



Hash Tree Company 1199 Bear Creek Road Princeton, Idaho 83857	Phone: 208-875-1000 Fax: 208-875-0731 Email: sales@hashtree.com <a href="http://www.hashtree.com">http://www.hashtree.com</a>
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# ACCOUNT APPLICATION & PURCHASER ACKNOWLEDGEMENT

## ACCOUNT APPLICATION:

\_\_\_\_\_  
Name of Firm or Individual Credit Applicant

\_\_\_\_\_  
Years At This Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Area Code - Phone #

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
FAX Number

The above named firm or individual hereby applies for credit and submits the following information for that purpose. The following information must be provided:

### BUSINESS INFORMATION:

Corporation     Partnership     Sole Proprietor     Individual     LLC

Nature of Business: \_\_\_\_\_

Year Established: \_\_\_\_\_

Person to Contact Concerning Accounts Payable (Name & Phone #):

\_\_\_\_\_

Does your company use a numbered purchase order system? \_\_\_\_\_

Owner(s), Partners, or Officers:

Name	Address	Title	Phone #
_____			
_____			
_____			

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FINANCE:**

Bank: \_\_\_\_\_ Address: \_\_\_\_\_

Contact : \_\_\_\_\_ Phone #: \_\_\_\_\_ Title: \_\_\_\_\_

Bank: \_\_\_\_\_ Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_ Title: \_\_\_\_\_

**REFERENCES:** (Please list 3)

1. \_\_\_\_\_  
Business Name \_\_\_\_\_ Phone \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_ Fax \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

2. \_\_\_\_\_  
Business Name \_\_\_\_\_ Phone \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_ Fax \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

3. \_\_\_\_\_  
Business Name \_\_\_\_\_ Phone \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_ Fax \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## **PURCHASER ACKNOWLEDGMENTS:**

**CREDIT TERMS:** If credit is extended by Hash Tree Company, the applicant(s), as witnessed by his/her/their signature(s) at the end of this document, hereby agrees to the following terms and conditions:

Any and all purchases hereafter made by Purchaser from Hash Tree Company are due Net 30 days from date of invoice. Overdue accounts are subject to a Finance Charge of 2% per month (24% APR). All discounts are invalid on accounts over thirty (30) days past due. Overdue accounts may be placed on a Prepay or C.O.D. basis, which will continue until credit can be re-established. In the event the account becomes delinquent, Purchaser agrees to pay all costs of collections, including but not limited to commercial collection agency fees, costs of mediation and arbitration, court costs, and reasonable attorney fees. Purchaser hereby acknowledges that materials and services purchased from Hash Tree Company are not payable in installments, but are payable in full, U.S. Funds, as stated herein, unless written arrangements have been made and agreed to by Hash Tree Company and the Purchaser. All sales are subject to Idaho State Sales Tax unless customer has filed a valid Idaho Sales Tax Resale or Exemption certificate with Hash Tree Company. There will be a 20% Restocking Charge on all materials returned for credit and/or orders cancelled or placed on hold by Purchaser later than three (3) weeks prior to shipping date. Hash Tree Company shall have a valid lien on all products picked up or delivered until such time as the product is paid for. Upon placement of an order or anytime thereafter, Hash Tree Company shall have the right to request and receive the storage location and/or final job destination of the products purchased under this agreement. Upon receipt of the completed application for credit, Hash Tree Company reserves the right to request current financial statements, order credit reports, check references or otherwise investigate the credit worthiness of the applicant as a condition of the granting of credit. Applicant agrees to cooperate with Hash Tree Company in obtaining this information, and hereby authorizes disclosure of this information to Hash Tree Company.

**WARRANTY:** Hash Tree Company warrants that all nursery stock shipped will be true to name and viable at the time of shipment to Purchaser and will replace, on proper proof, all that may prove otherwise assuming compliance with the within Claims procedure. All stock is graded to local industry standards. Purchaser must accept shipment as soon as the nursery stock is dug. **ASIDE FROM WARRANTING THAT NURSERY STOCK SHIPPED WILL BE TRUE TO NAME AND VIABLE WHEN SHIPPED, NURSERY STOCK IS SOLD "AS IS" WITHOUT ANY OTHER WARRANTY, EXPRESS OR IMPLIED. HASH TREE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. PURCHASER ACCEPTS ALL PRODUCTS AS IS. HASH TREE COMPANY DOES NOT GUARANTEE OR WARRANT SURVIVABILITY OF NURSERY STOCK AFTER BEING SHIPPED IN GOOD, VIABLE CONDITION. UPON SHIPPING, ANY RISK OF LOSS IS BORNE BY PURCHASER.**

Purchaser shall have the right to inspect nursery stock prior to purchase. Purchaser will be solely responsible for determining the fitness and suitability of the nursery stock for any intended use. Hash Tree Company, by this disclaimer, gives notice that any statement made by Hash Tree Company, its representatives, employees or agents in the sale of nursery stock will not create any warranty of merchantability, fitness for any intended purpose or use, survivability, or any other warranty beyond that stated above. Statements or descriptions are informational only, and not made or given as a warranty of the product in any way. Any action on any previous sale to Purchaser or any other person will not imply any warranty beyond that stated above.

Hash Tree Company's maximum liability, whether contractual or for negligence or otherwise, is limited to the amount paid to Hash Tree Company for the purchase of the nursery stock under all circumstances and regardless of the nature, cause or extent of any claim or loss. **HASH TREE COMPANY IS NOT LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF PURCHASER'S NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE.** In no case shall Hash Tree Company be responsible for consequential, exemplary or special damages, regardless of whether any problems or defects are discoverable or latent.

It is agreed that Hash Tree Company's liability and Purchaser's sole and exclusive remedy, whether in contract, warranty, tort (including negligence), strict liability or otherwise, shall not exceed the amount of the purchase price paid by Purchaser, and under no circumstances shall Hash Tree Company be liable for any special, incidental, exemplary or consequential damages, including, but not limited to, damages for personal injury, property damage, costs of replacement stock, damage to or loss of nursery stock, lost profits or revenue, reputational injury and other costs or expenses, even if Hash Tree Company has been advised of the possibility of such damages. Purchaser acknowledges that the price stated for the nursery stock is a consideration in limiting Hash Tree Company's liability and Purchaser's remedy.

**CLAIMS:** Purchaser must submit to Hash Tree Company any claim concerning stock purchased from Hash Tree Company, in writing, within **10 days** after date of delivery. Upon failing to submit a Claim within the requisite period of time, Purchaser acknowledges that it is barred from any remedy whether at law or in equity. No cash refunds will be issued. **UNDER NO CIRCUMSTANCES SHALL HASH TREE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE ORIGINAL PURCHASE PRICE.**

**CONTINGENCIES.** Purchaser acknowledges that all orders may be voided or modified by Hash Tree Company should it be unable to fill any order due to causes beyond Hash Tree Company's control. Such causes may include, but not be limited to, drought, disease, flood, fire, frost, hail, errors in count, labor relations, government regulations and restrictions of any kind or the inability to obtain materials, supplies, or stock.

**NOTIFICATION OF NON-COMPLIANCE AND CURE.** If the Purchaser believes that Hash Tree Company has not complied with or fulfilled any of its obligations under the agreement to purchase nursery stock, the Purchaser shall notify Hash Tree Company in writing of any alleged non-compliance within ten (10) days of delivery of such nursery stock. Hash Tree Company shall have ten (10) days from receipt of such written notice in which to cure any breach or non-compliance. In the event nursery stock was not viable or was not true to name when shipped, in its sole discretion Hash Tree Company may refund Purchaser's purchase price in exchange for such stock or replace such nursery stock. **IT IS EXPRESSLY ACKNOWLEDGED BY PURCHASER THAT ITS FAILURE TO COMPLY WITH THIS NOTICE REQUIREMENT WILL BAR THE PURCHASER FROM ANY REMEDY, WHETHER AT LAW OR IN EQUITY.**

**MEDIATION OF DISPUTES.** Purchaser and Hash Tree Company agree that they will mediate before a mutually agreeable mediator any disputes arising from or relating to the obligations of the parties under the agreement to purchase nursery stock. No party may unreasonably withhold its consent to mediate before an identified mediator. Each party shall bear its own costs and attorney's fees of mediation. If the matter cannot be resolved with the aid of the mediator it shall be submitted to the American Arbitration Association for final and binding confidential arbitration. Any such mediation shall occur before any party seeks relief in arbitration and it is expressly acknowledged by Hash Tree Company and Purchaser that mediation is a necessary condition precedent to arbitration. The parties agree that no arbitration shall be filed unless and until the mediator declares, in writing, that mediation has reached an impasse.

In the event that Purchaser fails to give timely notice of any Claim and also fails to pay in whole or in part for stock within thirty (30) days of shipment, Hash Tree Company is authorized to seek any and all remedies available including but not limited to commercial collection agencies and all remedies available at law or in equity in the Second Judicial District Court of Idaho, notwithstanding any term herein to the contrary.

**ARBITRATION. ALL CONTROVERSIES, CLAIMS, DISPUTES AND MATTERS IN QUESTION ARISING OUT OF, OR RELATING TO, THE PURCHASE OF NURSERY STOCK FROM HASH TREE COMPANY, OR THE RELATIONS BETWEEN HASH TREE COMPANY AND THE PURCHASER, SHALL BE DECIDED BY ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. PURCHASER ACKNOWLEDGES THAT MEDIATION IS A NECESSARY CONDITION PRECEDENT TO ARBITRATION.** The parties agree that the arbitration shall take place in Moscow, Idaho, shall be governed by the laws of the State of Idaho, shall be before a single arbitrator, and that the arbitrator shall apply Idaho law, except as otherwise expressly provided herein. The award rendered by the arbitrator shall be final and judgment may only be entered upon it in accordance with applicable law in the Second Judicial District Court of Idaho. The arbitrator may grant Hash Tree Company injunctive relief, including temporary, preliminary and permanent injunctive relief, in order to protect the rights of Hash Tree Company, but shall not be limited to such relief. The arbitrator shall award the substantially prevailing party its costs and attorneys fees. This provision for arbitration shall not preclude Hash Tree Company from seeking temporary or preliminary injunctive relief in a court in order to compel arbitration or to protect its rights pending a final determination by the arbitrator, nor shall the filing of such an action constitute a waiver by Hash Tree Company of its right to seek arbitration or any other rights it may have. In arbitration all parties acknowledge that special, consequential, incidental and punitive damages are unavailable, that the arbitrator is barred from awarding any such relief and that the liability of Hash Tree Company regardless of the nature of Purchaser's Claim is the total purchase price, exclusive of shipping costs, actually paid by Purchaser to Hash Tree Company for nursery stock.

**APPLICABLE LAW.** The rights and responsibilities of Hash Tree Company and Purchaser shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Idaho. Hash Tree Company and Purchaser agree and acknowledge that for all purposes, the relationship between them was made, entered into, and performed in the State of Idaho, Latah County, and that venue for any Claim is Latah County, Idaho, as herein articulated.

**ATTORNEY'S FEES.** Should either Hash Tree Company or Purchaser elect to enforce its rights under any agreement to purchase nursery stock, through arbitration, the substantially prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, against the other party.

**SEVERABILITY.** The within provisions are severable. If any provision of this acknowledgment or its application is held invalid, the invalidity shall not affect other obligations, provisions, or applications of this acknowledgment which can be given effect without the invalid obligations, provisions, or applications.

**I/We, the undersigned, hereby certify that all of the above information is correct. I/We fully understand the credit terms of Hash Tree Company and agree to prompt payment of the account in consideration of the extension of credit. Corporation officers, partners or proprietors herewith acknowledge and assume personal responsibility for debts incurred in the name of the firm. The consideration for this guarantee is the continued extension of credit.**

_____ Signature of Applicant/Purchaser	_____ Title	_____ Date
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