

MANCHESTER WHOLESALE DISTRIBUTORS

Tel: (800) 562-3830

64 Old Granite St., Manchester, NH 03101

Fax: (603) 625-5148

Credit Application

TERMS REQUEST 7 DAYS EFT _____ OTHER _____

DATE _____ SALESPERSON _____

PAYMENT METHOD EFT _____ CHECK _____ CASH _____

CUSTOMER NUMBER _____

SHIP TO (PURCHASER)

BILL TO (PURCHASER)

BUSINESS NAME _____

ADDRESS _____

(DBA) TRADE NAME _____

CITY _____

ADDRESS _____

STATE/ZIP _____

CITY _____

PHONE NO. (area code) _____

STATE/ZIP _____

FAX NO (area code) _____

PHONE NO. (area code) _____

ATTENTION OF _____

FAX NO. (area code) _____

E-MAIL ADDRESS _____

BUSINESS FACTS:

Proprietorship Partnership Corporation Franchise of Municipality

Seasonal Business? Yes Months Closed _____ No FED Tax ID No. _____

New Owner? Yes Purchase Date _____ No Length of Time in Business _____

Bldg./Facilities: Owned Leased Rented Lease/Rental Expiration Date _____

Mortgage Holder _____ Landlord _____

Have we done business at this location before? Yes (Name of Location) _____ No

Current Suppliers _____ _____ _____

Tobacco/Candy

Grocery/Beverage

Food Service

Complete the following information for all Corporate Officers, Partners, or an Individual Proprietor.

Name and Title _____

Name and Title _____

Home Address _____

Home Address _____

City/State/Zip _____

City/State/Zip _____

Home & Cell Phone _____

Home & Cell Phone _____

Social Security No. _____

Social Security No. _____

GENERAL INFORMATION:

Type of Business:

Restaurant/Fast Foods Convenience Store Supermarket Gas Station Institutional

Hospital/Nursing Home School Hotel/Motel Other _____

Estimated Weekly Purchases _____

ACCOUNTS PAYABLE INFORMATION:

Accounts Payable Contact _____ Title _____ Accounts Payable Phone No. _____

Purchase order number required? Yes No

BANKING

Bank Name _____

Officer _____

Address _____

Phone & Fax No. _____

City/State/Zip _____

Checking Acct. No. _____ Balance _____

TRADE REFERENCES:

NAME ADDRESS PHONE NO.

1. _____

2. _____

3. _____

TERMS AGREEMENT

The undersigned ("Purchaser") agrees that all purchases made by Purchaser from **Manchester Wholesale Distributors Inc.** or any of its subsidiaries and affiliated entities ("Seller") are subject to the following terms and conditions:

1. All amounts due for goods and services purchased from Seller are payable at the Seller's distribution facility from which the goods and services are delivered. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full as stated herein. A \$29 service fee applied to orders below the minimum value requirement. Orders for less than \$100 will not be processed. Refused orders will incur a 25% restocking fee.
2. All amounts due Seller are payable in accordance with the payment terms granted by Seller's credit department from which the goods and services are delivered. If any amount due Seller is not paid in accordance with such payment terms (a) Purchaser will allow Seller to repossess all merchandise and (b) credit privileges could be lost and a delinquent charge shall be added to the sum due, which charge shall equal the amount by multiplying delinquent balance by the lesser of (a) two percent (2%) per month or (b) the maximum lawful rate permitted to be charged under the applicable state's law. In addition, a late payment fee of \$25 may also be assessed for each payment cycle missed with a delinquent balance still due. Any notation made on any form of payment for less than the full payment due, shall not act as a release, waiver, or relinquish any claims for unpaid or portions thereof due from Purchaser.
3. In addition to all other rights of Seller stated herein, Purchaser hereby grants a money security interest in all inventories now or hereafter sold to Purchaser, wherever such inventory is located, and in all proceeds thereof. Purchaser authorizes Seller, at Purchaser's expense, UCC filings granting all the rights and remedies as a secured party.
4. In the event a payment of any type is returned or not honored for any reason, the following service fees will apply: \$50 for the first payment, \$75 for the second, and \$100 for the third provided, however, that such service charge shall not be due and payable in the event such payment would result in the violation of the usury laws of the applicable jurisdiction. Three returned payments shall result in a loss of credit privileges on any future purchases.
5. In the event the account is turned over to an attorney or other agency for collection, or suit brought on same, or the same is collected through any judicial proceeding whatsoever, Purchaser shall pay all reasonable collection fees, attorneys' fees and court costs incurred by Seller.
6. Purchaser shall notify Seller by certified mail in advance of any change of ownership of Purchaser. The entire outstanding balance due to the Seller on all invoices shall become due in full immediately upon any change in ownership or an ending of the business relationship for any reason. In addition, Purchaser will immediately purchase from Seller all remaining proprietary/special order items in Seller's inventory. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects, and Purchaser authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser.
7. Shall any term or provision of this Agreement be invalidated or unenforceable, the remaining terms and provisions shall be valid and enforceable.

Date	Print name of Purchaser (Business Entity)
X Representative Signature of Seller as witness	X By (Signature of Representative of Purchaser)
	Printed Name/Title: _____

INDIVIDUAL PERSONAL GUARANTY

I, _____, for and in consideration of your extending credit at my request to _____ (the "Company"), unconditionally guarantee prompt payment of any obligation of the Company to **Manchester Wholesale Distributors Inc.** and each of its subsidiaries and affiliated entities ("Seller"), whether now existing or hereinafter incurred, and I further agree to bind myself to pay on demand any sum which is due by the company to seller whenever the Company fails to pay same. It is understood that this guaranty shall be an absolute, continuing and irrevocable guaranty for such indebtedness of the Company.

I expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guaranty, notice of the extending of any guaranteed indebtedness already or hereafter contracted for by the Company, notice of any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed, notice of any renewal or extension of such indebtedness, and I expressly consent to any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions or such indebtedness. I further waive any right to require Seller to proceed against, or make any effort at collection of the guaranteed indebtedness from, the Company or any other party liable for such indebtedness.

If the guaranteed indebtedness is not paid by me when due, and this guaranty is placed in the hands of an attorney for collection or suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I shall pay all reasonable attorneys' fees and court costs incurred by Seller.

In the event more than one party executes this Guaranty as a guarantor, then each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness, and, in all instances herein, the singular shall be construed to include the plural. Use of a corporate title shall in no way limit the personal liability of the personal guaranty signatory.

X _____ Guarantor	X _____ Guarantor
Home Address: _____	Home Address: _____

Date: _____ Date: _____