



ACCOUNT APPLICATION

ACCOUNT #
SALES REPRESENTATIVE
APPROVED CREDIT LIMIT

OFFICE USE ONLY

COMPANY INFORMATION

COMPLETE LEGAL NAME *BFG Supply Co., LLC is a wholesale distributor and does not sell to individuals.		DBA / PARENT COMPANY (IF DIVISION OF OR OWNED BY ANOTHER COMPANY)		
BILLING ADDRESS		CITY	STATE	ZIP
SHIPPING ADDRESS		CITY	STATE	ZIP
COUNTY	BUSINESS PHONE#	BUSINESS FAX#	E-MAIL ADDRESS	
STORE HOURS		RECEIVING HOURS	RECEIVING CONTACT	
TYPE OF BUSINESS: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor - <small>Must provide a current Schedule C of tax return.</small>		STATE OF INCORPORATION	FEDERAL ID#	
BUSINESS EST. DATE	YEARS UNDER CURRENT OWNER	DO YOU OWN THIS BUSINESS PROPERTY? IF NOT, WHO DOES? <input type="checkbox"/>	TAX EXEMPT? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, PLEASE ATTACH CERTIFICATE.	

Applicant affirms and certifies that the information provided on the Account Application is true and correct.

TYPE OF BUSINESS: PLEASE CHECK ALL THAT APPLY				
OPEN: <input type="checkbox"/> ALL YEAR	<input type="checkbox"/> SEASONAL	<input type="checkbox"/> OTHER (Please explain) _____		
<input type="checkbox"/> Landscaping	<input type="checkbox"/> Hydroponics	<input type="checkbox"/> Retail/Garden Center	<input type="checkbox"/> Grower	<input type="checkbox"/> Cannabis Production (Please include pdf of license and license #) _____
Order Preferences:				
Backorders OK? <input type="checkbox"/> Yes <input type="checkbox"/> No	Substitutions OK? <input type="checkbox"/> Yes <input type="checkbox"/> No	P.O. Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Pricing on Pick Tickets? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Lift Gate Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Fork Lift Available? <input type="checkbox"/> Yes <input type="checkbox"/> No	Loading Dock? <input type="checkbox"/> Yes <input type="checkbox"/> No	Appointment Needed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

OWNERS/OFFICERS/PARTNER INFORMATION (NOTE: Copy of Driver's License is required for Sole Proprietor or Individual Applying for Credit)

NAME #1	Title	NAME #2	Title
SSN#	% OWNED	SSN#	% OWNED
MOBILE	ALT. PHONE #	MOBILE	ALT. PHONE #
ADDRESS (if different from above)		ADDRESS (if different from above)	
CITY	STATE	ZIP	CITY
			STATE
			ZIP

DOCUMENT PREFERENCES - please choose how you would like the following documents to be delivered to you

ACKNOWLEDGMENTS	<input type="checkbox"/> E-MAIL:	<input type="checkbox"/> FAX:	<input type="checkbox"/> U.S. MAIL:
INVOICE/CREDITS	<input type="checkbox"/> E-MAIL:	<input type="checkbox"/> FAX:	<input type="checkbox"/> U.S. MAIL:
STATEMENTS	<input type="checkbox"/> E-MAIL:	<input type="checkbox"/> FAX:	<input type="checkbox"/> U.S. MAIL:

WOULD YOU LIKE TO APPLY FOR A LINE OF CREDIT WITH BFG SUPPLY?

NO - I want to prepay for my orders
 *Please sign terms and conditions page

YES - Please complete references. Credit Limit Desired \$ _____
 *Please sign both the terms and conditions and declaration page

BUSINESS CHECKING ACCOUNT REFERENCES

BANK NAME	ACCOUNT NUMBER	CONTACT PERSON	BANK PHONE NUMBER
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BUSINESS TRADE REFERENCES (include horticulture companies, if possible) - only complete if applying for credit

COMPANY NAME	ACCOUNT #	TELEPHONE #	FAX #	EMAIL

DECLARATION OF APPLICANT

Account Application. Applicant has requested credit from BFG Supply Co., LLC (referred to herein as "BFG Supply Co."). Whenever "BFG Supply Co." or "Secured Party" are used throughout this Application, such terms shall include both of the entities identified above and either of the entities identified above shall be entitled to rights, interests, and remedies set forth in this Account Application. By its execution of the Account Application the Applicant affirms and certifies that the information provided on the Credit Application is true and correct.

Release of Credit Information. The signing of this application authorizes BFG Supply Co. to perform credit investigation(s) of the Applicant. Applicant authorizes any references to release information necessary for BFG Supply Co. to make an informed credit decision. BFG Supply Co., is authorized to make all inquiries deemed necessary to determine the credit worthiness of Applicant including with any third parties with which the Applicant has or is conducting business and any additional third parties that BFG Supply Co. deems relevant. BFG Supply Co. is hereby authorized to answer questions about its credit experience with Applicant and to provide information regarding its credit experience with Applicant. If the undersigned individual is not the Applicant, but an authorized representative of Applicant, then the undersigned individual recognizes that his or her individual credit history may be a factor in the evaluation of the credit history of Applicant and hereby authorizes BFG Supply Co., to perform the necessary credit investigation and make all inquiries deemed necessary to determine the creditworthiness of the undersigned individual.

Grant of Security Interest. Grant of Security Interest. To secure payment and performance of all obligations, now existing or hereinafter arising, Applicant hereby grants Secured Party, a continuing security interest in all inventory, equipment, and goods manufactured by, supplied, or distributed by Secured Party, whenever sold, consigned, leased, rented or delivered, directly or indirectly (including via retail establishments/stores), to or for the benefit of Applicant by Secured Party, including but not limited to greenhouses and/or nursery supplies, soils, fertilizers, chemicals, and containers, polycarbonate materials, bamboo materials, and seeds, wherever located, now owned and hereafter acquired, including but not limited to all Secured Party, brand products and any replacement products, parts, accessories and supplies including repossessions and returns, all proceeds from the sale, lease or rental thereof and all existing or subsequently arising accounts and accounts receivable and supporting obligations which may from time to time hereafter come into existence during the time any obligations to Secured Party, remain outstanding (the "Collateral"). Applicant agrees to execute and deliver to Secured Party, upon request, such instruments and assurances as Secured Party deems necessary or desirable to establish, confirm and maintain perfection of Secured Party's rights and interest in the Collateral. In connection with the security interest granted by Applicant, Secured Party may file and/or record any financing statements and/or fixture filings deemed necessary by Secured Party to protect its rights and interests in the Collateral. Applicant hereby authorizes Secured Party to file all financing, continuation and amendment statements and such other documents as Secured Party deems necessary or desirable to protect its right, title and interest in the Collateral. In addition, Applicant hereby ratifies its authorization for Secured Party to have filed in any jurisdiction any financing statements or amendments thereto if filed prior to the date hereof. Applicant authorizes Secured Party to file a Uniform Commercial Code (the "UCC") Financing Statements in the filing office of any jurisdiction(s) Secured Party deems to be appropriate pursuant to the UCC. Debtor waives its right to receive a verification statement evidencing the registration of a UCC/PPSA Financing Statement or UCC/PPSA Change Statement.

Covenants of Applicant. Applicant will maintain the Collateral in original condition but for the ordinary wear and tear and will insure the Collateral against all expected risks. Applicant will not subject the Collateral to any adverse encumbrance or lien, or sale or other transfer other than as approved in writing by BFG Supply Company, LLC. Applicant will not locate the Collateral at any location other than as known to BFG Supply Co. Applicant will promptly advise BFG Supply Co. of any change of Applicant's name or business nature, location, and business openings and closings.

Account Application. The following constitute Applicant defaults: (i) non-payment in timely fashion of Applicant's indebtedness to BFG Supply Co, (ii) bankruptcy, insolvency or assignment for the benefit of creditors or (iii) misrepresentation or breach in respect of any provision of this or any agreement between BFG Supply Co. and Applicant. In the account application, BFG Supply Co. may declare all unpaid balances due and payable and/or may require Applicant to assemble the Collateral and make it available to allow BFG Supply Co. to take possession or dispose of the Collateral. Applicant further agrees to pay all reasonable attorneys' fees and all other costs and expenses incurred by BFG Supply Co., in the collection of any obligation of Applicant under this Account Agreement or related to any amounts that are or become due from Applicant to BFG Supply Co. In the account application, BFG Supply may remove Applicant's credit limit with no requirement for written notice to Applicant of the same and may conduct any credit investigation on the Applicant or any Guarantor upon an account application. The Applicant agrees that any statute of limitations related to pursuing any claims against the Applicant or any obligors on any debt incurred under this Account Application, shall be "tolled," postponed, extended, and delayed such that the same begin to run for the date of the last payment made on any indebtedness owed under the Account Application.

Miscellaneous. The information contained herein is submitted by Applicant for the purpose of obtaining credit. Applicant expressly agrees to make payment in full to BFG Supply Co. for any purchases made from BFG Supply Co. in accordance with the terms of all invoice(s) issued by BFG Supply Co. Should Applicant default in any such payment, Applicant expressly agrees to pay a late charge on any amounts in default of 2% per month (annual rate 24%), and, all amounts owed to BFG Supply Co. by Applicant may, at the option of BFG Supply Co., become immediately due and payable. The terms and conditions of sale are subject to and will be construed in accordance the terms and conditions of sale in effect for BFG Supply Co. and with the laws of the State of Ohio. The latest version of Terms and Conditions is listed at www.bfgsupply.com. The parties hereto hereby agree that any such litigation between them may be filed, tried and litigated in a federal or state court located in the State of Ohio or the State of Indiana. In connection with the foregoing, the parties hereto irrevocably consent to the jurisdiction and venue of such courts and expressly waive any claims or defenses of lack of jurisdiction or of proper venue by such court. This Agreement and any purchase orders between the parties constitute the entire agreement of the parties hereto with respect to the subject matter hereof and shall be deemed to supersede all prior and contemporaneous agreements, representations, and understandings, whether written or oral.

Severability. This Agreement is intended to be in compliance with all laws and regulations. In the event that any one or more of the provisions or terms contained in this Agreement should be adjudged to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions and terms contained in this Agreement shall not in any way be affected or impaired thereby, and shall be otherwise valid, legal and enforceable.

IF AN INDIVIDUAL for unincorporated entity: _____
 (Name as appears on driver's license) Signature Printed Name Date

IF ON BEHALF of an INCORPORATED entity: _____
 (By a legally authorized officer or owner) Printed Name Title Date

GUARANTY

In consideration of credit being extended by BFG Supply Co. to the Applicant identified above, whether Applicant be an individual or individuals, a proprietorship, a partnership, a corporation, or other entity, the undersigned guarantor or guarantors (collectively, the "Guarantors") each hereby (jointly and severally if more than one) unconditionally guarantee to BFG Supply Co. the faithful payment, when due, of all obligations of the Applicant to BFG Supply Co. together with all fees and expenses incurred in a suit to enforce this Guaranty. The Guarantors each hereby expressly waive (i) all notice of acceptance of this guaranty, (ii) all notice of extensions of credit to Applicant, (iii) presentment and demand for payment, (iv) protest and notice to the Guarantors of dishonor or default by Applicant, and (v) all other notices to the Guarantors and all defenses given to sureties or guarantors at law or in equity other than payment. By signing below, the Guarantors authorize BFG Supply Co. to make all inquiries deemed necessary to determine the creditworthiness of the Guarantors. BFG Supply Co., is authorized to answer questions about its credit experience with the Guarantors and to provide information regarding its credit experience with the Guarantors. The Guarantors acknowledge that execution of this guaranty is a material part of the consideration upon which BFG Supply Co., is relying on to extend credit to the Applicant, that this guaranty is executed as an inducement to BFG Supply Co. to consummate such extension of credit, and that this Guaranty is in the Guarantors' interest and to the Guarantors' direct or indirect benefit.

IN HIS/HER INDIVIDUAL CAPACITY: _____ (Seal)
 Signature Printed Name Date

IN HIS/HER INDIVIDUAL CAPACITY: _____ (Seal)
 Signature Printed Name Date

Please mail, email or fax completed application and tax exempt certificate (if applicable) to:

BFG Supply Co., LLC
 14500 Kinsman Road
 P.O. Box 479
 Burton, OH 44021

Email: credit@bfgsupply.com
 Fax: 800-579-0465 PHONE: (800) 883-0234 Ext. 4997

Terms and Conditions of Sale 2020

BFG Supply Co., LLC referred to as BFG

RELATIONSHIP TO ACCOUNT APPLICATION

These Terms and Conditions together with the Account Application and any fully executed Agreements between the parties contain the entire understanding between the parties as to all matters referred to herein. No other representations, covenants, undertakings or prior or contemporaneous agreements, whether oral or written, regarding any matters that are not specifically contained and incorporated in this Agreement, shall be deemed to have any effect or binding impact upon the parties. The language of this Agreement shall be construed according to its fair meaning and in accordance with its purpose and without regard to whom may have drafted any particular provision herein. For purposes of these Terms and Conditions "Customer" shall mean the legal entity that is a part to any BFG Supply Co. Account Application, or any Order placed with BFG Supply Co. and "Guarantor" shall mean any individual that executes the BFG Supply Co. Account Application as a guarantor.

ACCOUNT APPLICATION

Payment terms are stated on your invoice. Discounts may be offered on certain products in certain situations and will be specified on the invoice. These discounts, if offered, are only available on invoices paid and received into the BFG office within the terms outlined on your invoice via cash or check and payments via credit card are not eligible for discounts. Buyer is responsible for mail time and discounts are only available if BFG actually receives eligible payments during the time frame set forth in these Terms and Conditions. Post marks will not be considered. A finance charge of 2% per month (24% annually) will be assessed on invoices not paid within invoice term date. Payments received towards balance will first be applied to finance charges unless otherwise stated in writing by BFG. BFG reserves the right to assess the maximum amount of finance charges permitted by applicable law. BFG has the absolute discretion to place an account on C.O.D. status until past due balances, including finance charges, are satisfied in full and BFG has determined that Buyer is eligible for the reestablishment of a credit line in BFG's sole discretion. Any failure of the Buyer to satisfy any of its obligations under a Account Application with BFG, including but not limited to the failure to satisfy amounts due within payment terms shall comprise an event of default. In the event of default, if BFG must employ a collection agency or attorney to collect any past due account, Buyer shall be responsible for the satisfaction of all amounts incurred in collection of any past due account including collection costs and attorney fees.

PAYMENTS

Visa, MasterCard, Discover and American Express are acceptable payments at the time of purchase up to \$10,000 or higher as approved by BFG. Payments made after a finalized sale that require (or per request) a change in terms will be charged a 3% convenience fee. Please call BFG Accounts Receivable department at 800-883-0234 Ext 4997. Mail payments by check to BFG Supply Co., LLC PO Box 88120, Carol Stream, IL 60188-8120. All return checks are subject to a \$35 NSF fee.

ACCOUNT APPLICATION AND TAX EXEMPT FORMS

Account can be established by submitting a completed BFG Supply Co. Account Application. Allow three to four weeks for complete processing. In addition, a tax-exempt form for your state must be on file with BFG or taxes will be charged on all purchases. The Account Application must be completed in its entirety to avoid processing delays. Failure to provide all information will result in adverse action with respect to Buyer's application for credit, including declining the application.

INVOICES/STATEMENTS

Product will be invoiced on the date product is shipped from BFG or when delivery information is received from a manufacturer shipping direct. BFG will make good faith efforts to transmit monthly Account Statements at the beginning of each calendar month. Account Statements are reminders of open invoices, however, Account Statements do not grant an additional amount of time to remit payment. Please follow the terms indicated on your individual invoice. Copies of invoices can be located at www.bfgsupply.com or contact BFG at 800- 883-0234. All these documents may be mailed, faxed, or e-mailed. Please contact BFG Supply Co., LLC or visit www.bfgsupply.com with your choice preference.

RETURNS

Our merchandise is sold on an outright sale basis and is not subject to return unless mis-shipped, damaged or defective. Any shipments refused for reasons other than freight damage will be subject to freight charges both ways as well as a restocking charge. If merchandise is mis-shipped, please contact our office for return authorization. We will arrange return transport and credit.

DAMAGE/SHORTAGE/DEFECTIVE ITEMS CLAIMS

Damage in shipment claims on items shipped via Fed-Ex/UPS/etc., must be made within one (1) business day (24 hours) of receipt of the merchandise. All claims for shortages and defective items must be reported to us within one (1) business day (24 hours) of delivery. All claims regarding billing errors, (pricing, terms, etc.) must be reported to BFG Supply or our representative within 30 days of delivery. Immediately upon receipt of truck shipments, examine the shipment carefully before signing the freight bill. If damage or shortage is evident, do not accept shipment without notation on the freight bill by the driver. Failure to do so may prevent you from filing a claim with the carrier. If you need assistance regarding damage claims, please contact your nearest BFG service location. A photograph of damaged product needs to be included with any damage claim. Merchandise found to be defective will be picked up (or field destroyed if you are advised to do so) and full credit will be issued provided the merchandise does not look like it has been abused or misused and is in accordance with the manufacturer's warranty policy. BFG Supply is not liable for damages, injuries or loss of revenue as a result of a manufacturer's defective item.

DELIVERIES

Title and risk of loss pass to the Buyer upon delivery of the Product. BFG delivers to customers in designated delivery areas according to an established daily routing schedule. Although we do our best to run the same routes on the same days each week, unavoidable circumstances may arise which prevent us from adhering to our normal schedule. Please note that we will do our best to make sure you receive the product you need when you need it. BFG delivery charges vary by location. Please contact your local BFG service center for pricing. Or ask your Sales Representative or Customer Service Rep for current delivery charges. Backorders may be subject to delivery charge. Delivery via BFG vehicles or trucks is subject to the equipment available at the BFG Service Center and the ease of access to the destination. Please contact your delivering service center for details. Some orders may be shipped via Fed-Ex/UPS/ Etc. at the buyer's expense and are subject to an additional order handling charge. Deliveries outside of our designated area may not ship via BFG and additional freight charges may apply. Please check with the local BFG location for complete details. Please note: all flower and vegetable seed for plant growers are shipped from our Harrisonburg Facility. No orders may be shipped via UPS for a C.O.D. purchase. These orders must be prepaid. Advanced payment arrangements must be made with your local BFG Service Center for all BFG truck deliveries. BFG drivers do not carry cash. Important: All orders for delivery via BFG tractor-trailer must be phoned or faxed in at least 48 hours prior to your scheduled delivery day. BFG will accept "add-on" orders before 10:00 a.m. on the business day prior to your scheduled delivery day but cannot guarantee that they will fit on the trailer. It is necessary that the customer has appropriate personnel present to assist our drivers in unloading.

WILL CALLS

Customers who wish to pick up merchandise from our warehouses are most welcome to do so. However, merchandise is not available in all locations; please call to verify if item is stocked. To help expedite your order, please call your order in ahead. Orders for pick up in the morning should be called into the office by 5:00 p.m. the day before. You may pick up items between 8:00 am-4:30 pm.

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