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APPLICATION FOR CREDIT
 AND AUTHORIZATION TO OBTAIN RETAIL CREDIT REPORT

BILLING AND BUSINESS INFORMATION

Legal name of Business _____ Federal Tax ID Number _____

Street Address _____ Retail Permit/Sales Tax Exempt No. _____

City _____ County _____ State _____ Zip _____

Billing Address (if different from above) _____

Phone Number () _____ Fax Number () _____

No. Employees at This location _____ Description of Business _____

In business since _____ Check one: Proprietorship Partnership Corporation Other

If a subsidiary, Name of parent Company _____

Parent Street Address _____ City _____ State _____ Zip _____ Phone _____

Amount of Credit Desired _____ Estimated Annual Purchases _____

President/CEO _____ E-mail _____ Phone _____ Fax _____

Accounts Payable _____ E-mail _____ Phone _____ Fax _____

Purchasing Agent _____ E-mail _____ Phone _____ Fax _____

Buyer will issue: Verbal Order Purchase Order Hand Copy Purchase Order EDI Other _____

BANK AND TRADE REFERENCES (Fax Number Required)

Bank Name _____ Contact Person _____ Phone _____

Street Address _____ City _____ State _____ Zip _____ Fax _____

Checking Account Number _____ Loan Account Number(s) _____

Supplier Name _____ Contact Person _____ Phone _____

Street Address _____ City _____ State _____ Zip _____ Fax _____

Supplier Name _____ Contact Person _____ Phone _____

Street Address _____ City _____ State _____ Zip _____ Fax _____

Supplier Name _____ Contact Person _____ Phone _____

Street Address _____ City _____ State _____ Zip _____ Fax _____

EXCLUSION OF WARRANTIES AND LIMITATION OF DAMAGES AND REMEDY
 LIMITATION OF ADMISSIBLE EVIDENCE

WICKED WEEDS SYSTEMS, LLC WARRANTS THAT THE SEED SUBJECT TO THIS AGREEMENT CONFORMS TO THE LABEL DESCRIPTION AS REQUIRED BY FEDERAL AND STATE SEED LAWS. WICKED WEEDS SYSTEMS, LLC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BUYER WILL BE SOLELY LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS.

THE PARTIES AGREE THAT TESTING PERFORMED BY AN INDEPENDENT TESTING AGENCY OR LABORATORY (INCLUDING TESTS LEADING TO CERTIFICATION) OBTAINED BY BUYER SHALL BE CONCLUSIVE EVIDENCE OF THE QUALITY OF THE PRODUCT BUYER RECEIVES, INCLUDING BUT NOT LIMITED TO SPECIES, GERMINATION, GRADE, PURITY, WEEDS AND INERT MATTER. IN THE EVENT OF DISPUTE, NO OTHER EVIDENCE OF THE MATTERS ENCLOSED IN SUCH TESTS SHALL BE ADMISSIBLE.

BUYER'S REMEDY FOR ANY CLAIM, INCLUDING BREACH OF WARRANTY AND NEGLIGENCE IS LIMITED EXCLUSIVELY TO RETURN OF THE SEED AND REFUND OF THE PRICE OR REPLACEMENT OF NON-GERMINATING SEEDS.

TERMS AND CONDITIONS

1. Payment by the Buyer of the purchase price shall be as specified in the invoice. All amounts due under this agreement shall be payable in U.S. dollars unless otherwise noted in this agreement. A service charge of one and a half percent (1 1/2%) per month (18% per annum at the highest maximum rate allowed by law, whichever is lower) will be made on all amounts more than thirty (30) days past due. This charge will be added to your account at the close of each month's business.
2. Seller warrants to the extent of the purchase price that the seeds and/or seedlings are as described on the invoice with no exceptions.
3. In the event of short crop, Seller reserves the right to fill the order "premium" and in case of complete failure of crop, Seller shall not be held liable.
4. This contract shall be deemed to have been made in San Antonio, Texas, and the parties agree to submit to the jurisdiction of the courts of the state of Texas to resolve all disputes relating to this contract.
5. In the event this sale is a sale to a Buyer located in the United States or Canada this contract and all matters relating to the performance of this contract shall be governed by the laws of the State of Texas and the NACM and Trade Rules and Usage except to the terms of this agreement was provided to the contract. In the event of a conflict between the terms of this agreement and the NACM and Trade Rules and Usage, then the terms of this agreement shall govern. As the option of Tennessee Wildlife Systems, LLC any contract any transaction may be resolved by, suit or action in the appropriate court or by arbitration in accordance with the rules of the American Arbitration Association.
6. In the event that this sale is a sale to a Buyer located outside the United States or Canada this contract shall be governed by U.S. Rules. In the event of a conflict between the terms of this agreement and U.S. Rules, the terms of this agreement shall govern.
7. In the event of a conflict between the terms of this agreement and any other document, after consultation or communication relating to this transaction, the terms of this agreement shall govern.
8. In the event that litigation or arbitration is initiated relating to this contract, the wrong party shall pay to the prevailing party, its reasonable attorney fees and costs as attorney and at both the trial and appellate levels.
9. Buyer shall not assign this agreement or Buyer's rights hereunder without the express written consent of Seller.
10. Seller neither warrants nor represents against damage from the use or application of the commodity sold and hereby, is expressly released from liability therefor. The Seller undertakes no responsibility for the quality of the goods except as otherwise provided in this contract. The Seller assumes no responsibility for the goods will be fit for any particular purpose for which Buyer may be buying these goods, except as otherwise provided in this contract.
11. This sale is based upon the present ocean freight rates, marine insurances, wharfage, handling or terminal charges, tariff and export taxes as of this date, unless otherwise specified.
12. Any excise taxes, fees or other charges now or hereafter imposed by any governmental agency or authority on the products governed hereby, their transportation, sale or use, shall be added to the price on each invoice.
13. In the event that Buyer defaults in any payment to the Seller or becomes insolvent, or if a court or arbitrator is appointed to all or part of Buyer's assets or a person or partnership, either voluntary or involuntary is filed by or against Buyer, Seller may, at its option, cancel all or any unfulfilled portions of this contract.
14. In the event this agreement provides for the sale of several installments, this contract and independent contracts for sale of the several installments agreed to be delivered are intended. No breach by the Seller as to a particular installment shall affect the contract for payment as provided. The Buyer remains the contractor the Buyer accepts and acknowledges the conditions without exception, including Seller of course. If the Buyer fails to fulfill the terms of this or any other agreement with the Seller, the Seller may, without prejudice to any other legal remedy, deliver further deliveries, or at its option cancel this or any other contract with the Buyer saving to the Seller its right to recover any damage sustained by such cancellation.
15. Failure by Seller at any time to require performance by Buyer of any of the provisions hereof shall in no way affect Seller's rights hereunder to enforce the same and shall not constitute a waiver of any breach to be held to be a waiver of any other succeeding breach or a waiver of this contract's clause.
16. The NACM and Trade Rules and Usage govern this agreement, except to the terms of this agreement provided in the contract, and provide that in all cases payment must be made in full when due and that it is not permissible to withhold payment to offset claims with the Buyer's due here.
17. Any provision hereof contrary to the law of the governing jurisdiction shall be deemed void in the event of such prohibition, but without invalidating the remaining provisions hereof.
18. Where Buyer wrongfully accepts seed, revokes acceptance of seed, fails to make a payment due or a failure delivery, or repudiates part of all of this agreement, Seller may (1) withhold delivery of seed (2) may deliver to any third party (3) identify in the contract seedling seed not stored at or the time the Seller learned of the breach and treat that seed as the subject of resale seed, (4) sell the seed and treat or damages and (5) cancel this agreement.
19. This agreement is not a requirements contract.
20. The undersigned Buyer agrees, as a condition of being granted credit, to pay all sums of collection, including but not limited to reasonable attorney's fees, when same shall be considered part of the total balance of the account due of the Buyer's account in part with a collection agency or attorney for collection or if any legal action is necessary to collect this amount.

All of the terms set forth above are hereby adopted as the terms of each sale to the undersigned Buyer by Tennessee Wildlife Systems, LLC and all Tennessee affiliates used heretofore or modified in writing by both parties. For the purpose of establishing a line of credit with Tennessee Wildlife Systems, LLC, I certify that all of the information on this application is correct and I authorize Tennessee Wildlife Systems, LLC to obtain credit information from my bank and any other available sources.

Authorized Signature _____
Print Name _____
Title _____
Date _____

Authorized Signature _____
Print Name _____
Title _____
Date _____