



CUSTOMER CREDIT SHEET

Name of Store _____ Phone _____

Store Physical Address: _____ City _____ State _____ Zip _____

Billing Address (if different): _____ City _____ State _____ Zip _____

Legal Name of Applicant: _____ SSN _____ Cell # _____

Applicant's Address: _____ City _____ State _____ Zip _____

* Ownership information must be complete and accurate. If additional space is needed please attach additional information disclosing all owners, addresses, and their respective ownership percentages.

Owners Other Than Applicant: _____ SSN _____ Phone _____

Owner's Address: _____ City _____ State _____ Zip _____

Type of Ownership:

Sole Proprietorship _____ Corporation _____ EIN _____
Partnership _____ LLC _____ EIN _____

Credit Information:

Has the applicant or any owner, principal or officer had any judgments, collections, liens or unpaid taxes in the past seven years. Yes _____ No _____

If yes give details: _____

Has the applicant or any owner, principal or officer had any form of bankruptcy or receivership related to this or any previous business owned, controlled or operated. Yes _____ No _____

If yes give details: _____

Bank Information:

Name of Bank _____

Acct #'s _____

Bank Address _____ City _____ State _____ Zip _____

Bank Contact _____ Bank Phone _____

Trade References (Please provide adequate reference contact information.):

1: _____

2: _____

3: _____



CUSTOMER PAYMENT TERMS AND DELIVERY POLICY

PAYMENT TERMS

Unless otherwise agreed to, payment is due upon delivery. If credit is approved, payment is due 7 days from delivery. Payment should be made by check or cashiers check. For security reasons, cash payments should not be made to our drivers. If cash is the preferred form of payment, arrangements will be made with your salesman to collect within the 7 day terms.

Signature of Officer/Proprietor of Applicant:

Signature: _____

Name (please print): _____

Title: _____

Date: _____

DELIVERY POLICY

In order to meet delivery schedules and to accommodate store management, we follow the honor system for deliveries as outlined below.

Cigarettes and tobacco items are piece counted by the driver and the customer upon delivery. Piece count means that the total number of cigarette cartons and the total number of tobacco items are counted and agreed to by the driver and the customer. The customer signs the delivery documents to evidence this count and agreement. If the customer later discovers a miss pull, then the customer should call the office and report what item was pulled wrong. We will pick up the wrong item and give a credit for the item not received. All cigarette and tobacco shorts should be detected and resolved by the piece count upon delivery, therefore it should never be necessary to call in a short on cigarettes or tobacco, only miss pulls.

Non-tobacco items, we follow the honor system. If the customer discovers a short or miss pull of non-tobacco items, the customer **must call within 24 hours** to report the error. **Do not wait for your salesman.**

This policy allows us to get your orders to you on time with the least disruption possible.

In order to avoid any confusion, we ask each customer to document their understanding of the delivery policy described above.

I understand and agree to follow the above delivery policy.

Signature of Officer/Proprietor of Applicant:

Signature: _____

Name (please print): _____

Title: _____

Date: _____

GUARANTY

The undersigned Guarantor(s), in order to induce Long Wholesale Distributors, Inc., to extend credit to the Applicant identified in the foregoing Account and Credit Application (for delivery to the store location described therein and at any other of Applicant's store location), does hereby unconditionally and absolutely guarantee the due and punctual payment of all sums due to Long Wholesale Distributors, Inc. pursuant to the Credit Terms Agreement, including interest and attorneys fees, whether according to the present terms thereof, or to any change or changes in the terms and conditions thereof, now or at anytime hereafter made or granted. The undersigned waive diligence, presentment, protest, notice of dishonor, demand for payment, extension of time of payment, notice of acceptance of this Guaranty, non-payment at maturity and indulgence and notices of every kind. This guaranty is continuing, and shall continue to apply to all indebtedness which may hereafter incur, renew, or extend in whole or in part, with Long Wholesale Distributors, Inc. and its affiliates, all without notice to the undersigned Guarantor(s). If this Guaranty is executed by more than one Guarantor, the obligation of each of the undersigned shall be joint and several. The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consents to and authorizes the use of Equifax Credit Services, or any other consumer credit report, the undersigned by Long Wholesale Distributors, Inc., from time to time as may be needed, in the credit evaluation process.

Signature of Individual Guarantor

Social Security Number

Date

Signature of Individual Guarantor

Social Security Number

Date

CREDIT TERMS AGREEMENT

1. Applicant understands that Long Wholesale Distributors, Inc. will make its usual credit investigation and authorizes applicant's bank and trade references to release requested information. The undersigned individual who is either a principal of the credit applicant or sole proprietorship of the applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of Equifax Credit Services or any other consumer credit report regarding the undersigned by Long Wholesale Distributors, Inc., from time to time as may be needed, in the credit evaluation process.
2. Applicant understands that the extension of the credit terms by Long Wholesale Distributors, Inc. results from its usual and customary review of information provided by the applicant. Long Wholesale Distributors, Inc. will consider an applicant's credit worthiness based upon information provided by the applicant, including bank references, trade references, financial statement(s) information received from Equifax Credit Services or any other consumer credit reporting service, and/or the applicant's submission of a personal guarantor. Long Wholesale Distributors, Inc. reserves the right to assign credit limit, change credit terms and to request updated credit information. Further, Long Wholesale Distributors, Inc. may, at any time, revoke the privilege of extending credit to the applicant for future purchases of goods. Long Wholesale Distributors, Inc., or its designee, is expressly authorized to investigate any reference and other information furnished by the applicant or by any other person or entity pertaining to the undersigned credit worthiness.
3. Applicant consents to the dissemination and disclosure to employees of Long Wholesale Distributors, Inc. or any affiliate thereof, of any information contained within this application or obtained by Long Wholesale Distributors, Inc. from any third party in regard to the applicant and the applicant's financial condition.
4. Applicant agrees to pay all amounts due, as evidenced by an invoice provided to the applicant at the time of the delivery within Long Wholesale Distributors, Inc. terms of sale. Failure to meet payment terms may result in loss of credit as determined by Long Wholesale Distributors, Inc. in its sole discretion and additional charges as specified in paragraph 8 of this agreement. All payments made by the applicant will be applied first to any outstanding LATE CHARGE and the remainder to the unpaid balance of goods purchased.
5. In the event the applicant fails to make timely payments as required herein: a voluntary bankruptcy petition for relief under Title 11 of the United States Code is filed by or against the applicant: or Long Wholesale Distributors, Inc. at its sole discretion, deems the applicant to cease to be credit worthy, the applicant's account may be considered by Long Wholesale Distributors, Inc. to be in default and the applicant shall be responsible for the payment to Long Wholesale Distributors, Inc. of the cost and fees as contemplated herein.
6. The applicant agrees to pay all legal and collection cost, including reasonable attorneys' fees, if Long Wholesale Distributors, Inc. (a) places the account for collection, (b) refers the account to an attorney, or (c) file a lawsuit to collect an unpaid balance due from the applicant.
7. Applicant agrees to pay interest in the amount equal to the prime lending rate plus four percent of the balance due on unpaid invoices more than fifteen (15) days past due.
8. This agreement is made to be construed according to the laws of the State of Mississippi and supersedes all previous and existing agreements and is non-assignable by the applicant. By execution of this agreement the applicant and/or guarantors consent and submit to jurisdiction in the County of Alcorn, State of Mississippi, in the enforcement, collection and interpretation of this agreement or any debt owe by the applicant and/or guarantors to Long Wholesale Distributors, Inc. to the extent permissible by law. The county of Alcorn, State of Mississippi, is the only venue of jurisdiction allowed to determine disputes between the parties.
9. If any clause of provision of this agreement is found to be invalid or incapable of being enforced by any rule, law or public policy, all other clauses and provision shall, nevertheless, remain in full force and effect.
10. LONG WHOLESale DISTRIBUTORS, INC. MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING ANY GOODS SOLD INCLUDING NO IMPLIED WARRANTY, MERCHANTABILITY OR FITNESS OF THE GOODS SOLD TO THE APPLICANT FOR ANY PARTICULAR PURPOSE AND NO SUCH WARRANTY SHALL BE IMPLIED BY LAW.

Signature of Officer/Proprietor of Applicant: _____

Date: _____

Name (PLEASE PRINT) _____

Title _____



CUSTOMER INFORMATION SHEET

**Uniform Sales and Use Tax Certificate
Multiple State**

Issued to Seller: Long Wholesale Distributors, Incorporated

I certify that: _____

Is engaged as a registered: Wholesaler _____ Retailer _____ Manufacturer _____

Sales Tax Permit # _____ State (s) _____

Tax Exempt # _____ (Attach Tax Exempt Letter)

And is registered with the states listed above, within which your company would deliver purchases to us that any such purchases are for wholesale, resale, ingredients or components of a new product to be resold leased or rented in the normal course of our business. I further certify that if any property so purchased tax free is used or consumed by our company as to make it subject to Sales or Use Tax, we will pay the tax due directly to the taxing authority when state law so provides, or inform the seller for added tax billing. This certificate shall be part of each order which we may hereafter give to you, unless otherwise specified and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____
Owner, Partner, or Corporate Officer

Print Name and Title Date

State Tobacco Permit

Tobacco Permit # _____

Date Witnessed _____ **Salesman's Signature** _____

EFT Authorization Agreement for Pre-Authorized Payments by Long Wholesale Distributors, Inc.

_____, hereinafter called Applicant, hereby authorizes Long Wholesale Distributors, Inc., hereinafter called Company, to initiate debit entries to the checking Account indicated below, and the depository named below, hereinafter called Institution, to debit such account.

Depository Institution:

Name _____ City _____ State _____ Zip _____

Transit / ABA # _____ Checking Account # _____

(Please Attach a Voided Check to this Agreement)

This authority is to remain in full force and effect until Company and Institution have received written notification from Applicant of its termination in such time and such manner as to afford Company and Institution a reasonable opportunity to act on it.

Authorized Signature _____ Title _____ Date _____

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract) because all or part of the applicants income derives from any public assistance program or because the applicant has in good faith exercised any right under the consumer credit protection act.