



1695 Niagara Stone Road, R.R. #2,
Niagara-on-the-Lake, ON L0S 1J0
Tel: 905-468-3217 Fax: 905-468-7271



390 York St
Strathroy, ON N7G 2E5
Tel: 519-245-4430 Fax: 519-245-2804

CREDIT APPLICATION

Date _____

Business Information

Trade Name _____

Legal Corporate Name _____

Head Office Address _____

Mailing Address (RR #, or PO Box #) _____

City _____ Prov./State _____ Postal/Zip Code _____

Telephone #. _____ Fax #. _____

Cell #. _____ Email Address _____

Website _____

Name of Owner/Partner or General Manager _____ Title _____

Contact Name for Purchasing _____ Tel. # _____ Ext. _____

Contact Name for Accounts Payable _____ Tel # _____ Ext. _____

Customer Classification

Garden Centre Wholesale Grower Landscaper Nursery Other

Fruit Tree Grower Member of Buying Group (please indicate) _____

Shipping Information

Same as above, OR, please list all delivery locations with any special delivery instructions.

1. Location: Street # _____ Street Name _____ City/Town _____

Prov./State . _____ Postal /Zip _____ Tel: _____ Fax _____

Delivery Instructions _____

2. Location: Street # _____ Street Name _____ City/Town _____

Prov./State . _____ Postal /Zip _____ Tel: _____ Fax _____

Delivery Instructions _____

BUSINESS

Year Business commenced

Premises are: Owned Leased

Approximate monthly requirements \$

TAX CODES**Canada**

GST or HST Registration #

United States

Federal Tax I.D. # _ _ _ - _ _ _ _ _ _ _ _

BANKING

Bank Name

Branch Address

Account No

Line of Credit Limit \$

Account Manager Name

Telephone #.

Fax #

CREDIT REFERENCES

(include at least 2 major nurseries)

Name

City

Fax #

Name

City

Fax #

Name

City

Fax #

Name

City

Fax #

Office Use Only

Customer Bill To #

Credit Limit - \$

On Hold – (circle) Y or N

Finance Charges – Y

Volume Discount - %

Line Discount – 0%

Invoice Due Net – 30 days

Invoice Due On – 0

Cut Off Day is – 0

Discount Days – 15

Discount – 2%

Tax Code

US Tax Code

Sort Name -

Ship To #

SALES REP

Sales Rep Name

Referred By

Sales Type: Regular House US Account

Territory Code

Approved By:

Input Audited By:

FOR CORPORATIONS

Copy of Charter Attached Yes No

Full Corporate Name as it appears on the Charter

Director's Names	Office Held e.g. President, Treasurer, etc
1	
2	
3	
4	

FOR PARTNERSHIPS

Partner's Name	Birthday DD/MM/YYYY	SIN # or Social Security

****Complete this part for parties listed above under Corporations or Partnerships

Residential Address	Postal Code/ZIP	Home Telephone
1		
2		
3		
4		

FOR SOLE PROPRIETORSHIPS

Proprietor's Full Name	
Residential Address	
Date of Birth	
SIN # or Social Security	

AGREEMENT

The applicant(s) authorize(s) the suppliers and bank to provide us with credit and financial information, and acknowledges our right to obtain such commercial and consumer reports from a credit reporting agency as may be required from time to time. The applicant(s) also authorize(s) us to obtain any personal credit information deemed necessary.

The undersigned certifies that the information provided above is true and complete and acknowledges that this information will be used to determine the creditworthiness of the applicant.

If the requested credit is granted, the applicant agrees to the terms and conditions of sale outlined in our Wholesale Trade Lists.

Signed: _____

Date: _____

Signed: _____

Date: _____

GUARANTEE FOR GOODS SOLD
Unlimited and Continuing

To: MORI NURSERIES LIMITED and/or DOWNHAM NURSERIES (1993) INC.

In consideration of your selling goods at any one time or from time to time hereafter to

.....
(Name of corporation as it appears on the corporate charter)

(the Debtor) on such terms of credit as you shall think fit, I/we guarantee to you the payment of all moneys which are now or which shall at any time hereafter be due to you by the Debtor, and also due payment of all commercial paper which may at any time hereafter be due to you by the Debtor or held by you upon which the Debtor shall or may be liable.

You shall have the right at any time after the first shipment of goods to refuse further credit to the Debtor, to release any and all collateral or other securities, and to extend the time for payment to the Debtor or to any person liable upon any collateral or other security which you may at any time hold, and to compromise or compound with him/her or them, without notice to me, and without discharging or affecting my liability.

This guarantee shall extend to and inure to your benefit and to the benefit of your successors and assigns, and shall extend to and be binding upon the undersigned and his/her heirs, executors, administrators, estate trustees, legal representatives, successors and assigns.

This shall be a continuing guarantee, and shall remain in full force and effect until I/we notify you in writing of its cancellation, whereupon I/we agree to pay you whatever may then be due or accruing due to you by the Debtor.

I/we further attest that any copy of this guarantee transmitted to you by facsimile or other electronic or mechanical means shall be as binding and enforceable as the original document.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand

this.....day of..... two thousand and.....

SIGNED, SEALED and DELIVERED
In the presence of:

(Witness)

.....
(print name of witness)

_____ (Seal)
(Guarantor 1)

.....
(print name)

_____ (Seal)
(Guarantor 2)

.....
(print name)

Terms and Conditions

Mori Nurseries Ltd. is located at 1695 Niagara Stone Road, R.R. #2, Niagara-on-the-Lake, Ontario L0S 1J0. MoriStar Perennials is located at 936 Line # 6, Niagara-on-the-Lake, Ontario L0S 1J0.

Prices

Prices shown in the Price List are based on current market conditions at time of publication. Canadian and U.S. currencies are currently at par but subject to change without notice.

Our Nursery and Perennial Reference Guides are intended for those engaged in the business of buying and selling nursery stock. Prices listed are F.O.B. Niagara-on-the-Lake (NOTL) and are subject to change without notice. Landscape orders are welcome with Terms and conditions based on volumes. Please contact your Sales Representative.

Grading

All nursery stock is graded in accordance with the 'Canadian Standards for Nursery Stock' set by the Canadian Nursery Landscape Association.

Orders

Mori Nurseries Ltd. sets a pricing structure that realistically reflects wholesale levels.

- To be efficient and keep our pricing competitive, we have a two-level pricing structure for our 1, 2 and 3 gallon nursery stock. No split shipments will be allowed.
- Spring booking orders are entered as they are received and **Order Acknowledgments** are mailed to acknowledge receipt of your order.
- **Order Confirmations** are sent out in late winter to early spring confirming your order. Our goal is to fulfill our customers' needs and to accomplish this we reserve the right to substitute as required.
- It is important that our customers check their acknowledgments and confirmations carefully, as substitutions may occur at these times, based on stock availability.
- Please advise your Sales Representative of any unacceptable substitutions.
- Orders booked are subject to being voided, in whole or in part, at any time in the event of crop loss or conditions beyond our control.
- Spring orders will not be shipped until the previous season's account is paid in full, including all service charges.

Shipping

We regularly ship nursery stock across Ontario, Quebec and the Atlantic Provinces, as well as the New England and Great Lake states.

- Shipping of plant material is coordinated through your salesperson. We respectfully request 48 hours notice to prepare your order.
- All outbound shipments are F.O.B. NOTL, and all stock travels at the cost of the purchaser.
- As we use common carriers, truck drivers are unable to unload trucks.
- To service our customers as efficiently and cost effectively as possible, there are often multiple customer stops on a truck. It is important that shipments are unloaded within a reasonable amount of time so all customers receive their orders on the day scheduled.
- If stock has not been unloaded within two (2) hours a wait surcharge may occur.
- For any deliveries requiring two days or more of travel time, temperature recorders may be included in most climate controlled trucks for your protection.

Order Pick Up

Please contact your Sales Representative to arrange pick up of orders.

Credit Terms and Payment

- Payment is net and due 30 days after receipt of shipment for those customers with established credit.
- Invoices over 30 days will be charged a compounded monthly rate of 2%, (equivalent annual rate of 26.82%).
- Should eligible invoices go over 60 days, they will not qualify for the Volume Rebate Program.
- For new customers, credit applications may be requested by calling the office or the Sales Representative under whose territory your business is located.
- For those customers without established credit, payment is required in full prior to shipping.
- Mori Nurseries does not ship C.O.D.

Disclaimer

We reserve the right to restrict or amend our credit terms and conditions of sale at any time.

Taxes

All applicable provincial & federal taxes will be charged on all products and delivery charges. For our United States customers, we require a Federal Tax ID Number.

Claims

At Mori Nurseries Ltd. we are very proud of the high quality of our stock and the never-ending efforts to make our service the standard in the industry. We do realize that occasionally things are not as they should be. On these occasions, our customers have reason to file a claim. In order to process your claim efficiently, please follow these guidelines:

- At the time of delivery, all claims for shortages, overages, damages and other discrepancies must be clearly written on the driver's copy of the delivery receipt. Please call the office before the truck leaves.
- Claims that occur after the shipment has been received must be reported in writing (email or fax) within 24 hours to your Sales Representative.
- Claims against viability of plants shipped while dormant in early spring must be made within 45 days of receipt of shipment. Any claims reported after the 45 day period will be respectfully declined.
- Claims must be submitted in the same year as the plants were received. Claims for plant material after this time will be respectfully declined.
- When reporting, please refer to the order/invoice number and be specific as to the plant variety and size, number and reason for claim to your salesperson. Please discuss with your Sales Representative any material you are submitting a claim against.
- Returned stock that is saleable is subject to a restocking charge of 10%. Please discuss with your Sales Representative before returning stock.

Guarantee

We guarantee that all stock is true to name and in good condition when it leaves Mori Nurseries Ltd. We hold ourselves in readiness, with proper proof, to replace any nursery stock or refund the original amount should it not be as represented. Under no conditions are we liable for more than the original invoice amount.

After re-sale, we are not responsible for nursery stock that does not grow as it is subject to conditions beyond our control.

We are not responsible for damage that occurs due to delays in transit.

Sales Volume Rebate Program

A volume rebate program is available on an annual basis from August 1st to July 31st. Payment of the rebate will be made the last week of October. Payment will show as a credit note applied to customer accounts and may be used against next year's purchases. Mori Nurseries Ltd. retains the right to

determine eligibility in the program. The Sales Volume Rebate Program may be amended, modified or terminated at any time upon giving written notice.

All nursery stock is eligible for the Sales Volume Rebate; however net priced items do not qualify for the rebate but count towards the yearly sales volume total. Items that do not qualify for the rebate program are service charges, delivery charges and taxes. Eligible invoices paid in excess of 60 days will not qualify for the volume rebate. Payment of the rebate will only be made provided the account is current, including any and all service charges.

Volume Rebates

Total Purchase	Rebate
\$ 15,000-19,999	5%
\$ 20,000-27,499	6%
\$ 27,500-34,999	7%
\$ 35,000-49,999	8%
\$ 50,000-74,999	9%
\$ 75,000-99,999	10%

For additional details, contact your Sales Representative.

Pre-priced Tags

We offer a very competitive Pre-price tag program. We will pre-price your plant material with your retail prices. As well, we can customize your MoriStar perennials tags with your garden centre logo. Please ask your Sales Representative for details.