



Welcome to WILDHORSE DISTRIBUTING

We are pleased to offer you the Super Premium Manitou cigarettes, Wildhorse, Shield, 1839, a large variety of other quality discount & specialty cigarettes, Pipe Tobacco, Domestic & Premium Cigars, Vape, OTP, Tobacco Accessories, CBD, Delta & Kratom (state approved), *The Dipper* Incense, premium Candles & Sprays, and many other quality products.

ORDER & SHIPPING PROCEDURE

All orders of \$1,200.00 or 30+ cartons are delivered to you FREE from freight charges. UPS has been selected as our primary shipping carrier. Product should arrive 1 to 4 business days (Depending on state & location) after your order has been processed. **Orders received after 11:00 a.m. CST will typically be processed the next business day.**

ORDERS DELIVERED BY WILDHORSE DISTRIBUTING

1. Immediately check for damages and compare goods to your Wildhorse Distributing invoice.
2. If no issues are found, sign one invoice and give the signed invoice to your Wildhorse Distributing delivery person. By signing the invoice, you are acknowledging that the order is accurate and in saleable condition.
3. If any differences or damages are found, our driver will document the issue and report it to the office for processing.

ORDERS SHIPPED VIA UPS OR LTL FREIGHT

1. Immediately check for damages and compare goods to your Wildhorse Distributing invoice.
2. Orders shipped via UPS are guaranteed to leave our facility in saleable condition. In the unlikely event a box via UPS is damaged upon delivery, you must:
 - a. Take pictures of the box
 - b. Save the shipping box
 - c. Contact Wildhorse Distributing on the day of delivery to inform us of the issue. Failure to contact our office may result in a denial of credit.
3. Orders delivered via LTL/ Freight carrier, you must:
 - a. Take pictures of damaged product upon receipt of goods
 - b. Note any issues on the BOL before signing and letting the driver leave
 - c. Contact Wildhorse Distributing on the day of delivery to inform us of the issue. Failure to contact our office may result in a denial of credit

RETURN POLICY

Wildhorse Distributing is committed to offering and selling quality products to our retail partners. We guarantee our products to the greatest extent possible. However, there are some products that are not guaranteed by the manufacturer. Therefore, we are not able to issue credit for those products. It is imperative that you check your orders upon receipt to check for accuracy and damages. Once an order has been accepted, we may be unable to issue credit.

Please rotate your stock regularly to ensure that products stay in date. Many manufacturers are no longer accepting returns and/or issuing credit of expired product. When opening cartons of cigarettes for your pack racks, please check the state tax stamps to make sure they are in good/readable condition. Failure to do so, may result in a confiscation of product by your state cigarette tax enforcement officers.

FRANCHISE WHOLESALE CO., LLC

DBA: WILDHORSE DISTRIBUTING



WILDHORSE
DISTRIBUTING

WILDHORSE DISTRIBUTING

A Division of Franchise Wholesale CO., LLC
713 N Frontier Dr. Papillion, NE 68046
East Region Phone: 888.293.2635 Fax: 888.293.2636
4114 N Pecos Rd Suite #105 Las Vegas, NV 89115
West Region Phone: 888.469.3300 Fax 888.469.4724
ATTN: AMY

Branch: _____

REP: _____

Account Information (Please Print Clearly)

Trade Name (DBA) _____			
(Legal Name) If other than trade name (i.e. Corporate Name) _____			
Shipping Address _____	City _____	State _____	Zip _____
Billing Address (if different) _____			
Phone Number _____		Fax Number _____	
Contact _____		Title _____	
Email Address _____			
Federal ID# _____		State Resale or Sales Tax # _____	
<input type="checkbox"/> Sole Owner	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation <input type="checkbox"/> Franchise of _____
New Owner? <input type="checkbox"/> Yes, Purchase Date _____		<input type="checkbox"/> No, Length of time in business _____	
<input type="checkbox"/> Convenient Store	<input type="checkbox"/> Grocery Store	<input type="checkbox"/> Tobacco Store	<input type="checkbox"/> Wholesaler <input type="checkbox"/> Jobber <input type="checkbox"/> Other _____

Accounts Receivable Information

Accounts Payable Contact _____	A/P Phone # _____
I would prefer to pay:	
<input type="checkbox"/> ACH 1 day after delivery (Please complete ACH Agreement along with credit Application)	
<input type="checkbox"/> COD () CASH () Company check (Local delivery customers only. Not available for UPS shipping customers)	
\$35.00 fee charged for all returned payments	

Bank Reference

Bank Name _____	Bank Address _____
Phone Number _____	Account _____
Contact Name _____	

Trade References

Name	Address
1. _____	_____
Account # _____	Phone Number _____
2. _____	_____
Account # _____	Phone Number _____
3. _____	_____
Account # _____	Phone Number _____

GOODS SOLD BY FRANCHISE WHOLESALE CO., L.L.C TO CUSTOMER ARE NOT SUBJECT TO ANY WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, except such warranties as are specifically stated herein, or on invoices or any other correspondence signed by an authorized representative of FRACHISE WHOLESALE CO., L.L.C.

Purchase Agreement:

Customer warrants the above information to be true and accurate. The customer hereby agrees that all purchases made from Franchise Wholesale Co., L.L.C. are subject to the following terms and conditions:

1. All amounts due for goods purchased from seller are payable at the Seller's distribution facility from which the goods are delivered. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full as stated herein.
2. As security for any amounts due Franchise Wholesale Co., L.L.C. the "customer" hereby grants to Franchise Wholesale Co., L.L.C. a security interest in all equipment, supplies, inventory or other goods purchased from Franchise Wholesale Co., L.L.C. and the proceeds thereof and agrees to execute such other documents necessary to perfect Franchise Wholesale Co., L.L.C. security interest.
3. Franchise Wholesale Co., L.L.C. may, regardless of the terms stated on the invoices, require all outstanding amounts to be paid in full on demand in the event that sales to the customer are discontinued for any reason.
4. The customer understands and agrees; Franchise Wholesale Co., L.L.C. may cancel extensions of credit, and/or discontinue deliveries at any time.
5. All amounts due seller are payable in accordance with the payment terms stated on each invoice from which the goods and services are delivered. If any amount due seller is not paid in accordance with such payment terms, a delinquency charge shall be added to the sum due, which charge shall equal the amount obtained by multiplying the delinquent balance by the lesser of (a) one and one half percent (1 1/2%) per month (b) the maximum lawful rate permitted to be charged under the applicable state's law.
6. Purchaser shall pay seller a service charge in an amount equal to the greater of \$10.00 or 5% of the check amount for all checks returned by Purchaser's bank; provided, however that such service charge shall not be due and payable in the event such payment would result in the violation of the usury laws of the applicable jurisdiction.
7. In the event the account is turned over to an attorney or other agency for collection, or suit is brought on same, or the same is collected through any judicial proceeding whatsoever, Purchaser shall pay all reasonable attorneys fees and court costs incurred by Seller.
8. The customer authorizes Franchise Wholesale Co., L.L.C. to inquire into and obtain from any bank, lending institution or credit reference, whether listed on the credit application or not, any and all information relating to the customer's credit worthiness or financial condition.
9. The customer agrees that all sales are final. Any returned merchandise, which Franchise Wholesale Co., L.L.C. elects to accept, may be subject to a restocking charge.
10. The customer agrees to notify Franchise Wholesale Co., L.L.C. in writing thirty (30) days prior to any change of ownership of the customer, or of the customer's business, (including the above information for the buyer), and further agrees to be liable for all purchases by any buyer of the business should said notification not be given. Franchise Wholesale Co., L.L.C. may, regardless of the terms stated on the invoices, require all outstanding amounts be paid in full on demand, upon change in ownership and may refuse to make any further deliveries pending approval of the buyer's credit, which approval shall be in Franchise Wholesale Co., L.L.C. sole discretion.
11. **Right to Jurisdiction:** Franchise Wholesale Co., L.L.C. and purchaser jointly and severally hereby consent to the jurisdiction of any state or federal court located within the County of Sarpy, State of Nebraska, and irrevocably agree that all actions or proceedings relating to this agreement or any other agreement contemplated hereunder shall be litigated in such courts and Franchise Wholesale Co., L.L.C. and purchaser jointly and severally waive any objection which they may have based upon proper venue or forum non convenes to the conduct of any proceedings in any such court and waive personal service of any and all process upon them and consent that all such service of process be made by overnight express delivery directed to them at their respective address set forth in this agreement and that service so made shall be deemed to be completed upon the earlier of the actual receipt or three days after the same shall have been posted to the parties respective addresses.

Note: A signed resale Certificate (or photocopy), and a photocopy of state tobacco tax license (if applicable), must accompany this application to validate your retail, or wholesale status.

X _____
Officer, Owner or Partner Signature

Please Print Name of Officer, Owner or Partner

Title

Date

Personal Guaranty:

I, _____ residing at _____
 for and in consideration of Franchise Wholesale Co.,L.L.C., extending credit at my request
 to _____ (hereinafter referred to as the "Customer" of which I am
 (Title) _____ hereby personally guarantee, as a primary obligor and not merely as a surety,
 payment of all obligations of the customer (including all interest, attorneys' fees and charges) to Franchise Wholesale Co.,
 L.L.C., and do hereby agree to bind myself to pay Franchise Wholesale Co.,L.L.C. on demand any sums which may
 become due it by the customer, whether or not demand has been made on the customer. It is understood that this
 guarantee shall be continuing and irrevocable for such indebtedness of the customer to Franchise Wholesale Co.,L.L.C., as
 presently exists or may hereafter accrue. I do hereby waive all notices and demands of any kind, including notice of default
 or nonpayment or deferral of payment and consent to any modification or renewal of the above credit agreement or any
 release or modification of security thereunder. Additionally, the undersigned guarantor agrees to pay, in the event the
 account becomes delinquent Franchise Wholesale Co.,L.L.C. attorneys' fees associated with collection of the account plus
 all attendant collection costs whether litigation is initiated or not. I also agree that the venue of any action against me would
 at the option of Franchise Wholesale Co., L.L.C. be either in the courts of the state and county in which Franchise
 Wholesale Co., L.L.C., supplying the customer is located or where the customers business is located.

X _____
SIGNATURE

PLEASE PRINT / TYPE NAME

SOCIAL SECURITY NUMBER: _____ - _____ - _____



**ELECTRONIC PAYMENTS AGREEMENT
CORPORATE TRADE PAYMENTS
(DEBIT TRANSFER AGREEMENT)**

This **ELECTRONIC PAYMENTS AGREEMENT**, dated as of _____, 20____, by and between **FRANCHISE WHOLESALE COMPANY, L.L.C. (D/B/A WILDHORSE DISTRIBUTING)** ("Originator") and _____ ("Receiver") (collectively, the "Parties").
(Customer Name)

RECITALS

- A. Originator and Receiver are or may become parties to one or more Business Agreements pursuant to which Receiver shall be obligated to make payments to Originator.
- B. Originator and Receiver desire to establish terms and conditions upon which Receiver shall make such payments in electronic form.
- C. Originator and Receiver desire to have Originator initiate Debit Entries (defined herein) to Receiver's account specified below (the "Account") in payment of obligations owed by Receiver to Originator pursuant to the terms of Business Agreement(s) and Originator is willing to initiate such Debit Entries according to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
 - (a) **Business Agreement(s)** shall mean all contractual relationships between the Parties giving rise to an obligation of Receiver to pay Originator resulting from the sale of cigarettes and/or related products (the "Products") by Originator to Receiver.
 - (b) **Debit Entry** shall mean a transfer of funds from Receiver's Bank that results in a credit to the Originator funded by a debit to Receiver's Account in accordance with the terms set forth in Section 3(b) of the Agreement.
 - (c) **Payment Obligation** shall mean any obligation of Receiver to pay money to Originator arising under the Business Agreement(s).
 - (d) **Receiver's Account** shall mean the deposit account identified below at Receiver's Bank that is to be debited by Originator pursuant to the terms of this Agreement.

Bank Name: _____

Address: _____

City: _____ ST: _____ Zip: _____

Telephone: (_____) _____

Administrative Contact: _____

Transit Number: _____

Account Number: _____

Special Instruction:

(e) **Receiver's Bank** shall mean the bank referred to in Section (d) for receiving Debit Entries initiated by Originator pursuant to the terms of this Agreement.

(f) **Rules** shall mean the Operating Rules of the National Automated Clearing House Association as in effect from time to time.

2. **Authorization.** Subject to the terms set forth below, Receiver authorizes Originator to satisfy Receiver's Payment Obligations by initiating Debit Entry in accordance with the terms set forth in Section 3(b) of this Agreement.

3. **Payment Procedure.**



- (a) **Financial Institutions.** Receiver shall instruct Receiver's Bank to process Debit Entries hereunder using the Automated Clearing House funds-transfer system ("ACH") and in accordance with this Agreement and the Rules. No Debit Entry shall be initiated under this Agreement except in conformity with this Agreement.
- (b) **Operation.** Within twenty-four (24) hours after Receiver has placed an order with Originator, Originator shall provide Receiver by facsimile a written invoice which includes a description of the transaction which gave rise to the Payment Obligation, the date of such transaction, and the amount due by Receiver as a result of such transaction (the "Invoice"). Not less than three (3) days after Originator has provided Receiver with the Invoice and the invoiced product has been received by Receiver, Originator shall initiate a Debit Entry in the amount indicated on the Invoice. If the Debit Entry origination date falls on a Saturday, Sunday, or Bank holiday, the Debit Entry shall be completed on the next business day after the Saturday, Sunday or Bank holiday. Receiver's Account shall contain funds sufficient to satisfy the debit order.
4. **Compliance with Rules.** Originator and Receiver shall comply with and be bound by the Rules as in effect from time to time.
5. **Timing of Payments.** Receiver shall not be in breach of this Agreement or the applicable Business Agreement, or suffer any loss of discount or other penalty, with respect to a funds transfer that was initiated properly and timely by Originator to the extent that its completion is delayed because of a failure or delay by the ACH, the operation of a funds-transfer rule which could not be anticipated by the Receiver, or a failure by the Originator's bank. However, any such failure or delay does not extinguish the Receiver's obligation to pay the Originator as soon as practicable after the failure or delay is discovered.
6. **Acceptance and Return of Entries.** Nothing contained herein shall be deemed to require Receiver's Bank to accept any Debit Entry initiated under this Agreement that is in violation of the Rules. Receiver shall not be deemed to have accepted any Debit Entry that is returned in accordance with the Rules.
7. **Discharge of Payment Obligations.**
- (a) **Discharge: Credit to Receiver.** Upon acceptance by Receiver's Bank of a debit order sent to it by the Originator's bank, the corresponding Payment Obligation of the Receiver shall be discharged to the same extent as if such payment had been received in cash and any interest or other charges payable with respect to the Payment Obligation shall cease. Originator shall credit Receiver for the amount of such payment as of the date the funds transfer was completed.
- (b) **Partial Payments.** The completion of any funds transfer hereunder for less than the full amount of the Invoice shall not constitute satisfaction of any portion of the corresponding Payment Obligation greater than the amount paid.
- (c) **Effect of Payment on Other Rights.** Notwithstanding the terms of section 7(a) of this Agreement, the completion of a funds transfer shall not constitute a waiver of any contract right under the corresponding Business Agreement.
8. **Insufficient Funds.** Any return of a Debit Entry by Receiver's Bank due to insufficient funds is subject to penalties, late fees and interest as set forth in the Business Agreement.
9. **Security Procedures.** Each Party shall employ reasonable security procedures to ensure that Debit Entries and other information specified in this Agreement that is electronically created, communicated, processed, stored, retained, or retrieved are authentic, accurate, reliable and complete.
10. **Liability.**
- (a) **Breach of Business Agreement(s).** Except as otherwise specifically provided herein, this Agreement neither enlarges nor diminishes the respective rights and obligations of the Parties under any Business Agreement, and the liability of a Party for breach of Business Agreement shall be determined by the provisions of that Business Agreement and applicable law.
- (b) **Conduct of Third Parties.** Neither Party shall be liable to the other for the acts or omissions of any fund-transfer system operator, or for the acts or omissions of any banks or other third parties.
- (c) **Originator's Failure to Originate.** Receiver shall not be deemed to be in default on any Payment obligation or suffer any loss of discount or other penalty by reason of failure of Originator to initiate any Debit Entry, or by reason of any delay in receipt by Receiver's Bank or the non-receipt by Receiver's Bank of any Debit Entry initiated by Originator.



(d) **Costs.** Each party shall bear the respective fees and other charges assessed by such party's designated bank and/or third party service providers which occur as a result of making and receiving payments in electronic form.

(e) **Attorney's Fees.** In the event of any legal proceeding which may arise under this Agreement, all attorney's fees of both the Originator and the Receiver shall be the sole responsibility of the losing party.

11. **Changes, Suspension and Termination.**

(a) **Change of Designations.** Either Party may change its designation of any account or bank by giving written notice to the other Party.

(b) **Suspension of Operations.** Either Party may suspend operation under this Agreement:

(i) upon notice to the other Party, in the event that the notifying Party has a good faith belief that the information of either Party may be materially threatened or compromised; or

(ii) if the performance of a Party under this Agreement is delayed or prevented by an act of God, natural disaster, computer or communications failure or other cause beyond the affected party's reasonable control.

Suspension of operations under this Agreement shall not relieve Receiver of its Payment Obligation to the Originator or extend the time for paying Originator under the applicable Business Agreement. The Party that invokes suspension shall promptly notify the other Party when the reason for having invoked suspension no longer exists, at which time operation under this Agreement shall resume.

(c) **Termination of Agreement.** This Agreement shall automatically terminate upon the termination of any and all Business Agreements between the Parties or Originator may terminate this Agreement at any time upon thirty (3) days written notice to the other Party. Notwithstanding such termination, this Agreement shall remain in effect as to all funds transfers that have been initiated by the Originator and not cancelled prior to termination of this Agreement.

12. **Status of Receiver.** Receiver represents to Originator that Receiver's Account is, and during the term of this Agreement will be, maintained primarily for business and not for personal, family or household purposes.

13. **Questions and Errors.** In the event of any questions or errors relating to Debit Entries initiated pursuant to this Agreement, Receiver should contact FRANCHISE WHOLESALE COMPANY (d/b/a WILDHORSE DISTRIBUTING) and Originator should contact: _____.

14. **Notices.** Any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered mail, postage prepaid, and if to Originator, addressed to:

Franchise Wholesale, LLC
713 N. Frontier Rd
Papillion, NE 68046

and, if Receiver, addressed to:

unless another address is substituted by notice delivered or sent as provided herein. Any such notice shall be deemed given when received.

15. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

16. **Assignment.** This agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. However, neither Party may assign any of its rights or delegate any of



WILDHORSE
DISTRIBUTING

its obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

17. **Conflicts: Rules.** In the event of any inconsistency between this Agreement and another agreement between the Parties addressing the subject matter of this Agreement, this Agreement shall control.

18. **Entire Agreement.** This Agreement and the Exhibits attached hereto constitute the entire agreement of the Parties relating to the matter specified in this Agreement and supersede all prior communications and agreements with respect to such matters and shall be binding upon the parties hereto, and their respective successors and assigns. This Agreement may be amended only by writing signed by both parties.

19. **Headings.** Headings are used for reference purposes only, and shall be deemed a part of this Agreement.

20. **Law Governing.** This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Franchise Wholesale Company, LLC

By: _____

Title: _____

“RECEIVER”

By: _____

Title: _____