

**BIG
SOUTH**



BIG SOUTH DISTRIBUTION, LLC

320 Walling Rd. * P.O. Box 17719 * Bristol, VA 24209

Phone: 866.439.8147 Fax: 276.644.9871

ATTN: LAURA

Branch: _____

REP: _____

Account Information (Please Print Clearly)

Trade Name (DBA) _____			
(Legal Name) If other than trade name (i.e. Corporate Name) _____			
Shipping Address _____	City _____	State _____	Zip _____
Billing Address (if different) _____			
Phone Number _____		Fax Number _____	
Contact _____		Title _____	
E-Mail Address: _____			
Federal ID# _____		State Resale or Sales Tax # _____	
[] Sole Owner [] Proprietorship [] Partnership [] Corporation [] Franchise of _____			
New Owner? [] Yes Purchase Date _____		[] No, Length of time in business _____	
[] Convenience Store [] Grocery Store [] Tobacco Store [] Wholesaler [] Jobber [] Other _____			

Accounts Receivable Information

Accounts Payable Contact _____	A/P Phone# _____
I would prefer to pay:	
____ Due on receipt – Cash / Money Order / Check (with approved credit)	
____ ACH – (7) days after delivery (Please complete ACH Agreement along with Credit Application)	

Bank Reference

Bank Name _____	Bank Address _____
Phone Number _____	Account _____
Contact Name _____	

Trade References

Name	Address
1. _____	_____
Account # _____	Phone Number _____
2. _____	_____
Account # _____	Phone Number _____
3. _____	_____
Account # _____	Phone Number _____

GOODS SOLD BY BIG SOUTH DISTRIBUTION, LLC TO CUSTOMER ARE NOT SUBJECT TO ANY WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, except such warranties as are specifically stated herein, or on invoices or any other correspondence signed by an authorized representative of Big South Distribution, LLC.

Purchase Agreement:

Customer warrants the above information to be true and accurate. The customer hereby agrees that all purchases made from Big South Distribution, LLC are subject to the following terms and conditions:

1. All amounts due for goods purchased from seller are payable either (a) at the Seller's distribution facility from which the goods are delivered or (b) at Customer's location at the time of delivery. Purchaser acknowledges that such amounts are not payable in installments but are payable in full as stated herein.
2. As security for any amounts due Big South Distribution, LLC, the customer hereby grants to Big South Distribution, LLC a security interest in all equipment, supplies, inventory or other goods purchased from Big South Distribution, LLC and the proceeds thereof and agrees to execute such other documents necessary to perfect Big South Distribution, LLC's security interest.
3. Big South Distribution, LLC may, regardless of the terms stated on the invoices, require all outstanding amounts to be paid in full on demand in the event that sales to the customer are discontinued for any reason.
4. The customer understands and agrees; Big South Distribution, LLC may cancel extensions of credit and/or discontinue deliveries at any time.
5. All amounts due seller are payable in accordance with the payment terms stated on each invoice from which the goods and services are delivered. If any amount due seller is not paid in accordance with such payment terms, a delinquency charge shall be added to the sum due, which charge shall equal the amount obtained by multiplying the delinquent balance by the lesser of (a) one and one half percent (1 1/2%) per month (b) the maximum lawful rate permitted to be charged under the applicable state's law.
6. Purchaser shall pay seller a service charge in an amount equal to the greater of \$10.00 or 5% of the check amount for all checks returned by Purchaser's bank; provided, however, that such service charge shall not be due and payable in the event such payment would result in the violation of the usury laws of the applicable jurisdiction.
7. In the event the account is turned over to an attorney or other agency for collection, or suit is brought on same, or the same is collected through any judicial proceeding whatsoever, Purchaser shall pay all attorney's fees and court costs incurred by Big South Distribution, LLC.
8. The customer authorizes Big South Distribution, LLC to inquire into and obtain from any bank, lending institution, credit reference, or credit reporting agency, whether listed on the credit application or not, any and all information relating to the customer's credit worthiness or financial condition.
9. The customer agrees that all sales are final. Any returned merchandise which Big South Distribution, LLC elects to accept, may be subject to a restocking charge in the sole discretion of Big South Distribution, LLC.
10. The customer agrees to notify Big South Distribution, LLC in writing thirty (30) days prior to any change of ownership of the customer, or of the customer's business, (including the above information for the buyer), and further agrees to be liable for all purchases by any buyer of the business should said notification not be given in a timely fashion. Big South Distribution, LLC may, regardless of the terms stated on the invoices, require all outstanding amounts be paid in full on demand, upon change in ownership and may refuse to make any further deliveries pending approval of the buyer's credit, which approval shall be in Big South Distribution, LLC's sole discretion.
11. **Right to Jurisdiction:** Big South Distribution, LLC and purchaser jointly and severally hereby consent to the jurisdiction of any state or federal court located within the County of Washington, Commonwealth of Virginia, and irrevocably agree that all actions or proceedings relating to this agreement or any other agreement contemplated hereunder shall be litigated in such courts and Big South Distribution, LLC and purchaser jointly and severally waive any objection which they may have based upon proper venue or forum non conveniens to the conduct of any proceedings in any such court and waive personal service of any and all process upon them and consent that all such service of process be made by overnight express delivery directed to them at their respective address set forth in this agreement and that service so made shall be deemed to be completed upon the earlier of the actual receipt or three days after the same shall have been posted to the parties' respective addresses.

Note: A signed resale Certificate (or photocopy), and a photocopy of state tobacco tax license (if applicable), must accompany this application to validate your retail or wholesale status.

X _____
Officer, Owner or Partner Signature

Please Print Name of Officer, Owner or Partner

Title

Date

X _____
E-Mail Address: Intended use to send product updates; promo sheets; updated order guides; etc.

Personal Guaranty:

I, _____ residing at _____ for and in consideration of Big South Distribution, LLC, extending credit at my request to _____ (hereinafter referred to as the "Customer") of which I am (Title) _____ hereby personally guarantee, as a primary obligor and not merely as a surety, payment of all obligations of the Customer (including all interest, attorneys' fees and charges) to Big South Distribution, LLC and do hereby agree to bind myself to pay Big South Distribution, LLC on demand any sums which may become due it by the Customer, whether or not demand has been made on the Customer. It is understood that this guaranty shall be continuing and irrevocable for such indebtedness of the Customer to Big South Distribution, LLC as presently exists or may hereafter accrue. I do hereby waive all notices and demands of any kind, including notice of default or nonpayment or deferral of payment and consent to any modification or renewal of the above credit agreement or any release or modification of security thereunder. Additionally, the undersigned guarantor agrees to pay, in the event the account becomes delinquent, Big South Distribution, LLC's attorneys' fees associated with collection of the account plus all attendant collection costs whether litigation is initiated or not. I also agree that the venue of any action against me would at the option of Big South Distribution, LLC be either in the courts of the state and county in which Big South Distribution, LLC, supplying the customer is located or where the customers business is located.

X

SIGNATURE

PLEASE PRINT / TYPE NAME

SOCIAL SECURITY NUMBER: _____ - _____ - _____

Big South Distribution, LLC.
 PO Box 17719
 320 Walling Rd
 Bristol, VA 24209

APPLICATION FOR CREDIT & EFT AUTHORIZATION

Firm Name:		Telephone:	
Firm Address (Number & Street):		Fax Number:	
City, State, Zip:		E-mail Address:	
Contact Title:	Type of Business: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other:		
Telephone #:	Fax #:	E-mail Address:	
Name and Address of Parent Company (if applicable):		Federal Tax ID:	
Primary Type of Business: <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Retailer <input type="checkbox"/> Dealer <input type="checkbox"/> Service <input type="checkbox"/> Other			
How Long in Business:	Annual Sales:	Anticipated Monthly Purchases:	License #:
		Credit Limit Requested:	

TOBACCO INDUSTRY TRADE REFERENCES					
Name:		Name:		Name:	
Address:		Address:		Address:	
Phone:		Phone:		Phone:	
Fax:		Fax:		Fax:	
Contact:		Contact:		Contact:	
Credit Limit:	Account #:	Credit Limit:	Account #:	Credit Limit:	Account #:

EFT AUTHORIZATION/BANK INFORMATION				***PLEASE PROVIDE US WITH A COPY OF A VOIDED CHECK FOR OUR RECORDS.***			
Name and Branch:				Name and Branch:			
Address:				Address:			
City, State & Zip:				City, State & Zip:			
Phone:				Phone:			
Account Number (Checking):		Transit Number:		Account Number (Checking):		Transit Number:	
Line of Credit Limit:		Balance:		Line of Credit Limit:		Balance:	
Bank Contact Name:		Bank Phone Number:		Bank Contact Name:		Bank Phone Number:	
Signature of Owner or Officer:							

Terms of Credit: Permission is herewith granted to obtain credit information from all listed references, including the bank. All financial information submitted in support of this account and credit application is true and complete in all respects. I understand Big South Distribution, LLC. terms and agree to pay within these terms.

Name _____ Signature _____
 Title _____ Date _____