

## TERMS OF AGREEMENT

(Please read carefully before signing)



BOTTLING CO.  
OF SANTA FE

Serving The Community Since 1919

1. Purchase  
The Buyer (defined on previous page) agrees that, upon acceptance of this credit application by the Coca-Cola Bottling Company of Santa Fe, the Buyer will purchase all soft-drink products from the Coca-Cola Bottling Company of Santa Fe on the following terms:
2. Payment  
Payment of the entire amount of each order shall be due and payable by Buyer to the Coca-Cola Bottling Company of Santa Fe within 10 days following the date of the statement with respect to that months orders. Payments not received by Coca-Cola Bottling Company of Santa Fe within 30 days of the date of the statement shall be considered past due.
3. Interest  
If payment with respect to all or any of an invoice or statement is not received by Coca-Cola Bottling Company of Santa Fe within 30 days of the date of statement or invoice, Buyer shall pay interest at an annual rate of 18 percent on the outstanding amount of the invoice or statement.
- \* 4. Returned Checks  
All returned checks shall be subject to a \$25.00 service charge.
5. Collection  
Buyer shall pay all cost and expenses, including but not limited to, attorney fees, incurred by Coca-Cola Bottling Company of Santa Fe with respect to the collection of the Buyer's past due amount.
6. Controlling Provisions  
The rights and obligations of the Buyer and Coca-Cola Bottling Company of Santa Fe shall be governed exclusively by the collective provisions, terms and conditions of this agreement and any invoice or statement mailed by The Coca-Cola Bottling Company of Santa Fe to the Buyer. These collective provisions, terms and conditions may not be changed or modified orally.
7. Information Provided  
In or to induce Coca-Cola Bottling Company of Santa Fe to enter into this agreement with the Buyer, the Buyer hereby represents and warrants to the Coca-Cola Bottling Company of Santa Fe that the information provided by the Buyer on the front of this agreement is true and correct.
- \* 4. Returned Checks  
Continued from above:  
The customer whose check is returned by the bank will be placed on currency-on-delivery terms until either the cancelled check clears or, a new check is issued and that check clears or, payment is made in currency.  
After the returned check is made good, the customer will be placed on 10 day net terms until this Company feels safe in extending longer credit terms.  
The customer who has a second returned check will be placed on a currency-on-delivery basis indefinitely.