

**JW Nutritional, LLC ("JWN")**  
 601 Centry Parkway, Allen, Texas 75013  
**Phone:** (214) 221-0404 **Fax:** (214)217-4445

**CREDIT APPLICATION AND AGREEMENT**

Name of JWN Representative :

Complete the information below, sign and submit electronically or email completed form to

**BUSINESS CONTACT INFORMATION**

Title:

Company name:

Phone:

Fax:

E-mail:

Registered company address:

City:

State:

ZIP Code:

Date of business formation:

Sole proprietorship:

Partnership:

Corporation:

Other:

Other operating name or DBA:

Name & Contact Information for all Principals, Owners and/or Partners:

Name:

Email:

Cell Phone:

Name:

Email:

Cell Phone:

Name:

Email:

Cell Phone:

Name:

Email:

Cell Phone:

Credit Amount Requested:

**BUSINESS AND CREDIT INFORMATION**

Primary business address:

City:

State:

ZIP Code:

Telephone:

Fax:

E-mail:

Bank name:

Bank address:

Phone:

City:

State:

ZIP Code:

Type of account:

Account number:

Savings

Checking

Other (please specify)

**BUSINESS/TRADE REFERENCES**

**Company name:**

Contact name: Contact's Direct Phone:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

**Company name:**

Contact name: Contact's Direct Phone:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

<b>Company name:</b>		
Contact name: Contact's Direct Phone:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
Type of account:		
<b>BUSINESS INFORMATION</b>		
State Tax ID:	Federal EIN or SSN:	D&B Number:
Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>ACCOUNTING INFORMATION</b>		
A/P Contact Name: _____		
A/P Contact Phone: _____		
A/P Contact Email: _____		
Other Special Instructions:		
<b>TERMS GOVERNING YOUR ACCOUNT</b>		
<p><b>DESCRIPTION OF ACCOUNT:</b> Upon approval, JW Nutritional, LLC ("we" or "us") will provide the Company applying for credit hereunder ("you") with a credit account which allows for repayment of your purchases under the terms and conditions stated below. You agree to pay for all purchases, finance charges and other fees and charges made on your credit account.</p> <p><b>MONTHLY STATEMENT AND PAYMENT:</b> You will receive a monthly statement listing your credit charges during the preceding billing period. Unless otherwise agreed, you must pay the account balance shown on your statement in full on or before the payment due date shown on your statement.</p> <p><b>FINANCE CHARGES:</b> You pay a finance charge for your purchases of goods and services on any part of the balance which remains unpaid 30 days after the original invoice date. The monthly periodic rate used to calculate the finance charge is 1.5%, which is equal to an annual percentage rate (APR) of 18.0%. <u>Adjusted Balance Method:</u> We calculate the finance charge by applying the monthly periodic rate to the adjusted balance of your account. Your adjusted balance is calculated by taking the past due balance at the end of the previous billing cycle and subtracting any unpaid finance charges and any payments and credits received during the present billing cycle. JWN reserves the right to charge \$25 for returned checks where permitted by law.</p> <p><b>DEFAULT:</b> You will be in default if you fail to pay a minimum payment when due on two occasions within any 12-month period, or if your new balance exceeds your credit limit. We have the right to declare your entire unpaid balance immediately due and payable if you do not resolve the default within 15 days after receiving a written default notice. We have the right to reduce your credit limit or to withdraw credit privileges at any time without prior notice. Except where prohibited or limited by law, if your account is referred to outside legal counsel for collection, you agree to pay all reasonable legal fees.</p> <p><b>RIGHT TO LIQUIDATE INVENTORY:</b> In addition to all other rights and remedies we may have under this Agreement, at law, or in equity, in the event you have an unpaid balance that is past due more than 90 days after the original invoice date, and we have custom finished product in our inventory manufactured and/or packaged to your specifications (including without limitation, products with your proprietary formulations or proprietary packaging), you hereby grant to us the limited right to sell such inventory to any willing buyer of such products at our discretion and without notice to you. We shall apply the proceeds, less our selling costs and commissions, if any, from any such sale to reduce your unpaid balance. With respect to any such sales, or offers to sell, you waive any claim you may have concerning our use of your brand name(s), trademark(s), or trade name(s), and the like, incidental to any such sale. Except for claims related to disputes concerning billing and/or shipping discrepancies related to any such sale, you agree to indemnify and hold us harmless from any and all third-party claims</p>		

or liabilities arising out of or related to our sale of such inventory.

**SALES TAX:** If you do not pay sales tax, you must provide the JWN a completed and signed Texas Sales and Use Tax Resale Certificate (*available at <http://www.window.state.tx.us/taxinfo/taxforms/01-339.pdf>*).

**ASSIGNABILITY:** JWN may assign its rights under this Agreement; you may not do so without JWN's prior written consent.

**MISCELLANEOUS:** Except where prohibited by law, you agree to pay a return check fee of ten dollars (\$10.00).

**VENUE:** The parties stipulate and agree that the venue for any proceeding involving or arising under this Agreement, or any other dispute between the parties hereto, shall be Collin County, Texas. This Agreement shall be governed by and construed under the laws of the State of Texas. Further, the parties hereby agree that an order from a court of the State of Texas may be entered as a sister-state judgment in the court of any other State.

**CHANGE OF TERMS:** JWN reserves the right to change the terms of this Agreement at any time in accordance with applicable law.

**AGREEMENT**

1. By submitting this application, I authorize JW Nutritional, LLC to make inquiries into the banking and business/trade references that I have supplied.
2. I hereby apply for a credit account and agree to pay all authorized charges on the account in accordance with the payment terms and conditions set forth in the credit agreement applicable to this account.
3. I hereby certify that the information given above is true and correct and hereby authorize the company to obtain such credit information as may be required by the company to assess my credit worthiness.

**SIGNATURES**

Printed Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PERSONAL GUARANTY – TO BE COMPLETED BY COMPANY OWNERS ONLY**

I understand and agree that should credit be extended, all payments are due on or before 30 days from date of invoice and each payment or amount past due shall bear a finance charge of 1.5% interest per month (18% APR), not to exceed the legal limit. Due to my business circumstances, I personally accept liability (jointly and severally if there is more than one owner) for this account and agree to pay all costs, including reasonable legal fees, required to collect any unpaid debt. By signing below and on the attached authorization, I acknowledge and approve my bank(s) to release my personal bank information so that the Company can determine my ability to pay all invoices.

Printed Name: _____ Social Security #: ____-____-____	Signature:	Date:
Printed Name: _____ Social Security #: ____-____-____	Signature:	Date:
Printed Name: _____ Social Security #: ____-____-____	Signature:	Date:
Printed Name: _____ Social Security #: ____-____-____	Signature:	Date:

**JW Nutritional, LLC ("JWN")**

601 Centry Parkway,  
Allen, Texas 75013

**AUTHORIZATION TO RELEASE COMPANY-SPECIFIC INFORMATION  
FOR THE PURPOSE OF BEING GRANTED CREDIT**

I/we have applied for credit and hereby authorize the release of any account or credit information requested by JWN, including checking, savings and loan bank information.

<b>Company/Bank Name:</b>
<b>Address:</b>
<b>Person Applying for Credit:</b>
<b>Signature of Credit Applicant:</b>
<b>Date:</b>

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**PERSONAL GUARANTY**

AUTHORIZATION TO RELEASE **PERSONAL** BANKING INFORMATION  
FOR THE PURPOSE OF BEING GRANTED CREDIT

I have applied for credit with JWN and have signed a personal guaranty. I hereby authorize the release of any account or credit information requested by JWN, including the balances for all personal checking, savings and loan accounts.

<b>Company/Bank Name:</b>
<b>Address:</b>
<b>Person Applying for Credit:</b>
<b>Social Security Number:</b>
<b>Signature of Credit Applicant:</b>
<b>Date:</b>

