



ARIZONA
WHOLESALE GROWERS

Plant obsessed and customer
focused since 1982

1634 West Park View Lane
Phoenix, Arizona 85085
P +1 623 581 3100

Dear new customer,

We're thrilled you're interested in doing business with us. We're immensely proud of our clients and our mutual partnership.

The credit process takes about one week to three weeks depending on how quickly your trade references get back to us about your credit information. Here's how to insure smooth and fast sailing with your application:

- Supply fax numbers and/or emails to the *credit department* of your trade reference.
- Fill out the credit application completely. *Do not cross out any information* or your application will be denied.
- Email your completed application to me and copy your AZWG sales rep.
- Follow up by email to make sure we recieved your application.

Any orders placed before your credit is approved will be due on receipt and will not be accepted as Net 30.

Note - We will add a 2% surcharge to all credit/debit card transactions.

If you have any questions whatsoever, please email me.
I'll get back in touch as soon as I can.

Sincerely,

Kathy Marshall
Controller

kmarshall@azwholesalegrowers.com
O +1 623 581 3100, ext 205
F +1 623 581 0001



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Cave Creek, Arizona 85331
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CREDIT APPLICATION AND AGREEMENT

Please fill out completely. Original application should be mailed back with both applicant and guarantor(s) signature. Incomplete applications will not be processed.

COMPANY NAME: _____ CONTACT: _____ TITLE: _____

EMAIL: _____ BUSINESS ADDRESS: _____

PHONE: _____ CITY _____ STATE _____ ZIP CODE _____

MOBILE PHONE: _____ MAILING ADDRESS: _____
(If different than above)

FAX: _____ CITY _____ STATE _____ ZIP CODE _____

ACCOUNTING CONTACT: _____ PHONE: _____

FEDERAL ID: _____ STATE: _____ YEARS IN BUSINESS: _____

CORPORATION PARTNERSHIP

SOLE PROPRIETOR LLC

CREDIT AMOUNT REQUESTED: _____

List company officers/managers/partners/proprietors information below:

NAME _____

NAME _____

SOCIAL SECURITY NUMBER _____ PHONE _____

SOCIAL SECURITY NUMBER _____ PHONE _____

ADDRESS (No P.O. boxes) _____ CITY/STATE _____ ZIP CODE _____

ADDRESS (No P.O. boxes) _____ CITY/STATE _____ ZIP CODE _____

TAX PERMIT NUMBER: _____

LICENSE NUMBER: _____

BANK NAME: _____

ADDRESS: _____

ACCOUNT NUMBER: _____

PHONE: _____ FAX: _____



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CONTINUING GUARANTEE

As a direct and material inducement to AWG to extend credit to _____ (“Customer”), and in consideration of such extension and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (“Guarantor(s)”) jointly and severally unconditionally and personally guarantee full payment, performance and compliance of all indebtedness and all terms and conditions set forth above by Customer, including without limitation, all purchases, debts, obligations and liabilities of Customer, now or hereafter incurred or entered into by Customer. Guarantor(s) understands and agrees that Guarantor’s liability extends to all outstanding amounts owed by Customer, including without limitation, any amounts that may exceed any previously stated credit limit for Customer, and any fees or costs incurred by AWG in the collection of any amounts due hereunder. Guarantor(s) hereby authorizes, but does not require, AWG to, from time to time, review and renew the extension of credit to Customer, and/or to modify Customer’s payment terms or schedule, and to increase or decrease Customer’s credit limits, all without further notice to Guarantor(s); it being Guarantor’s obligation to monitor any credit balances owed by Customer to AWG. The liability of Guarantor(s) shall not be affected by any compromise, modification, release or discharge of Customer’s indebtedness, unless otherwise agreed to by AWG in writing, whether by operation of law or otherwise, or by any change in the form of indebtedness, or by any modification of the forms of sale made by AWG to Customer, or by the addition of any other Guarantor(s).

This Guarantee is a continuing guarantee and may only be withdrawn or revoked in writing by Guarantor(s), which must be sent to AWG by certified mail with return receipt, or by other form of delivery requiring acknowledgment of receipt by AWG. Any such withdrawal or revocation of this Guarantee shall not be effective unless Guarantor(s) is able to provide and prove written acknowledgment of receipt by AWG. Any such withdrawal or revocation of this Guarantee by Guarantor(s) shall not be effective as to any outstanding balances or purchases made prior to AWG’s receipt of such withdrawal or revocation, and Guarantor(s) shall remain fully liable therefore. AWG reserves the right, within its sole and absolute discretion, to cancel Customer’s right to future credit at any time following any such withdrawal or revocation by Guarantor(s). Guarantor(s) agrees that separate actions may be brought against Guarantor(s) whether or not Customer or other parties deemed by Customer to be responsible are joined in any such action.

Guarantor(s) hereby authorizes AWG to investigate any credit and financial records which are in the name of Guarantor(s). Guarantor(s) understands and acknowledges that this Guarantee relates to a commercial debt, and is not a consumer debt subject to the Fair Debt Collection Practices Act (“FDCPA”). Guarantor(s) acknowledges and understands that Guarantor(s) liability hereunder is intended to be personal, irrespective of whether Guarantor(s) executes this Guarantee using a company title or position. This Continuing Guarantee is intended to inure to the benefit of AWG, and its successors or assigns. If litigation is instituted to enforce this Continuing Guarantee, Guarantor(s) agrees to jurisdiction and venue as specified in the Credit Application, Authorization and Agreement above.

IN THE EVENT THAT GUARANTOR(S) IS MARRIED, THEN GUARANTOR’S SPOUSE MUST SIGN THIS CONTINUING GUARANTEE AND CONSENT. IN THE EVENT THAT NO SPOUSE SIGNS THIS CONTINUING GUARANTEE AND CONSENT, AWG IS EXPRESSLY AUTHORIZED BY GUARANTOR(S) TO ACCEPT THE SAME AS AN AFFIRMATIVE AND MATERIAL REPRESENTATION BY GUARANTOR(S) THAT GUARANTOR(S) IS NOT MARRIED AND UNDERSTANDS THAT AWG’S EXTENSION OF CREDIT HEREUNDER IS MADE IN RELIANCE THEREON. IN THE EVENT SUCH REPRESENTATION IS LATER DETERMINED TO BE UNTRUE, AWG SHALL BE ENTITLED TO SEEK RELIEF AGAINST GUARANTOR’S MARITAL COMMUNITY BASED UPON SUCH MISREPRESENTATION WHICH SHALL BE DEEMED INTENTIONAL. IN THE EVENT THAT GUARANTOR’S MARITAL STATUS CHANGES FOLLOWING THE EXECUTION OF THIS CONTINUING GUARANTEE AND CONSENT, GUARANTOR(S) WILL PROVIDE WRITTEN NOTICE TO AWG BY MEANS REQUIRING ACKNOWLEDGMENT OF RECEIPT BY AWG.

EXECUTED AND DELIVERED THIS _____ DAY OF _____, 20 _____

GUARANTOR SIGNATURE

GUARANTOR SIGNATURE

GUARANTOR PRINTED NAME

GUARANTOR PRINTED NAME



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TRADE REFERENCES

Please make sure this application must be filled out in its entirety.

#1 COMPANY NAME: _____ PHONE: _____

ADDRESS: _____ FAX (Mandatory): _____

CITY STATE ZIP CODE CONTACT: _____

#2 COMPANY NAME: _____ PHONE: _____

ADDRESS: _____ FAX (Mandatory): _____

CITY STATE ZIP CODE CONTACT: _____

#3 COMPANY NAME: _____ PHONE: _____

ADDRESS: _____ FAX (Mandatory): _____

CITY STATE ZIP CODE CONTACT: _____

On behalf of myself and my firm, _____
COMPANY BUSINESS NAME

1. I affirm that everything in this application is correct to the best of my knowledge;
2. I understand you will retain this application whether or not it is granted;
3. You are authorized to check credit and credit reference history on us;
4. I acknowledge I have read and agree to the terms unless stated otherwise on a specific offer;
5. I personally guarantee payment of any debts incurred by the company and;
6. I agree to pay reasonable fees if the services of an attorney or collection agency is required or if a court action is initiated for the collection of any monies due to Arizona Wholesale Growers Inc.
7. Arizona law governs any dispute over this language. Any lawsuit shall be filed in a state or federal competent jurisdiction in Maricopa County, Arizona.

TERMS: Net 30
days - 2% monthly
service charge
on all overdue
accounts. A late
charge will be
assessed on past
due or delinquent
accounts.

SIGNATURE: _____ TITLE: _____

PRINT NAME: _____ DATE: _____