

Wholesale Account Application



I/We understand that we are being offered products for sale to end –users only. Co-buying with other wholesale business is strictly prohibited.

I/We agree that we will not resell to others wholesale business unless otherwise agreed to by N.C.W.G.S.

ALL INFORMATION WILL BE HELD IN THE STRICTEST OF CONFIDENCE- PLEASE PRINT CLEARLY

Legal Business Name:	Commonly Known As:	E mail: Business	E mail: Personal
Bill to : street address or PO Box	City	State	ZIP
SHIP to address I-same a above	City	State	Zip
Business Phone-	Business Fax-	e-mail address	Website Address
Net worth of business	Building lease-I	Building Own-I	Building purchasing-I
What is your company structure?	I-sole proprietor/ I-LLC	I-Partnership/ I-LLP/ I-S Corp.	I-private/ I-C-Corp
	I-Municipality	I- Nonprofit Organization	

BUSINESS HOURS FOR SHIPPING PURPOSE

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
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Do you practice internet sales yes. No. If yes: On a website you own? Web address _____

Years Incorporated	DNB#	Federal EIN#	Federal Tax #		
President:	Social Security Number:	Residential address: street	City:	State:	Zip:
Owner/Partner	Social Security Number:	Residential address: street	City:	State:	Zip:
Owner/Partner	Social Security Number:	Residential address: street	City:	State:	Zip:
Owner/Partner	Social Security Number:	Residential address: street	City:	State:	Zip:

Marketing Contact Name: _____

E Mail _____



If granted an open account, I/we agree to pay all invoices according to the terms there on (terms are *net 30 days*) plus reimbursement of all expenses of collection, including attorney's fees incurred by Nickel City Wholesale Garden Supply before trial, at trial, and on any appeal (including any fees incurred in any bankruptcy proceeding) by reason of any default of Debtor on any such obligation, or by reason of any default of the undersigned. The terms of said invoice are incorporated herein by this reference, and shall be a part of this agreement. In the event any amount is not paid as stated above I/we agree to pay a FINANCE CHARGE OF 2% per month, assessed monthly, minimum charge \$.50 (Annual Percentage Rate 18%), or the highest rate allowed by law, on the unpaid amount. It is understood that this agreement will be a continuing one, and it shall cover all bills and invoices rendered by N.C.W.G.S. Under the terms and conditions stated herein and under said invoices. The applicant does hereby waive notice of any demand by N.C.W.G.S. As well as any notice of default in the payment of any amounts owing according to the terms of the invoice. N.C.W.G.S. Also reserves the right to place the debtor on "Stop Ship" or "COD" without notice, in the event of default or for any other reason. N.C.W.G.S. May discontinue or stop delivery or sale to applicant at any time and for any or no reason. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject of this Agreement, venue shall be in the federal or state courts located in Genesee County, New York. Applicant and guarantor hereby

Consent to jurisdiction in the state and federal courts of New York. The prevailing Party in any claim, action proceeding to enforce or interpret this agreement will be entitled to costs and reasonable attorney's fees, at or before any trial and/or appeal; and the costs of collecting any judgment obtained including any costs or attorney's fees incurred in any bankruptcy proceeding. Accounts with balances aged over 90 days will receive a final notice demand letter. If account is not made current within 7 days, account will be turned over for collection. All collection costs and attorney fees will be incurred by the client if they are not paid as agreed. Accounts turned over for collection will have a public notice filed for the unpaid balance placed on their personal credit report(s) of all guarantors.

I/We acknowledge that a fax or photographic copy of this application shall be as valid as the original. In accordance with section 604(a)(2) of the Fair Credit Reporting Act, this constitutes my written instruction that a consumer reporting agency may furnish a consumer report to Nickel City Wholesale Garden Supply

The completion and accuracy of your information is required to process this application and is further required should you desire to obtain credit. Applicant has carefully reviewed the representations set forth above and certifies all such representations to be complete and correct. I/we hereby

Authorize N.C.W.G.S. to investigate the references listed pertaining to my/our

Legal Business Name _____ Title _____

Dear Valued Customer; Over the past few years, a number of states have "legalized" marijuana to various extents and in various ways. Anyone who reads the newspaper or watches television knows that other states may also do so. The resulting patchwork of laws has created confusion and uncertainty both in the public and with some of our customers. This confusion prompts this communication. Nickel City Wholesale Garden Supply, Inc. is a national company. As such, we must comply with the most restrictive, not the most permissive, laws. In the case of marijuana, that means federal law, which continues to prohibit its manufacture, possession, use, or distribution for any reason, as well as any activity that supports or promotes these things.

As each of you knows, the policy of Nickel City Wholesale Garden Supply Inc. has always been to not do business with a retailer who knowingly sells to those who cultivate or plan to cultivate marijuana. It has also been our policy to secure our customers' assurance that they will not do so. To ensure that our customers understand that the "legalization" of marijuana at the state or local level has no effect on these policies, we ask each of you to sign and return to this letter to us, assuring us that:

- 1. You will not sell our equipment and/or products to anyone you have reason to believe is engaged or intends to engage in marijuana activity.
- 2. You will not use our company name (Nickel City Wholesale Garden Supply) or our products in any materials that would be construed –either by content or placement –as soliciting the business of persons engaged or intending to engage in marijuana activity.
- 3. You understand that N.C.W.G.S. Inc. may exercise its legal right to refuse to do business with you if it receives credible evidence [the type commonly relied upon by reasonably prudent persons in the conduct of their serious affairs] that you have done either of these things.

We understand that some of you may disagree with these policies and believe that local community standards should govern your business activities. As voters, we might agree with you. But as a business, our first duty is to our employees and their families, who depend on us for their paychecks. That means doing what we can to assure ourselves that our customers, like us, are obeying the law.

Best regards,

Nickel City Wholesale Garden Supply, Inc.

I, _____, of (Company) _____

Acknowledge reading and understanding the Terms and conditions of N.C.W.G.S. to comply with them.

PERSONAL GUARANTY: (required for Sole Proprietors, Partnerships, LLCs, LLPs, Private C Corps, & S corps) REQUIRED FOR CREDIT TO ESTABLISH AN ACCOUNT — **ALLEQUITY OWNERS MUST**

COMPLETE THIS SECTION

I/We _____, do jointly and to _____

N.C.W.G.S. On the terms set forth in the business Application and Agreement for Credit and those set forth in any invoice from N.C.W.G.S. I/We shall be bound by all applicable terms in these documents N.C.W.G.S. May collect from me amounts due from applicant without the requirement that it exhaust its remedies against applicant or any other guarantor. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of N.C.W.G.S. 1. We do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the agreement for credit hereby guaranteed. I/We understand that my personal credit will be used in making a credit decision. I/We consent to N.C.W.G.S. Inc. obtaining a consumer credit report on me individually from time to time as needed for the purpose of evaluating the creditworthiness of the applicant company, including but not limited to establishing or increasing a line of credit or changing the applicant company's credit terms. I/We agree that in event the account is not paid as agreed, N.C.W.G.S. Will report my personal liability as guarantor for the account, and the status of the account, to all credit bureaus and

Guarantor Signature: _____

Printed name: _____

Payment Remittance Address:

USPS :N.CW.G.S., PO Box 251, Corfu, New York 14036

References	City	State	Zip	phone
References	City	State	Zip	phone
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Shipping

NEW -Free Shipping qualifications for Growing Mediums. Excluding Pro Mix 3.8 cu. Ft. Bales & Rocks



\$3,500.00 Free Shipping- no medium

For every \$4,000.00 spent ,free shipping on 1 pallet of medium/mixed

\$4,000.00 Free Shipping- no medium

For every \$4,500.00 spent ,free shipping on 1 pallet of medium/mixed

\$4,500.00 Free Shipping- no medium

For every \$5,000.00 spent ,free shipping on 1 pallet of medium/mixed

For products that do not qualify for free freight as listed in catalog we encourage a full container orders which we can offer the freight quotes Train & Road and Bulk incentives!!-We can offer bulk bags on most medium of 4 to 6 Ton a bag max weight is 44,500 lb per Truck LTL!!

Nickel city wholesale Garden Supply reserves the right to choose the carrier and the shipment type

N.C.W.G.S., Inc. ships U.P.S. ground & LTL. All LTL shipments will deliver with a lift gate unless you request no lift gate. N.C.W.G.S. has arranged with all carriers to include a lift gate with no extra charges. All products leave our warehouse in good condition, bench tested, and appropriately packaged. Please inspect your shipment when it arrives. All damages or missing product must be noted on the carrier waybill and our office contacted immediately.

Drop Ship Orders

Minimum drop ship order is \$15.00. The fee will be \$10.00 per box for orders between \$15.00 and \$50.00. This will include all packaging supplies and labor necessary to make the order shippable. A \$5.00 per box shipment charge will be assessed on all order exceeding \$50.00.

Shipped with in the Continental US. Drop shipments to Alaska, Hawii, Pueto Rico and foreign countries will be assessed a \$15.00 per box drop shipment fee. We reserve the right to approve or decline drop shipment sizes and destinations.

N.C.W.G.S. will not insure drop shipments and hold the seller and consignee responsible for claims and returns.

Fax: 585-599-4403/

USPS

N.C.W.G.S.

PO Box 251,Corfu N.Y. 14036