

Advantis Credit Application

COMPANY INFORMATION

Company name: _____ DBA or AKA (if different): _____

Contact person: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Shipping Address: _____ City: _____ State: _____ Zip: _____

Addition Locations of Business - _____

Address: _____ City: _____ State: _____ Zip: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Website/E-mail address: _____

Federal tax ID #: _____ Resale #/Sales tax ID#: _____

Type of business: _____ No. of employees: _____

Do you sell supplements on the Web (If so name site)? _____

Date business established: _____ How long at present location: _____

Are you a: Corporation Partnership Proprietorship Other(list) _____

State of incorporation: _____ Do you own or rent? _____ D&B#(if registered): _____

NAME(S), TITLE(S), AND ADDRESS(ES) OF YOUR CORPORATE OFFICERS, PARTNERS, OR OWNERS:

(1) Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Soc. Sec# and D.L. #: _____ Phone#: _____ Title: _____

(2) Name: _____

Address: : _____ City: _____ State: _____ Zip: _____

Soc. Sec# and D.L. #: _____ Phone#: _____ Title: _____

(3) Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Soc. Sec# and D.L. #: _____ Phone#: _____ Title: _____

PURCHASING INFORMATION

Authorized buyers: _____

Accounts payable contact: _____

Billing preferences: Visa/Master Card Amex Discover COD Terms (Net 30)

Amount of credit requested \$: _____

Con't

TRADE REFERENCES

Reference #1

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

Acct. #: _____

Reference #2

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

Acct. #: _____

Reference #3

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

Acct. #: _____

BANK REFERENCE

Bank Info.

Account # and type: _____

Phone: _____

Contact person: _____

Name of bank: _____

Address: _____

State: _____

Zip: _____

Terms, Conditions, Guarantee, and Retailer Agreement

Applicant (hereinafter referred to as "Retailer") agrees that the following terms and conditions will govern any account established for the Retailers use with ADF Inc dba Advantis Nutrition, having its principal place of business in Whitsett, NC.

- A) Retailer agrees to pay all invoices within the terms printed thereon. In the event any invoice is not paid when due, Retailer agrees to pay a late charge (finance charge) of 1.5% per month (18% annual percentage rate), or the highest rate permitted by law. Such late charge will be paid within 30 days of invoice date. Claims for damage or discrepancies must be made within 48 hours of receipt. A \$20.00 service charge will be assessed for each returned check. A restocking fee of 10% will be assessed on all returned product (end consumer returns are excluded).
- B) Retailer agrees that its cost of the products are confidential, and agrees not to disclose its cost of the products to anyone other than the Retailer's legal counsel, accountant, or as may be required by law. Disclosure of this information to anyone other than specified above will result in removal of credit terms.
- C) Retailer agrees that ADF, Inc. dba Advantis Nutrition shall not be under any obligation to make extensions of credit, and that an ADF, Inc. dba Advantis Nutrition waiver of any default or extension of time shall not operate as a waiver of any other default or extension of time.
- D) In the event Retailer's account is referred for outside collections, Retailer agrees to pay all reasonable court and collection costs, attorney fees, and those authorized agents.

- E) Retailer authorizes ADF, Inc. dba Advantis Nutrition to investigate Retailer's credit and financial standing and hereby authorizes its bank(s) and other creditors (past and present) to provide credit and financial information to ADF, Inc. dba Advantis Nutrition.
- F) ADF, Inc. dba Advantis Nutrition trademarks, trade names and service marks, and copyrighted materials are the exclusive property of ADF, Inc. dba Advantis Nutrition and may not be reproduced, used or published in any manner or in any medium (including, but not limited to, brochures or other advertising materials, newspapers, wearing apparel, or on web sites) without prior written permission from ADF, Inc. dba Advantis Nutrition.
- G) Retailer agrees this agreement shall be governed by the laws and jurisdiction of the state of North Carolina; all controversies arising under or related to this agreement shall be exclusively venued in the courts of Guilford County, North Carolina. This Agreement constitutes the entire agreement between the parties hereto, and supersedes and terminates all prior agreements or other representation, oral or otherwise between the parties. No amendment, change or variance from this Agreement shall be binding on any party unless executed by all the parties hereto in writing.
- H) Should any provisions herein be determined inconsistent with or contrary to applicable law, such provisions shall be deemed amended or omitted to conform therewith, without further affecting any other provisions or validity of this agreement and shall not void the whole.
- I) Retailer agrees that the terms of this agreement may be changed from time to time, and such change shall be applicable to all balances and invoices outstanding on and after its effective date.
- J) Retailer agrees this account will be used for business or commercial purposes only.
- K) The term of this Agreement shall be 10 years from the date of the first invoice. This Agreement, and Retailer authorization to sell Products, may be terminated immediately upon any breach of the warranties or representations made by the Retailer, or for any other breach of this Agreement. This Agreement may also be terminated at the sole discretion of ADF, Inc. dba Advantis Nutrition, upon ten (10) days written notice to the Retailer. Upon the expiration or termination of this Agreement Retailer shall immediately cease and desist from selling Products and from using ADF, Inc. dba Advantis Nutrition Trademarks. The Retailer agrees to the terms and conditions of the above agreement.

Officer Signature Required

Printed Name

Title

Date

Personal Guarantee

For and in consideration of your extending credit at my request to _____, (hereinafter referred to as "Customer"), I hereby personally guarantee the payment to ADF, Inc. dba Advantis Nutrition in the State of North Carolina of any obligation of the CUSTOMER to ADF, Inc. dba Advantis Nutrition and I hereby agree to bind myself to pay ADF, Inc. dba Advantis Nutrition on demand any sum which may become due to ADF, Inc. dba Advantis Nutrition whenever the CUSTOMER shall fail to pay the same in accordance with the credit/service policies established by ADF, Inc. dba Advantis Nutrition. It is understood that this Guarantee shall be a continuing and irrevocable Guarantee and indemnity for such indebtedness of the CUSTOMER. I do hereby waive notice of default, non-payment and notice hereof and consent to any modification or renewal of the credit agreement hereby guaranteed I hereby also Personally Guarantee payment for all collection costs, including but not limited to attorney's fees and costs for any and all controversies between CUSTOMER and ADF, Inc. dba Advantis Nutrition arising from or related to the Credit Application. I agree that all controversies arising under or related to this agreement shall be exclusively venued in the courts of Guilford County, North Carolina.

Officer Signature Required

Printed Name

Title

Date

Primary Residence

Social Security #

Driver License # and issuing state