

WHALEY FOODSERVICE REPAIRS, INC. 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 Repairs, Inc.?

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 REPAIRS, INC. 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 Repairs, Inc. a service charge of one and one-half percent (1 ½%) 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.

Personal Guarantee to Whaley Foodservice Repairs, Inc.: 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 will speed up your application process and increase your credit limit*

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 REPAIRS, INC. TO TAKE APPROPRIATE MEASURES IN VERIFYING THE CREDIT OF THE BUSINESS TO WHICH WHALEY FOODSERVICE REPAIRS, INC. IS TO EXTEND CREDIT AND RELEASES WHALEY FOODSERVICE REPAIRS, INC. 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

WHALEY FOODSERVICE REPAIRS, INC.
PO BOX 615
LEXINGTON, SC 29071
803.996.9900 EXT. 7119
ACCOUNTING FAX 803.996.9910

BANK INFORMATION RELEASE

DATE: _____

BANK NAME: _____

BANK FAX: _____

BANK CONTACT: _____

YOUR COMPANY NAME: _____

BANK ACCT NAME: _____

BANK ACCT NUMBER: _____

To Whom it May Concern:

Please provide Whaley Foodservice Repairs, Inc. 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: _____