Organics Management Holdings, LLC

Sales Agreement and Application for Credit

Sales agreement and application for credit between Organics Management Holdings, LLC, its subsidiaries, Southeast Soils, LLC, CompostUSA of Highlands County, LLC, CompostUSA of Sumter County, Life Soils Florida, LLC, Agri-Source, LLC and HQ Compost Holdings, LLC (collectively the "Seller") and

Company Name: _____

Mailing Address: _____

Shipping Address: _____

Phone Number: _____ Mobile: _____

Website: _____ Email Address: _____

Do You Require Purchase Orders? Yes/No Preferred Hours of Delivery: _____

Names of Principal Owners, Partners, or Corporation Officers: _____

Purchasing Agent/Site Contact: _____

Federal I.D. Number: _____ Sales Tax Number: _____

Sales Tax Exemption Certificate: Yes/No Banking Name and Mailing Address: _____

Waiver of Liability: Seller may provide recommendations as to the possible usage of its products. It is the Company's sole discretion to follow any recommendations. The Company recognizes and acknowledges that each end user has its own practices and conditions, and that proper usage of all material purchased is the sole responsibility of the purchaser. The Company/user acknowledges that Seller is in no way liable for any loss, damage or injury, direct or consequential, arising out of the use of any product(s). Seller's only obligation shall be replacement of material that is proven to not substantially meet the specifications contained on the sales invoice. No other warranty is expressed or implied. (Please initial here _____)

Name: _____ Title: _____ Signature: _____ Date: _____

Stop here if paying COD or credit card. Credit card transactions incur a 3% fee. If you are tax exempt, please include a copy of your certificate when returning this form.

If payment terms are requested, please complete below.

Individual Personal Guarantee:

I, _____, residing at _____ for and in consideration of your extending credit at my request to the Company of which I am _____ hereby personally guarantee to you the payment of any obligation of the Company and I hereby agree to bind myself to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. I do hereby waive notice of default, non payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed.

Guarantor Print Name: _____ Signature: _____ Date: _____

Witness Print Name: _____ Signature: _____ Date: _____

Trade References: (List Name, Email, Phone & Fax)

1. _____
2. _____
3. _____

1. Upon approval of this credit application the Seller agrees initially to extend credit to the Company on net 30 day terms and will advise customer of the approved credit line.
2. If any charge of payment is not paid by its due date, the Company agrees to pay a service charge on the amount past due equal to one and one-half percent (1 1/2%) per month or the highest rate allowed under applicable law, whichever is lower.
3. The Company agrees that in the event of non-payment, customer waives any claim of jurisdiction or venue in the county or state of customer's residence or place of business, and agrees that, should suit be initiated, personal jurisdiction, as well as venue, will be exclusively in Orange County, Florida.
4. In the event that legal proceedings are initiated to collect any amount due and owing, the Company will be responsible for any costs incurred in collecting such amount, including, but limited to reasonable attorney's fees and court costs incurred.

Name: _____ Title: _____ Signature: _____ Date: _____