



**Zander-Greg**  
**Distributor of Fine Tobacco Products**  
**Since 1995**

## **ACCOUNT APPLICATION**

**Effective January 1<sup>st</sup> 2017**

**ZANDER-GREG, Inc. Corporate Office: 2830 E Foothill Blvd., Pasadena, CA 91107**  
**Phone: (626) 791-2794 Toll Free: (888) 662-5111 Fax: (626) 791-2763 Email: [info@zandergreg.com](mailto:info@zandergreg.com)**

## ACCOUNT APPLICATION – TERMS ACCOUNT

1. Legal Business Name:		2. Primary Contact Person:	
3. Billing Address:		4. Shipping Address (if different):	
City/State/Zip:		City/State/Zip:	
5. Phone:	6. Fax:	7. e-Mail:	
8. Type of Ownership: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation			9. Years in Business:
10. State of Incorporation:		11. Federal Tax I.D. #:	
12 a. Tobacco Retail License #:		12 b. Expiration Date:	
13. Name(s) of President, Partners, Owner:			
<b>14. Resale Certificate:</b> I hereby certify that: <ul style="list-style-type: none"> <li>• I hold valid seller's permit no. _____ issued by the State of _____ pursuant to the Sales and Use Tax Law.</li> <li>• I am engaged in the business of selling _____</li> <li>• All Tobacco products which I shall purchase from Zander-Greg, Inc. will be resold by me in the form of tangible personal property: provided, however, that in the event any of such property is used for any purpose other than for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property or other authorized amount.</li> <li>• I acknowledge that misuse of the resale privilege claimed by us of this certificate subjects the purchaser to a penalty, in addition to the tax, interest and any other fines imposed by law.</li> </ul>			

### Preferred Payment Method *(Please check one)*

15. Credit Card Payment <input type="checkbox"/>	Electronic Fund Transfer / EFT <input type="checkbox"/>	C.O.D. Cashier's Check / Money Order (\$14 per box) <input type="checkbox"/>
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### Vendor References *(Required Information)*

16. Name:		Account #:	
Address:		City/State/Zip:	
Contact Person:	Phone:	Fax:	

17. Name:		Account #:	
Address:		City/State/Zip:	
Contact Person:	Phone:	Fax:	

### Bank References *(Required Information)*

18. Name:		Account #:	
Address:		City/State/Zip:	
Contact Person:		Branch Location:	

**PLEASE ATTACH A CLEAR COPY OF YOUR RESALE LICENSE AND TOBACCO LICENSE**

Applicant's Signature / Initials: X \_\_\_\_\_

## **TERMS AND CONDITIONS**

### **TERMS:**

- a. All prices Exclude State Excise Taxes.
- b. California Excise Tax: Add **\$8.70**/carton of 200 cigarettes and small cigars, **\$4.35**/cube of 100 cigarettes and small cigars, **\$7.18**/cube of 50 small cigars, and **1.273%** on all other tobacco products.
- c. All other States except California: The customer is responsible for adding all applicable State and Local taxes on the prices with the exception of states where Zander-Greg possesses licenses. Zander-Greg, Inc. will only ship stamped cigarettes.
- d. All prices subject to change without prior notification.
- e. Zander-Greg, Inc. gladly accepts the following forms of payment: (I) Automated Clearing House (ACH) or Electronic Funds Transfer (EFT), (II) Cash, (III), Cashier's check, (IV) Credit Card (American Express, Discover, MasterCard, Visa) (V) Money order, (VI) Net terms (maximum of 15 days based on credit approval) All TERM Accounts are on EFT.
- f. Net terms are subject to credit approval. Customers should completely fill out the credit application and submit to Zander-Greg, Inc. for credit consideration.
- g. Net terms accounts: A 1.5% monthly interest (corresponding to an annual of 18% interest rate) will be assessed on all past due invoices over forty five (45) days until paid in full.
- h. Zander-Greg, Inc. shall be excused and shall not be held liable for any delay caused in whole or in part by any occurrence beyond the reasonable control of Zander-Greg, Inc. Such occurrences include, without limitations, war, civil disobedience, delay in shipping, failure of suppliers to deliver goods, governmental actions, labor disputes, accidents, fire, explosion, flood, severe weather conditions or other acts of God, or lost shipments.
- i. Customers shall be responsible for all and any costs, damages and expenses including, but not limited to, actual attorney's fees and costs whether litigation has been initiated or not, incurred by Zander-Greg, Inc. and its representatives as a result of the customer's failure to comply with the terms and conditions of this agreement. Jurisdiction and venue of any legal action are hereby fixed in Los Angeles County, State of California.
- j. All invoices will be promptly paid when due in accordance with the terms of the invoice. Failure to pay within the terms may result, at Zander-Greg, Inc. discretion, in requiring payment in advance or by ACH/EFT.
- k. No orders can be shipped on an account with a past due balance over thirty (30) days.
- l. Any past due account over forty-five (45) days will be closed and turned over to collections.
- m. A \$50 additional charge will apply on the first non-sufficient check or ACH/EFT. An additional \$75 charge will apply on each of the non-sufficient check or ACH/EFT thereafter.
- n. All orders for new accounts will be shipped Prepaid Credit Card or ACH/EFT 4 days in advance.
- o. Zander-Greg, Inc. should not be liable in any way of any product that is not listed on its original invoice.

### **ORDERS:**

- p. Orders can be placed by either calling us at (626) 791-2794 or (888) 662-5111 Monday-Friday 8:00AM-5:00PM PST, faxing at (626) 791-2763, or online at [www.ZanderGreg.com](http://www.ZanderGreg.com).
- q. After hours orders may be faxed or placed online at [www.ZanderGreg.com](http://www.ZanderGreg.com) and will be processed on a FIFO basis the following day.
- r. Orders placed by 12:00 PM will ship on that day. Any order after the cut-off time will ship the next day.
- s. Special orders for non-stocked products are gladly accepted and will be fulfilled based on manufacturer's delivery schedule. Customers will be informed at the time of the order the estimated time of delivery.

### **RETURNS:**

- t. Any product may not be returned without prior authorization from Zander-Greg, Inc.
- u. Customers are responsible for all applicable freight charges on any non-approved returned products or refused shipments.
- v. A credit will be issued for all returned products and can be applied to exchange or to any future purchases. Please notify Zander-Greg, Inc. on how to apply the credit prior to returning products.
- w. Defective or damaged (in shipping) product should be reported within two (2) days of receipt in order to qualify for return.
- x. Product returned after fifteen (15) days will be subject to a 20% restocking fee.
- y. No returns on Premium Cigar products.
- z. Only full cartons/complete units will be accepted for returns.

Applicant's Signature / Initials: X \_\_\_\_\_

**FREIGHT:**

- aa. There will be NO refunds after three (3) months.
- bb. Freight on authorized returns will be paid by Zander-Greg, Inc.
- cc. All orders are shipped UPS ground. Customers will be provided with shipment tracking numbers as soon they are available.
- dd. Zander-Greg, Inc. is not liable for any lost shipment. Customers must file a claim with the freight carrier.
- ee. A **\$200** minimum order must be placed to qualify for shipment.
- ff. Qualified orders of **\$1,000** or more will be shipped free ground freight.
- gg. A **\$7.95** fuel surcharge will be added to all orders that qualify for free shipping.
- hh. All customers who are overseas will not qualify for the free ground freight. Overseas customers will be shipped second day air and shall pay all freight charges (including Hawaii, Alaska and Puerto Rico). Overseas orders of **\$1,000** or more will receive a 1% freight discount.
- ii. Orders under **\$1,000** do not qualify for free freight. Customers shall pay all freight charges with the exception of a purchase of 2 boxes of large cigars 20 count or more.
- jj. Next day, 2nd day, 3rd day ground or any other special freight shipments are shipped at the customer's expense.
- kk. All shipments undergo a QA/QC process to ensure complete order fulfillment and package/box integrity.

**WARRANTY:**

- ll. All products sold by Zander-Greg, Inc. shall carry NO warranty whatsoever other than the manufacturer's applicable warranty. There are NO warranties, expressed or implied, including any regarding merchantability or fitness for a particular purpose given herein by Zander-Greg, Inc.
- mm. Risk of Loss or Damage: All risk of loss or damage on all products shipped to customers shall be borne by customers upon signed receipt by either the customers or the freight carriers. Signed receipt shall constitute signature by any officer, employee, or agent of the customers or carriers. Customers agree to notify Zander-Greg, Inc. in writing to any restrictions or limitations on who may sign for products received.

The information in this credit application is submitted for the purpose of verifying and answering questions as they relate to the credit experience of the Applicant. Zander-Greg, Inc. is relying on the accuracy of all information provided and in the event of any inaccuracy; the credit made available by Zander-Greg, Inc. shall be deemed to have been procured by fraud. The Applicant also specifically authorizes Zander-Greg, Inc. to answer questions about its credit experience with the Applicant. I certify that the information provided in this credit application is true and correct. Zander-Greg, Inc. is hereby authorized to contact any local credit bureau and also any credit reference and/or other reference listed on this application that Zander-Greg, Inc. deems reasonable or necessary. I understand that you will retain this credit application whether or not it is approved.

The Applicant may not assign, delegate or otherwise transfer the account established pursuant to this application, nor shall the relationship between Zander-Greg, Inc. and the Applicant be assignable or delegatable by the Applicant without the written consent of Zander-Greg, Inc.

Any cash discount is forfeited if invoices are not paid by the due date. A continuing service charge of 1.5% will be assessed monthly on all balances past due. The undersigned agrees to pay reasonable attorney fees and expenses incurred by Zander-Greg, Inc. in enforcing its rights of collection, before the beginning of court action or arbitration, at trial or arbitration at any appeals there from and for any collection efforts thereafter.

19. Applicant's Signature:	Date:
Print Name:	Title:
Business Name & Location:	



**GUARANTEE OF PAYMENT**

I/We, the undersigned (the “Guarantor”), hereby guarantee (jointly and severally, if more than one) the prompt payment to you (Zander-Greg, Inc.) of all amounts now due and owing or which may hereafter become due and owing to you from the above Applicant. This Guarantee is submitted as per Zander-Greg, Inc.’s standards of creditworthiness and this Guarantee is being relied upon by Zander-Greg, Inc. in Zander-Greg, Inc. agreeing to extend credit to the Applicant. Liability of the undersigned shall not be affected or prejudiced by the additional acceptance of a note or evidence of indebtedness, the extension of time, payment arrangement or other indulgence granted to the Applicant, or by any agreement affecting said indebtedness and the undersigned hereby waives notice of all of the aforesaid. THIS IS A GUARANTEE OF PAYMENT. Therefore, the filing of suit or exhaustion of collection or legal remedies against said Applicant shall not be a condition precedent to the enforcement of this guarantee and the undersigned hereby expressly waive(s) demand, presentment for payment, protest, notice of protest of diligence. This Guarantee shall continue until you have received a written notice of termination executed by the undersigned. Should the undersigned elect to terminate this Guarantee, such termination shall not affect the liability of the undersigned as to accounts and amounts then owing from said Applicant and demand then be made by Zander-Greg, Inc. irrespective of default by the Applicant, upon the Guarantor for payment in full of such amounts.

20. GUARANTOR’S SIGNATURE		Date
Print Full Name	Home Phone	
Home Address	City	State, Zip Code
Driver License No.	Social Security No.	




Applicant’s Signature / Initials: X \_\_\_\_\_



**CREDIT CARD AUTHORIZATION AGREEMENT FORM**

The undersigned "Customer" hereby authorizes Zander-Greg, Inc. to initiate credit card charges to the customer's account indicated below. This agreement may be terminated by either party upon receipt of written notification.

Please fill the requested information below, then sign, date and return the original.

BUSINESS NAME:			
BUSINESS ADDRESS:			
CREDIT CARD TYPE:	<input type="checkbox"/> Amex 	<input type="checkbox"/> Discover 	<input type="checkbox"/> MasterCard 
CREDIT CARD NUMBER:		EXPIRATION DATE:	
NAME ON CARD:		VERIFICATION NUMBER: (3 OR 4 DIGIT CODE)	
MAILING ADDRESS FOR CREDIT CARD:			

By signing below, I hereby authorize Zander-Greg, Inc. to debit my credit card for open transaction on my account. I will also notify Zander-Greg, Inc. without delay in writing should any of the above information changes.

Authorized Cardholder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**PRE-AUTHORIZED DEBIT (EFT) AUTHORIZATION AGREEMENT FORM**

The undersigned “Customer” hereby authorizes Zander-Greg, Inc. to initiate electronic debit entries to the customer’s account indicated below. The customer authorizes the Depository Financial Institution (customer’s bank) to accept and to debit the amount of such entries to the customer’s account.

Zander-Greg, Inc. will initiate all debit/credit entries through its financial institution. Customers understand that drafts or transfers will only be honored if sufficient funds are available in the Customer’s predestinated bank account.

By signing the Pre-Authorized Debit Agreement, the customer agrees to be bound by the terms and conditions of Zander-Greg, Inc. All banking transactions contemplated herein shall be governed by all applicable federal and state laws.

BANK NAME	
City	State
Bank Account #	Electronic routing #
Bank Officer or Contact Name	Bank Contact Phone

CUSTOMER NAME (AS SHOWN ON BANK ACCOUNT)	
Customer Fax #	E-mail address
Street Address	City, State & Zip Code
EFT Authorized Signature	Title
Customer Contact Name	Title
Customer Phone	Authorized Customer Signature

FOR INTERNAL USE ONLY	Customer #
Customer Name	Terms

**PLEASE ATTACH ONE VOIDED CHECK FROM YOUR BANK ACCOUNT**