

CREDIT APPLICATION

Application #: _____

Thank you for requesting credit with our company. To expedite your request, please complete the following:

- **Complete all** information on **page one. Print, sign, and date page one.** You may attach your own trade reference sheet in place of trade reference section only. **Must be signed by owner, corporate officer or responsible manager.**
- **Print, sign, and date page two. Must be signed by owner, corporate officer or responsible manager.**
- **Complete sign, and date** bank information release, **please provide the requested fax number** to your bank so that we may verify your account. **Must be signed by owner, corporate officer or responsible manager.**
- **We must have our application completed by your home office (if applicable) to set up an account, any information not completed will result in a declined account.**

Send or fax the completed information to:

Whaley Foodservice, LLC.

P.O. Box 615

Lexington, SC 29071

Attn: Accounting Dept.

Fax #: 803-996-9911

WHALEY FOODSERVICE LLC, CREDIT APPLICATION

SERVICING BRANCH (Circle One): Myrtle Beach Charlotte Raleigh Charleston Greensboro Greenville Wilmington
Columbia Savannah Jacksonville Atlanta Nashville

BILLING INFORMATION

Trade _____ Name _____ of _____ Company: _____
_____ Mailing Address: _____
_____ City: _____
_____ State: _____ Zip: _____
Phone: _____ Fax: _____

SHIPPING INFORMATION

Shipping _____ Address: _____
_____ City: _____
_____ State: _____ Zip: _____
Phone: _____ Fax: _____

BUSINESS INFORMATION

Type of Organization:
____ Corporation (State of Incorporation _____) Partnership Sole Proprietorship
Type of Company: Manufacturer Restaurant Reseller Service Co. Other

Name/Phone # of Owner, Partner, Proprietor: _____

How long in present business: _____

Estimated monthly purchases of Whaley Products/Services: _____

Are you a subsidiary of another company (Circle One)? Yes No If yes, please give parent company information:

Name: _____

Street Address: _____

City/State/Zip/Phone: _____

Do you require Purchase Orders (Circle One)? Yes No

Are you tax exempt for purchases (Circle One)? Yes No **If yes, submit copy of resale certificate*

How did you hear about Whaley Foodservice, LLC?

TRADE REFERENCES: (PLEASE COMPLETE ALL INFO)

1. NAME OF BUSINESS: _____
MAILING ADDRESS (INCLUDE STREET ADDRESS, CITY/STATE/ZIP): _____
PHONE #: _____ FAX #: _____ ACCT #: _____

2. NAME OF BUSINESS: _____
MAILING ADDRESS (INCLUDE STREET ADDRESS, CITY/STATE/ZIP): _____
PHONE #: _____ FAX #: _____ ACCT #: _____

3. NAME OF BUSINESS: _____
MAILING ADDRESS (INCLUDE STREET ADDRESS, CITY/STATE/ZIP): _____
PHONE #: _____ FAX #: _____ ACCT #: _____

*Company Name: _____ Date: _____

Signature: _____ Title: _____

Print Name: _____

*Company Name, Date, Signature, Title and Printed name must be completed on both page 1 and 2 in order for application to be processed

WHALEY FOODSERVICE, LLC CREDIT TERMS AGREEMENT

Credit Terms if Granted: Open accounts are due net thirty (30) days from the date of the invoice. COD accounts are due upon completion of the job and/or receipt of goods.

Late Payment: Customer agrees to pay Whaley Foodservice, LLC a service charge of one and one-half percent (1 1/2%) per month [an annual percentage of eighteen percent (18%)] on any amount not paid within thirty (30) days from the date of Whaley's invoice.

Attorney's Fees: Customer agrees to pay Whaley the reasonable costs of collection of any past due amount, including Whaley's reasonable attorney's fees, and any out of pocket filing and court charges.

Title and Security Interest: Whaley retains title to the merchandise sold and/or installed pursuant to the terms of any Whaley work order until payment has been made in full and customer grants to Whaley a security interest in such merchandise.

Limited Warranty: Whaley does not make and shall not be responsible for any express or express or implied warranties and, as to Whaley, customer purchases all merchandise in its 'as is' condition. No agent, employee, or representative of Whaley has any authority to bind Whaley to any affirmation, representation, or warranty concerning the merchandise unless an affirmation, representation, or warranty is specifically included within a written Whaley work order and signed by an officer of Whaley. It is agreed that no warranty or fitness for a particular purpose is made by Whaley, and any such warranty hereby expressly is excluded.

Limitation of Liability: Except as otherwise agreed by Whaley in writing:

Any liability of Whaley in connection with the manufacture, sale, delivery, installation or technical direction if installation, repair or use of any equipment or service covered by or furnished under any subsequent Whaley work order, shall not exceed the price of the equipment or part as to which such liability is asserted.

Whaley shall not be liable for special, incidental, or consequential damages, such as damage or loss of property or equipment, loss of profits or revenue, loss of use of other property or equipment, or claims of clients of customer for interruptions in customer's operations.

This limitation of liability is independent of any warranty provisions in the credit application and any subsequent Whaley work order and will apply regardless of what remedy or remedies customer may be held entitled to pursue.

THIS CREDIT APPLICATION IS SUBJECT TO ALL PROVISIONS AND CONDITIONS ON THIS PAGE AND PAGE ONE OF THIS CREDIT APPLICATION, INCLUDING THOSE WHICH LIMIT WARRANTIES, ALL OF WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. IT MUST BE SIGNED BY A CORPORATE OWNER/OFFICER, PARTNER, OR SOLE PROPRIETOR. UNLESS SIGNED, IT WILL NOT BE APPROVED. THE APPLICANT HEREBY AUTHORIZES WHALEY FOODSERVICE, LLC TO TAKE APPROPRIATE MEASURES IN VERIFYING THE CREDIT OF THE BUSINESS TO WHICH WHALEY FOODSERVICE, LLC IS TO EXTEND CREDIT AND RELEASES WHALEY FOODSERVICE, LLC FROM ANY OBLIGATIONS AND RESTRICTIONS IMPOSED BY LAW WHILE RESEARCHING SUCH INFORMATION.

Company Name: _____ **Date:** _____

****Signature:** _____ **Title:** _____

Print Name: _____

*Company Name, Date, Signature, Title and Printed name must be completed on both page 1 and 2 in order for application to be processed

Personal Guarantee to Whaley Foodservice, LLC: *The undersigned, jointly, severally and personally, in consideration of your extending credit to the applicant, do hereby agree to pay for all goods sold and services provided to applicant, and in the event of default, by applicant, you shall be entitled to look to us for payment without prior demand or notice and without first having attempted to collect from applicant. In the event you engage the services of an attorney to collect any sum of money due hereunder, or to enforce or defend your rights hereunder, you shall be entitled to collect reasonable attorney's fees from the undersigned. The liability of the undersigned shall not be affected by any extensions or indulgences granted applicant, or by releasing or surrendering any security given by the applicant. The undersigned agree to give you written notice by certified mail in the event of any change in the ownership of applicant's business or the form of applicant's business organization.*

Signature: _____

Print Name: _____

Title: _____

Date: _____

*While optional, this personal guarantee may speed up your application process and increase your credit limit

WHALEY FOODSERVICE, LLC
PO BOX 615
LEXINGTON, SC 29071
803.996.9900 EXT. 7134
FAX 803.996.9911

BANK INFORMATION RELEASE

DATE: _____
BANK NAME: _____
BANK FAX: _____
BANK CONTACT: _____
YOUR COMPANY NAME: _____
BANK ACCT NAME: _____
BANK ACCT #: _____

To Whom it May Concern:

Please provide Whaley Foodservice, LLC with information concerning my bank account. I am requesting credit from this vendor. They need this information in order for my company to open an account with them.

Please fax this form back to them as soon as possible.

Authorized Signature of Person Requesting Information

Date: _____