

ACCOUNT APPLICATION

| Company Name | | | | | |
|---|-----------------------------|-----------------|---------|--|--|
| | P.O. Box | | | | |
| City | StateZip | | | | |
| County: | | | | | |
| Telephone Number () | F | Fax Number (|) | | |
| Business Email: | | | | | |
| Purchaser Contact Name: | | Ph | one () | | |
| BUSINESS INFORMATION | | | | | |
| Form of Organization () Corporation | on () Proprietorship () Ind | lividual () Ot | her | | |
| FED ID#Type | of Business | | | | |
| Name of Parent Co if Subsidiary_ | | | | | |
| Tax Exempt? () Yes () No If yes, p | lease enclose resale certif | ficate | | | |
| Accounts Payable Contact Person_ | | | | | |
| Receiving Hours: | | | | | |
| OWNER/OFFICERS INFORMATI | ON | | | | |
| Owners/Partners/Officers: | | | Title: | | |
| SSN (Required): | Phone: | Er | nail: | | |
| Address: | | | | | |
| Owners/Partners/Officers: | | | Title: | | |
| SSN (Required): | | | | | |
| Address: | | | | | |
| BANK INFORMATION Business Bank (name and Location): | | | | | |
| | | | | | |
| Bank Phone Number: | Contact Person at the Bank: | | | | |
| | | | | | |
| Trade/Suppliers References (please | list three) | | | | |
| Company Name: | Contact Name: | | | | |
| Phone: | Fax: | | | | |
| Company Name: | Contac | t Name: | | | |
| Phone: | | Fax: | | | |
| Company Name: | Contact Name: | | | | |
| Phone: | | Fax: | | | |



- A. Applicant's signature certifies that he/she has been properly authorized to sign on behalf of and bind the above entity. Applicant's signature warrants the above information to be true and correct and authorizes its use by Triangle Distributors Inc. /DBA Independent Pet Supply (IPS) in investigation and determination of credit. Applicant's signature further certifies that he/she is a founder or principle of the above entity.
- B. Applicant's signature further attests financial responsibility, ability and willingness to pay invoices in accordance with IPS terms of balance due from the date of invoice. Any unpaid balance will be charged a monthly one and one half (1 1/2%) percent service charge. In the event of default in the payment terms, applicant promises and agrees to pay all collection costs, including reasonable attorney's fees, in the enforcement of the financial obligation on said account.
- C. Applicant promises that he/she holds personal liability for any future debts owed by the above entity to Triangle Distributors Inc. / DBA Independent Pet Supply. Applicant's personal liability of debts owed by the above entity to Triangle Distributors Inc. / DBA Independent Pet Supply is not transferable.
- D. This AGREEMENT constitutes the entire AGREEMENT and there are no oral or other representations regarding the subject of this AGREEMENT that are binding on either party. All changes to this AGREEMENT must by in writing, signed by both parties. It is understood and agreed that e-mail correspondence shall not constitute "a writing" to this agreement unless expressly included herein.
- E. This AGREEMENT will be construed in accordance with and governed by the laws of the State of Washington, excluding that State's choice-of-law principles, and all claims relating to or arising out of this AGREEMENT, or the breach thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Washington, excluding that State's choice-of-law principles.
- F. The failure or delay of either party to exercise any of its rights under this AGREEMENT for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this AGREEMENT shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the AGREEMENT unless specifically agreed in writing.
- G. The terms of this AGREEMENT are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
- H. Applicant's signature hereby represents and warrants that they are duly authorized to execute and deliver this AGREEMENT on the behalf of the above entity, and that this AGREEMENT is binding upon them in accordance with its terms. Applicant further warrants that they are over the age of 18 years and are fully competent to execute this AGREEMENT.

The undersigned hereby certifies that he/she personally guarantees the indebtedness of the above corporation and guarantees payments of the same.

| Printed Name of Entity | Date | |
|--------------------------------------|--------------|--|
| Signature in Business Capacity Title | Printed Name | |
| Signature for Guarantee | Printed Name | |