



Brownstone Distributing

935 Apollo Road
Eagan, MN 55121

612-623-4551 * 1-800-767-9276

CREDIT APPLICATION FORM

PLEASE PRINT OR TYPE

Email completed form to orders@bdihearth.com

Please Check

- Proprietorship
- Partnership
- Corporation

Company Name _____ Phone # _____

Owner or Partner Name (s) _____ E-Mail: _____

Co-Owner or Partner Name (s) _____

Corporate Officer _____ Title _____

Corporate Officer _____ Title _____

Billing Address _____ City _____ State _____ Zip Code _____

Shipping Address _____ City _____ State _____ Zip Code _____

Sales Tax # _____ Federal I.D# _____

Tax Exempt: Y or N (If Y, please attach form)

CREDIT INFORMATION

Bank Name _____ Bank Officer _____ Phone () _____

Address _____ City _____ State _____ Zip _____

Please list the Names, Phone Numbers and email addresses of three wholesale vendors with whom you have done business:

Supplier 1 _____

Supplier 2 _____

Supplier 3 _____

How long have you been in business at this location? _____ How long under current ownership _____

Name of Authorized Bookkeeper _____ Name of Authorized Purchasing Agent _____

Common Carrier Freight Preference _____ Amount of credit you anticipate needing on a monthly basis _____

Name _____ Signature _____

Please, carefully read and sign the credit agreement on the back side of this form, **as well as the Personal Guarantees**. We can not process your application without the proper signatures on these two agreements. **Thank you.**

CERTIFICATE OF RESALE

If you are tax exempt, please complete a Minnesota Sales Tax Exemption Certificate (ST3) and include with your credit application. This form can be found under:

<http://taxes.state.mn.us/sales/documents/st3.pdf>

If you are not from Minnesota, please provide a copy of the tax exempt certificate from your state.



CREDIT AGREEMENT

In order to purchase from **Brownstone**, I hereby understand that the terms and conditions of the account will be as follows:

- A. Orders will be invoiced at the time of shipment.
- B. Payment terms are net if paid within 30 days of date of invoice.
- C. It is understood that the above terms are from date of invoice and that we do not issue monthly statements.
- D. A service charge of 1.5% per month will be charged on all invoices that are unpaid more than 30 days form date of invoice.
- E. Brownstone also reserves the right to withhold shipments to any overdue accounts.
- F. All goods returned for credit or refund will be handled as follows.

1. Customer must have permission and a return authorization # from **Brownstone** to return goods.
2. All freight must be prepaid back to Brownstone.
3. All items must be in original cartons and in good condition.
4. No broken or partial cartons will be accepted.
5. All returns are subject to a 20% restocking charge.
6. Brownstone reserves the right to refuse return of goods at our discretion.

If any invoice on my account exceeds 30 days for the date of invoice without payment, the amount due plus the amounts for all current invoices becomes immediately due. In this event all future orders will be shipped C.O.D. , including C.O. D. fees, shipping charges, and the total balance due on my account.

If it is necessary for Brownstone to engage legal counsel or employ collectors to satisfy their billings, I agree to pay, in addition to my outstanding balance, all legal fees and/or collection agency fees, service charges, and court fees.

This agreement shall be construed to have been executed in Hennepin County, Minneapolis, Minnesota, and shall be interpreted in accordance with, and shall be governed by the laws of the State of Minnesota. All disputes arising hereafter shall be subject to the jurisdiction of the State of Minnesota and venue for any such litigation shall be proper in the courts of Hennepin County, and suit brought shall be brought in Hennepin County.

I authorize you to investigate my credit and to report to proper persons and bureaus my performance of this agreement. The Federal Equal Opportunity Act requires that all creditors, including banks, savings and loan associations, small loan companies, retail stores and others, make credit equally available to all credit worthy customers without regard to sex or marital status. The Federal Agency which administers compliance with this law concerning this business is the Federal Trade Commission, Washington, D.C. 20580.

NOTICE TO BUYER:

DO NOT SIGN THIS AGREEMENT BEFORE READING.

YOU MAY REQUEST A COPY OF THIS AGREEMENT UPON YOUR CREDIT BEING APPROVED.

INCOMPLETE OR UNSIGNED APPLICATIONS CANNOT BE PROCESSED.

I HEREBY UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS LISTED ABOVE. PLEASE SIGN BY PROPER (X).

Corporate Officer President (x) _____

(2 corporate signatures required)

Corporate Officer Vice President (x) _____

Partner (x) _____

(2 partner signatures required)

Partner (x) _____

Owner (x) _____

Co-Owner (x) _____

(2 signatures required if spouse or anyone else is co-owner)

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PERSONAL GUARANTY

For valuable consideration, the undersigned hereby personally guarantees, absolutely, unconditionally and irrevocably, the payment upon demand of all liabilities, indebtedness and obligations, whether now existing or hereafter of _____ (the "Debtor"), its successors and assigns, to Brownstone Distributing ("Brownstone"), and its successors and assigns (the "Indebtedness")

This Guaranty shall be enforceable by Brownstone without prior resort to any demands, possessory remedies or proceeding for collection of any nature against the Debtor or any other person or entity, or any property of the Debtor or any other person or entity. The liability of the undersigned shall not be affected by any extension, compromise, modification, release or discharge of any of the indebtedness, whether by operation of law or otherwise, or by any change in the form of the indebtedness, or by any modification of the terms of sale made by the parties thereto, or by the release, substitution or addition of any other guarantor of the indebtedness. Notice of the acceptance of the Guaranty, notices of demand, production or delivery of material, protest, nonpayment, nonperformance and notice of the amount of the indebtedness outstanding at any time are expressly waived. Nothing in this Guaranty shall in any way diminish or alter the indebtedness, or affect the rights of Brownstone against Debtor.

The undersigned also agrees that if any case is filed under the bankruptcy code by or against Debtor, the undersigned waives any claim he/she may have against Debtor as a result of any claim against the undersigned by Brownstone under this Guaranty.

Brownstone shall be entitled to recover from the undersigned all costs incurred in connection with the enforcement of this Guaranty, including but not limited to reasonable attorney fees.

Wherever possible, each provision of the Guaranty shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision hereof shall be prohibited by or be invalid under such law, such provision shall be ineffective to the extent of such prohibition of invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

In the event this Guaranty is signed by more than one person or entity, each of the undersigned shall be jointly and severally liable under this Guaranty.

Dated this _____ day of _____, 20_____.

Signature of Guarantor's: _____
(Please do not reference Corporate or some other titles)

Print name: _____

Signature of Co-Owner, where applicable* _____

Witness: _____

*Co-owner is the primary co-owner of Guarantor's personal assets, if any.