts owed to Mercer Botanicals, Inc. the purchaser agrees to pay all costs thereof, including reasonable attorney's fees; the venue to be Orange County Florida. The undersigned certifies the above information to be correct, that it is submitted for the purpose of obtaining credit and agrees to all the terms and conditions of sale.</p>
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We confirm that to the best of our knowledge the information provided on this form is correct.

Signature: _____ Date: _____

Name (Print): _____ Job Title: _____

CONTINUING & UNCONDITIONAL PERSONAL GUARANTEE

PART B:

In consideration of the extension of open account credit payment terms granted by Mercer Botanicals, Inc. (hereinafter called Creditor) to (full legal name of company): _____ (hereinafter called Buyer), as may otherwise be agreed upon or de facto extended now or in the future, we, the undersigned Guarantor(s) agree(s) to personally, jointly and severally guarantee full payment when due, in lawful U.S. dollars, upon terms, maturity, acceleration or otherwise, of any and all indebtedness of the Buyer, upon demand by the Creditor.

The word "indebtedness" is used in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Buyer as they appear at time of demand or thereafter upon discovery. The Guarantor(s) unconditionally guarantee(s) payment of any and all indebtedness of the Buyer in the event of dissolution, insolvency or business failure. In the event it becomes necessary to place the account with an attorney and/or third parties for collection of any unpaid balances, the Guarantor(s) agree(s) to pay all costs and expenses including pre and post judgment reasonable attorney fees, collection costs, interest and appellate proceeding fees.

This guarantee shall remain in full force and effect until revoked in writing, sent by certified mail and received by the Creditor at PO Box 1328, Zellwood, Florida, 32798. Such revocation shall not in any way affect obligations incurred prior to Creditor's receipt. This joint and several guarantee will be binding against the Guarantors, their heirs, successors or assignees who expressly waive the Statute of Limitations, formal demand and any other legal defense available by law. The venue for enforcement of this guarantee shall be any court of competent jurisdiction in Orange County, Florida. The Guarantor(s) waive (s) any right to a trial by jury.

Guarantor Signature

Guarantor Signature

Printed Name of Guarantor

Printed Name of Guarantor

Date

Date