



NEW CUSTOMER
PACKAGE

WELCOME TO HUNTSVILLE WHOLESALE GROCERS INC.

If you are unfamiliar with our company, here is some background information:

We have been in business since May 0f 1989. The principle contacts are:

James Wade - President
Twalla Slott - General Manager
Ashley Shepherd- Marketing/Graphic Designer & Accounts Payables
Doug Perkins – Buyer
Jeff Ward - Buyer
Joanna Wheeler - Bookkeeping
Randy Wheeler - Sales
Kirk Williams – Sales
Zahi Akra – Sales
Rick Henderson – Project Manager
Michael Shepherd – Driver Supervisor

Our product line has cigarettes, tobacco, candy, juices, automotive, drugs, paper products, and dry good groceries. We report data to MSA for Philip Morris, R.J.Reynolds America, Lorillard, United States Tobacco, American Tobacco, and Swedish Match.

Our reputation with the retail trade has grown tremendously and we care about our customers. Retailers will be the first to tell you that Huntsville Wholesale does not play pricing games and we are always honest with our customers. You will not find a customer that feels that we have treated them unfair in our 21 years of business. Our fair business practices with our customers, suppliers and government agencies, has helped us grow year after year. Please consider this when making your decision on a wholesaler.

To place an order, you can fax it in at 936.755.7112. You can also give you order by phone to one of our telemarketers by calling 1-800-777-8269 or we can have a salesman come by and help, upon your request!

TO OPEN AN ACCOUNT, PLEASE FILL OUT A TEXAS BLANKET RESALE FORM AND A ACCOUNT INFORMATION FORM. FAX THEM BOTH TO 936.755.7112

Texas Sales and Use Tax Resale Certificate

Name of purchaser	Phone (Area code and number)
Address (Street & number, P.O. Box or Route number)	Fax (Area code and number)
City, State, ZIP code	
Texas Sales and Use Tax Permit Number (must contain 11 digits)	
Texas Tobacco Permit Number (must contain 8 digits)	

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: **HUNTSVILLE WHOLESALE GROCERS, INC.**

Street address: **904 HWY 190 EAST**

City, State, ZIP code: **HUNTSVILLE, TX 77340**

Description of items to be purchased on the attached order or invoice:

CIGARETTES, TOBACCO, CANDY, AND DRY GROCERIES

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

RETAIL SALES

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser	Title	Date
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ACCOUNT INFORMATION FORM

STORE NAME: _____

CORPORATION NAME: _____

MANAGER: _____ CELL PHONE: _____

OWNER: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

YEARS IN BUSINESS: _____

DRIVER'S LICENSE NUMBER OF CHECK SIGNER: _____

PRIMARY OWNER OR PRESIDENT:

HOME ADDRESS: _____ CITY: _____ ZIP: _____

PLEASE TELL US HOW YOU HEARD ABOUT US (CIRCLE ONE)

SALESPERSON VENDOR WEBSITE FRIEND BUSINESS ASSOCIATE

PLEASE GIVE MORE DETAILS ON THE ITEM YOU CIRCLED ABOVE:

NAME: _____

PHONE NUMBER: _____

BUSINESS: _____

My signature acknowledges that I have read and agreed to the following (all found on our website):

1. **DELIVERY, CREDIT, AND RETURN POLICY OF HUNTSVILLE WHOLESale GROCERS, INC.**

2. **TERMS AND CONDITIONS OF SALE OF HUNTSVILLE WHOLESale GROCERS, INC.**

3. **PERSONAL GUARANTY FROM HUNTSVILLE WHOLESale GROCERS, INC.**

4. **CHOICE OF LAW AND VENUE:** I understand and agree that any disputes or legal action that may arise from items 1, 2, or 3 or any business transactions between myself and Huntsville Wholesale Grocers, Inc. must be brought and resolved in the venue of the Justice of the Peace and/or County Court of Walker County, Texas.

Applicant Signature _____

Date _____

Title _____

PLEASE COMPLETE THIS FORM AND THE TEXAS BLANKET RESALE CERTIFICATE AND FAX THEM BOTH TO 936.755.7112

DELIVERY, CREDIT, AND RETURN POLICY
OF
HUNTSVILLE WHOLESALE GROCERS, INC.

DELIVERY PROCEDURE

1. CIGARETTES: Driver will bring the cigarettes and place them in the area that you designate. The driver must count the total cartons before leaving the store.

2. TOBACCO AND CANDY: Driver will bring the tobacco and candy and place them in the area that you designate. The driver must count the total units of tobacco and candy before leaving the store.

3. CASE GOODS: Driver will bring in Gatorade, Coke, water, juices, paper products and other case goods and place them in the area that you designate. **PLEASE MAKE SURE THAT YOU GIVE THE DRIVER INSTRUCTIONS ON EXACTLY WHERE YOU WANT YOUR CASE ITEMS BECAUSE HE WILL NOT BE PERMITTED TO MOVE CASE GOOD PRODUCTS ONCE THEY ARE DROPPED ON YOUR FLOOR.** The driver must count the total cases before leaving the store.

4. SINGLE ITEMS: It is not necessary to count single dry groceries. If you have a shortage on a single grocery item, please contact our office within 2 working days to receive a credit.

REMEMBER THAT OUR DRIVERS:

- **WILL NOT MOVE CASE GOODS (LIKE GATORADE) A SECOND TIME ONCE THEY DROP THEM IN YOUR STORE.**
- **ARE NOT ALLOWED TO STOCK MERCHANDISE ON SHELVES.**
- **ARE NOT ALLOWED TO HAND STACK MERCHANDISE.**
- **ARE NOT ALLOWED TO MOVE ANY OTHER VENDORS PRODUCTS.**
- **ARE NOT REQUIRED TO DELIVER IF THEY SEE A SAFETY HAZARD OR PROBLEM.**

5. DELIVERY MINIMUMS: Delivery is free with orders over \$1500.00 in combined merchandise. There will be a \$25 charge on all orders less than \$1500.

PLEASE CALL 1-800-777-8269 IF YOU HAVE A DRIVER THAT TREATS YOU OR YOUR CUSTOMERS RUDELY OR WITH DISRESPECT!

MY INITIALS ON THE ACCOUNT INFORMATION FORM ACKNOWLEDGES THAT I HAVE READ AND UNDERSTAND THIS ADDENDUM.

CREDIT AND RETURN PROCEDURE

OUR RETURN POLICY IS DESIGNED TO BE FAIR TO OUR CUSTOMERS AND CONFORM TO THE GUIDELINES OF OUR VENDORS.

THE BUSINESS ENVIRONMENT AND VENDOR POLICIES CHANGE CONSTANTLY, SO THIS POLICY IS SUBJECT TO CHANGE AT ANY TIME.

1. MISTAKES AND DAMAGES: If you find a mistake and/or a damaged item, please contact our office by the next business day after your delivery to report them. The driver will not be allowed to pick up returns unless we have a record of your call.

2. SHORTAGES: If you have a shortage on a single item grocery product, please call within one business day and we will issue a credit. **ON CIGARETTES, TOBACCO, CANDY, AND CASE PRODUCTS, THERE WILL BE NO CREDIT ISSUED AFTER THE DRIVER LEAVES YOUR STORE.** Please make sure that you count your merchandise and record any problems on your invoice and have the driver sign.

3. DATED PRODUCT: If you have an issue with a date, please call when you discover it so we can help. After 30 days we cannot pickup out of date products. Vendors, including the cigarette and tobacco companies do not guarantee out of date products any longer.

4. RETURNS: If you need to return an item, as outlined above, it must meet the following criteria:

- The products must be in the original, unopened unit the same as when delivered.
- No partial packs.
- No priced merchandise.
- Nothing over 30 days old.

5. REFUSALS: There will be a restock fee of 5% on any refused merchandise.

PLEASE REPORT ANY MERCHANDISE PROBLEMS TO 1-800-777-8269.

MY INITIALS ON THE ACCOUNT INFORMATION FORM ACKNOWLEDGES THAT I HAVE READ AND UNDERSTAND THIS ADDENDUM.

TERMS AND CONDITIONS OF SALE
OF
HUNTSVILLE WHOLESALE GROCERS, INC.

1. Our A/R department will assign you a credit limit and your terms
2. If you exceed your credit limit, your orders may be cut, unless pre-approved by our office.
3. Terms are based on date of delivery.
4. All payments are jointly, severally, and unconditionally guaranteed within credit terms.
5. All past due invoices may be charged interest at a rate of 1.5% per month (18% per annum)
6. If you pay with an N.S.F. check, your credit terms will immediately be changed to 0 day and any checks we are holding will be deposited.
7. N.S.F. checks will be charged a \$35.00 service charge to your invoice.
8. If you write more than 1 N.S.F. check in a 6-month period, a service charge of \$35.00 will be added to every invoice in the future.
9. Unauthorized deductions are not allowed and will be charged back on your next delivery. Call our office for help if you feel that you were charged incorrectly.
10. Any unpaid merchandise is the property of Huntsville Wholesale Grocers, Inc. and may be subject to a lien or other legal action if collection is forced.
11. Any charges outstanding over 30 days from the date of delivery are subject to collection. In addition, all collection expenses, court costs, attorney's fees and interest will be the responsibility of myself, the purchaser.
12. Venue for any disputes that may arise is Walker County, Texas.

MY INITIALS ON THE ACCOUNT INFORMATION FORM ACKNOWLEDGES THAT I HAVE READ AND UNDERSTAND THIS ADDENDUM.

PERSONAL GUARANTY
TO
HUNTSVILLE WHOLESALE GROCERS, INC.

For the valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I absolutely guarantee payment of all credit extended by Huntsville Wholesale Grocers, Inc. to my store location according to the terms outlined in the ACCOUNT INFORMATION FORM , the DELIVERY, CREDIT AND RETURN POLICY and the TERMS AND CONDITIONS OF SALE .

I waive all demands and notices, including any notice to cancel or change terms or notice of non-payment. I also waive any notice of and defense based of the extension of time payment or the methods of payment.

This is an unconditional personal guaranty of payment and performance, not of collection. This is an agreement of personal guaranty of payment, not suretyship.

I waive all requirements of law that any collection efforts or action must be made against myself or my location before resorting to the Owner and this guaranty.

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