



ACCOUNT CREDIT APPLICATION & PERSONAL GUARANTY

Business Name: _____

Billing Address: _____

Shipping Address: _____

Phone #: _____ Fax #: _____

Federal Tax ID #: _____ State Tax ID #: _____

Number of Years in Business: _____ Tobacco License #: _____

BUSINESS OWNER \ CONTACT INFORMATION

Name: _____

Home Address: _____

Home Phone #: _____

Name: _____

Home Address: _____

Home Phone #: _____

BANK REFERENCE

Bank Name: _____ Contact: _____

Address: _____

Phone #: _____ Account #: _____

TRADE REFERENCES (Preferably Food Related)

Business Name: _____ Phone #: _____

Contact Name: _____

Business Name: _____ Phone #: _____

Contact Name: _____

Business Name: _____ Phone #: _____

Contact Name: _____

INDIVIDUAL(S) RESPONSIBLE FOR PAYMENT OF ACCOUNT

Name: _____

Address: _____

Phone #: _____

Name: _____

Address: _____

Phone #: _____

The above information is for the purpose of establishing credit and is warranted to be true. The undersigned consents to Hibbert & McGee Wholesalers, Inc. investigating the references listed above pertaining to credit and financial responsibility.

(Terms & Agreement and Personal Guaranty Statement on back must be signed)

The undersigned (Purchaser) agrees that all purchases made by same, from Hibbert & McGee Wholesalers, Inc., (Seller) and/or any of its subsidiaries and affiliated entities are subject to the following:

Statement of Terms and Agreement

1. Seller may at its discretion elect to extend credit or ship C.O.D. Standard terms are "statement to statement", with payment being due on the last working day prior to the next statement date.
2. Delinquent accounts are subject to penalty charges at the prevailing rate set by Seller on weekly statement.
3. Purchaser shall pay Seller a service fee at the prevailing rate for all checks returned by Purchasers bank.
4. In the event Purchaser's account is turned over to an attorney or other collection agency for collection, or suit is brought on same, or the same is collected via any judicial proceeding whatsoever, Purchaser agrees to pay all attorney's fees, collection fees, and court costs incurred by Seller.
5. All claims for breakage, loss in transit, etc., must be filed consistent with the Seller's Credit Policy. No merchandise will be accepted for return without prior authorization.
6. All Invoices are required to be signed at time of delivery as acknowledgement of delivery taking place.
7. It is Purchaser's responsibility to count all cigarettes at time of delivery and to verify this count with total on Invoice and with Seller's Delivery Personnel. No cigarettes will be accepted as "short merchandise" if not verified by Seller's Delivery Personnel and called into the office at time of delivery.

Personal Guaranty

In consideration of the Seller's agreement to provide products and/or services to Purchaser's business, on such credit or cash terms as may be extended from time to time, I/We do hereby guaranty individually, jointly, personally and unconditionally, all payments in full of any past due amount, including dishonored checks, to Seller.

I/We do hereby jointly and severally waive notice of default, non-payment, and notice thereof, and consent to any modification of renewal for the credit agreement hereby guaranteed.

I/We may at any time terminate the guaranty by written notice to Seller, thereby canceling Purchaser's credit terms. However, this guaranty shall remain in full force for any and all monies due prior to Seller's receipt of termination notification via certified mail.

This guaranty shall be construed and enforced under the laws of the **State of Vermont**.

SIGNED this _____ day of _____, 20_____.

Business Name: _____

Guarantor: _____

Date: _____

Guarantor: _____

Date: _____

Witnessed by: _____

(Authorized Sales Personnel)