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## NET TERMS Application

WYNIT Sales Representative:

(\*) Indicates required field

### Company Information:

\*Legal Business Name:   
 \*DBA:   
 \*Bill to Address:   
 Second Address:   
 \*City:   
 \*State:   
 \*Zip Code:   
 \*County:   
 \*Country:   
 \*Is this a Residence?   
 \*Phone & Ext:    
 Fax:   
 Website:   
 \*Email Address:

### Business Information:

\*Resale Certificate #:   
 \*Resale Certificate State:   
 \*Business Structure:   
 \*Business Start Date:   
 \*State of Incorporation:   
 D&B #:   
 \*EIN/SSN #:   
 \*Do you have a Parent Company?   
 If so what type?   
 Parent Company Name:   
 Address:   
 City:   
 State:   
 Zip:   
 Parent Company D&B #:

### Credit & Shipping Information:

\*Desired credit line amount?   
 \*Invoice method preference (Mail or Email)?   
 Authorize Dropships to end user consumers?

### Principal Information:

\*Owner/Partner/Officer First Name:   
 \*Last Name:   
 % ownership:   
 Social Security #:   
 Address:   
 City:   
 State:   
 Zip:   
 \*Have you filed for bankruptcy?   
 Date Filed:   
 Status:

\*Owner/Partner/Officer First Name:   
 \*Last Name:   
 % ownership:   
 Social Security #:   
 Address:   
 City:   
 State:   
 Zip:   
 \*Have you filed for bankruptcy?   
 Date Filed:   
 Status:

**Billing Information:**

\*Billing Address:

\*City:

\*State:

\*Zip Code:

\*A/P Contact First Name:

\*A/P Contact Last Name:

\*Phone & Ext:

Email Address:

**Shipping Information:**

Shipping Contact:

Phone & Ext:

Email Address:

\*Shipping Address:

\*City:

\*State:

\*Zip:

Is this a Mail Receiving Service?

*(No PO Boxes; for multiple locations please attach a separate document to the email when submitting this document.  
Please also provide resale certificates for all locations if in different states).*

**Authorized Buyers:**

\*Name:

\* Phone:

Fax:

Email:

\* Name:

\* Phone:

Fax:

Email:

**Bank References:**

\*Bank Name:

Account Officer's Name:

\*Checking Account #:

\*ABA/Routing #:

Address:

City:

State:

Zip:

\*Phone:

\*Fax:

\*Bank Name:

Account Officer's Name:

\*Checking Account #:

\*ABA/Routing #:

Address:

City:

State:

Zip:

\*Phone:

\*Fax:

*(The ABA/Routing 9 digit number can be found at the bottom of your check) Banking information is used for business verification.*

**Trade References:**

\*Business name:

Address:

City:

State:

Zip:

\*Phone:

\*Fax:

Account #:

\*Business name:

Address:

City:

State:

Zip:

\*Phone:

\*Fax:

Account #:

\*Business name:

Address:

City:

State:

Zip:

\*Phone:

\*Fax:

Account #:

\*Business name:

Address:

City:

State:

Zip:

\*Phone:

\*Fax:

Account #:

**IN CONSIDERATION OF THE EXTENSION OF CREDIT BY WYNIT DISTRIBUTION LLC, APPLICANT AGREES TO THE FOLLOWING TERMS:**

1. The terms of payment are net 30 days.
2. If requested, current or year end financial statements will be supplied to WYNIT Distribution LLC.
3. In the event of default in payment, if the account is placed with an attorney or collection agency, applicant agrees to pay all the expenses and costs of collection to include reasonable attorneys fees.
4. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND APPLICANT CONSENTS TO THE JURISDICTION OF THE COURT OF THE STATE OF NEW YORK FOR ONONDAGA COUNTY OR ANY FEDERAL DISTRICT COURT HAVING JURISDICTION THEREIN FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS AGREEMENT.
5. Applicant authorizes WYNIT Distribution LLC, or any credit bureau or other investigative agency employed by WYNIT Distribution LLC, to investigate the references listed herein for verification and to thereafter obtain, from time to time, credit reports to evaluate its creditworthiness
6. By signing the application, you agree to the "Terms and Conditions" listed on [www.wynit.com/terms](http://www.wynit.com/terms), and those terms and conditions shall govern all WYNIT sales to you.

PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

**PERSONAL GUARANTY**

As an inducement for WYNIT DISTRIBUTION LLC ("Creditor") to extend credit to the \_\_\_\_\_ (Company name) hereof, and also in consideration therefore, the undersigned, hereby guaranty to the Creditor, absolutely and unconditionally, jointly and severally, the prompt payment of any indebtedness of the Applicant when due, without regard for the validity, regularity or enforceability thereof as to the Applicant.

The Guarantors agree to pay any finance charges which may accrue on the account of the Applicant and to reimburse the Creditor for all expenses (including costs of collection inclusive of reasonable attorneys fees and disbursements) incurred by the Creditor in connection with any indebtedness of the Applicant, the collection thereof, or the enforcement of this Personal Guaranty. The Guarantors waive notice of acceptance of this Personal Guaranty, the extensions of credit to the Applicant, demand for payment of the indebtedness of the Applicant, notice of default in payment by the Applicant, all other notices to which the Guarantors might otherwise be entitled, and any demand for payment under this Personal Guaranty.

This is a guaranty of payment and not of collection and the Guarantors further waive any right to require that action be brought against the Applicant or any other person. The Creditor shall have the right to discharge or release any one or more Guarantor from any obligation hereunder, in whole or in part, without in any way releasing, impairing or affecting their rights against any other the Guarantors.

No delay of failure on the part of the Creditor in exercising any rights hereunder shall operate as a waiver of the obligation of the Guarantors. No modification or waiver of the obligation of the Guarantors shall be effective unless in writing signed by an authorized officer of the Creditor. Any subsequent incorporation, merger, reorganization or sale of the Applicant's business shall not operate as to terminate this Guaranty which, together with the transactions incident thereto shall be governed by the laws of the State of New York. Guarantors consent to the jurisdiction of the Court of the State of New York for Onondaga County, or any Federal District Court having jurisdiction in such County, for the determination of all disputes arising under Applicant's Credit Agreement and/or this guaranty.

DATED: \_\_\_\_\_

GUARANTOR SIGNATURES: \_\_\_\_\_

PRINT NAMES: \_\_\_\_\_

NOTARY: \_\_\_\_\_