

45 Swift Street
South Burlington, VT 05403
(802)865-4447
(800)639-7077
sales fax: (802)863-8330
office fax: (802)863-8351



1098 US Route 2
Middlesex, VT 05602
(802)223-7600
(800)639-8088
fax: (802)229-0948

To: Prospective New Customers

RE: What you need to know in order to buy from GMFSI

Q: What does GMFSI consider a "Customer"?

A: A Customer is a registered business which is buying wholesale product to RESELL. This does not include the businesses such as motels or restaurants, for example, which would be buying for their own consumption, unless they have a retail outlet for these products.

Q: What types of accounts are available at Green Mountain?

A: There are two types of accounts at Green Mountain Florist Supply.

1. Supply Account Customers may purchase any of the hardgood supply items including silk and dried flowers.
2. Flower Account Customers may purchase hardgood supply items as above but in addition may purchase fresh flowers. To qualify as a flower customer, you must meet the following criteria:
 - A. Be a full service **retail florist** -or-
 - B. Be **actively involved** in the business of buying and reselling cut flowers on a **regular basis and average \$ 150 or more of fresh flower purchases per week** (\$ 7,500 per year).

Q: What does one need in order to apply for customer status?

A: In order to apply for customer status, you MUST have (and be prepared to submit a copy of):

1. Vermont State Tax Exempt Number and/or
2. Federal Identification Number if out of state

Q: How long will the approval process take?

A: The review of your application may take up to three days. Until approval has been granted, no purchases may be made. Once approved, a GMFSI customer number will be issued.

Q: If approved, can I select anyone I want to go make my purchases for me?

A: Only two buyers (which have been specified on your application) may purchase under your customer number, along with your driver, who may need to pick up your order. We do not allow any of your customers, relatives, friends, etc., in our store.

Q: Once approved as a customer, can I buy from either of your locations?

A: If approved, you may buy from either our Middlesex store or our South Burlington store.

Q: What are the accepted methods of payment?

A: GMFSI accepts cash, Visa, Master Card, Discover, American Express, or a good business check. Personal checks are accepted only with prior special approval.

Q: What are GMFSI's hours?

A: GMFSI is open Monday through Friday 7am to 3:30pm, and on Saturdays from 7am to 10am. These hours apply to both the flower and supply departments at both stores.

Q: Are there any other methods of receiving my shipment, other than picking it up?

A: We can ship COD (\$50.00 minimum) via UPS, US Mail, or Greyhound Express (\$3.00 delivery charge to the bus station or Post Office). Any freight charges from these companies are the responsibility of the customer. All charges for materials purchased, as well as shipping expenses, will be collected by the shipping company at time of pick up.

Q: Does GMFSI deliver?

A: GMFSI delivers only to REGULAR DELIVERY CUSTOMERS; that is, a customer who receives regular weekly deliveries. We can not deliver to any of your customers--only to *your* place of business. If you are determined to be a REGULAR DELIVERY CUSTOMER, you must maintain the following:

1. A store from which you resell your products.
2. Regular store hours, which coincide with our delivery schedule.
3. A person present in your store who is readily available to receive, sign for, and pay for the delivery. We do require at least one visit in person before deliveries take place. It is almost impossible to tell you about all the items we carry over the telephone, and we want you to be aware of the products available to you.

Q: Is it possible to open a "charge account" with GMFSI; and, if so, what steps must I take to do so?

A: All new customers are accepted only on a COD basis for a minimum of 6 months. If, at the end of this trial period, you wish to be considered for any type of "open account" status, you must meet the following requirements:

1. You must be a REGULAR WEEKLY CUSTOMER. This is determined by the size and regularity of your orders. You must meet the following criteria:
 - a) \$100.00 per week or \$400.00 per month and
 - b) \$4,800.00 per year, spread over the course of 12 months.
(Example: Even though you've purchased flowers to do two large weddings during the summer and Christmas greens in December which have exceeded the \$4,800.00 amount, it was not spread over the 12 month period; this would not qualify you as a REGULAR WEEKLY CUSTOMER.)
2. You must submit a completed GMFSI Credit Application, which is to include any necessary references.

If you are accepted as an "open account", you will be given a credit limit. This will be firmly adhered to, but you (or GMFSI) may periodically request that the limit be reviewed. If we find the limit to be inadequate, we may revise it.

Now that you have read the guidelines for buying at GMFSI, please fill out the attached application ONLY if your business meets the prerequisites explained in this letter.

Thank you for your time in filling out these forms.



CUSTOMER APPLICATION*

Please complete and return to: GMFSI, 45 Swift St., So. Burlington, VT 05403
Or fax to : (802)863-8351

**This application is to apply for purchasing status only. All new accounts are accepted on a COD basis.
Thank you.*

SECTION 1: GENERAL INFORMATION All applicants complete this section.

NAME OF BUSINESS: _____

BUSINESS ADDRESS: _____

TELEPHONE: Business: _____ Home: _____

VERMONT TAX EXEMPT #: _____ **OTHER EXEMPT # IF OUTSIDE VERMONT:** _____
Please attach a copy of your Vermont State resale certificate or other exempt number form.

DESCRIPTION OF BUSINESS: _____

How long have you been in business: _____ Have you ever applied for customer status with us before? _____

If so, under what name: _____

Names of employees authorized to purchase for you (optional):

SECTION 2: FINANCIAL INFORMATION All applicants complete this section.

NAME OF BANK: _____

NAME ON ACCOUNT: _____

ACCOUNT NUMBER: _____

CREDIT CARD NUMBER: _____ **EXPIRATION DATE:** _____

Please list two business references:

I understand that by being approved for customer status by GMFSI, I will be responsible for all purchases made by myself and my employees. We accept all major credit cards. All new accounts will be COD. Additional review and a credit card back up may be required for credit terms. I, the undersigned, certify that the statements made on this Application are true and correct.

SIGNED: _____ **TITLE:** _____

DATE: _____
*Processing of your application may take up to two weeks. Purchases may not be allowed until you are approved and given a customer number.
If you wish to be approved for the purchase of fresh cut flowers and/or greens, please continue to SECTION 3.*

FOR COMPANY USE ONLY:

SUPPLY PURCHASES ONLY

APPROVED: _____ **DENIED:** _____

BY: _____ **DATE:** _____ **GMFSI CUSTOMER NUMBER:** _____



CUSTOMER APPLICATION*

Please complete and return to: GMFSI, 45 Swift St., So. Burlington, VT 05403
 Or fax to : (802)863-8351

**This application is to apply for purchasing status only. All new accounts are accepted on a COD basis.
 Thank you.*

SECTION 3: FLORIST INFORMATION

Complete this section ONLY if you are requesting approval to buy fresh cut flowers and greens and plan to potentially be purchasing our required average of \$150.00 per week or more (\$7,500.00 per year) of fresh cut flowers and greens.

How long have you been in the floral business? ____years ____months ____new

Do you have a trained/experienced designer on staff? ____yes ____no

What type of cooler(s) do you have? ____display ____walk-in ____other_____ ____none

How would you like to receive your flowers: ____pick up ____GMFSI delivery ____other ____need more information

What type(s) of floral solution do you use? ____hydration ____conditioner ____food

Approximately how much do you expect your wholesale purchases from GMFSI to total: (circle each choice)

Weekly: \$10 \$50 \$100 \$200+ Monthly: \$40 \$200 \$800+ Yearly: \$500 \$2,500 \$10,000

What are your daily hours of operation?

Sunday _____
 Monday _____
 Tuesday _____
 Wednesday _____

Thursday _____
 Friday _____
 Saturday _____

I understand that by being approved for customer status by GMFSI, I will be responsible for all purchases made by myself and my employees. We accept all major credit cards. All new accounts will be COD. Additional review and a credit card back up may be required for credit terms. I, the undersigned, certify that the statements made on this Application are true and correct.

SIGNED: _____ TITLE: _____

DATE: _____

Processing of your application may take up to two weeks. Purchases may not be allowed until you are approved and given a customer number.

GMFSI reserves the right to limit access of fresh floral products to only companies whose primary purpose is to purchase and resell fresh cut flowers and greens. Approval will be on an individual basis and each decision will be made solely by the Company.

FOR COMPANY USE ONLY:

SUPPLY PURCHASES ONLY

APPROVED: _____ DENIED: _____

BY: _____ DATE: _____ GMFSI CUSTOMER NUMBER: _____

CREDITS _____



State of Vermont
Department of Taxes
109 State Street
Montpelier, VT 05609-1401

RESALE AND EXEMPT ORGANIZATION CERTIFICATE OF
EXEMPTION
TITLE 32, 9707(5); 9743(1-3

SUPPLIER'S NAME: Green Mountain Florist Supply, Inc., 45 Swift Street, So. Burlington, VT 05403

Single Purchase – Enter Purchase Price: \$_____

Multiple Purchases – **Description of purchased articles:**

Check applicable blocks

- Purchase by Retailer or Wholesaler for Resale
- Purchase by 501(c) (3) Organization which in religious, educational or scientific
- Direct purchase by Federal or Vermont Governmental Unit
- Purchase by Volunteer Fire Department, Ambulance Company, Rescue Squad (Registration is not required.)

Name of Purchaser: _____

Trading as: _____

(Street)

(City, Town or PO)

(State and Zip)

Vermont Registration Certificate Number (**Sales & Use Tax Number**): _____

Federal Identification Number: _____

See Instructions – 3(d)

Purchaser's primary business:

I certify that I am authorized to sign this Certificate of Exemption and that, to the best of my knowledge and belief, it is true and correct, made in good faith, pursuant to the State of Vermont Sales and Use Tax Law.

By: _____
(Signature)

(Title)

(If the purchaser is a corporation, an officer of the corporation or other person authorized to sign on behalf of the corporation must sign; if a partnership, one partner must sign; if an unincorporated association, a member must sign; if a sole proprietorship, the proprietor must sign.)

REPRODUCTION OF FORM – You may reproduce this form without approval.

INSTRUCTIONS FOR USE OF RESALE CERTIFICATE OF EXEMPTION (S3)

1. Contractors (S3C); manufacturers, publishers, research and development establishments (S-3M); persons buying fuel for combined home/business premises and for farm use (S-F); farmers (S-3A) must use the exemption certificates listed in parenthesis. There is no resale in the construction situation. The contractors pay use tax on materials incorporated into real estate. This certificate does not apply to contractors. When they contract with an exempt organization to repair, build or alter real estate, the contractors must use form S3C.
2. Call the Department of Taxes at 802-828-2551 if there is any question whether the organization is a 501(c) (3). The typical civic, social, recreational and business league organizations are not 501 (c) (3) organizations.
3. **GOOD FAITH** – In general, a vendor who accepts an exemption certificate in “good faith” is relieved of liability for collection or payment of tax upon transactions covered by the certificate. The question of “good faith” is one of fact and depends upon a consideration of all the conditions surrounding the transaction. A vendor is presumed to be familiar with the law and the regulations pertinent to the business in which he deals.

In order for “good faith” to be established, the following conditions must be met:

- (a) The certificate must contain no statement or entry which the vendor knows or has reason to know, is false or misleading.
 - (b) The Resale and Exempt Organization form must be used.
 - (c) The certificate must be dated and complete and in accordance with the published instruction.
 - (d) The Vermont certificate number is provided. NOTE: Vermont does not register the Volunteer Fire Departments and other listed.
 - (e) The property to be purchased is of a type ordinarily used by the purchaser for the purpose described on the certificate.
 - (f) The purchaser’s certificate must be issued prior to or at the time of the purchase of property.
4. **IMPROPER CERTIFICATE** – Sales transactions which are not supported by properly executed exemption certificates shall be deemed to be taxable retail sales. The burden of proof that the tax was not required to be collected is upon the **VENDOR**.
 5. **RETENTION OF CERTIFICATES** – Certificates must be retained by the vendor for a period of not less than three years from the date of the last sale covered by the certificate. Certificates must be in the physical possession of the vendor and available for inspection.
 6. **LACK OF CERTIFICATE** – The Department of Taxes and its auditors will treat as a taxable sale any transactions for which an exemption certificate was required and is not in the vendor’s possession at the time of sale.

ADDITIONAL QUALIFYING PURCHASES BY SAME PURCHASER – This certificate covers additional purchases by the same purchaser of the same general type of property. However, each subsequent sales slip or purchase invoice based on this certificate must show the purchaser’s name, address and Certificate of Authority number for purposed of verification.

PLEASE NOTE: The "MERCHANDISE PURCHASE AND FINANCE AGREEMENT" (the "Agreement") is a promise to pay by the customer. By signing the "PERSONAL GUARANTY" the Owner (or other Guarantor, if applicable) is, in addition, PERSONALLY guaranteeing repayment of the Account. A signature is required on both the "AGREEMENT and 'PERSONAL GUARANTY'"

MERCHANDISE PURCHASE AND FINANCE AGREEMENT

Customer acknowledges receipt of a copy of Green Mountain Florist Supply, Inc. Payment Terms and Conditions. Customer agrees to be bound by the terms set forth therein. Upon notice of any changes in Terms and Conditions that Green Mountain Florist Supply, Inc. might make from time to time, acceptance of the new Terms and Conditions will be evidenced by continued use of the Account. The person(s) signing this Agreement on behalf of the Customer certifies that he/she has full authority to act on behalf of the Customer. I agree that suit for the balance due may be brought in Chittenden County, State of Vermont, and I agree to accept service of the complaint by certified mail, return receipt requested, addressed to customer at the business or home address written on the Application.

DATE: _____ CUSTOMER NAME: _____
Legal Name of Customer (if different): _____

Signed by: _____
Print Name & Title: _____

DRIVER'S LICENSE # _____ EXP. DATE _____ STATE _____

PERSONAL GUARANTY

This agreement is made between Guarantor and Green Mountain Florist Supply, Inc. ("GMFSI") in consideration of any and all extensions of credit to _____, the Customer, whose address is _____.

I understand that a consumer credit report concerning the undersigned may be requested in connection with Open Account requests, or in connection with updates, renewals or extensions of any credit granted as a result of this account. If I subsequently ask for this information, I will be informed whether or not such a report was obtained and, if so, the name and address of the agency that furnished the report.

Guarantor unconditionally guarantees full and prompt payment when due, with no limitation on liability, of any and all existing or future indebtedness or liability of Customer to GMFSI including but not limited to all finance charges, restocking charges, returned check charges and all reasonable attorney and or collection fees and court costs. Guarantor waives notice of the acceptance of this Guaranty by GMFSI and the extension of any credit by GMFSI to Customers. Guarantor waives presentment, protest, notice, demand, or action on Customer's delinquency with regard to any indebtedness or liability, including any right to require lender to sue Customer or otherwise enforce payment by Customer. I agree that suit for the balance owed may be brought in Chittenden County, State of Vermont. GMFSI may sell, release, surrender, exchange, compromise, waive, subordinate, or modify the indebtedness or liability of Customer to GMFSI, without notice to Guarantor and without affecting Guarantor's liability to GMFSI. This Agreement shall be binding upon the Guarantor, and his/her respective heirs, Executors, Administrators, legal representatives and successors and assigns, and shall inure to the benefit of GMFSI and its successors and assigns.

There are no oral representations, understanding or warranties with respect to the Agreement. It may not be changed except by written agreement signed by the Guarantor and GMFSI.

GMFSI's rights and remedies shall not be modified, limited or waived by any representation, promise or agreement made, of by any course of conduct by GMFSI after the date of this Agreement, unless evidenced by a written document signed by GMFSI.

If any provision of this Agreement is declared unenforceable or invalid in whole or in part, for any reason, the remaining provisions shall continue to be effective.

The Laws of the State of Vermont shall govern this Agreement. Guarantor agrees that any process served on Guarantor(s) shall be sufficient if mailed to the address listed below or to Guarantor's residence by certified mail, return receipt requested.

Signature: _____ Date: _____

Print Name: _____ SS#: _____

Mailing Address: _____

DRIVER'S LICENSE #: _____ EXP DATE _____ STATE _____

Needed ONLY if the person signing the Guarantee is different than the person signing the Agreement on behalf of customer.

FOR OFFICE USE:

Sales Person _____ Acct # _____ Payment Terms: _____

Delivery Route: _____ Credit Limit: _____ By: _____ Date: _____

GREEN MOUNTAIN FLORIST SUPPLY, INC. PAYMENT TERMS & CONDITIONS

Green Mountain Florist Supply, Inc. is exclusively a wholesaler of fresh floral products and florists' supplies. Vermont state requires that a completed Vermont State Resale and Exempt Organization Certificate of Exemption be obtained for all sales. All purchases are F.O.B. plus applicable packaging and handling charges.

AVAILABLE CREDIT TERMS: Customer may elect cash on delivery (COD) terms or prepayment on credit card (VISA, MasterCard, Discover, and American Express). Open Account billing is subject to credit approval.

ECOA NOTICE: The Equal Credit Opportunity Act (ECOA) prohibits credit grantors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age. The Federal Trade Commission administers compliance with ECOA.

OPEN ACCOUNT BILLING AND CREDIT PAYMENT TERMS: Open Account credit payment terms are 30 days from statement date. Invoices dated from the 26th through the 25th of the following month will be billed by monthly statement. If there are no invoice balances due exceeding 30 days, a 2% discount will be allowed for payments if received by the 10th of the month following purchases. Accounts with balances exceeding 30 days will be eligible to take a 2% discount on current purchases ONLY if the entire account balance is being paid in full in a single payment.

FINANCE CHARGE: a finance charge of 1.5% per month (18% APR) will be added to all past due balances on the last day of the billing cycle.

PAYMENTS: All payments received on Open Accounts will be posted first to interest and fees that may be due; the remaining amount if any will be posted to invoices due, paying the oldest invoices first.

ERRORS: Please report any errors on a billing statement to the billing department within 30 days of the statement date.

CREDITS: All claims for credit must be reported to the Sales Department within 48 hours of the invoice date. Each claim must include the invoice number, date of purchase, item, quantity and problem encountered. Merchandise must not be disposed of or destroyed until the credit is approved by the sales department. Approved credits will be issued to the customer's account.

FEES: A \$30.00 fee will be charged for each dishonored check. A restocking fee equal to 15% of the invoice total may be assessed for returns caused by failure to meet COD terms.

DISHONORED CHECKS: Returned checks will be re-deposited one time only. If the same check is returned twice for non payment, the customer will be placed on COD, cash or money order only, and the entire account balance will be declared immediately due and payable. If there are three (3) returned checks on account within a 12 month period, the account will be placed on COD, cash or money order only, and the entire account balance will be declared immediately due and payable; reinstatement of open account or check writing privileges will require review and approval of the credit department.

PAST DUE/OVER LIMIT ACCOUNT: Any account in default 60 days or more, or over the established credit limit, will be reviewed by the credit department. The company may then require the customer to pay for all subsequent purchases on delivery (COD), until all over line and/or past due balances are paid in full; the approval of the credit department will be required to increase or reinstate a credit line.

If it becomes necessary to place this account for collection, Green Mountain Florist Supply, Inc. will be entitled to payment in full for purchases, finance charges, restocking charges, returned check charges, and all reasonable attorney and/or collection fees and court costs.

OTHER CONDITIONS: A consumer credit report may be requested in connection with Open Account requests, or in connection with updates, renewals or extensions of any credit granted as a result of this account. If you subsequently ask for this information, you will be informed whether or not such a report was obtained and, if so, the name and address of the agency that furnished the report.

From time to time, we may receive credit information about you from others, such as other lenders, and credit reporting agencies. We may also furnish on a regular basis credit and experience information regarding your account to other lenders, or to other credit reporting agencies seeking such information.

Customer agrees to immediately notify Green Mountain Florist Supply, Inc. in the event that any Customer Account or business information needs to be corrected or brought current, and agrees to provide Green Mountain Florist Supply, Inc any such information that may be requested by them from time to time.