



BREAKTHRU BEVERAGE CALIFORNIA
CUSTOMER BUSINESS CREDIT APPLICATION

BUSINESS INFORMATION

License Name: (as it appears on ABC license) Contact Name:

DBA: (as it appears on ABC license) Telephone:

Billing Address: City: State: Zip:

Shipping Address: City: State: Zip:

Email Address:

Type of Ownership:(CheckOne) Corporation Partnership Proprietorship Limited Liability Company

Liquor License(s) #(s)Held:

Date Business Established:

PRINCIPAL OWNERS OR OFFICERS

Full Name: %Owned: Cell Phone:

Owner Since: Title:

Secondary Address: City: State: Zip:

Social Security No.: Email Address:

Full Name: %Owned: Cell Phone:

Owner Since: Title:

Secondary Address: City: State: Zip:

Social Security No.: Email Address:

OWNERSHIP IN OTHER BUSINESSES

CURRENTLY PURCHASING FROM BREAKTHRU BEVERAGE CALIFORNIA (formerly Wine Warehouse) - PLEASE LIST THE NAME (LICENSEE/OFFICER/PARTNER), POSITION HELD AND THE NAME AND LOCATION OF THE BUSINESS

ACCOUNTING CONTACT

Accounts Payable Contact: Phone #:

Email Address:



SIGN UP FOR BREAKTHRU NOW - E-COMMERCE WEBSITE

Pay Invoices Online - Get Payment Reminders - Sign up for Auto Pay - Download Invoice Copies and Statements - View Product Catalog/Place orders.

# TERMS OF SALE

## REPRESENTATION OF SOLVENCY - RETURN CHECK POLICY & NOTICE OF CHANGES

The undersigned (Purchaser) agrees that all purchases made by Purchaser from Breakthru Beverage California (Seller) are subject to the following terms and conditions:

1. All amounts due for goods and services purchased from Seller are payable at the Seller's Accounting facility from which this contract is initiated. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full as stated therein.
2. All amounts due Seller are payable in 30 days, unless otherwise specified, from date of invoice of goods and services delivered. If any amount due Seller is not paid within 42 days, then the unpaid balance will be subject to 1% late charge mandated by Section 25509 of the California Business and Professions Code.
3. In the event of any action by and between the parties to enforce the terms and conditions of this agreement, or any and all rights by and among the parties, including payment of any obligation, the prevailing party therein shall be entitled to recover actual attorney's fees incurred, in addition to any other amounts, including, but not limited to, all court costs.
4. Purchaser shall notify Seller by certified mail of any change of ownership or any information provided on this application. Purchaser warrants to Seller that all financial information on the reverse side of this application is true, correct and complete in all material respects, and Purchaser authorizes Seller to contact for further information any and all trade, bank, credit reporting bureaus or any other reference as deemed necessary. In the event Purchaser fails to so notify in writing by certified mail Seller of any changes, Purchaser shall be liable for all credit extended prior to said written notification as though no changes in fact occurred, without prejudice to Purchaser's rights to proceed, additionally, against any successors.
5. The Purchaser agrees to neither order nor accept goods from Seller while Purchaser is insolvent within the meaning of Uniform Commercial Code section 1201 (23). Every order placed or delivery accepted while the Purchaser is insolvent shall constitute a written misrepresentation of solvency to the Seller within the meaning of Uniform Commercial Code section 2702(2).
6. Purchaser expressly agrees that Seller shall not be responsible for any nonconformity as to quantity, quality or price unless noted on the original delivery receipt at the time of delivery or unless the goods are rejected in writing within five (5) days of delivery, by certified mail, return receipt requested, to the Seller.
7. All returned checks will be assessed a \$35.00 returned items charge unless otherwise specified.
8. SIGNATURES: The purchaser expressly consent(s) to Breakthru Beverage California obtaining a consumer credit report for the purpose of evaluating the credit worthiness of the undersigned in connection with this application for business credit/and certify(ies) that all information contained here in is accurate and complete.

*\*\*signer must be listed on license (required)*

<b>Signed By</b>	<b>Print Name</b>	<b>Title</b>	<b>Date</b>
<b>Signed By</b>	<b>Print Name</b>	<b>Title</b>	<b>Date</b>
<b>Signed By</b>	<b>Print Name</b>	<b>Title</b>	<b>Date</b>

### DELIVERY INFORMATION: INFORMATION BELOW IS REQUIRED FOR ACCOUNT SET UP

<b>REQUESTED DELIVERY DAYS*</b>	<b>TUES</b> <input type="checkbox"/>	<b>WED</b> <input type="checkbox"/>	<b>THURS</b> <input type="checkbox"/>	<b>FRI</b> <input type="checkbox"/>
<b>ACCOUNT HOURS OF OPERATION</b>	<b>OPEN:</b>	<b>CLOSE:</b>		
<b>REQUESTED DELIVERY WINDOW**</b>	<b>OPEN:</b>	<b>CLOSE:</b>		
<b>DO NOT DELIVER BETWEEN THE HOURS OF:</b>				
<b>AREA DEMOGRAPHIC</b>	<input type="checkbox"/> <b>URBAN</b>	<input type="checkbox"/> <b>SUBURBAN</b>	<input type="checkbox"/> <b>RURAL</b>	
<b>ACCOUNT DELIVERY DEMOGRAPHIC</b>	<input type="checkbox"/> <b>1ST FL</b>	<input type="checkbox"/> <b>ELEVATOR</b>	<input type="checkbox"/> <b>STAIRS</b>	
<b>DISTANCE FROM TRUCK TO DELIVERY</b>	<input type="checkbox"/> <b>&lt;75FT</b>	<input type="checkbox"/> <b>75 TO 150FT</b>	<input type="checkbox"/> <b>150FT+</b>	
<b>ACCOUNT TYPE (IND RETAIL, CHAIN, BAR, REST, EVENT, ETC.)</b>				
<b>SPECIAL COMMENTS:</b>				

*\*Delivery days are not guaranteed as certain areas may have specific delivery days assigned to them.*

*\*\*Best efforts will be made to accommodate requested delivery window but cannot be guaranteed.*

*The parties agree that the electronic signature of a party to this agreement, whether digital or encrypted, or transmitted by facsimile or by electronic mail, shall be valid as an original signature of such party and shall be effective to bind such party to this agreement. Without limiting the generality of the foregoing, an "Electronic Signature" (as such term is defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("ESIGN Act")) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record and/or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.*

## CALIFORNIA RESALE CERTIFICATE

**I HEREBY CERTIFY:**

1. I hold valid seller's permit number **(required)**: \_\_\_\_\_

2. I am engaged in the business of selling the following type of tangible personal property (required):  
\_\_\_\_\_

3. This certificate is for the purchase from \_\_\_\_\_ **BREAKTHRU BEVERAGE CALIFORNIA** \_\_\_\_\_ of the item(s) I have listed  
in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale **(required)**:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. I have read and understand the following:

**For Your Information:** A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

\_\_\_\_\_  
NAME OF PURCHASER **(required)**

\_\_\_\_\_  
SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE **(required)**

\_\_\_\_\_  
PRINTED NAME OF PERSON SIGNING **(required)** TITLE **(required)**

\_\_\_\_\_  
ADDRESS OF PURCHASER **(required)**

\_\_\_\_\_  
TELEPHONE NUMBER **(required)** TITLE **(required)**

*The parties agree that the electronic signature of a party to this agreement, whether digital or encrypted, or transmitted by facsimile or by electronic mail, shall be valid as an original signature of such party and shall be effective to bind such party to this agreement. Without limiting the generality of the foregoing, an "Electronic Signature" (as such term is defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("ESIGN Act")) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record and/or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.*