

The Speach Family Candy Shoppe, Inc. Terms of Credit

**This credit agreement application and security agreement is entered into by and between The Speach Family Candy Shoppe, Inc. at 2400 Lodi Street, Floor 1, Syracuse, NY 13208 and the “Buyer” effective as of the date accepted by The Speach Family Candy Shoppe, Inc. and subject to “Buyer” credit approval.**

1. All invoices are due and payable by the terms awarded to the Buyer unless otherwise stated. The available terms are Net 15 – 1%<sup>16</sup> (payment must be postmarked by the 15<sup>th</sup> day after invoice has been printed or buyer will be assessed a 1% late fee per day up to 18 days and then 18% each month thereafter), Net 20 – 1.5%<sup>21</sup> (payment must be postmarked by the 20<sup>th</sup> day after invoice has been printed or buyer will be assessed a 1.5% late fee per day up to 12 days and then 18% each month thereafter), or Net 30 – 2%<sup>31</sup> (payment must be postmarked by the 30<sup>th</sup> day after invoice has been printed or buyer will be assessed a 2% late fee per day up to 9 days and then 18% each month thereafter).
2. In the event of a disputed invoice, the Buyer should notify The Speach Family Candy Shoppe, Inc. immediately and before the due date of that invoice. No unauthorized deductions will be allowed.
3. Buyers whose invoices remain unpaid after their expected payment terms, or whose account exceeds the credit limit established will be placed on “COD” status, and all pending orders will be placed on “hold” until the balance is paid in full or special payment arrangements can be made.
4. In the event a check payment is returned for non-sufficient funds, the Buyer’s account will revert to “COD” status and immediately be placed on hold until all payments clear. A \$20.00 Insufficient Fund Fee and Bank Fee will also be charged to the Buyer. The customer may then reapply for credit one year later unless special circumstances arise.
5. In the event Buyer defaults in payment of any amount due, The Speach Family Candy Shoppe, Inc. shall, without notice, but subject to any rebate by law, make all unpaid principal, earned interest, and all other agreed charges immediately due and payable. In the event the Buyer does not make a payment, Buyer shall be responsible for all costs of collection, including attorney fees and court fees.
6. When selling your business or closing your store, The Speach Family Candy Shoppe, Inc. must be notified so we can close your account. If not, you may be responsible for all future invoices.

The Buyer(s) understands and agrees to the credit terms of sale stated in this agreement and further agree to pay any service charge levied against past due amounts. By signing this sheet, the Buyer promises to pay all bills promptly when due. The Buyer understands that the terms of payment as stated herein, are at the sole discretion of The Speach Family Candy Shoppe, Inc. and are subject to change based on information received during the credit investigation.

Company/Name\_\_\_\_\_

Signature\_\_\_\_\_ Title\_\_\_\_\_

Printed Name\_\_\_\_\_ Date\_\_\_\_\_

Please return with Credit Application Fax:315.478.4929,  
E-mail:wholesale@speachfamilycandy.com or to address above!