



Thomas & Howard Company, Inc.

Convenience Distributors

NEW ACCOUNT APPLICATION

Date _____

TERMS REQUESTED _____

Legal Business Name _____

Trade Name (DBA) _____

Federal ID# _____

Mailing Address:

Street, Route, Box _____

City, State, Zip _____

Shipping Address:

Street, Route, Box _____

City, State, Zip _____

Phone: Business (____) _____ Fax (____) _____

Business Type: Corporation _____ LLC _____ Partnership _____ Sole Proprietorship _____

Officers or Owners:

Name/Title _____ Social Security # _____ DOB _____

Address _____

E-mail _____

Name/Title _____ Social Security # _____ DOB _____

Address _____

E-mail _____

Name/Title _____ Social Security # _____ DOB _____

Address _____

E-mail _____

Corporate Registered Agent _____

Address _____

In Event of Death or Disability, name of person responsible for Account:

Name (Complete) _____

Street, Route, Box _____

City, State, Zip _____

_____ Customer's Initials



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Certificate of Resale:

The undersigned hereby certifies to Thomas & Howard Company, Inc., that every order for merchandise given, unless otherwise specified, is purchased for resale as tangible property or for use as a component part of an article to be purchased for sale by manufacturing, assembling, processing or refining.

The undersigned further assumes liability for payment directly to the state for any sales of use tax if it uses or consumes the property herein purchased in such a way as to render the sale subject to tax.

Sales Tax Certificate # _____ State _____

Witnesses: _____ Name of Business: _____

TRADE REFERENCES

(1) _____ (3) _____

Phone () _____ Acct # _____ Phone () _____ Acct # _____

(2) _____ (4) _____

Phone () _____ Acct # _____ Phone () _____ Acct # _____

BANKING INFORMATION

NAME OF BANK: _____ BUSINESS ACCT # _____

ADDRESS _____ PER. ACCT # _____

_____ PHONE # (____) _____

NAME OF BANKER _____ PHONE # _____

NOTE: CUSTOMER WILL BE RESPONSIBLE FOR ANY BANK CHARGES INCURRED DURING APPLICATION PROCESS.

The undersigned authorizes Thomas & Howard Company to use the above information (on pages 1,2,& 3) to investigate the business or personal credit standing, financial circumstances and responsibility and authorizes and instructs all persons, companies, entities and consumer reporting agencies having information concerning the credit worthiness, credit standing, credit capacity, financial circumstances, character, general reputation, responsibility, personal characteristics and mode of living to release such information to Thomas & Howard Company, its agents, attorneys, or employees. The undersigned warrants to Thomas & Howard that all information is true and correct.

Customer

Name /Title (Printed) _____

Authorized Signature _____

Date _____

Thomas & Howard Representative (Witness)

Name (Printed) _____

Signature _____

Date _____



Thomas & Howard Company, Inc.

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Personal Guarantee of Payment:

The undersigned hereby requests Thomas and Howard Company, Inc. (lender) to give and continue to give to (name of business) (borrower):

It's successors and assigns, credit from time to time and in consideration of lender so and for value received and for the purpose of enabling the borrower to obtain such credit, the undersigned hereby promises and agrees to make prompt payment as it severally matures of all such notes, open accounts, unpaid invoices bills, receivables, drafts, overdrafts, acceptances, checks, or other instruments or evidences of indebtedness, purchase of proprietary inventory purchased on borrower's behalf, as lender may accept discount or cash for the said borrower, whether or not endorsed by said borrower, with or without recourse, including all costs, expenses, and reasonable attorneys fees at anytime paid or incurred by lender in endeavoring to collect such indebtedness, or any part thereof; and the undersigned hereby authorizes lender at any time or times in such manner and upon terms as it may see fit to renew or to extend the time or change the manner or terms of payment of any such sum or sums of money or any part thereof without notice to the undersigned; and the undersigned hereby agrees that such extension or extensions or time for or change in the manner or terms of payment or the renewal or renewals in any way release the undersigned from or reduce the undersigned's liability on this guarantee. All sums payable under this agreement are payable at the South Carolina offices of lender and the undersigned hereby waives the right to be sued in the county of his or her residence agrees to be sued in the state of South Carolina.

The terms of payment for merchandise purchases shall be net cash, unless otherwise provided in writing and shall be made a part of this agreement. All accounts not paid within said terms shall be charged interest form the date of billing at the annual percentage rate of 18.3%.

This is a continuing guarantee of payment and not of collection and shall remain in full force and effect during the terms of the agreement. No act or omission of any kind on the part of the lender shall in any way whatsoever affect or impair this guarantee. The release of any one of the undersigned shall not release the others form any obligation hereunder.

It's further expressly agreed and consented to by the undersigned that in case any security or securities, or collateral, for any such indebtedness, or any part thereof, are at any time or times placed with said lender by borrower, or by anyone on borrower's behalf, should security or securities, or collateral, or any part thereof, may, at any time or time and without notice to the undersigned, be surrendered to the borrower or substituted in lieu thereof or both, and such action may be repeated as often as borrower and lender may desire, without in any manner impairing or affecting the obligation of the undersigned as guarantors.

The undersigned hereby waive presentment, demand, and notice of dishonor and protest of every kind of any of such indebtedness and notice of acceptance of the guarantee and notice of any and all proceedings to collect from the borrower, or any part thereof at maturity.

In the event of default in any payment by borrower to lender, lender may elect to proceed directly against the undersigned for the amount owed without first having proceeded or exhausted its remedies against the borrower. Such election shall not constitute a waiver of lender's right to proceed against the borrower.

This contract shall be governed and construed in accordance with the law of the State of South Carolina.

Witness our Hands and Seals this _____ day of _____, _____.

Witness:

Guarantor(s):

Witness Name (Printed)

Guarantor Name (Printed)

Witness Signature

Guarantor Signature

Witness Name (Printed)

Guarantor Name (Printed)

Witness Signature

Guarantor Signature