



P.O. Box 2426  
 Irwindale, CA 91706  
 P (818)241-9977 · Fax (818)241-3046

Sales Rep	
Customer No.	

**Customer Information:**

Customer Name: \_\_\_\_\_ dba: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_ E-mail: \_\_\_\_\_

Type of Business:  Sole Proprietor  Partnership  Corporation Fed Tax ID: \_\_\_\_\_ Years in Business:

Resale Number: \_\_\_\_\_ Tobacco License: \_\_\_\_\_  
 (Please include leading alpha characters ie: SR AP) (Photocopy of valid license is required)

**Owner Information**

Owner/Partner Name: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Home Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone: \_\_\_\_\_

Owner/Partner Name: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Home Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone: \_\_\_\_\_

**Bank Information:**

Bank Name: \_\_\_\_\_ Acct No: \_\_\_\_\_ Date Opened: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Fax No. \_\_\_\_\_

**Tax Statement-** The undersigned certifies that all purchases to be made from KENNEDY WHOLESALEREPCO-WEST are exclusively for re-sale and therefore no sales taxes are to be charged. The undersigned further certifies that In the event that such purchases are not for the purpose of re-sale, or the undersigned fails to re-sell them in accordance with the definition thereof under applicable State Law, that they assume the responsibility for and will pay all applicable sales or use taxes.

**Late Charges and collection fees.** The undersigned understands and agrees that in the event any account owed by them should become overdue that KENNEDY WHOLESALEREPCO-WEST will charge a late fee equal to 1 & 1/2 percent per month on the unpaid balance and further agrees that in the event collection proceedings should become necessary, they will pay reasonable attorney fees, court cost and other reasonable expenses incurred In any effort to collect any overdue or delinquent amount.

**Returned Checks.** All checks returned unpaid by Bank for any reason are subject to a \$25 (twenty five) Dollar service charge.

**Credit Inquiry Authorization.** The undersigned authorizes KENNEDY WHOLESALEREPCO-WEST to make such Inquiries as are necessary to obtain credit information and authorizes the undersigned's Bank, suppliers and credit references to release information regarding its account(s). A copy/facsimile of this an acceptable form of authorization to release credit information. And further consents to KENNEDY WHOLESALEREPCO-WEST's use of non-business consumer credit reports in order to evaluate creditworthiness in connection with the extension of business credit as contemplated by this application consistent with the Federal Fair Credit Reporting Act.

I/We certify that everything on this application is true and correct to the best of my/our knowledge.

\_\_\_\_\_  
 Signed Print Name Date

\_\_\_\_\_  
 Signed Print Name Date

Faxed copies will be accepted to start processing. Please **mail original signed documents** to us simultaneously. Your account will be placed on credit hold if we do not receive original documents within two weeks from your account set up.

The following Guarantee is given in connection with:

Account Name: \_\_\_\_\_

## GUARANTEE OF PAYMENT

I (WE) the undersigned, jointly and severally, and as members of their marital communities, in order to induce KENNEDY WHOLESALE/TREPCO WEST, a California corporation, its successors and assigns, and in consideration for their acceptance to sell to and/or to continue to sell to the above named account merchandise as the said account may from time to time order;

**DO HEREBY PERSONALLY GUARANTEE PAYMENT IN FULL** of all invoices for items so ordered with KENNEDY WHOLESALE/TREPCO-WEST, and I (WE) shall pay any and all amounts within **15** days after receiving notice of delinquent account. I (WE) further agree to pay any late charges that may apply which shall be accrued at the rate of 1 1/2% per month (18% per annum), and to pay reasonable attorney fees, court costs, and other reasonable expenses incurred in any effort to collect said amount. This shall be a continuing, and binding guarantee and may be revoked only by 30 days written notice by each guarantor as to his/her responsibility, which shall not release any other guarantor. Such notice shall not release the guarantor from responsibility for any invoices sold to said account before the **30th day** after receiving written notice from a guarantor revoking his guarantee.

\_\_\_\_\_  
Guarantor Signature Date

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
Guarantor Signature Date

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Faxed copies will be accepted to start processing. Please **mail original signed documents** to us simultaneously. Your account will be placed on credit hold if we do not receive original documents within two weeks from your account set up.

## Kennedy Wholesale, A Division of Trecco Imports & Distribution Company Policies

Kennedy Wholesale's goal is to give our customers superior service and achieve the highest level of customer satisfaction. In order to accomplish this, we have found it necessary to formalize previously unwritten but generally understood internal operating procedures.

### Orders and Fees

Orders are to be placed 48 hours before delivery day via the sales rep, or phoned/faxed in to the office.

**Minimum Order is \$400.00 exclusive of cigarettes:** Below this amount, an additional \$5.95 fee will be automatically added to the invoice by the system. The delivery fee will be adjusted from time to time as cost conditions change.

**Minimum Order for cigarettes only order: \$1,000**

**No order below \$250.00 exclusive of cigarettes will be shipped on our truck.** Orders below this amount can be added on to by the account to meet minimum or at our discretion shipped via UPS or cancelled.

Orders are charged a shipping and handling fee (formerly known as energy surcharge fee). The \$8.95 shipping and handling fee was created to offset various costs such as transportation, facilities and utilities as well as invoice processing and will be adjusted from time to time as market conditions change.

### Discrepancies

All discrepancies and shortages must be reported within 24 hours of receipt of merchandise to our office 1 (877) 292-2639. Please DO NOT call shortages or discrepancies to your sales representative. Shortages will be honored after an investigation by our office. NO SHORTAGES/DAMAGES WILL BE CREDITED IF NOT REPORTED WITHIN 24 HOURS. We cannot issue credit on discrepancies of totes, bundles, or cigarette counts after the driver has left. The driver verifies the amounts with you. If there is a discrepancy, it must be noted at the time of delivery.

### Returns

As a general rule our company guarantees all products that we sell as follows:

1. That the product is fresh at time of delivery.
2. That the product is free of physical damage.
3. That the products ordered by the account are correct at the time of delivery.

If any product sold by us is not in a satisfactory condition at the time of delivery, we will take it back for full credit. However, we cannot take back or credit merchandise that has been price marked, opened or damaged product that is not the fault of Kennedy Wholesale. All returns must be in resalable condition. Retailer is responsible for rotating products in the store. We cannot accept for credit any product that has become outdated or damaged due to their failure to do so.

We **do not** accept returns on **spoiled or expired** product. We pick up returns when we deliver the next order. All returns must be requested to the customer service department at (877)292-2639 in order for items to be picked up. The driver must have the proper paperwork authorizing the pickup of the specific items and quantities requested.

### Credits

Credit for returns will not be issued until products are physically returned to our warehouse. We routinely issue credits within two weeks after the items are picked up or from the time shortages are reported. We will not issue credit for items that are not in your invoice history. If you have not received a credit within three weeks please call our customer service department. Please do not short pay or deduct off the invoice. We will send you a credit with the amount to deduct.

### Cigarettes

- CIGARETTE COUNT MUST BE VERIFIED AT TIME OF DELIVERY.
- NO SHORTAGES WILL BE PROCESSED AFTER DELIVERY.
- NO EXCEPTIONS.

When we deliver cigarettes, our driver will verify the cigarette count with store personnel then have the manifest initialed next to the number of cartons or kits

received. If there is a discrepancy, the driver must call the office immediately. The driver then notates on driver manifest the correct amount of cartons or kits received. **Due to manufacturer policies we are unable to accept returns on Philip Morris and R.J. Reynolds products.** The retailer can however, return cigarettes we shipped in error. We cannot accept returns on expired cigarettes. Returned cartons must be in perfect condition. We reserve the right to inspect and/or refuse any product. We are also bound by and will enforce restriction of the cigarette manufacturers on returns in order to discourage counterfeit cigarettes or abuse of manufacturer buy down programs. This includes exchange of product. Cigarette or tobacco products, which have water or fire (smoke) damage, will not be accepted. Also cigarette or tobacco products damaged as a result of vandalism at store level will not be accepted. This policy is a reflection of manufacturer credit policies and we reserve the right to change it in the event our suppliers change or modify their policies or programs.

### Totes

Due to industry operating standards, we deliver less than case quantities in plastic totes. The totes need to be returned the following week. Please have them ready for pick up by our driver. Totes are to be returned in the same condition as received. We will bill your account for totes you receive on each order at \$8.50 per tote. Driver will leave a copy of a tote credit memo for the totes picked up. A credit invoice will be and mailed within a week. We offer a tote insert program at an extra charge to facilitate customers with no secure storage.

### Deliveries

In order to provide better service to all our customers, we need customer cooperation in respecting the time allocated for each delivery by quickly receiving merchandise, so our drivers may promptly get to their other destinations.

### Re-stocking Fee

We reserve the right to charge a restocking fee.

### Product Recalls

We will take back any products "recalled" by the manufacturers that have been purchased from us. We will only honor credit in compliance with the manufacturers "recall" terms. We will only accept products within the time limit set by the manufacturer, for return.

### Price Changes

All prices are subject to change WITHOUT NOTICE. Due to the frequency of manufacturers price changes we recommend that our customers use their invoice to determine the cost of an item. All prices are subject to change until invoiced and delivered. We reserve the right to charge back for any billing errors.

### Payments

We deliver all merchandise with a duplicate copy invoice. We do not send statements unless you request to receive a monthly statement. Payment is expected by the due date. Terms are specified on each invoice. Terms are x number of days from your invoice date. All past due accounts are automatically put on credit hold until payment is received. Please mail all payments to PO Box 2426, Irwindale, CA 91706.

### New Customers

Must fill out our entire credit application completely and mail within 2 weeks of initial set up, otherwise account may be placed on credit hold until original documents are received.

Only executive management can authorize exceptions to this policy.

**I have read and understand Kennedy Wholesale Company Policies.**

Signature \_\_\_\_\_  
Print \_\_\_\_\_

**Kennedy Copy**

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**Customer Copy**



P.O. Box 2426  
16014 Adelante St. Unit E  
Irwindale, CA 91706  
Ph. (818) 241-9977 · Fax (818) 241-3046  
[www.kennedywholesale.com](http://www.kennedywholesale.com)

**Bill to Name & Address:**

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**Accounts Payable Contact:**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Ship to Name & Address:**

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Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

**Person Who Places Order:**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Faxed copies will be accepted to start processing. Please **mail originals** to us simultaneously. Accounts **without original** forms will revert to **credit hold** status (2 weeks).