



# H&H Wholesale Services, Inc.

## Application for Credit Agreement

1099 Rochester Rd.  
Troy, MI 48083  
Tel. 800.995.5750  
Fax. 248.588.9306

APPLICANT (COMPANY OR TRADE NAME) \_\_\_\_\_

ADDRESS (BILLING) \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

ADDRESS (SHIP TO): \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_ ALT. FAX: ( ) \_\_\_\_\_

DATE FORMED: \_\_\_\_\_ STATE OF INCORPORATION: \_\_\_\_\_ YEARS IN BUSINESS : \_\_\_\_\_ EIN No. \_\_\_\_\_

PURCHASING AGENT: \_\_\_\_\_ FAX: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

A/P CONTACT \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

CREDIT LIMIT REQUESTED (CIRCLE ONE) SAME \$1000 \$2000 \$3000 \$5000 \$10,000 \$15,000 \$20,000 OTHER \_\_\_\_\_

CREDIT LIMIT GRANTED: \_\_\_\_\_ Payment By Credit Card or ACH desired: \_\_\_ Yes \_\_\_ No (H&H will contact you)

### **PRINCIPAL OFFICERS AND/OR PARTNERS**

1. NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ TEL: \_\_\_\_\_ FAX: \_\_\_\_\_

RESIDENCE ADDRESS: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ SS# \_\_\_\_\_

2. NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ TEL: \_\_\_\_\_ FAX: \_\_\_\_\_

RESIDENCE ADDRESS: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ SS# \_\_\_\_\_

### **CREDIT REFERENCES**

#### **BANK**

Name: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State, Zip \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

#### **NATIONAL SUPPLIER**

Name: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State, Zip \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

#### **LOCAL SUPPLIER**

Name: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State, Zip \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

### **PLEASE ATTACH COPY FED TAX ID# AND STATE RESALE CERTIFICATE & PHARMACY LICENSE**

**Authorization:** By submitting this application to H&H Wholesale Services, Inc. ("H&H"), Applicant and Personal Guarantor(s) agree to the following:

1. Applicant and Personal Guarantor(s) authorize H&H to obtain credit bureau reports in connection with this request for a credit account. If a credit account is opened, H&H may obtain credit bureau reports for both the Applicant and the Personal Guarantor(s) in connection with extensions of credit, the review, or collection of Applicant's account. H&H will review Applicant's credit history and income to determine if Applicant qualifies for an account and, if so, Applicant's credit line. H&H will also review Personal Guarantor's credit history and income to determine if the Personal Guarantor(s) qualifies as a guarantor of Applicant's account.
2. Upon approval of Applicant's credit line Applicant and Personal Guarantor(s) acknowledge and agree as follows:
  - a. If a credit line is opened, Applicant agrees to pay the prices as listed and the invoices are on a net 30-day basis. Overdue payments will bear interest at 1-1/2% per month, or the maximum legally permissible rate, whichever is greater. By using the credit line, or authorizing its use, Applicant agrees to additional Terms and Conditions of Sale as set forth on H&H invoices.
  - b. All persons signing this Application have authority to agree and expressly agree to receive faxes, email and telephone calls from H&H, including offers, advertisements and other communications, at the above-indicated telephone and fax numbers, addresses, and email addresses.
  - c. On default or failure to pay as agreed, Applicant and Personal Guarantor(s) will pay to H&H and/or its subsidiaries, affiliates, successors or assigns, all costs and expenses of collection including but not limited to attorneys fees, assessable costs, and litigation costs and expenses of whatsoever kind or nature.
  - d. Unless otherwise determined by H&H, all credits, bonuses and/or incentives offered or provided to Applicant and/or Personal Guarantor(s) must be taken or used within 12 months of the date granted, or such credits, bonuses or other incentives will expire.

3. Applicant and Personal Guarantor(s) consent to personal jurisdiction within Michigan and agree that Michigan is a convenient forum and hereby waive any objections to jurisdiction, venue and forum *non conveniens*. Applicant and Personal Guarantor(s) further agree that any dispute arising from any actions will be governed and controlled in all respects by the laws of the State of Michigan, without regard to any conflict of law provisions. Any action or claim arising out of or relating to these Terms and Conditions of Sale, the sale of Product, or the relationship between the parties may be brought in the District or Circuit Courts of the State of Michigan, County of Oakland, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Michigan.
4. The Personal Guarantor(s) unconditionally, irrevocably and absolutely guarantees to and for H&H the Applicants' performance of Terms and Conditions of Sale, including without limitation the prompt payment when due of any and all obligations of the Applicant owed to H&H under said terms (the "Obligations"). The Personal Guarantor(s) agrees that his/her obligations hereunder are irrevocable; that a separate action or actions may be brought and prosecuted against the Personal Guarantor regardless of whether the Applicant is joined in any such action or actions or whether H&H is seeking to enforce the Obligations against the Applicant. This is a continuing Personal Guaranty and shall remain in full force and effect and be binding upon the Personal Guarantor(s), its successors and assigns until payment in full of all of the Obligations. The Personal Guarantor(s) acknowledges and agrees that the liabilities hereunder are direct and are not conditioned upon pursuit by H&H of any remedy H&H may have against the Applicant or any other person or any security. Personal Guarantor(s) acknowledge that a copy of this Application/Agreement has been or will be provided directly to the Applicant, and it shall be the responsibility of each Personal Guarantor(s) to obtain a copy of this Application/Agreement from the Applicant.
5. H&H shall in no event be liable to Applicant or to any person who shall purchase from Applicant or use any products purchased by Applicant from H&H for damages of any kind, including, but not limited to direct, indirect, special or consequential damages or loss of production or loss of profits resulting from any omission of Applicant, and H&H Wholesale Services, Inc.'s sole liability shall be to replace any product(s) covered by this Agreement which do not conform to the specifications set forth herein at the time of delivery by H&H Wholesale Services, Inc. If Applicant fails to notify H&H Wholesale Services, Inc. of any non-conforming product(s) within three (3) days of delivery, Applicant shall have no remedy.
6. In the event APPLICANT fails to pay any invoices due, within the stated allotment of time according to the terms of the credit agreement, I (we) hereby authorize H&H WHOLESALE SERVICES, INC. to initiate debit entries from DEPOSITORY or charge CREDIT CARD for those invoices past due.
7. The terms and conditions set forth herein shall prevail over and supersede any terms and conditions contained in any of Applicant's purchase orders and/or releases relating to the product(s) covered by this Agreement. No change in this Agreement or waiver of any rights shall be binding unless made in writing and signed by Applicant and H&H. H&H expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. All products purchased by Applicant are "as is."
8. This application will not be processed unless the owner or principal of the Applicant signs this Application and Agreement.

I (we) hereby authorize H&H WHOLESALE SERVICES, INC. hereinafter called COMPANY, to initiate debit entries to my (our) Checking/Savings (select one) indicated below and the depository named below, hereinafter called DEPOSITORY, to debit the same to such account.

DEPOSITORY \_\_\_\_\_ BRANCH \_\_\_\_\_  
 ROUTING/ABA NO. \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

I (we) hereby authorize Company to initiate debit my (our) charge card indicated below.

Credit Card Type (circle one) VISA MASTERCARD AMERICAN EXPRESS  
 Name of Account Holder: \_\_\_\_\_ Account Number: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_ Security Code (last 3 digits on back of card in the signature box) \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 AUTHORIZED SIGNER (S) AUTHORIZED SIGNER (S)  
 NAME (S) \_\_\_\_\_ S.S.NO. \_\_\_\_\_  
 DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

Should account become overdue, please attempt to contact us prior to putting credit card or check through   
 This authority is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Applicant/Personal Guarantor #1: Personal Guarantor #2: Personal Guarantor #3

Signature of Principal or Owner	Signature of Personal Guarantor #2	Signature of Personal Guarantor #3
Print Name and Title (Individually and on behalf of Applicant)	Print Name	Print Name
SS# (Required):	SS# (Required):	SS# (Required):
Date: _____	Date: _____	Date: _____