



CREDIT APPLICATION

Please mail this form to the Fargo address listed or fax to 701-232-1323.

Fargo: 1802 1st Ave S, Fargo, ND 58103 • 1-800-437-4076
Grand Forks: 513 10th Ave N, Grand Forks, ND 58203 • 1-800-666-2165
Sartell: 311 4th Ave S, PO BOX 365, Sartell, MN 56377 • 1-320-259-6557

Business Information

Full Legal Business Name/DBA: _____

Federal Tax ID: _____

Business Phone: _____ Business Fax: _____

Business Physical (ship to) Address/City/State/Zip: _____

Mailing (Billing) Address/City/State/Zip: _____

Type of Company: Proprietorship Partnership Franchise Corporation Other

Years Established: Years Months Annual Sales: \$ _____

Owner/Principal

If your business is less than a year old, SSN and Home address are required

Full Name: _____ Title: _____

SSN: _____ Date of Birth: _____

Home Physical Address: _____

Full Name: _____ Title: _____

SSN: _____ Date of Birth: _____

Home Physical Address: _____

References

Bank: _____ Address: _____

Phone Number: _____ Checking #: _____ Savings #: _____

Bank: _____ Address: _____

Phone: _____ Checking #: _____ Savings #: _____

Trade: _____ Address/City/State/Zip: _____

Phone Number: _____ Fax Number: _____

Trade: _____ Address/City/State/Zip: _____

Phone Number: _____ Fax Number: _____

Trade: _____ Address/City/State/Zip: _____

Phone Number: _____ Fax Number: _____

Any misrepresentation in this application will be considered evidence of fraud, since this information is the basis for the extending of credit. As an inducement to grant credit, the undersigned warrants that the information submitted is true and correct. Culinux is authorized to investigate the credit references and principals listed. I the undersigned hereby authorize Culinux to verify and collect information on me/us, including but not limited to bank references, trade credit references, consumer and/or commercial credit reports. I the undersigned agree to pay a monthly finance charge of 1.5% (18% annual percentage rate) on all past due balances. In the event any third parties are employed to collect any outstanding monies owed by said business the undersigned agrees to pay reasonable collection cost, including attorney fees, whether or not litigation has commenced, and all costs of litigation incurred. The undersigned represents that he/she has the authority to execute this credit agreement on behalf of the business identified.

Open line: _____ **Amount Request:\$** _____ **COD Only:** _____ **Territory #** _____

Signature/Title: _____ Date: _____

Print Name: _____

Per the terms and conditions of the Terms of Sale on back of application.



TERMS OF SALE

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I. Acceptance

The terms of sale apply to all quotations made and purchase orders entered into with Culinex, herein called "the seller." This acceptance is conditional on buyer's assent to the terms set out here in lieu of those in buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. An officer of the seller must specifically agree to any changes in the terms in writing before becoming binding on either the seller or the buyer. These terms shall be applicable whether or not they are attached to or enclosed with the products to be sold.

II. Payment

(a) All accounts are C.O.D. unless the customer has been granted an open credit line (NET 30). Accounts that are C.O.D. will be required to put 30% down on all purchase orders of \$100 or more, this includes regularly stocked items. Special order items (non stock) will require 100% payment at the time of order. No discounts are authorized. Shipments, deliveries and performance of work shall at all times be subject to the approval of the Seller's accounting department and the Seller may at any time decline to make any shipments or deliveries or perform any work except upon receipt of payment or upon terms and conditions or security satisfactory to such department.

(b) Special orders will require 30% down, 60% upon delivery and 10% retainage on all NET 30 accounts.

(c) If, in the judgment of the Seller, the financial condition of the Buyer at any time does not justify continuation of production or shipment on the terms of payment originally specified, the Seller may require full or partial payment in advance and, in the event of bankruptcy or insolvency of the Buyer or in the event any proceeding is brought by or against the Buyer under bankruptcy or insolvency laws, the Seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges.

(d) All accounts that are past due by 30 days will incur a 1.5% service fee on the total past due. This is equal to an annual percentage rate of 18%. These are not reversible and will not be credited for any reason. If the buyer fails to pay their service fees, the Seller's accounting department has the right to revoke any special pricing the buyer may have at the time.

(e) In the event any third parties are employed to collect any outstanding monies owed by said business the undersigned agrees to pay reasonable collection costs, including attorney fees, whether or not litigation has commenced, and all costs of litigation incurred.

III. Taxes

Unless otherwise provided herein, the amount of any present or future sales, revenue, excise or other taxes, fees, or other charges of any nature, imposed by any public authority, (national, state, local or other) applicable to the products covered by this order, or the manufacture or sale thereof, shall be added to the purchase price and shall be paid by the Buyer, or in lieu thereof, the Buyer shall provide the Seller with a tax exemption certificate acceptable to the taxing authority.

IV. Cancellations

Buyer shall compensate Seller for all special items not regularly stocked. Restocking fee of 30%-50% on all orders. Orders for custom equipment may not be cancelled unless approved by the seller.

V. Returned Goods

For regularly stocked items and approved non-stock items. No product may be returned unless authorized in writing by Culinex. If return of product is so authorized, buyer shall be required to pay a handling charge and restocking fee of a minimum of 30% on any non-stock item authorized for return. Product must be returned in original factory crate: freight prepaid, and shall not have been used and must be in the same condition as originally shipped by Culinex. No returns for custom jobs.



Personal Guarantee

In consideration for Culinex extending credit to the business identified below for any materials and/or services after this date at the request of applicants or its agents, the undersigned individual hereby personally guarantees unconditionally and irrevocably the prompt payment of any sums now or hereafter owed to Culinex by the business identified below whether said sums are due under open account, contract or otherwise.

It is understood and agreed that credit, if extended, is to be on a continuing basis and may exceed estimated maximum credit limit required as stated in the credit agreement between Culinex and the business. Culinex shall not be obligated to notify the undersigned of the dates or amounts of any such credit and the undersigned waives demand, notice of default and any extension of time or any other forbearance which may be extended by Culinex.

This guaranty shall continue in force until notice in writing, sent by registered or certified mail, return receipt requested is received by Culinex. Said notice shall specify the date on which this guaranty is to be terminated; said date not to be less than seven days after such notice is received. Such termination shall in no way release the undersigned as to any sum or debt incurred prior to such termination.

Date _____ Name: _____
(Name of person guaranteeing payment, NO TITLE)

Home Address _____

Home Phone # _____ SS# _____

Signature of person guaranteeing payment _____

Name of Business whose account is guaranteed _____

Thank you for your interest in opening an account with Culinex. Please fill out the following questions so that we can better understand and serve you as a customer.

Accounts Payable Contact:

Contact Name: _____ Phone # _____

Fax # _____ Email: _____

Now we would like to ask you a few questions regarding how you would like to receive invoices and statements. Our current procedure is to include the invoices in with the product that is being shipped out of our warehouses and we currently mail out statements every month.

How would you like to receive the following? Please fill in your preference for receiving invoices and statements.

Invoices:

Mailing Address: _____

Fax: _____

Email: _____

Statements:

Mailing Address: _____

Fax: _____

Email: _____



Credit Card Acceptance Policy

The intent of this letter is to inform you of an update to our credit card acceptance policy. As many of our customers who accept credit cards know, the credit card companies charge merchants processing fees each time a credit card is ran for payment. These fees add to the cost of product resulting in higher prices for all customers whether they pay by credit card or some other form. Adoption of this policy will allow us to continue to provide the highest quality equipment and services at the lowest possible prices. We believe this policy is fair for all parties including customers who pay by check or ACH.

Credit Card Acceptance Policy:

Payments made towards an accounts receivable balance: Starting November 1, 2012, there will be a 3% charge if you choose to make a payment by credit card on your accounts receivable balance.

Credit card payments made at the point of purchase: Culinex will not charge a processing fee for credit card payments received at the point of purchase on invoices billed at our advertised prices. In some instances (i.e. large negotiated contract orders), Culinex will not accept a credit card for payment. Your salesperson will communicate with you in writing if a credit card will not be accepted as a form of payment for a particular order.

Alternative Payment Options:

Culinex has an ACH payment program available to all customers. The program is free to our customers and gives the customer complete control over the payments sent to Culinex. How the program works:

1. You complete the Automated Clearing House (ACH) authorization form. This form gives us the information needed to set your bank account information up in our ACH program.
2. Making a payment: You would complete and fax or email the Customer Payment Form which authorizes Culinex to withdraw an amount you specify from your bank account on the date you specify. Culinex will run ACH payments every Friday of the month. If you complete the Date of Withdrawal Field with a date other than a Friday, Culinex will withdraw the funds from your account on the first Friday which follows the date entered.

Our program offers these advantages over credit card payments:

1. You can complete the Customer Payment Form and send it to us at any time, unlike credit card payments where you need to call us during our business hours.
2. You save time compared to calling in your credit card information.
3. You do not have to pay an extra 3% on your A/R balance.

Please call Amy King at (701) 232-4428 or email her at aking@GoCulinex.com to request the ACH forms or to obtain answers to questions you may have. We look forward to working with you through this transition period.