



PO Box 36 | 1619 Main Street
Tewksbury, MA 01876-0036
Tel: 800.888.0054 / Fax: 978.275.0484

Please send the completed form to:
Fax: 978.254.0484
creditapplication@griffinmail.com

Credit Application

*Required Information

*Business Name _____		*Federal Tax ID _____			
*Business Entity <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other _____		Years Organized or Incorporated _____			
*Business Phone _____		Regular Business Hours _____			
Fax Number _____		*Years in Business _____			
Email Address _____		Is a Purchase Order Required? <input type="checkbox"/> Yes <input type="checkbox"/> No			
*Name		*Phone Number		*Email Address	
Owner					
Purchasing Contact					
Accounts Payable Contact					
*Billing Address			*Shipping Address		
Address 1 _____			Address 1 _____		
PO Box _____			PO Box _____		
County _____			County _____		
City _____		State _____	Zip _____		
Country _____			Country _____		
*Freight Information					

Receiving Hours __ AM __ PM <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> TH <input type="checkbox"/> F	Can take a 53' Trailer <input type="checkbox"/> Yes <input type="checkbox"/> No
Appointment Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Straight Truck Only <input type="checkbox"/> Yes <input type="checkbox"/> No
Liftgate Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Customer Equipment <input type="checkbox"/> Yes Type _____ <input type="checkbox"/> No
Has Loading Dock <input type="checkbox"/> Yes <input type="checkbox"/> No	Access Type _____

*Sales Tax Exemption Status	
Tax Exempt <input type="checkbox"/> Yes <input type="checkbox"/> No	Exemption Type <input type="checkbox"/> Re-sale <input type="checkbox"/> Farmer <input type="checkbox"/> Other _____
Expiration Date _____	Exemption Certificate Included <input type="checkbox"/> Yes <input type="checkbox"/> No

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 is shipped. Your account will remain taxable until a valid tax exemption certificate is received for each state receiving shipments.

Bank Reference	
Bank Name _____	Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings
Address _____	Account # _____
City _____ State: _____ Zip: _____	Contact _____
Phone _____ Fax _____	Contact email _____

*3 Trade References-Please provide complete information					
Name _____		Name _____		Name _____	
Street _____		Street _____		Street _____	
City _____ State _____ Zip _____		City _____ State _____ Zip _____		City _____ State _____ Zip _____	
Phone _____ Fax _____		Phone _____ Fax _____		Phone _____ Fax _____	
Account Number _____		Account Number _____		Account Number _____	
Projected Credit Requirement \$ _____					

***Acknowledgment & Signature**

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 of 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 venue 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.

*Signature _____ Signature _____
*Date _____ Date _____
Print Name _____ Print Name _____

Acknowledgment & Signature – Personal Guaranty

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 venue 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 agrees 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 _____ Signature _____
Date _____ Date _____
Print Name _____ Print Name _____

***Credit Release Information**

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 _____
Street _____
City _____ State _____ Zip _____
*Name of Authorized Person (Print) _____
*Signature _____ *Date _____

***Acknowledgments, Invoices and Statements – Email Enrollment**

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

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

Plant Acknowledgments _____
Seed Acknowledgments _____
Grower Supplies Acknowledgments _____
Invoices _____
Statements _____

I do not wish to take advantage of the email program

I agree and understand that all electronic signatures are the legal equivalent of my manual/handwritten signature and I consent to be legally bound to this agreement.

Terms & Conditions

Handling Charges

- Orders above \$750: Handling charges will now be calculated on a sliding scale tied to diesel fuel costs, as reported by the U.S. Department of Energy.
- Up to \$3.75/gal: 3% | \$3.75-4\$.50: 3.5% | \$4.50-\$5.25: 4% | \$5.25-\$6.00: 4.5%
- For every 0.75 increase, the handling fee will rise by 0.5%
- Percentage fees will be determined on the first business day of each month and applied retroactively to all orders placed prior to the implementation date.
- Orders below \$750: A flat 10% handling fee will apply. For these smaller orders, we recommend exploring our UPS shipping, which is often less expensive than truck delivery.

UPS / FED EX

We generally recommend UPS / Fed Ex deliveries as the best method for shipping, providing these requirements can be met: all UPS / Fed Ex shipments require a street address and a zip code. Please do not ask us to ship UPS / Fed Ex unless these requirements are met.

Hazardous materials can not be shipped UPS / FEDEX / USPS

There is a \$26.00 charge per package for all C.O.D deliveries by UPS / Fed Ex. We suggest paying by credit card to alleviate this. UPS / Fed Ex has a fuel surcharge into their freight rates that will fluctuate monthly based on current fuel cost. All orders will have a \$15.00 charge for packaging and handling. There is an additional handling fee of \$25.00 for all packages not in a box or 48 inches along its longest side, and 30 inches along its second longest side, or has an actual weight of 70 pounds or greater. Any refused C.O.D deliveries will incur a 25% restocking charge.

UPS / FED Ex- Damaged Shipments

If you see that a shipment is damaged upon receipt from UPS / Fed Ex, refuse shipment. UPS / Fed Ex will return the shipment to us, and we will file the claim and send a new shipment to you. If after opening the package you find concealed damage, call us at once. We will instruct UPS / Fed Ex to pick up the package and return it to us for a claim. We will reship your order.

Prepayment Required Shipments:

Will be made to customers who have not established a credit account or on accounts with a balance over 60 days or greater.

Payments

We accept Cash, Check, Check Upon Request, ACH, ACH Debits and all major Credit Cards (American Express, Visa, MasterCard, and Discover). There are no discounts when paying by ACH Debit or by Credit Card. Credit card payments will be charged a 2% processing fee, charged by Griffin Greenhouse Supplies Inc., and will be charged with the balance being paid.

Offerings

Listed are made subject to being available. We will not be held responsible for delays in shipment caused by conditions beyond our control. Applicable substitutes will be made when necessary.

Terms

Are net 30 days unless otherwise stated. A 1½% per month service charge is added on all overdue accounts. This is an 18% annual charge. Terms are COD where credit has not been established. Returned checks or ACH Debits will be assessed a \$25.00 return fee. Excessive returned checks will result in accounts placed on a cash/certified check only basis. Delayed Payment Plan (dating) will only be extended to accounts with a satisfactory payment record.

Direct Shipment: Prepayments and Deposits

All special-order material that is shipped Direct from the manufacturer to the customer will require a 30% deposit before the order can be placed with the manufacturer. Customers who have not established a line of credit will be required to prepay the order before the order is sent to the vendor. Prepayment includes the merchandise total, sales tax, estimated freight and any miscellaneous charges. Depending on the size or complexity of the order you will be required to sign off on a bill of lading to ensure the accuracy and condition of the order.

Returns

No merchandise may be returned without authorization from our office. Merchandise must be returned within 60 days of purchase. Invoice number and date of purchase is required for any/all returns. A restocking charge of 20% is charged on all returns unless merchandise is defective. Credits for returns paid via credit card will not receive a refund for the credit card fee. ITEMS THAT ARE SPECIAL ORDERED, MADE TO CUSTOMER SPECIFICATIONS, NON-INVENTORY OR NON-STOCK ITEMS, CANNOT BE RETURNED FOR ANY CREDIT DUE TO THEIR SPECIAL NATURE.

Chemical Shipping

No chemicals will be left without a customer signature. All restricted use products must be accepted and signed for by the license holder only, which is enforced by state law.

Sales Tax

Appropriate state tax will be charged based on the location of delivery. All items will be charged sales tax unless we have a copy of your sales tax license and a properly executed sales tax exemption certificate for the account and any associated ship to locations. 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 exemption certificate. If any items purchased are for company use please notify us so the appropriate tax can be charged.

Recommendations

Made by us are compiled from recognized horticultural sources. We are not responsible for damage or failure due to recommendations given by Griffin Greenhouse Supplies, Inc.

Notice to Purchaser

The following is made in lieu of all warranties expressed or implied. Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct or consequential, arising out of the use or the inability to use the product. Before using, user shall determine the suitability of the product for his intended use, and user assumes all risk and liability whatsoever in connection therewith. The foregoing may not be changed except by an agreement signed by officers of seller and manufacturer. All terms and conditions listed are subject to change.

Motor Freight Shipments

In order to provide you with the best service possible all deliveries made must be signed for, which will ensure the right product and quantities are received. All pallets are wrapped with black wrap and taped to ensure your order arrives complete. If your pallet is tampered with, please sign the bill of lading "**1 pallet received, tape and wrap has been broken.**" Any shortages or missed shipments must be noted upon receipt of your delivery, so please try to be available on delivery date. All orders for delivery must be placed 24 hours, or 2 working days, prior to your delivery day. The original Bill of Lading attached to our invoice indicates that material shipped has now become your property and is an acknowledgment by the transportation company of the receipt of the property in good condition. Safe delivery of this shipment is now the responsibility of the carrier. Please examine your shipment carefully before signing the freight bill. We will be glad to assist in tracing or recovery of lost merchandise.

Motor Freight - Damage or Shortage

If any damage is noted, or if the number of pieces received does not agree with the number on the bill of lading, **DO NOT** accept the shipment without shortage or damage notated on your freight bill and signed by the carrier's agent (driver). Failure to do so may jeopardize your recovery. If any concealed damage or shortage is discovered when unpacking, leave the material and the packing as is and notify the carrier for a concealed damage or shortage inspection. Consult the carrier for the necessary claim papers and disposition of damaged articles. When checking shipments, compare what was received with packing list or invoice. If there is a shortage or damage, **YOU MUST CONTACT US WITHIN 24 to 48 HOURS** and provide us with full details and pictures. Claims with motor freight companies must be made promptly. The freight company will not consider a claim unless it is presented within nine months from the date of shipment. The carriers agent will assist you in making that claim. Claims for loss or damaged material and transportation charges MUST NOT be deducted from the invoice and the payment of invoices MUST NOT be withheld awaiting adjustment of such claims, since it is the function of the carrier to guarantee safe delivery.

Prices and terms are subject to change without notice.

Prices at time of shipment will prevail. For current quotations, please call us. Prices quoted are FOB Denver, CO; Cheshire, CT; Canton, GA; Tewksbury, MA; Gray, ME; Bridgeton, NJ; Auburn, NY; Brookhaven, NY; Schenectady, NY; Perrysburg, OH; Sparks, NV; Morgantown, PA; Richmond, VA; and Woodridge, IL. or FOB the factory unless otherwise stated.

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

Please visit griffins.com/terms
for our current Terms & Conditions