

RETURN YOUR APPLICATION TO:  
HWY 117 NORTH BYPASS, P.O. BOX 128  
GOLDSBORO, NORTH CAROLINA 27533-0128

## Credit Application

TELEPHONE: (919) 735-1651  
WATTS: (800) 672-3106  
FAX: (919) 735-9946

Registered Name of Company (Principal) \_\_\_\_\_

Billing Address \_\_\_\_\_

Shipping Address \_\_\_\_\_

Telephone # ( ) \_\_\_\_\_ Fax # ( ) \_\_\_\_\_ Car # ( ) \_\_\_\_\_

Describe Type of Business \_\_\_\_\_ In Business Since \_\_\_\_\_

Legal Structure of Business: (Check One)  Corporation  Partnership  Sole Proprietorship

### Names of Owner/President, Partners, and/or Corporate Officers:

Name \_\_\_\_\_ Title \_\_\_\_\_ Home# \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Home# \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Home# \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Home# \_\_\_\_\_

Name of Purchasing Agent/s \_\_\_\_\_

Name of Person to be Contacted Regarding Accounts Payable Matters \_\_\_\_\_

Bonding Agent \_\_\_\_\_

Name \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

### Credit References: (List Only Companies That Sell Your Firm On Open Account)

Name & Location \_\_\_\_\_ Phone # \_\_\_\_\_

Name & Location \_\_\_\_\_ Phone # \_\_\_\_\_

Name & Location \_\_\_\_\_ Phone # \_\_\_\_\_

Name & Location \_\_\_\_\_ Phone # \_\_\_\_\_

### Bank References: (List The Bank Where Your Company Checking Account is Located or Where Project is Financed)

Name & Location \_\_\_\_\_ Phone # \_\_\_\_\_

Account # \_\_\_\_\_ Contact \_\_\_\_\_

Name & Location \_\_\_\_\_ Phone # \_\_\_\_\_

Account # \_\_\_\_\_ Contact \_\_\_\_\_

What are Your Company's Expected Monthly Purchases \_\_\_\_\_

What Types of Products Will You Purchase? \_\_\_\_\_

Are PO Numbers Required? \_\_\_\_\_

Has a Recent Financial Statement Been Attached and/or Released to Dun & Bradstreet \_\_\_\_\_

Will the Owner/President, Partners, and/or Corporate Officers be Liable For All Debts? \_\_\_\_\_

Are There Any Unsatisfied Judgements or Liens Against Any Party to this Application? \_\_\_\_\_

Have There Ever Been any Bankruptcy Proceedings to any Party to this Application? \_\_\_\_\_

If Your Company Is Tax Exempt, Please Attach A Copy Of Your Exemption Form. \_\_\_\_\_

### Terms And Conditions Of Sale:

1. Terms are Net 10th prox. Purchases made from the 1st to 31st are due for payment the 10th of the following month, past due on the 11th. Unearned discounts taken will be charged back. If payment is not made when due, Best Distributing Co. may reclaim all unused product.
2. Our current finance charge of 1 1/2% per month (18% APR) will be assessed on all past due accounts. Accounts past due are subject to the suspension of all credit privileges.
3. The customer agrees to notify Best Distributing Co. immediately in the event of change in the ownership or legal structure of said business.
4. In the event this account is placed in the hands of an attorney for collection or suit instituted to collect same or any portion thereof, I and/or we agree and promise to pay reasonable attorney's fees to the maximum extent allowed by law.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS OF SALE, AND BY MY SIGNATURE AGREE TO ABIDE BY SAME. EVERYTHING STATED IN THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE YOU ARE HEREBY AUTHORIZED TO INVESTIGATE MY CREDIT HISTORY.

\_\_\_\_\_  
Signature of Authorized Person (Seal) Title \_\_\_\_\_

\_\_\_\_\_  
Type or Print Your Name and Title Date \_\_\_\_\_

**CONTRACT OF INDIVIDUAL/PERSONAL GUARANTY**  
In consideration of Best Distributing Co., granting credit to:

\_\_\_\_\_  
Registered Name of Company  
(Principal)

(hereinafter called principal) the undersigned, guarantor, or guarantors, jointly, severally and individually guarantee payment in full, of all present and future indebtedness of any kind and nature, of the principal to BEST, after maturity, including but not limited to finance charges and reasonable attorney's fees to the maximum extent allowed by law in the event this account is placed in the hands of an attorney for collection or suit instituted to collect the debt.

This guaranty is absolute, unconditional and a continuing guaranty of payment and not of collection. The obligation of each guarantor hereunder shall be binding notwithstanding any of the following: extension of time or forbearance for payment; alteration or modification of the principal obligation; failure of BEST to give notice of default or nonpayment by Principal and all other notices of any kind whatsoever; or release of any guarantor or collateral for all or any part of the indebtedness. This guaranty shall become enforceable upon demand upon failure of Principal to make payment of any indebtedness due BEST after maturity. Each guarantor expressly waives any right to require BEST to bring any action against Principal or any other guarantor or any collateral for such indebtedness. Each guarantor waives any rights under Virginia Code Sections 49-2 and 49-26.

Each guarantor further agrees that it shall have no right of subrogation until the entire indebtedness of Principal has been paid in full; that all indebtedness of Principal to guarantor is hereby subordinated to the indebtedness guaranteed; that in the event of bankruptcy, receivership, assignment for the benefit of creditors or other similar proceeding of Principal, any proceeds to which guarantor shall or may be entitled shall be paid directly to BEST and BEST shall have the right to file a claim on behalf of the guarantor in such proceeding; that the guarantor waives the benefit of the homestead and other applicable exemptions; that the guarantor remains obligated for the full unpaid amount of the indebtedness although a lesser sum is accepted by Best in any bankruptcy or other similar proceeding; that if any amount paid by Principal to Best is required in a bankruptcy or other similar proceeding to be repaid, reimbursed or refunded to Principal, this guaranty shall continue as to those amounts required to be repaid, reimbursed or refunded.

The obligation of each guarantor individually shall continue until written notice of termination is received by BEST at their offices in Goldsboro, North Carolina, and then shall terminate only as to such guarantor giving notice, and only as to such indebtedness incurred subsequent to the date that such termination notice was received.

Invalidity of any portion of this guaranty shall not affect any other portion. This guaranty agreement shall be governed in accordance with Virginia and federal law. The use of the singular herein shall include the plural and vice versa, and the use of any pronoun shall include any other pronoun.

**DO NOT SIGN THIS UNLESS YOU UNDERSTAND YOU COULD BE RESPONSIBLE FOR THE DEBTS OF THE PRINCIPAL.**

Date: \_\_\_\_\_

**GUARANTOR** (Individually)

\_\_\_\_\_  
Signature

(Seal)

\_\_\_\_\_  
Type or Print your Name

Witness: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

**GUARANTOR** (Individually)

\_\_\_\_\_  
Signature

(Seal)

\_\_\_\_\_  
Type or Print your Name

Witness: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

**GUARANTOR** (Individually)

\_\_\_\_\_  
Signature

(Seal)

\_\_\_\_\_  
Type or Print your Name

Witness: \_\_\_\_\_

Social Security Number: \_\_\_\_\_