

## **Wholesale Account Application**

Please fill out this application completely and return it to our accounts manager.

C	ompany Profile (Complete	all fields	if applical	ble. Asterisl	k (*) marks require	ed fields.)							
*Trade Name:						*Legal							
*Company Address:										Suit	Suite / Unit Number:		
C	ountry:		*State:				*Zip Code:						
*В	usiness Phone Number:		*Email:										
W	ebsite:												
Bill To Information (If different than above.)													
Mailing Address:										Suite / Unit Number:			
Country: City:					State:				Zip Code:				
Business Information													
*В	usiness License Number:		*Tax ID:										
*Number of Years in Business:				Estimate	lases:			Annual Sales Figure:					
Company Ownership													
*Ownership Type:				*Type of Business:					*State in Which Incorporated:				
ıfo	*1st Owner Name:	*Shares %:					*Title:						
1st Owner Info	*Home Address:	·					Suite / Unit Number:						
Owi	*City:	*State:					*Zi	*Zip Code:					
151	*Phone Number:	Cell Number:					*Email:						
nfo	2nd Owner Name: Shares %:						Title:						
Owner Info	Home Address:					Suite / Unit Number:							
I OW	City:	State:					Zij	Zip Code:					
2nd (	Phone Number:			Cell Number:					Email:				
С	ontact Information (§ Fill	out <i>Culti</i>	vation Ma	anager Info	for Commercial A	ccounts or	nly.)						
§ Cultivation Manager Info								-					
Phone Number:				Cell Number:						Email:			
P	urchaser Info	*Name:											
*Phone Number:				Cell Number:					*Email:				
A	ccounting Info	*Name:											
*Phone Number:				Cell Nur	mber:				*Email:				
D	elivery Information (‡ Fil	ll out Ship	To addre	ess if differe	ent than <i>Bill To</i> ma	iling addre	ess.)						
‡	Ship To Address:		‡ City, State, Zip Code:										
*Area Type: *Loadir Availal				ng Dock ble:		*Forklift Availab		e	*N fo	*Need Appointment for Delivery:			
	Sun	day:		to		Clos	ed	Thursday:			to	Closed	
	Operation Mon	day:				Clos	ed	Friday:			to	Closed	
	Hours Tues	sday:		to		Clos	ed	Saturday:			to	Closed	
		lnesday:		to		Clos		,				_	
*S	hareholder or Authorized Officer	:						*Title:					
								1					
	*Signature:						*Da	ite:				Page 1 of 2	



### **Wholesale Account Application**

Please fill out this application completely and return it to our accounts manager.

# Terms & Conditions

These Financial Terms ("Terms") govern the financial relationship between Hydrotek Arizona LLC ("Hydrotek") and its customers ("Customer"). By placing an order or receiving a shipment from Hydrotek, Customer agrees to these Terms.

#### Payment Terms

Customer shall pay all invoices in accordance with the terms provided in such invoice.

#### Change in Terms

Hydrotek has the right to modify the terms of this agreement at any time, with or without prior notice. Such modifications may include (i) placing the Customer on "Stop Ship" or "C.O.D.", (ii) changing payment terms and the credit line amount provided by Hydrotek, (iii) imposing specific payment requirements and schedules for certain orders, including requiring upfront payment via wire transfer for international orders, and (iv) demanding a non-refundable deposit for any order. By continuing to do business with Hydrotek, the Customer agrees to comply with any changes to the terms and conditions outlined in this agreement. The Customer is responsible for regularly reviewing the Terms and Conditions for updates and modifications.

#### Past Due Accounts: Collections

Accounts with balances aged over thirty (30) days may be turned over for collection by a third-party collection agency. All costs and expenses of collection of unpaid invoices, any default of Customer, or other obligation owed to Hydrotek, including attorney's fees incurred by Hydrotek before trial, at trial, and on any appeal and including any fees incurred in any bankruptcy proceeding, shall be the responsibility of Customer and added to the balance due and owing.

#### Releasing Orders

Orders placed under accounts with past due balances will be held until the account becomes current, even if the account is under the established credit limit. Payments must be received by Hydrotek for held orders to be released. Verbal assurances that a check has been sent are not sufficient for orders to be released. In this situation, payment may be made via check by email/fax, wire transfer or credit card to expedite the shipment.

#### **Disputed Amounts**

In the event Customer disputes a charge on an invoice, full payment must be made on the undisputed amount. Customer may not withhold the entire payment amount because of disputed amounts. Any invoice paid short must include a memo detailing the specific reason and justification for the short payment. Hydrotek and Customer will work in good faith to resolve any disputes within thirty (30) days. Disputes not resolved in thirty (30) days and remaining unpaid shall be deemed to be past due and owing.

#### Further Assurances

If Hydrotek believes Customer will not fulfill its obligations under any purchase order or these Terms, Hydrotek may suspend performance until Customer provides Hydrotek with adequate assurances or additional security of performance acceptable to Hydrotek.

Initial H	ere		
*Initials _		. *Date: _	

These Terms shall be governed by and construed in accordance with the laws of the State of Arizona. Any dispute arising out of or relating to these Terms shall be resolved through arbitration in accordance with the rules of the American Arbitration Association in Phoenix, Arizona. The prevailing party in any arbitration or litigation arising out of or relating to these Terms shall be entitled to recover its reasonable attorney's fees and costs.

These Terms constitute the entire agreement between Hydrotek and Customer regarding financial matters and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties.

