

# Credit Terms

## Credit Terms

### Foster-Caviness Terms and Conditions:

### **I/we understand and agree to abide by the following Foster-Caviness Terms and Conditions:**

A) Foster-Caviness expects all payments to be in our accounting office on or prior to the due date. Failure to do so may result in the account being placed on COD (Cash on Delivery) or Credit Hold at Foster-Caviness' discretion.

B) If any concealed damages or quality issues are found after delivery, please contact our customer service office for a return authorization within 24 hours of delivery. Include in your request the product and quantity, original invoice date and invoice number. The product must be returned in the original shipping box with the original label intact. We will issue a Return Authorization for our driver to pick up the product for inspection and determination of credit (*credit is NOT guaranteed*).

C) Returned checks will be assessed a \$25 Handling Fee. Service may be suspended, at Foster-Caviness' discretion, until the returned check is replaced and fee paid with Cash, Money Order, or Certified Check.

D) Short pays, skipped invoices, and late payments may result in placing the account on credit hold, thus prohibiting future shipments until a resolution is obtained.

E) Past due balances may result in placing the account on credit hold thus prohibiting future shipments until a resolution is obtained.

F) In the event of default of payment on this account, the customer will be responsible for all past due balances, interest, and/or all applicable collection and/or Attorney's fees.

G) The customer is responsible for notifying Foster-Caviness of any change of ownership of their company.

H) The perishable agricultural commodities purchased by the credit customer are sold subject to the statutory trust authorized by section 5 (c) of the Perishable Agricultural Commodities Act, 1930, (7 U.S.C. 499e (c)). The seller of the same commodities retains a trust claim over the commodities and any receivables or proceeds from the sale of the commodities until full payment is received.

*I attest that the information provided is true and is given to request Foster-Caviness to extend credit to the above applicant. My company and I authorize such credit investigations as seen fit by Foster-Caviness, including contacting the trade references and bank to obtain credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to disclose any and all information concerning the financial and credit history of my company and myself as applicable.*

***Signer must be an authorized signer for the bank account noted above and agrees to the use of a digital signature to guarantee an enter all agreements herein.***