



WILSON ORCHARD AND VINEYARD SUPPLY, LLC

APPLICATION FOR CREDIT ACCOUNT

CREDIT AMOUNT REQUESTED \$ _____ WILSON SALESPERSON _____

Applicant is a:	Corporation	Partnership	Individual	Other
Applicant Name				
Street Address			Phone:	Fax:
City	State	Zip	Social Security or Tax ID#	

Are there any other business names (DBA) that you use or will use in conjunction with this application? YES NO

If yes, please list here _____

List all Principals (including Stockholders), Officers, partners and Owners

Name	Title			Social Security No.
Home Street Address	City	State	Zip	Phone Number

Name	Title			Social Security No.
Home Street Address	City	State	Zip	Phone Number

Name	Title			Social Security No.
Home Street Address	City	State	Zip	Phone Number

Do you require PO Numbers? Yes ___ No ___ Authorized signers only? Yes ___ No ___

Names _____

Bank Information				
Name of Bank	_____			
Phone #	_____			
Address	City	State	Zip	_____
Account No.	_____			

Trade References

1) Name _____ Phone) _____

Fax # _____ Address _____

2) Name _____ Phone) _____

Fax # _____ Address _____

3) Name _____ Phone) _____

Fax # _____ Address _____

CREDIT TERMS AND POLICIES

These Credit Terms and Policies ("Credit Terms") are entered into by and between Wilson Orchard and Vineyard Supply, LLC ("Seller") and the undersigned applicant ("Applicant") as of the date written below. The Parties hereby agree as follows:

1. All sales of good and services will be subject to those certain Terms and Conditions of Sale [attached hereto as Exhibit "A"].
2. If credit is approved, Applicant will be obligated to pay for all goods purchased, regardless of the outcome of any anticipated sale of those goods by Applicant. Invoices are to be paid in full, unless partial payments have been approved in writing by an authorized representative of the Seller. Additionally, Applicant will be obligated to pay all invoices in full regardless of his/her negotiated Credit Limit.
3. Seller may apply any payments received at its sole discretion unless specifically directed by buyer with payment advice.
4. These credit terms shall be governed by, and construed in accordance with, the internal laws of the State of Washington, without regard to its conflict of laws rules. Applicant hereby irrevocably agrees that all disputes arising out of or relating to these Credit Terms shall be resolved only by the State or federal courts located in Yakima County, Washington. Applicant hereby consents and submits to the exclusive jurisdiction and venue of such State and federal courts and waives any objection or right to contest said jurisdiction or venue or that any such action or proceeding was brought in an inconvenient court. Notwithstanding the foregoing, any dispute between Seller and Applicant may, at the option of Seller, be submitted for resolution through binding arbitration. Applicant shall reimburse Seller for all collection costs, court costs, administration costs, investigation costs, attorneys' fees and all other incidental costs, charges or expenses incurred in the collection of past due amounts or otherwise arising from any breach by Applicant of its obligations to Seller.
5. If any provision or provisions thereof are declared to be void, such provision or provisions shall be deemed and hereby are severed from this document which shall remain in full force and effect.

I declare the information on this application is true and correct, and I authorize Wilson Orchard and Vineyard Supply, LLC to contact my bank, trade references, and make any other Credit Inquiries it deems necessary to verify my credit worthiness. Additionally, I authorize the aforementioned agencies to release this information to Wilson Orchard and Vineyard Supply, LLC. I understand and agree to these Credit Terms as evidenced by my signature below.

Applicant indicates agreement with Seller's terms and policies by signing below.

Signature _____

Date _____

Printed Name _____

Continuing Personal Guarantee

To induce Wilson Orchard and Vineyard Supply, LLC to extend credit to the named Applicant and in consideration thereof, the undersigned, and if more than one, each of them jointly and individually unconditionally personally guarantee the obligations of the Applicant to Wilson Orchard and Vineyard Supply, LLC including, but not limited to the prompt payment of all present and future indebtedness, whether secured or unsecured, on an open account or a job account, regardless of the credit limit, and and regardless of how the indebtedness was incurred. This shall be an open, unlimited and continuing guarantee in effect until the undersigned has notified Wilson Orchard and Vineyard Supply, LLC in writing of its cancellation; even in the event that the Applicant shall incorporate, but such cancellation shall not alter any obligation incurred prior to receipt of such written notice by Wilson Orchard and Vineyard Supply, LLC. The undersigned further agrees to pay all costs, expenses, and attorneys' fees incurred in the enforcement of the continuing guarantee, or in the enforcement of any obligation as a result of the extension of credit including, but not limited to, the collection of any indebtedness whether or not suit is filed. This agreement shall bind the heirs and personal representative of the undersigned. This Continuing Guarantee shall be governed by the laws of the State of Washington, or at the sole discretion of Wilson Orchard and Vineyard Supply, LLC the laws of another state, and choice of venue shall be at the sole discretion of Wilson Orchard and Vineyard Supply, LLC. In case this instrument is signed by more than one party, it is to be construed as the joint and individual obligations of all signing parties.

By signing below you are agreeing to be a Personal Guarantor

I personally guarantee payment of this account as set forth above on behalf of my marital community.

Signature _____ Print Name _____ Date _____

I personally guarantee payment of this account as set forth above on behalf of my marital community.

Signature _____ Print Name _____ Date _____

Wilson Orchard and Vineyard Supply, LLC

TERMS AND CONDITIONS OF SALE

1. Products and Services. All sales of products and services (respectively, “**Products**” and “**Services**”) from Wilson Orchard and Vineyard Supply, LLC, a Delaware limited liability company (“**Seller**”) to you, the purchaser of such Products and Services, your affiliates, and the end user of the Products (collectively, “**Buyer**”) are subject to these Terms and Conditions of Sale (“**Terms**”), the sales order issued by Seller upon acceptance of the order for Products and/or Services, if any (“**Sales Order**”), and the Project Addendum, if any (collectively, the “**Agreement**”). In the event of a conflict between these Terms and any term of a Sales Order or a Project Addendum, precedence between such documents shall be determined in the following order: (i) the Sales Order shall be given the highest precedence; (ii) followed by the Project Addendum; and (iii) finally, these Terms. No order is binding upon Seller until received and accepted by an authorized representative of Seller. Seller accepts an order by issuing a Sales Order or by beginning to fulfill the order. NO ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS, OR ANY MODIFICATIONS, CHANGES OR AMENDMENTS TO THE AGREEMENT SHALL BE BINDING ON SELLER, EXCEPT THOSE THAT AN AUTHORIZED REPRESENTATIVE OF SELLER EXPRESSLY AGREES TO IN WRITING. Any additional or different terms or conditions already or hereafter proposed by Buyer on any purchase order, in any other writing or communication, or otherwise, shall not apply unless otherwise acknowledged and accepted by the Seller in writing. The lack of specific objection by Seller to any additional, modifying or deleting provisions contained in any communications from Buyer shall not be construed either as a waiver of the terms of the Agreement or as an acceptance by Seller of any deviation from the terms of the Agreement.

2. Payment Terms. Buyer agrees to pay to Seller the amounts set forth in Seller’s invoice. Payment under each invoice is due by the 10th day of the month following the month in which the Products or Services were purchased, unless otherwise noted on the invoice. Any payments not made when due will accrue interest at the lower of a rate of 1.5% per month or at the highest rate permitted by applicable law. Buyer shall reimburse Seller for all reasonable expenses, including attorneys’ fees and court costs, incurred in enforcing the collection of any amount past due. In addition to all other remedies available under the Agreement or at law, Seller is entitled to suspend the delivery of any Products or the provision of any Services, under this Agreement or any other Agreement between the parties, if Buyer fails to pay any amount when due hereunder and such failure continues for 5 days following notice thereof.

3. Warranty. Seller makes no warranties of any kind with respect to Services. Products are manufactured by a third party, and Seller makes no warranties of any kind with respect to Products. Any warranties made or given by such third party manufacturers for the Products which are assignable by their terms are hereby assigned by Seller to Buyer. If any warranties made or given by such manufacturers are not assignable, Seller shall use reasonable commercial efforts to enable Buyer to receive the benefit from such warranties. **SELLER MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, WITH RESPECT TO PRODUCTS AND/OR SERVICES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHER WARRANTY OF QUALITY.**

4. Shipment; Delivery. Unless otherwise expressly agreed in a Sales Order, all Products are delivered Ex Works (INCOTERMS 2010) Seller’s facility. If Products are delivered Ex Works, Seller will provide notice, verbally or in writing, to Buyer that the Products are available for shipping at the delivery point (the “**Availability Notice**”). Buyer shall take delivery of the Products within a reasonable period of time from the date of the Seller’s Availability Notice. If, for any reason, Buyer fails to accept delivery of any Products within a reasonable period of time from the date of the Availability Notice, or if Seller is unable to deliver the Products within such period because Buyer has not provided appropriate

instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Buyer; (ii) the Products shall be deemed to have been delivered; and (iii) Seller, at its option, may (a) hold the Products until Buyer takes delivery; or (b) choose a carrier and ship the Products to Buyer, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, shipment and insurance). Seller will use reasonable efforts to comply with the delivery date(s) specified in the applicable Sales Order, but any such date is an estimate only, unless otherwise agreed in writing by the parties. Seller reserves the right to make delivery in installments. All such installments will be separately invoiced and paid for when due, without regard to subsequent deliveries. Title to and risk of loss of Products shall pass to Buyer when the Products are made available to Buyer’s carrier for shipment. Claims for shortages or other errors must be made in writing to Seller within 7 days of Buyer’s receipt of shipment and failure to give such notice shall constitute unqualified acceptance of the Products and a waiver of all such claims by Buyer. Buyer agrees that Buyer will accept Products regardless of any reasonable variation from the quantity or weight of Products ordered due to packaging/bundling in accordance with practices generally accepted in the industry.

5. Limitation of Liability. SELLER SHALL NOT BE RESPONSIBLE TO BUYER OR ANY THIRD PARTY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF WHATSOEVER NATURE, OR FOR ATTORNEYS’ FEES, LOSS OF USE, LOSS OF MARKET SHARE, OR LOST PROFITS HOWSOEVER THESE MAY BE CHARACTERIZED. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SELLER’S ENTIRE LIABILITY, AND BUYER’S EXCLUSIVE REMEDY, IN LAW AND EQUITY OR OTHERWISE WITH RESPECT TO ANY PRODUCTS PROVIDED OR SERVICES PERFORMED BY SELLER UNDER THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT PAID BY BUYER TO SELLER FOR THE APPLICABLE PRODUCTS AND SERVICES.

6. Intellectual Property. All intellectual property rights in, or relating to, the Products, including any modifications, enhancements, improvements or derivative works therein or thereto, are owned by or licensed to Seller and nothing herein shall have the effect of transferring the ownership of such intellectual property rights to Buyer. If, by operation of law or otherwise, Buyer is deemed to own any such intellectual property rights, Buyer hereby assigns any and all such rights to Seller. In no event shall Buyer duplicate, attempt to duplicate, reverse engineer, disassemble or decompile the Products.

7. Termination. If Buyer fails to make a payment when due under the Agreement or breaches another obligation hereunder, Seller may immediately suspend performance under the Agreement and/or any order, and may immediately terminate all of its obligations under the Agreement and/or any order upon written notice to Buyer. On such termination, Buyer shall pay Seller for all Products provided and Services performed prior to and as of the effective date of termination, for reasonable expenses incurred by Seller for work-in-process up to and including the date of termination, and lost profits.

8. Entire Agreement. The Agreement is the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements.

9. Survival. Sections 2, 5, 6, and 7 will survive the expiration or earlier termination of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination.

Initial Here: _____

PROJECT ADDENDUM

AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES.

1. Services. Seller will provide the Services specified in the applicable Sales Order. Prior to commencing performance of Services, Buyer shall confirm the accuracy of the specifications and measurements relevant to the scope of the Services, as well as the quantity of Products to be supplied. Buyer shall be responsible for payment for all Products and Services supplied after providing such confirmation. If Buyer requests Services outside of these parameters, additional charges may apply. Seller shall have the right to access the site(s) at which the Services are performed, including the right of ingress and egress to and from public roads to such sites over Buyer's land. If no Services are designated in a Sales Order, the provisions of this Project Addendum relating to Services shall not apply.

2. Oversupply. Seller may elect to oversupply Products in order to prevent a shortfall. Unless otherwise set forth in a Sales Order, Buyer shall pay for all oversupplied Products in accordance with the terms of the Agreement. In the event that Seller oversupplies Products, all returns of such oversupplied Products will be handled in accordance with Supplier's current return policy.

3. Custom Products. Unless otherwise specified in the applicable Sales Order or otherwise authorized by the Seller in writing, non-stock or "built-to-suit" Products may not be returned, and purchases of such Products will not be refunded.

4. Prepayment. Seller may, at Seller's option, require Buyer to pay to Seller a prepayment prior to providing Products or rendering Services. If Seller requires such prepayment, Seller shall issue a Sales Order to Buyer for such prepayment promptly after acceptance of the applicable order, and such prepayment shall be due in accordance with the terms set forth in the Sales Order. Seller shall have no obligation to provide Products or perform Services until such prepayment is paid in full.

5. Delivery. Buyer agrees that Seller may, without liability to Seller, leave Products at the delivery site, regardless of whether Buyer or Buyer's employees or agents are available at the time of delivery.

6. Return. Buyer shall have no right to return any Products or Services, unless such return is authorized by Seller in writing.

7. Insurance. Buyer shall be responsible for purchasing and maintaining liability insurance, including but not limited to bodily injury and property damage, and such other insurance as may reasonably be required by Seller, in amounts equal to those customarily maintained by similar companies in the same industry. Certificates of such insurance showing the coverage required hereunder shall be sent to Seller prior to the commencement of performance of Services. All policies of insurance shall name Seller as an additional insured. Any insurance payments made under such policies shall be paid to the party that suffered the insurable loss.

8. Indemnity. EXCEPT TO THE EXTENT CAUSED SOLELY BY SELLER'S NEGLIGENCE, BUYER SHALL INDEMNIFY AND HOLD HARMLESS SELLER, AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENDING ANY ACTION) THAT IT MAY SUSTAIN OR INCUR AS A RESULT OF THE USE, OPERATION OR POSSESSION OF THE PRODUCTS AND/OR SERVICES BY BUYER OR ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES, THE NEGLIGENT OR WILLFUL ACT OR NEGLIGENT OR WILLFUL OMISSION OF BUYER OR ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES OR THE ALTERATION OR MODIFICATION OF THE PRODUCTS AND/OR SERVICES OR THE USE OR COMBINATION OF THE PRODUCTS AND/OR SERVICES WITH OTHER PRODUCTS, DEVICES OR SERVICES BY BUYER OR ITS

9. Security Interest. As collateral security for the payment of the purchase price of the Products and/or Services, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products sold hereunder, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this section constitutes a purchase money security interest under the applicable Uniform Commercial Code.

10. Termination. If Buyer fails to make a payment when due under the Agreement or breaches another obligation thereunder, Seller may immediately suspend performance under the Agreement and/or any order, and may immediately terminate all of its obligations under the Agreement and/or any order upon written notice to Buyer. On such termination, Buyer shall pay Seller for all Products provided and Services performed prior to and as of the effective date of termination, for reasonable expenses incurred by Seller for work-in-process up to and including the date of termination, and lost profits.

11. Force Majeure. Seller will not be liable for any delay or failure in the performance under the Agreement, if such delay or failure is, directly or indirectly, caused by, or in any manner arises from, fires, floods, accidents, civil unrest, acts of God, war, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, any law, order, regulation, direction or request of any governmental authority having or claiming to have jurisdiction over Seller, insurrection, riots, national emergencies, terrorism, or any other causes beyond Seller's reasonable control. *

12. Compliance with Law. In performing its obligations and exercising its rights under the Agreement, Buyer shall, at all times, act ethically and in compliance with all applicable laws of the United States and any jurisdiction in which Buyer is established or conducts operations relating to the Agreement, including (without limitation) any applicable laws in force from time to time regarding bribery, fraudulent acts, corrupt practices and/or money laundering.

13. Survival. Sections 8, 9 and 10 of this Project Addendum will survive the expiration or earlier termination of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination.

Initial Here: _____