

CONTRACT between
BISHOP DISTRIBUTING CO

AND

Bishop

5200 36th Street SE
Grand Rapids, MI 49512-2012
Credit Dept 616 551-4445

PURCHASER INFORMATION

Company name:			
Phone:	Fax:	E-mail:	
Business/company address:			
City:	State:	ZIP Code:	
Date business started:		EIN# or Social Security #:	
Sole proprietorship:	Partnership:	Corporation:	Other:

PAYMENT/CREDIT REQUEST

CHECK TYPE <input type="checkbox"/> CASH (PREPAID BEFORE DELIVERY) <input type="checkbox"/> CREDIT CARD (VISA, MC, AMEX, DISCOVER)
OF PAYMENT:
LINE OF CREDIT (MUST LIST TRADE REFERENCES BELOW) \$ _____ (AMOUNT)

BUSINESS AND CREDIT INFORMATION

Bank name:		
Bank address:	Phone:	
City:	State:	ZIP Code:
Type of account:	Account number:	

BUSINESS/TRADE REFERENCES

Company name:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
Type of account:		
Company name:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
Type of account:		
Company name:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
Type of account:		

TAX CERTIFICATE NUMBER: (MUST FAX COPY OF TAX CERTIFICATE FOR TAX EXEMPTION)

This agreement shall take effect upon the execution by the parties hereto. However, any merchandise delivered prior to the acceptance of this agreement shall constitute the purchaser's acceptance of the terms and conditions set forth in this agreement. In the event the purchaser is a corporation, the undersigned, on behalf of said corporation does hereby acknowledge that he is duly authorized to act on behalf of said corporation and to bind said corporation to the terms of this agreement. **Payment shall be made on invoice within the stated terms. This agreement is subject to the terms and conditions as set forth on the reverse side and purchaser does hereby acknowledge receiving a copy of this contract. In addition, if the purchaser is a corporation or partnership, the undersigned personally and in his individual capacity, unless otherwise specified herein does hereby agree to full y guarantee prompt payment of all purchases and obligations arising hereunder in consideration for the seller agreeing to supply said purchaser with goods and merchandise arising here from** This guarantee is to be construed as a continuing guarantee and shall apply to any and all indebtedness, renewals, and all subsequent purchases made by said purchaser (debtor) from the seller. **THERE EXISTS NO WARRANTY OF ANY KIND, EITHER, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE OTHER THAN THOSE MADE BY THE MANUFACTURER UNLESS OTHERWISE SPECIFIED IN WRITING AND SIGNED BY AN OFFICER OF THE SELLER.**

EMAIL ADDRESS: ***REQUIRED FOR EMAILED INVOICES

OWNER/OFFICER NAME print: _____

Security

OWNER/OFFICER SIGNATURE: _____

SELLER: Bishop Distributing Co

Page 1 of 2

Interest. Purchaser grants to Bishop a purchase money security interest in all products, merchandise, supplies, equipment and goods purchased from Bishop, and all additions, replacements and substitutions therefore and the proceeds and products of the foregoing (the "Collateral") to secure payment of all indebtedness of Purchaser to Bishop, including the purchase price. Purchaser authorizes Bishop to file Uniform Commercial Code financing statements evidencing the security interest. Until the full amount owed to Bishop is paid, the Collateral shall remain at Purchaser's business location identified on the front of this contract (the "Premises"), shall be insured against all losses in an amount not less than the purchase price (with Bishop as a lender loss payee and reasonable proof thereof provided to Bishop) and shall pay all taxes and other charges thereon promptly when due. Purchaser shall promptly notify Bishop if the goods are moved from the Premises. Bishop and/or its agents shall have the right to inspect the Collateral on the Premises (or wherever located). Purchaser represents and warrants to Bishop that (i) Purchaser's exact legal name appears on the front of this contract, (and, if changed, Purchaser will provide Bishop with prompt notice of any change in Purchaser's legal name), and (ii) Purchaser is organized (as defined in the Uniform Commercial Code as enacted in the State of Michigan) in the state set forth on the front of this contract. Purchaser shall provide Bishop with such additional information and assistance as may be requested by Bishop in order to perfect the security interest granted by Purchaser herein.

The parties further agree:

Waiver of or acquiescence in any default by the purchaser or failure of the seller to insist upon strict performance by the purchaser of any warranties or agreements in this security agreement, shall not constitute a waiver of any subsequent or other default or failure. Notices to either party shall be in writing to the party at the address as stated herein.

Purchaser's default in making any payment shall, at the option of the seller and without notice or demand, render the unpaid balance of the principal hereof and accrued interest thereon immediately due and payable. Extension of time of payment of all or any part of the amount owing, or any variation, modification, or waiver of any terms or conditions at any time or times shall not affect the liability of any party hereto or co-maker, guarantor, or surety hereof, it being the intent of all parties that they shall continue jointly or severally absolutely liable for the payment of the aforesaid indebtedness until the same is actually paid in full.

The following shall constitute a default by the purchaser:

- a. Failure to pay any invoice within the terms stated thereon.
- b. Failure to pay the principal or any installment of principal or interest on the indebtedness or any notes when due.
- c. Failure by the purchaser to comply with or perform any of the provisions of this agreement.
- d. False or misleading representations or warranties made or given by the purchaser in connection with this agreement.
- e. Subjection of the collateral to levy of execution or other judicial process.
- f. Commencement of any insolvency proceedings by or against the purchaser.
- g. Any reduction in the value of the collateral of any act of the purchaser which imperils the prospect of full performance or satisfaction of the purchaser's obligations herein.

Upon any default by the purchaser and at the option of the seller, the obligations secured by the agreement shall become due and payable in full without notice or demand and the seller shall have all the rights, remedies, and privileges with respect to repossession, retention, and sale of the collateral and disposition of the proceeds as are accorded by the applicable sections of the Uniform Commercial Code respecting default, and all other rights, remedies outside of Uniform Commercial Code.

Upon any default and upon demand, purchaser shall assemble the collateral and make it available to the seller at the place and at the time designated in the demand.

In the event of any dispute arising out of this contract, or subject matter of this contract, purchaser shall be required to pay the seller's court costs and reasonable attorneys' fees.

The purchaser shall remain liable for any deficiency resulting from a sale of the collateral and shall pay any such deficiency forthwith on demand. The seller is hereby authorized to file a financing statement with respect to the terms and conditions as set forth herein.

Upon any default by the purchaser and at the option of the seller, it is hereby agreed that the seller may enter upon premises in which the purchaser is operating its place of business and take possession of the aforescribed collateral and/or render it unusable or remove it.

The seller shall not be liable for prospective profits or special, indirect or subsequential damages. Nor shall any recovery of any kind against the seller party be greater in amount than the purchase price of the specific goods sold and causing the alleged loss, damage or injury. Purchaser assumes all risks and liability for loss, damage or injury to persons or property of the purchaser or others arising out of the use or possession of any goods sold by the seller to the purchaser.

It is hereby agreed that in the event legal proceedings are instituted with reference to any dispute which in any way relates hereto, such shall be governed and enforced by the laws of the State of Michigan and the parties do hereby specifically agree that venue will lie exclusively in Kent County, Michigan, at seller's sole option. In the event seller brings legal action to enforce any of its legal rights as contained in this agreement, purchaser does hereby specifically agree not to file any counterclaim against seller for any alleged damages incurred by purchaser and does hereby enter into a covenant not to sue seller for any damages, or losses whatsoever which in any way relate to any purchases made by the purchaser from seller.

That purchaser does hereby designate as its authorized agent and representative any and all persons accepting deliveries of merchandise, supplies, equipment, and goods of any nature whatsoever forwarded by the seller or any other entity on behalf of the seller to the purchaser's place of business and that person(s) accepting said deliveries are hereby authorized to bind the purchaser to the terms and conditions as set forth in any and all documents signed by said person(s), and to accept deliveries on purchaser's behalf.

That interest shall be charged on all unpaid balances thirty (30) days post-invoice date at the maximum legal rate of interest.

No statements, representations, or agreements of any kind are binding upon or chargeable to the seller unless evidenced in writing. Any and all prior statements, representations, and agreements which are not evidenced in writing are excluded and superseded thereby. Prices are subject to change without notice to conform to those in effect at the time of shipment. Prices quoted are for the specified quantities only. Prices on deliveries tickets are subject to correction by the seller's billing department if found to be in error.

The purchaser shall have ten (10) days after the receipt of any merchandise, supplies, equipment, and goods of any nature whatsoever ordered for a purchase, to give written notice to the seller at the seller's address, stating the nature and the particular defects, in any, existing. The retention of the foregoing for any time in excess of ten (10) days without giving such notice shall constitute acceptance thereof and acknowledgement that said goods are satisfactory in quantity and quality.

Unless otherwise specified, any and all notice by purchaser to seller concerning purchaser's rejection of goods, damages sustained to goods, and any and all notice to be given the seller by purchaser in accordance with the terms of this agreement and Michigan Law shall be in writing. Oral notification shall not be deemed notification when purchaser is required to notify seller.