



High Bar Brands, LLC CREDIT APPLICATION

COMPANY DATA (please include a copy of your state's tax exemption certificate)**BILL-TO DATA**

Company Name	Type of Organization ____ Corporation ____ State of Incorporation ____ LLC ____ Partnership ____ Proprietorship ____ Government	Address (if different)	
Street Address		City, State/Province, Zip/Postal Code	
City, State/Province, Zip/Postal Code		Accounts Payable Contact	
Phone #		A/P Phone #	A/P Fax #
Federal Tax ID #	OWNER DATA Name of President or Owner	A/P E-Mail Address	
Years in Business	Personal Street Address	Delivery Method for Invoices & Statements E-Mail Fax Mail	
Website	City, State/Province, Zip/Postal Code	Tax Exemption Number (attach resale certificate)	
Buying Group (if you are part of a buying group, please indicate, so we can report sales)			

BANK REFERENCES – See the **Bank Information Release Authorization** form on page 4

THREE MAJOR TRADE or WHOLESALE REFERENCES

Name		Name		Name	
Street Address		Street Address		Street Address	
City, State/Province, Zip/Postal Code		City, State/Province, Zip/Postal Code		City, State/Province, Zip/Postal Code	
Phone #	Fax #	Phone #	Fax #	Phone #	Fax #
Email Address		Email Address		Email Address	
Account No.		Account No.		Account No.	

Amount of Credit Requested: _____ Payment terms are **2%10NET30** from invoice date. Accounts that are past due will be subject to credit hold until paid current.

The undersigned hereby applies to High Bar Brands, LLC for credit to purchase merchandise available for sale by High Bar Brands, LLC. The applicant verifies that the following information is true and accurate and is submitted so that High Bar Brands, LLC can rely on the information in making its determination of whether or to what extent High Bar Brands, LLC may grant credit to the applicant. The applicant hereby authorizes its bank and suppliers to release any and all information to High Bar Brands, LLC with regard to the financial condition, credit history, account balances, and similar information. This includes a personal credit report. A copy of this Authorization shall be as valid as the original. The applicant agrees to pay for any and all merchandise purchased on credit pursuant to the Terms and Conditions of Credit Sale set forth on the back hereof.

Name _____ Title _____ Date _____

Signature _____

ECOA Notice 701(a)

The Federal Credit Opportunity Act prohibits creditors from discriminating against the credit application on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to contract); because all or part of the applicant's income derives from any public assistance program or because the applicant in good faith exercises any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Opportunity, Washington, DC 20580.



Credit Agreement and General Credit Terms

- 1. General.** High Bar Brands, LLC and all of its divisions and subsidiaries, 2701 18th Street SW; PO Box 740, Owatonna, MN 55060, any of its parents, subsidiaries, assigns, or branches (the "**Company**") hereby appoints and grants [ENTITY NAME] (the "**Distributor**" "**you**" "**your**") the non-exclusive and non-assignable right to sell the products ("**Products**") of the Company listed in the then current prices as found on the price list (the "**Prices**"). These General Credit Terms are incorporated by reference in the signed Application for Credit and Credit Agreement ("**Agreement**") effective as of _____, 20___. The Company may change any terms of this Agreement by furnishing the Distributor with notice of the change to the extent required by law. In the Company's discretion and if permitted by applicable law, any new terms may be applied to any balance existing under this Agreement at the time of the change, as well as to any subsequent transactions. In entering into this Agreement, Distributor agrees to the Terms and Conditions of Sales which are found on all invoices provided by the Company. Such Terms and Conditions of Sales are hereby incorporated in the Agreement by reference.
- 2. Prices.** All prices stated are FOB the Company's offices in Owatonna, MN or Tualatin, OR, unless otherwise noted in this Agreement. Prices shall include transportation costs so long as the Prices of the Products purchased meet the Company's free freight requirement. If the Prices do not meet the Company's free freight requirement the cost of transportation shall be listed in this Agreement and shall be borne by Distributor. Prices do not include federal, state or local taxes applicable to the Products sold under this Agreement. An amount equal to the appropriate taxes will be added to the invoice by the Company where the Company has the legal obligation to collect such taxes. In return for extending credit to you under this Agreement, you promise to pay Company for purchases of Products that you make under this Agreement as invoiced by Company in accordance with Agreement. You also promise to pay Company all other charges referenced in this Agreement in accordance with its terms.
- 3. Payment Terms.** You agree that the terms of this Agreement are 2% 10, net 30 days from the date on which the invoice is sent to you by the Company. Distributor shall make full payment for the Products free of and without any deductions, except for the above two percent (2%) discount referenced above, for whatever reason including but not limited to bank charges and settlement discounts. The Company reserves the right to revoke any credit extended at the Company's sole discretion. Distributor agrees to pay such invoices when due regardless of scheduled deliveries of the Products. Payment shall be made by either a valid business bank check made out to Company, wire transfer, electronic bank transfer or credit card. A credit card payment shall not be entitled to receive the 2% discount on the Price even if paid within ten (10) days of the invoice being sent. Invoices not paid within thirty (30) days of the invoice date will bear a one and a half percent (1.5%) per month interest charge against the unpaid balance from the date of invoice until the date of payment. If any check sent the Company for payment is returned to the Company unpaid by our bank, Company may charge you the amount of the check plus a reasonable collection fee of fifty dollars (\$50.00) to cover collection costs, and bank service fees, along with such other amount as may be authorized under Minnesota law. We will add any such fees to the balance due on your account. The Company reserves the right to limit or terminate your use of the credit offered under this Agreement at any time in the Company's sole discretion without providing notice unless such notice is legally required.
- 4. Title to Products.** The Company hereby reserves a purchase money security interest ("**Interest**") in each unit of Products sold or to be sold under this Agreement and in the proceeds thereof, if Distributor shall have sold or leased any unit(s) of the Product to another party prior to Distributor paying Company the Price for such Product as set forth herein, in the amount of such Product's Price. The Company reserves the right to file copy of this Agreement with the appropriate authorities at any time after the signature by the Company as a financing statement in order to perfect the Company's Interest. On the request of the Company, Distributor shall execute financing statement(s) and other instruments the Company shall desire to perfect an Interest in the Products for its Price. The Interest will be satisfied by payment in full. Title to the Products shall pass to Distributor upon receipt by the Company of payment in full for all amounts due for such units of Products.
- 5. Change of Address.** The address to which all notices, disputes, invoices and payments are to be sent for each party ("**Notice Address**") shall be listed in the signature blocks below. Either party may notify the other party in writing of a change of Notice Address and the new address to which notices, invoices or payments are to be sent thereafter.
- 6. Disputed amounts.** All communications concerning disputed amounts or billing inquiries must be sent to the Company's Notice Address. Any payment of an amount less than the full Price due or marked as "paid in full" or any other restrictive endorsement will in no case discharge the full amount due unless there is an agreement to release the balance coupled with an acceptance of the payment as an accord and satisfaction.
- 7. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Minnesota without reference to its conflict of laws provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws. The parties agree that any legal suit, action, or proceeding arising out of or related to this Agreement will be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota in each case located in the Steele County, Minnesota, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein will be effective service of process for any suit, action, or other proceeding brought in any such court.



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8. **Amendment and Modification; Waiver.** No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing, and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
9. **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
10. **Assignment.** The Distributor may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the Company's prior written consent. No assignment, delegation, or transfer will relieve the Distributor of any of its obligations or performance under this Agreement. The Company shall have the right to assign this contract to its successors or assigns without consent of the Distributor, and all covenants or agreements hereunder shall inure to the benefit of and be enforceable by or against its successors or assigns. Any purported assignment, delegation, or transfer in violation of this Section is void. This Agreement is binding on and inures to the benefit of the parties hereto and their respective successors and permitted assigns

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

HIGH BAR BRANDS, LLC

[DISTRIBUTOR]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Email: _____

Email: _____



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Due to tightening regulations regarding release of credit information, banks are now requiring written authorization from their depositors, for the release of any information associated with their bank accounts.

Company:

Street Address: _____ City: _____ State: _____ Zip: _____
PO Box: _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

Bank:

Street Address: _____ City: _____ State: _____ Zip: _____
PO Box: _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

Authorization: I give my permission for the release of information regarding my accounts.

Signature: _____

Title: _____ Date: _____

Checking Account #s: _____

Loan Account #s: _____