NAPA 707 LLC — CREDIT APPLICATION & AGREEMENT

EMAIL: accounts@napa707.com

INSTRUCTIONS: Please print or type, or complete this form electronically. MUST BE COMPLETED IN FULL. Questions about this application: accounts@napa707.com. Napa 707 LLC d/b/a Napa 707 Fine Wines, Largo, Florida, is a licensed Florida distributor • FL DBPR License WSL6210559 • TTB Permit FL-P-23306.

PLEASE NOTE: The Federal Equal Credit Opportunity Act prohibits credit grantors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this credit grantor is the Federal Trade Commission.

Legal Name _____ Trade Name (dba) _____

Delivery Address _____ City _____ State _____ Zip _____

County _____ Phone No. _____ Buyer _____

Buyer e-mail address _____

Accounts Payable Contact _____ Phone No. _____

*Accounts Payable / Accounting Dept. e-mail address _____

Parent or Management Company (if it processes invoices) _____

No. of Locations _____ Hours of delivery (4 hour minimum window) _____

BUSINESS INFORMATION:

Please check one: ☐ Individual ☐ Partnership ☐ L.L.C. ☐ Corporation Fed ID # _____

Business Type: ☐ On-Premise (restaurant / bar) ☐ Off-Premise (retail) ☐ Chain / Multi-unit

FL Beverage License No. _____ License Type _____ Exp. Date _____

FL Sales Tax Certificate No. _____ Sales tax is charged unless a valid FL Annual Resale Certificate is on file.

**Payment Method: ☐ FINTECH Retailer # _____ ☐ ACH ☐ Check by U.S. Mail

Full names of all owners, partners or corporate officers and their ownership % (attach a sheet if needed):

1. _____ NAME (First, Middle, Last) _____ TITLE _____ % OWNED _____ E-MAIL / PHONE
2. _____ NAME (First, Middle, Last) _____ TITLE _____ % OWNED _____ E-MAIL / PHONE
3. _____ NAME (First, Middle, Last) _____ TITLE _____ % OWNED _____ E-MAIL / PHONE

PAYMENT TERMS & REMITTANCE

TERMS: Payment is due no later than the **10th day following the calendar week** in which the sale is made, per Florida law (Fla. Stat. § 561.42). Credit cannot be extended beyond that date.

Fintech (preferred): invoices are submitted through Fintech and drafted on the due date.

ACH: bank transfer to Napa 707 LLC's Chase account. Instructions are sent on approval; confirm any change by phone before paying.

Checks by U.S. Mail: our remit-to address is sent with your account approval and printed on every invoice.

Account & invoice questions: accounts@napa707.com
Orders: orders@napa707.com

PLEASE ATTACH

☐ Copy of current Florida DBPR alcoholic beverage license

☐ Current-year Florida Annual Resale Certificate for Sales Tax (Form DR-13)

☐ Fintech retailer number (if paying by Fintech)

Terms & Conditions and signature on page 2

TERMS & CONDITIONS

1. Agreement. The applicant named on this Credit Application and Agreement ("Purchaser") agrees that all purchases made by Purchaser, or by any person representing himself or herself to be an employee, agent or representative of Purchaser, from Napa 707 LLC d/b/a Napa 707 Fine Wines ("Seller") are subject to these terms and conditions and to Seller's credit terms as established and amended from time to time. Purchaser represents and warrants that the information furnished herein is true, correct and complete. All credit is extended at the sole discretion of Seller and may be denied, altered or terminated by Seller at any time without cause.

2. Licenses and Resale. Purchaser represents that it holds a valid Florida alcoholic beverage license issued by the Department of Business and Professional Regulation and an active Florida sales and use tax registration, and will notify Seller immediately if either expires or is suspended or revoked. Purchaser certifies that all alcoholic beverages purchased from Seller are purchased for resale in the regular course of business, and authorizes Seller to verify its Annual Resale Certificate with the Florida Department of Revenue. If any product is used for any purpose other than resale, Purchaser shall report and pay the Florida sales or use tax due. Seller will charge sales tax on any sale not supported by a valid resale certificate.

3. Payment Terms. Payment for each sale is due no later than the 10th day following the calendar week in which the sale was made, as required by Section 561.42, Florida Statutes, and Seller may not extend credit beyond that period. Payment shall be made by Fintech, by ACH transfer to the account designated by Seller in writing, or by check mailed to Seller's remit-to address as provided by Seller in writing. Purchaser shall confirm any change to Seller's payment instructions directly with Seller by telephone before paying. If payment is not received when due, Seller is required by law to report the delinquency to the Division of Alcoholic Beverages and Tobacco, which may place Purchaser on the delinquent ("Cash Only" or "No Sale") list. Seller will file a release once the account is paid in full.

4. Late Charges and Returned Payments. Any amount not paid when due shall bear a finance charge of one and one-half percent (1.5%) per month (18% per annum), or the highest rate permitted by law if less, until paid. Returned checks and rejected or reversed electronic payments are subject to the service charges permitted by Section 68.065, Florida Statutes. Seller does not waive any other remedy available under Florida law.

5. Delivery, Inspection and Claims. Invoices shall be signed by Purchaser or its authorized agent at the time of delivery. Purchaser shall inspect each delivery when received. Failure to give written notice of any shortage, damage or error within ten (10) days of delivery constitutes acceptance of the merchandise delivered and a waiver of all claims. No product may be returned without Seller's prior written approval, and restocking fees may apply.

6. Multiple Locations and Third-Party Payers. If Purchaser operates more than one licensed location, or arranges for invoices to be processed or paid by a parent company, management company, accounts payable service or payment platform (including Fintech), Purchaser remains fully responsible for payment of every invoice for every location on its account. Any such arrangement is for Purchaser's convenience only and does not extend the time for payment or release Purchaser from any obligation.

7. Change of Ownership. In the event of any change in the ownership of Purchaser or Purchaser's business, Purchaser shall be jointly and severally liable with its successors for all sales that originate and are charged to Purchaser's account before Seller receives notice of the change by registered or certified mail. Seller may require any successor to submit a new credit application before extending credit.

8. Continuing Agreement. This agreement is continuing and applies to all present and future purchases until terminated by written notice; termination does not affect any obligation incurred before Seller receives the notice. Purchaser waives notice of acceptance of this agreement, presentment, demand, protest, and notice of dishonor or nonpayment, and agrees that its obligations are not affected by any extension, settlement, compromise or adjustment granted by Seller. Payments may not be withheld or offset on account of any claim Purchaser may have against Seller, except as provided in Section 561.42, Florida Statutes.

9. Collection Costs. Purchaser shall pay all reasonable attorney's fees, collection costs, court costs and other expenses incurred by Seller to collect any amount owed by Purchaser, whether or not suit is filed and including any appeal.

10. Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue for any action to enforce this agreement shall be the state or federal courts located in Pinellas County, Florida, and Purchaser consents to the jurisdiction of those courts.

11. Verification and Copies. Purchaser authorizes Seller or its agent to verify any information in this application, including licenses, tax registration and references. An emailed, scanned or electronically signed copy of this Credit Application and Agreement shall have the same force and effect as the original.

I have read and agree to these Terms & Conditions. To the best of my knowledge the information in this application is true and correct, and I am authorized to sign for Purchaser.

****SIGNATURE REQUIRED**

BY: X _____ _____

SIGNATURE DATE

_____ _____

PRINTED NAME TITLE

_____

PURCHASER (LEGAL NAME OF BUSINESS)