



Section 1: General Information:

Company Name _____ Date _____

TAX ID _____ Division of D/B/A or A/K/A _____

Street Address: _____

Telephone _____ Fax _____

E-Mail _____

Date Business Started dd _____ mm _____ yyyy _____

Company Structure: Corporation _____ LLC _____ Partnership _____ Proprietorship _____

Name of other businesses with in this trade? _____

_____ Location _____

Sales Tax No. _____ Occupational License No. _____

Federal ID No. _____

Section 2: Contact Information

General Manager: _____

Main Line & Fax _____

Mobile Phone: _____ e-mail Address _____

Home Phone Number: _____ Home Address: _____

Purchase Department Contact: _____

Main Line & Fax _____

Direct Phone _____

E-mail Address _____

Section 3: References

Name: _____

Job Title: _____

Signature: _____

Commercial References

1. Company Name _____

Phone & Fax _____

Contact Person _____

Address _____

Email Address _____

Credit Limit: _____



2. Company Name _____

Phone & Fax _____

Contact Person _____

Address _____

Email Address _____

Credit Limit: _____

3. Company Name _____

Phone & Fax _____

Contact Person _____

Address _____

Email Address _____

Credit Limit: _____

Date this form was filled:

DD _____ **MM** _____ **YYYY** _____

**** Name, title and Signature of the person who filled this form:**

TERMS AND CONDITIONS OF SALE AND EXTENSION OF CREDIT

These terms and conditions of sale and extension of Credit must be accepted and signed by the customer, as a one of the requirements to be approved a credit limit with CI FAGUAFLOWERS S.A,

However the signature and acceptance of these terms and conditions of sale and extension of Credit does not mean an obligation for CI FAGUAFLOWERS S.A., to approve a credit limit

1. PAYMENTS: Terms of credit are net 7 days from invoice date unless otherwise agreed upon in writing. Accounts not paid within terms will be considered delinquent.

2. DEDUCTIONS: No deduction on payment will be accepted without proper authorization.

3. INTEREST: A Late payment charge of 1.5% per month (18% per annum) of the maximum allowed by law, whichever is greater, will be added or may be added on any amount which becomes past due more than 15 days from the net due date appearing on each invoice and thereafter on delinquent amounts until paid.

4. CREDITS & CLAIMS

A. Any quality problem must be reported within 24 hours of receipt of merchandise in question.

B. **CI FAGUAFLOWERS S.A,** accepts no liability for damage in transit. Title and ownership are passed to the buyer when the flowers are delivered to the designated carrier.

C. All flowers must be **INSPECTED UPON ARRIVAL.**

D. **NEVER** discard or destroy your problem flowers without proper authorization. We often request that they be returned at our expense.



E. NEVER return product without the proper authorization.

5. COLLECTIONS: In addition to all other charges and remedies, in the event of default in payment, **CI FAGUAFLOWERS S.A.,**

shall be entitled to recover all cost of collection, including reasonable attorney's fees, court cost, default interest and the highest rate permitted by law and such other and further relief as may be proper.

6. COURT JURISDICTION Any suit which arises from an extension of credit by **CI FAGUAFLOWERS S.A.,** shall be instituted and maintained in any court of competent jurisdiction in Miami-Dade County and shall be governed by Florida Law.

7. RETURN CHECK CHARGE Any checks not honored by the bank, shall be subject to bank charges each time the check is returned. Future sales may be subject to cash terms.

8. CHANGE IN TERMS/CONDITIONS: Should credit extension be granted, all credit shall be extended at the sole discretion of **CI FAGUAFLOWERS S.A.,** reserves the right to change these terms and conditions or to terminate an account at any time.

The terms and conditions of this application shall, upon extension of credit by **CI FAGUAFLOWERS S.A.,** constitute an agreement of sale. I understand and accept the above terms and conditions and have provided true information to the best of my knowledge. I further authorize **CI FAGUAFLOWERS S.A.,** to verify any and all references that may be required to determine our credit capabilities and to request relevant information from credit reporting agencies. I agree to inform of any changes in legal status of the company and to provide an updated credit application as may be requested periodically. I also understand that the completion of this form does not guarantee an open account. I understand that failure to enforce any of the terms set forth does not constitute a waiver of these terms in the future.

I certify that under the penalty of perjury that the statements contained in the application are true and correct and, understand that **CI FAGUAFLOWERS S.A.,** intends to rely on all of the information presented in this application in determining the firm's creditworthiness. In my capacity as an officer, partner, agent or owner, I am authorized to sign this credit Application and agree to the above terms and conditions of sale and extension of credit.

Name _____ Title _____

Date Signed dd ____mm ____ yyyy _____

(Please type or print name)

****Signature** _____

PERSONAL GUARANTEE

IN CONSIDERATION OF ANY CREDIT EXTENDED, I (WE OR EITHER OF US) WILL INDIVIDUALLY AND/OR JOINTLY GUARANTEE FULL AND PROMPT PAYMENT OF ALL INDEBTEDNESS BY: _____ INCURRED FOR MERCHANDISE FURNISHED BY **CI FAGUAFLOWERS S.A.,** PLUS SERVICE CHARGES AND COLLECTION COSTS, INCLUDING ATTORNEY FEES WHERE APPLICABLE. THIS GUARANTEE SHALL BE CONTINUING AND THE FULL AGREEMENT OR GUARANTOR(S) AND IS NOT SUBJECT TO AND ORAL CONDITIONS.

SIGNATURE: _____ TITLE: _____ DATE: _____

Thank you for your interest in doing business with CI FAGUAFLOWERS S.A.,