



Specialty Distributors

Restaurant Food Equipment & Supplies

Application for Purchasing Credit

For accuracy and timeliness, please fill out ALL of the following information correctly.

Date: _____

Company Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Best Invoicing Method: Mail to Billing Address Fax Email: _____

Owner/Officer Name: _____ Years in Business: _____

Federal ID OR Social Security (Circle One): _____

Please include a copy of your Tax Exemption certificate and W-9, if applicable.

Trade References:

Please include an email address or fax number. Applications may be denied if neither are provided.

1. _____ Phone: _____ Email: _____

2. _____ Phone: _____ Email: _____

3. _____ Phone: _____ Email: _____

4. _____ Phone: _____ Email: _____

Bank Information

Name: _____ Phone: _____ Email: _____

Account Number: _____ Contact: _____

I hereby acknowledge that the above information is true and correct. I authorize the release of any and all credit and financial information to Specialty Distributors. I agree to pay all bills when due including reasonable collection and attorney's fees if collection action is required. I understand and agree to abide by Specialty Distributors credit terms, as found on the following pages. A copy of this authorization can be accepted as an original.

Signature of Authorized Person: _____ Date: _____

Printed Name: _____ Title: _____

Purchase Order Terms and Conditions Summary

1) ACCEPTANCE

- a) **THIS PURCHASE ORDER IS AN OFFER BY THE COMPANY IDENTIFIED ON THE FACE OF THIS PURCHASE ORDER** (the "Buyer") for the purchase of the goods (the "Goods") or services (the "Services") specified, from the party to whom the purchase order is addressed (the "Seller") in accordance with and subject to these terms and conditions (the "Terms"); together with the terms and conditions on the face of the purchase order, the "Order"). This Order constitutes the sole and entire agreement of the parties with respect to the Order and supersedes both written and oral, with respect to the subject matter of the Order.

2) CHANGE ORDER

- a) Buyer may, from time to time, initiate changes by issuing to Seller written notices (each, a "Change Order") that alter, add to, or deduct from the Goods or Services, but that are otherwise subject to the Terms of this Order. Seller will promptly comply with the terms of any Change Order. No Change Order shall be honored by the Seller if (a) all or part of the Goods requested to change have already begun transport to Buyer via shipping agency (b) if Buyer has received part or all of the Goods requested to change. Change Order may be honored if any fees incurred by the Change Order are at the Buyer's expense. Any Change Order must reflect all pricing of Goods and applicable fees, shipping and otherwise, as the Seller requires.

3) SHIPPING AND DELIVERY

- a) Seller is a distributor and not a manufacturer; factory shipping dates given in advance of actual shipment are approximate and not guaranteed.
- b) Rejected Goods may be returned to Seller or held by Buyer. Any rejection upon delivery of Goods that is judged by (i) the shipping carrier (ii) Seller (iii) manufacturer as (a) unharmed (b) undamaged (c) no manufacturing flaws; any fees that incur by said rejection upon delivery of Goods will be at Buyer's expense; whether the Good are held by Buyer or returned to Seller, Goods manufacturer, or Goods supplier.
- c) Any Goods that are rejected due to damage incurred by shipping (exclusive to the shipping agreed upon between Buyer and Seller per Purchase Order for the Buyer to receive Goods), due to (c) manufacturing flaws or (d) damage incurred during shipping, will not be held at the Seller's expense. The statements within this **5. Shipping and Delivery** shall not undermine **Section 4. Inspection**.

4) INSPECTION

- a) None of the following statements shall supersede any regulations by any shipping agency used for the delivery of any Goods.
- b) Buyer is responsible for inspecting all Goods upon delivery before accepting Goods from the delivering agency. This includes visual inspection of the packaging of the Goods and the physical condition of the Goods. In the condition that inspection underneath packaging is forbidden by the shipping agency before accepting the Goods, the Goods shall be inspected immediately after acceptance.
 - i) Damaged Goods claims refers to any Goods received whereby any damage has incurred by the shipping agency. The Shipping Agency refers to the freight or package carrier for (a) the transport of the Goods agreed upon, (b) as specified by the Purchase Order agreed upon (or) in the event neither previous options have been specified (c) as per the preference of the Seller for the transport of the Goods.
 - ii) All damaged Goods claims and **DAMAGE NOTIFICATIONS MUST BE MADE WITHIN 24 HOURS OF THE DELIVERY OF THE GOODS** to the Buyer unless specified otherwise by the shipping agency. The damaged Goods claim must be made verbal to the Seller and in writing.
- c) Any damages incurred from transportation shall not be held at Seller's expense. The transportation company shall be responsible for any claim or notification made within 24 hours of receiving damaged Goods.
- d) Seller may, but is not subject to, assist in claim recovery and concession (monetary or otherwise) if required by transportation company responsible for the delivery of Goods. Concessions from transportation company may be passed through Seller in order to give to Buyer for remedy of damaged Goods during transportation.

5) PRICE AND TAXATION

- a) Buyer agrees to pay the **PRICES QUOTED BY SELLER**, and is responsible for **ADDITIONAL APPLICABLE SHIPPING AND HANDLING CHARGES, TAXES AND DUTIES**.
- b) Unless specified otherwise on the face of the Order, the prices are exclusive of, and Buyer shall be solely responsible for and pay, all federal, state, and local taxes, including, but not limited to, value added tax, goods and services tax, sales, use or consumption tax. Seller will seek all available taxes as Federal, State, and Local municipalities may require. No sales or use tax shall be added when a valid tax exemption is indicated on the face of this Order by the Buyer.
- c) The manufacturer may govern for when a tax exemption or resell certificate is applicable or honored.

6) PAYMENT

- a) **PAYMENT TERMS ARE (30) DAYS NET FROM THE INVOICE DATE** or upon such other terms approved by Seller in writing. Retainage shall not apply, and Buyer shall not hold back any retainage from Seller, even if retainage is part of any contract between Buyer and any other party. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. **CREDIT CARD SALES ARE BILLED AT THE TIME OF PURCHASE AND MAY BE SUBJECT TO A 3% PROCESSING FEE**. Buyer expressly represents it is solvent at the time it places any purchase order with Seller. Seller, in its sole discretion, may determine that Buyer's financial condition requires full or partial payment prior to manufacture or shipment. Seller may obtain and use your credit history for credit evaluation purposes. Seller may contact references provided by Buyer for credit evaluation. Seller may apply payments to any outstanding invoices unless Buyer provides specific payment direction concerning any outstanding invoices. Such direction must be made in writing.
- b) Seller retains the right to restrict Purchase Order payment methods and shall notify Buyer in the event that the initial restriction, or the initial uplifting of a restriction, for individual Purchase Orders.

7) RETURN OF GOODS AND PURCHASE ORDER CANCELLATION

- a) **SELLER SHALL ACCEPT RETURNS OF NORMAL STOCK GOODS FOR A PERIOD OF TEN (10) DAYS FOLLOWING SHIPMENT** for exchange or refund of the purchase price; provided, that Goods must be in their original cartons, unopened and unused AND are subject to appropriate restocking/cancellation fees and any applicable shipping fees. Restocking fees shall not exceed 25% of price of Goods.

8) NOTICES

- a) Seller reserves the right to change or alter any Policy or Procedure without notification to Buyer, but with no intent of malice to Buyer. In the event a Seller's Policy or Procedure changes in a way which affects any current Purchase Order or transaction with Buyer, Buyer may notify Seller and Seller may notify Buyer in the event of this knowledge obtained. Remedy may be made by Seller at Seller's discretion but no alter in Policy or Procedure may supersede the terms of this Agreement unless both agreed upon by both Buyer and Seller.

9) DELAYS

- a) Seller shall have no liability if its performance is delayed or prevented by causes beyond its reasonable control, including, without limitation, acts of nature, labor disputes, government priorities, transportation delays, insolvency or other inability to perform by Seller's Vendor, or any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay. Should shipments be held or stored beyond the delivery date for convenience of Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.

10) QUOTATIONS

- a) All quotations expire thirty (30) days from the date of the quotation unless otherwise noted on the quotation. This time limit applies even if Buyer uses the quotation to submit a job or project bid to any other party.