

I hereby certify that all statements made in this Credit Application are true and correct, and made for the express purpose of obtaining credit. I understand that Martignetti Companies (Martignetti Grocery Co., LLC, Carolina Wine & Spirits Company, Classic Wine Imports, LLC, Commonwealth Wine & Spirits, LLC, Martignetti Beverage Company, LLC, Quality Beverage and United Liquors, LLC, and its divisions Century, Connoisseur and Excel, collectively referred to hereinafter as "Martignetti Companies") will rely on the information and statements contained herein in evaluating Licensee's creditworthiness. I hereby authorize any parties named above to release credit information to Martignetti Companies for the purpose of conducting a credit check. In consideration of extending credit and selling to Licensee, Licensee agrees to the following:

- ◆ To promptly pay all invoices in full in accordance with the terms of sale.
- ◆ To pay a service charge for late payment, computed at an annual percentage rate of 18% (1.5% per month) on each invoice.
- ◆ To pay a service charge of \$75.00 for each payment returned by a bank for insufficient funds, stopped payment, or invalid account.
- ◆ To pay all costs of collection, including but not limited to, reasonable attorneys' fees, if Licensee's account is placed for collection.
- ◆ Licensee will be deemed in default of these terms if it becomes the subject of a bankruptcy, receivership, or insolvency proceedings.
- ◆ Licensee does hereby grant to Martignetti Companies a security interest in all goods sold by Martignetti Companies to Licensee, together with the proceeds and products therefrom, to secure payment of any obligations of Licensee to Martignetti Companies. Licensee consents to the execution of any documents necessary to effectuate the security interest granted hereby, including the execution of a UCC-1 financing statement.
- ◆ This credit agreement and all sales hereunder shall be governed by the internal laws of Massachusetts (without reference to conflict of laws rules). In the event of any court action involving this credit agreement or any transactions or extension of credit hereafter, Licensee and Martignetti Companies expressly agree that the venue of said action(s) shall be exclusively with the courts of competent jurisdiction in the Commonwealth of Massachusetts.

The undersigned represents and warrants that they are authorized to accept these terms and conditions on behalf of the Licensee.

Executed as a sealed instrument, this _____ day of _____, 20_____

Name of Licensee _____ Name (please print) _____

Signature _____ Title _____

GUARANTY

In consideration of and as an inducement to Martignetti Companies to sell merchandise and extend credit to, or to continue to sell merchandise or to continue to extend credit to the Licensee, the undersigned personally, and not in a representative capacity, hereby guarantees the prompt and timely payment of any indebtedness and other financial obligations of Licensee, which may at any time, and from time to time, be incurred by said Licensee to Martignetti Companies. In the event of any default at any time by Licensee, Martignetti Companies shall be entitled to look to me, the undersigned, immediately for such payment and satisfaction of all indebtedness and financial obligations, without prior demand or notice.

If this guaranty is forwarded to an attorney for enforcement, the undersigned agrees to indemnify and pay to Martignetti Companies all of its costs of collection, including but not limited to, court costs and reasonable attorneys' fees. I hereby consent to the exclusive jurisdiction of the Courts of the Commonwealth of Massachusetts. I understand that notice of my acceptance or any reliance on this guaranty is waived. I also understand and agree that this is an absolute and continuing guaranty, and Martignetti Companies shall not be required to pursue any legal or equitable remedy against the Licensee before enforcing it against me, the undersigned.

Executed as a sealed instrument, this _____ day of _____, 20_____

Name (Printed) _____ Guarantor's Signature _____

Residential Address _____
Street City State Zip Code

Social Security Number _____ - _____ - _____

**** MARTIGNETTI COMPANIES ("THE COMPANY") GENERALLY EXTENDS NET 60 PAYMENT TERMS WHEN THE GUARANTY IS SIGNED, OR NET 30 TERMS IF THE GUARANTY IS NOT SIGNED. HOWEVER, THE COMPANY, AT ITS SOLE DISCRETION, RESERVES THE RIGHT TO REDUCE PAYMENT TERMS AND RESTRICT OPEN CREDIT, REGARDLESS OF THE PRESENCE OF A GUARANTY**

Please Complete New Account Delivery Instruction

4-hour minimum delivery window	Earliest Time can take delivery	If account can take Delivery all day what are the hours of operation
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****The warehouse has limited availability for afternoon deliveries. Delivery days will be determined by the routing team based on delivery area schedules. If the delivery window requested is after 2 pm, there will be limitations on which days of the week we can deliver.
 Please note, morning deliveries are preferred.**

