



459 East 16th Street, Jacksonville, Florida 32206
Telephone: 904-353-4311/800-858-6147; Facsimile: 800-397-9899

NEW ACCOUNT CREDIT APPLICATION
for
PREMIUM PRODUCTS

Terms 2% 10 day EFT or Net 30
Days

(Name of Applicant)

HEADQUARTERS APPROVAL (Initial & Date)

Initial

Date

1. Sales Dept

(After application has been logged in by Sales Department
it will be forwarded to the Credit Department.)

2. Kevin Wolfe

(After review and recommendation by Kevin, will be returned to
the Sales Department for final approval by Alex Goldman.)

3. Alex Goldman

(When approved by Alex Goldman, will be taken to Customer Service
and assigned a new account number. Finally, it will be returned
to the Sales Department for a New Account letter to be written.)



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CUSTOMER CREDIT APPLICATION FOR PREMIUM PRODUCTS

Check One: New Account Change of Information
Terms 2% 10 day EFT Terms Net 30

Applicant's Name: _____ Federal Tax ID/Soc. Sec. #: _____

Type of Business: Retail Smoke Shop; Convenience; Supermarket; Drug; Other (_____)

Doing Business As (Name, if different): _____ Years Under Present Ownership: _____

Form (Check One): Individual or Proprietorship; Partnership; Corporation (State of Inc. _____); Other (_____)

Enter Names, Addresses, Titles and Social Security Numbers of Each Principal of Applicant:

- 1 _____
- 2 _____
- 3 _____
- 4 _____

Applicant's Billing Address

Street _____ City _____ County _____ State _____ Zip _____

Shipping Address (if different)

Street (no PO Box Please) _____ City _____ County _____ State _____ Zip _____

Telephone No.: _____ Fax No.: _____ E-mail: _____

Authorized Buyers:	1	_____	E-mail _____	(TEL) _____
	2	_____	E-mail _____	(TEL) _____
	3	_____	E-mail _____	(TEL) _____
	4	_____	E-mail _____	(TEL) _____

Accounts Payable Contact: _____ E-mail _____ ; (Tel.) _____

Bank Affiliation: _____ ; Address _____ Acct. # _____

Loan Officer/Contact and Title: _____ E-mail _____ ; (Tel.) _____

D&B#: _____

Credit/Trade References (Include Major Suppliers)

Names	1	_____	2	_____	3	_____
Addresses		_____		_____		_____
Tel. No.		_____		_____		_____
Fax No.		_____		_____		_____

Is any of the Applicant's current indebtedness guaranteed by personal or corporate guarantee? Y N (Circle One)

If YES, explain: _____



CREDIT TERMS AND CONDITIONS

! Credit terms with Royal Gold Cigars International, Inc. ("Royal Gold Cigars") are granted solely upon Royal Gold Cigars's determination that Applicant has (i) been an active purchaser of Royal Gold Cigars products on a cash in advance basis, (ii) demonstrated a positive credit and payment history, (iii) provided evidence that it is adequately licensed to distribute or sell Royal Gold Cigars's products in the jurisdiction(s) in which it does business (and that all such licenses are in full force and effect) and (iv) good trade, credit and banking references. Such credit terms shall not be deemed granted to Applicant unless and until the foregoing Application, these Terms and Conditions and the form of Approval below are all completed and executed.

! Royal Gold Cigars reserves the right to modify or revoke credit terms at any time in its sole discretion.

! Payment of any such invoice shall be remitted via wire transfer, credit card or any ACH debits initiated by Royal Gold Cigars in the full amount of any invoices, charges pertaining to the account.

! In the event an invoice is not paid in full by its due date (subject to any credit memos as indicated), interest shall accrue on the unpaid amount at the rate of one and one-half percent (1 1/2%) per month to a maximum of eighteen percent (18%) per annum from such due date until such amount (together with any interest thereon) is paid in full. Late interest charges will be due upon notification and will be treated the same as an invoice for collection purposes.

! Royal Gold Cigars reserves the right to refer any invoice which is past due for 60 days or more to a collection agency; and, thereupon, all expenses incidental to collection including specifically (but without limitation) court costs, fees, expenses, and reasonable attorneys' fees will be charged to any such account. Additional charges may be added for any returned check.

! In the event Applicant believes there is an error on an invoice, it must so notify Royal Gold Cigars within ten (10) days in writing or it will be deemed to have accepted such invoice as correct and payable.

! Unless Royal Gold Cigars has on file a properly executed and currently valid Uniform Sales & Use Tax Certificate from Applicant (or such other exemption certificate as may be required by any jurisdiction into which Royal Gold Cigars delivers products for Applicant's account or at its instruction), Royal Gold Cigars is obliged to collect the sales tax for the jurisdiction(s) in which it makes such a delivery and Applicant hereby undertakes to pay the same and any other tax that may be due in the event any such transaction is deemed not exempt from such tax (any such tax shall be treated the same as an invoice for collection purposes).

! Any contractual disagreement between Royal Gold Cigars and Applicant shall be governed by the laws of the State of Florida and any legal disputes arising out of this Agreement shall be resolved in Jacksonville, Florida.

Applicant is applying for credit with Royal Gold Cigars and agrees to pay all amounts when due in accordance with the above terms. Applicant understands that all purchases of products from Royal Gold Cigars are subject to all terms and conditions contained in this Customer Credit Application and all other terms and conditions contained in any Royal Gold Cigars invoices. Purchases on credit are permitted only at Royal Gold Cigars's discretion and may be disallowed at any time in the event that the urgency of a shipment precludes a normal credit investigation or Royal Gold Cigars, in its sole discretion, determines at any time to withdraw its credit arrangements with respect to the Applicant or any affiliate of Applicant.

By signing this application below, or causing it to be signed, Applicant attests that it has read, understands and agrees with the terms and conditions set forth on the reverse side of this application. In addition, by signing this application, or causing it to be signed, Applicant certifies that the information set forth above (including the License and Permit information) is true, current and correct and grants Royal Gold Cigars the right to contact bank and trade references contained therein and authorizes each such reference to respond fully to such inquiries.

(Print Applicant's Full Name)

(Authorized Signature)

Date: _____

(Print Name and Title)

(Print Applicant's Full Name)

(Authorized Signature)

Date: _____

(Print Name and Title)



In those circumstances in which Royal Gold Cigars has insufficient experience with Applicant or is unable to ascertain trade, credit and/or banking references sufficient for Royal Gold Cigars to provide credit to Applicant, Royal Gold Cigars may agree to extend Applicant such credit terms upon receipt of a personal guarantee from Applicant's principals or such other affiliates of Applicant as Royal Gold Cigars may agree. In such case, Applicant may wish to submit the following Guaranty, completed and signed as indicated. It will be within Royal Gold Cigars's discretion alone to accept such Guaranty in support of any extension of credit.

GUARANTY

In order to induce Royal Gold Cigars to extend credit to _____ and/or its principals (collectively, the "Obligor"), or to make advancements of goods or other financial accommodations to Obligor, the undersigned Guarantor(s) hereby guaranty the prompt payment to Royal Gold Cigars, its successors, assigns and representatives, of each monthly obligation and liability of Obligor to Royal Gold Cigars which may now exist or hereafter accrue, including interest, reasonable attorneys' fees, collection costs and expenses incurred by Royal Gold Cigars in connection with the Obligor or this Guaranty. This Guaranty shall be construed as an absolute, continuing and unlimited guaranty of payment without regard to the validity, regularity, or enforceability of any obligation or liability of the Obligor hereby guaranteed; and Royal Gold Cigars shall not be obliged to proceed first against the Obligor or any other person, firm or corporation, or against any collateral held by Royal Gold Cigars. If there are two (2) or more Guarantors, their liability shall be joint and several.

This Guaranty shall not be discharged or in any way affected by the death of a Guarantor. This Guaranty shall be covered and controlled by the laws of the State of Florida. In witness whereof, the Guarantors have signed this Guaranty on this ____ day of _____, 20__.

(Guarantor's Signature)

(Print Full Legal Name)

Witness: _____

(Guarantor's Signature)

(Print Full Legal Name)

Witness: _____

(Guarantor's Signature)

(Print Full Legal Name)

Witness: _____

(Guarantor's Signature)

(Print Full Legal Name)

Witness: _____



EFT Setup Form

Customer Authorization

Customer Name _____

Address _____

EFT Authorization Signature _____ Title _____ Date _____

Customer Contact _____ Title _____ Date _____

Customer Contact (Print) _____ Telephone Number _____ E-Mail _____

Address (if different than above) _____

Customer Bank Account Information

Bank Name _____

Address _____

City _____ State _____ Zip _____

Bank Account Number _____ Bank Routing Number _____

Bank Contact Name _____ Bank Telephone Number _____

Please complete the listing of all ship to locations that are to be drafted from the above bank information and include a voided check for the designated account. Additional locations requiring different bank accounts require a separate application to be completed.

EFT Program

EFT Requirements

1. Approved direct domestic customer with normal terms and current Customer Credit Application on file.
2. Account must be in good standing.
3. Funds must be available to draft on the appropriate business day.
4. Customer must be legally licensed.
5. E.F.T. capable bank account.
6. Once a direct domestic customer is set-up on the EFT program they are only able to pay using the program.

Program Sign-up

1. Completed Royal Gold Cigars Electronic Funds Transfer Authorization Form.
2. A voided check.
3. Both the Authorization Form and the voided check need to be mailed to Royal Gold Cigars International, Inc., P. O. Box 2230, Jacksonville, Florida 32206, Attn. Credit Manager.

Set-Up and Testing Procedure

Once Royal Gold Cigars has received the EFT authorization form our bank will begin to perform testing with your bank. After completion of a successful test our bank will notify us and in turn we will notify you in writing that we are to start EFT debits/credits on a certain date.

Pre-testing cannot be waived due to banking rules.

EFT Terms and other Sales items

Cigars 2% discount on EFT 10 days from invoice date.

All orders shipped will contain the discount for the appropriate net amount after any line item discounts. Any backorders will be processed on a separate invoice and they will receive the appropriate discount on the net invoice amount at that time.

Credit Memos

Credit memos will be sent in the form of a credit to the approved customer bank account selected in the EFT registration form. Credit memos will be issued at the net amount less any EFT buying discounts. Return credit and transfer memos will only be issued after receipt and formal entry on to the direct buying account. Credits for other items such as promotions, freight shortages, damages and any other miscellaneous credits will be issued after documentation is received, verified and approved. Once the credit has been completed it will be issued on the next transaction.

Royal Gold Cigars's policy for Cigar returns is as follows:

- 1.) We will redeem 100% of all cigar returns at net price, less any promotional discounts and any EFT discounts. Pricing on unsalable cigar returns is based on the previous net price for four months following a price increase.
- 2.) All product returned to the factory for credit must include an approved return authorization form signed by a Royal Gold Cigars
- 3.) We pay freight on product shipped from warehouse initially, and also on saleable or unsaleable returns.
- 4.) If necessary we will make our personnel available to assist in any handling of product being assembled for return.
- 5.) We do not accept any handling/processing fees imposed by our customers.
- 6.) Cigars must be returned to our warehouse in Jacksonville, Florida. Product cannot be salvaged or disposed of by the customer.

EFT Return Drafts

If a draft is returned due to a banking error then the direct customer will need to replace the draft in 2 business days or contact the Credit Department. If a draft is returned due to a banking error then the direct customer will be expected to submit a letter from the banking institution explaining the error. Once the letter has been received then the return draft incident will be changed to a bank error and not be counted as one of the 2 NSF drafts discussed below.

If the direct customer's draft is returned due to lack of funds or something within the direct customer's control the customer must replace the NSF draft in 2 days in order to receive the appropriate EFT discount. If a customer has two NSF drafts within a 90-day period then the customer will be suspended from the EFT program. All suspended accounts must thereafter pay in advance either with a wire transfer or cashiers check. The suspension time for a direct customer who has had 2 NSF's in a 90-day period is 6 months.

Removal from the EFT Program.

Royal Gold Cigars will remove the direct customer from the EFT program within 30 days after a letter requesting such removal has been sent to the Credit Manager and it has been acknowledged by Royal Gold Cigars International. All open items must be resolved on the customer's accounts; these items include any transfer debit memos processed or pending, pending freight claim issues and bill backs not resolved. Once the customer has been removed then it will be placed on the wire transfer or cashiers check program. The alternative program will only allow shipments after receipt of good funds has been received.

Holiday and Weekend Drafts

When an invoice due date falls on a holiday or weekend the payment will be presented on the following business day.

Royal Gold Cigars International reserves the right to modify any terms at its discretion at any time.

Customer understands agrees that the terms of customer's Customer Credit Application remain in full force and effect, and same are incorporated herein. To the extent that there is a direct conflict between the terms of this document and the Customer Credit Application, then the terms outlined herein shall be controlling.