

CUSTOMER ACCOUNT APPLICATION
[Must be filled-out completely]

4301 Industrial Way, Benicia, CA 94510
 FAX: 707.745.5806
 EMAIL: CS-DataChangeGroup@henrywinegroup.com

Date: _____

SHIP TO:

BUSINESS NAME _____
 (dba) TRADE NAME _____
 ADDRESS _____
 CITY, STATE, ZIP _____
 EMAIL _____

BILL TO: (If different from ship to)

ADDRESS _____
 CITY, STATE, ZIP _____
 PHONE NO. _____
 ACCOUNTS PAYABLE CONTACT _____
 AP CONTACT EMAIL (For Monthly Statements) _____

PROPRIETORSHIP PARTNERSHIP L.L.C. CORPORATION—State of incorporation: _____

BLDG./FACILITIES: OWNED LEASED RENTED PREVIOUS BUSINESS NAME _____

ALCOHOLIC BEVERAGE LICENSE # _____ LICENSEE _____

BUSINESS RESALE PERMIT # _____ FEDERAL ID# _____

HOURS OF DELIVERY: _____

Complete the following information for all corporate officers, partners, or an individual proprietor. Use an additional sheet, if necessary:

NAME AND TITLE _____	NAME AND TITLE _____
HOME ADDRESS _____	HOME ADDRESS _____
CITY, STATE, ZIP _____	CITY, STATE, ZIP _____
HOME PHONE NO. _____	HOME PHONE NO. _____
SOCIAL SECURITY NO. _____	SOCIAL SECURITY NO. _____
DRIVER'S LICENSE NO. _____	DRIVER'S LICENSE NO. _____

BANKING INFORMATION:

BANK NAME _____	OFFICER _____
ADDRESS _____	CHECKING ACCOUNT NO. _____
CITY, STATE, ZIP _____	SAVINGS ACCOUNT NO. _____
LOAN ACCOUNT NO. _____	

TRADE REFERENCES: (preferably other wine and food distributors)

NAME	ADDRESS	PHONE NO.
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

The Federal Equal Credit Opportunity Act prohibits credit grantors from discriminating against credit applicants on the basis of 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 applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this credit grantor is the Federal Trade Commission.

TERMS AGREEMENT

The undersigned hereby consent(s) to The Henry Wine Group's use of a non-business consumer credit report on the undersigned in order to further evaluate the creditworthiness of the undersigned as principal(s), proprietor(s), and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) The Henry Wine Group to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as {an} individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @1681 et. seq. The undersigned ("Purchaser") agrees that all purchases made by Purchaser from The Henry Wine Group or any of its affiliated entities ("Seller") are subject to the following terms and conditions:

- 1. Upon receipt of goods, the Purchaser will acknowledge that all of the alcoholic beverages itemized on the order and delivery slip have been ordered and received by him. The Seller will not accept CLAIMS OF BREAKAGE, SHORTAGE, NON-CONFORMITY, OR DAMAGE ACKNOWLEDGED AFTER RECEIPT OF GOODS.
- 2. 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 installment, but are payable in full as stated herein.
- 3. 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 delinquency charge shall be added to the sum due, which charge shall equal the amount obtained by multiplying the delinquent balance by one and one-half percent (1 1/2%) per month or 18% annual rate by the expiration of the 42nd, day then every 30 days thereafter.
- 4. Purchaser shall pay Seller a service charge in an amount of \$25.00 for all checks returned by Purchaser's bank; 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.
- 5. All balances due to The Henry Wine Group are payable and this contract is performable in the County of Solano. If the customer is a corporation, the signatory agrees to be the individual and personal guarantor of any corporate obligation and The Henry Wine Group need not first proceed against the corporation. The signatory hereby represents that the customer is solvent for the purposes of Uniform Commercial Code, section 2702.
- 6. In the event the account is turned over to an attorney of other agency for collection, or suit is brought on same, or the same is collected through any judicial proceeding whatsoever, Purchaser shall pay all reasonable attorney's fees and court costs incurred by the prevailing party.
- 7. Purchaser shall notify Seller by certified mail of any changes of ownership of Purchaser. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and completed in all material respects, and Purchaser authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser.

"PURCHASER"

Type or Print Name of Company _____

Date _____ Signature x _____

Sales Representative of Seller _____ Printed Name _____

Title _____

INDIVIDUAL PERSONAL GUARANTY

I, _____, for and in consideration of your extending credit at my request to _____ (the "Company"), personally guarantee prompt payment of any obligation of the Company to The Henry Wine Group and each of its 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 this guaranty shall be and 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 guarantied indebtedness already or hereafter contracted for by the Company, notice of any modification or renewal of any credit agreement evidencing the indebtedness hereby guarantied and to all renewals or extensions of such indebtedness. I further waive any right to require Seller to proceed against, or make any effort at collection of the guarantied indebtedness from, the Company or any other party liable for such indebtedness.

If the guarantied 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 attorney's fees and court cost.

In the event more than one party executes this Guaranty as the guaranty, then each guarantor agrees to be jointly and severally liable for the guaranties, and in all instances herein, the singular shall be construed to include the plural.

Witness X _____ Guarantor X _____ Date _____

Date _____ Address _____

Witness X _____ Guarantor X _____ Date _____

Date _____ Address _____

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RESALE CARD

PLEASE NOTE: The following resale information form must be filled out completely and submitted to The Henry Wine Group along with the Customer Account Application. Without this card, we will be unable to process your account information.

FIRM NAME _____

I **HEREBY CERTIFY** that I hold valid seller's permit number: _____
Issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling:

that the tangible personal property described herein which I shall purchase from **THE HENRY WINE GROUP** will be resold by me in the form of tangible personal property; PROVIDED, however, that in the event that any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such property.

Description of property to be purchased: _____

DATE _____ SIGNATURE _____

AT _____ BY AND TITLE _____

PHONE _____ ADDRESS _____