

Capitol Wholesale Nursery
2938 Everdale Drive
San Jose, California 95148
phone (408) 239-0589
fax (408) 239-0357

STANDARD OPEN BOOK ACCOUNT AGREEMENT

To Capitol Wholesale Nursery, Sellers:
In consideration of your extending credit on open book account to:

Purchaser, the undersigned, and each of them, jointly and severally, agree to pay the whole open book account according to the following terms:

NET 10th FOLLOWING MONTH

In the event this account becomes past due beyond normal terms, I/We agree to pay liquidated damages of two percent (2%) per month (24% annual rate), and in the event court suit is necessary, I/We agree to pay reasonable attorney fees, and that the jurisdiction for any legal action is to the County of Santa Clara, State of California.

I/We certify that the credit application information has been supplied truthfully, accurately, and voluntarily, and therefore authorize the name creditor to investigate my/our credit-worthiness, credit history, and my/our financial responsibility through any credit bureau or by any other reasonable means, including direct contact with past and present creditors.

I/We also authorize banks and other financial institutions to give information to the named creditor in connection with this transaction about my/our savings and checking accounts and loans. If credit is extended as a result of the application, I/We agree to make payment promptly in accordance with the creditor's usual terms.

By: _____
(Signature of Owner, Partner, Officer)

Title: _____ Date: _____

By: _____
(Signature of Owner, Partner, Officer)

Title: _____ Date: _____

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TERMS AND CONDITIONS

Terms

New and unestablished accounts are cash. We will be pleased to make credit arrangements with established businesses. Open accounts are payable on or before the 10th of each month following date of delivery. Past due accounts will be subject to a 2% monthly service charge (24% annually).

Prices quoted are for the wholesale trade only. They are based upon present market conditions and are **subject to change without notice**.

Buyer acknowledges, guarantees, and warrants to Capitol Wholesale Nursery that the person signing this contract, and future invoices evidencing materials purchased pursuant to this contract, any financing statement, bill of lading, delivery ticket, or receipt, is a person authorized to sign the same. In the event the Buyer wishes to specify or limit persons in authority to order and purchase on his/her behalf, it shall be the Buyer's responsibility to submit and update such a list.

Claims

All claims must be made in writing within 48 hours upon receipt of goods.

Non-Warranty

We exercise great care to assure that plants are true to name. Capitol Wholesale Nursery assumes no liability for failure to deliver caused by any circumstances beyond our control. Liability in all instances is limited to the purchase price of the goods.

Restocking Charge

All items returned will be subject to a 15% restocking charge unless damaged in shipment, unsuitable for sale, or sent in error.

California Preliminary Notice Information

We ask that all necessary information be given at the time the order is placed.

Delivery

We will make deliveries from Marin Co. to Monterey Co (for a nominal fee), please inquire.

5/26/04