



ACCOUNT APPLICATION & AGREEMENT

General Information

Business Name _____
 Mailing Address (Street, City, State, Zip) _____
 Shipping Email Address _____ Billing Email Address (Required) _____
 Area Code/Telephone Number (_____) Fax Number (_____)
 Tax ID# _____

Type of Distribution

- Inside Sales Force # of reps _____ Professionals ONLY
 Outside Sales Force # of reps _____ Professionals ONLY
 Store Location # of locations _____ Professionals ONLY

Territory of Distribution: _____

Select Shipment Preference

- Ship Complete
 Ship Immediately - Delete backorder
 Ship Immediately - Ship backorder when available (freight additional)
 FORM CHECK BOX Ship From Multiple Warehouses – (orders will be placed in primary warehouse) backorders, if any will ship from remote warehouses – potentially adding 2-4 days to shipping time)

Name on Card: _____ Card Type: _____
 Card#: _____ Ex Date: _____ CWS#: _____

Please complete and fax to 248-347-7753 or email tngworldwide.com/wholesale.
 Upon receipt and review an account number will be establish and sent via email.

Certification

The undersigned certifies that all statements made in the above Application are true and complete and made for the purpose of inducing tng worldwide Wholesale into approving the Application. By submitting the application, Customer authorizes tng worldwide Wholesale to investigate the references and all other information provided (including, but not limited to, the information contained in the "Personal Information" section) and agree that such references and information shall become tng worldwide Wholesale's property regardless of whether tng worldwide Wholesale approves the Application.

Signature _____

Date _____

tng worldwide Wholesale's Approval of Application

Date approval of application: _____ Name of person making approval: _____
 (NOTE: tng worldwide WHOLESALERS APPROVAL OF THIS APPLICATION IS EXPRESSLY SUBJECT TO THE TERMS AND PROVISIONS OF THE AGREEMENT CONTAINED IN THIS DOCUMENT.)

Agreement

This agreement is between tng worldwide Wholesale, a division of tng worldwide, ("tng worldwide Wholesale") and the person or entity identified under the "Business Name of Customer" category on the Application section of this document ("Customer"). Upon approval of the Application, the following terms and conditions apply to the parties' relationship:

1. ORDERS. Customer shall, from time to time, place orders with tng worldwide Wholesale for various products. The minimum order shall be \$100. Products are to be sold in inner pack quantities only.
2. TERMS OF PAYMENT. Customer agrees to make full payment of all invoices/bills received from tng worldwide Wholesale for all products that Customer ordered. For the first two orders from Customer, payment shall be made by cashier's check, money order(s), or re-payment. After the first two orders from Customer, payment shall be made by cashier's check, money order(s), pre-payment, or terms as the parties may further agree through a future writing, executed by both tng worldwide Wholesale and Customer.
3. COST OF COLLECTION. If it becomes necessary for tng worldwide Wholesale to enforce any of the terms of this Application and Agreement, Customer agrees to pay all of tng worldwide Wholesale's costs, legally allowable interest, collection agency fees, and/or reasonable attorney fees, in addition to any and all damages that tng worldwide Wholesale might suffer.
4. GOVERNING LAW. The laws of the State of Michigan shall govern the present Application and Agreement.
5. VENUE. Customer agrees that the courts covering Oakland County, Michigan shall be the exclusive forums in which to litigate any disputes arising out of this Application and Agreement. Customer further agrees that the courts covering Oakland County, Michigan are reasonably convenient forums for such adjudications. Notwithstanding the above provision, tng worldwide Wholesale, in its sole discretion, shall be permitted to file and pursue litigation in any other forum in which which jurisdiction and venue are proper.
6. DRAFTING. All parties participated in drafting the present Application and Agreement. Accordingly, a no party shall have any ambiguities construed against it.

7. CONSULTATION AND ADVICE. All parties have had the opportunity to review the present Application and Agreement with an attorney of their choosing.
8. COUNTERPARTS. This Application and Agreement may be executed in counterparts.
9. FACSIMILE SIGNATURES. Facsimile signatures are acceptable to bind the parties and shall be considered a to be the equivalent of original signatures.
10. MODIFICATIONS OF AGREEMENT. tng worldwide Wholesale reserves the right to add to or to otherwise modify this Application and Agreement at any time and without the need for notice or for Customer's consent. Except as otherwise stated in this section, the present Application and Agreement can only be modified through a writing that is executed by both tng worldwide Wholesale and Customer.
11. NO RELIANCE ON OUTSIDE REPRESENTATIONS. Customer agrees and acknowledges that, in completing a and entering into this Application and Agreement, it has not relied upon any representations of any kind other than those set forth in this Application and Agreement.
12. INCORPORATION OF tng worldwide Wholesale CATALOG PROVISIONS. that is set forth in its catalog are hereby incorporated into this Application and Agreement by reference. Customer agrees to be bound by such a terms and conditions.
13. SIGNING AUTHORITY. The individuals signing this Application and Agreement represent and warrant that they have the requisite authority to execute the document and to therefore bind their respective entities.
14. CONDITION. This Agreement, even if signed by both parties below, shall only be binding upon tng worldwide Wholesale if tng worldwide Wholesale approves Customer's Application. If tng worldwide Wholesale does not approve the Application, then this Agreement shall, at tng worldwide Wholesale's sole option, become null and void. In that event, Customer shall not have any right to enforce the terms of this Agreement against tng worldwide Wholesale.

THE UNDERSIGNED AGREE THAT THEY HAVE READ THE ABOVE APPLICATION AND AGREEMENT AND AGREE WITH ALL OF ITS PROVISIONS AND TERMS.

Name of Customer: _____ Signature: _____