



APPLICATION FOR COMMERCIAL CREDIT AND CONTRACT

NAME OF BUSINESS:		TEL:
BILLING ADDRESS:		FAX:
SHIPPING ADDRESS:		E-MAIL:
ACCOUNTS PAYABLE CONTACT:		TEL:
LINE OF BUSINESS:		NAICS CODE:
BUSINESS TYPE: PROPRIETORSHIP ___ PARTNERSHIP ___ CORPORATION ___ OTHER ___		FED. ID NUMBER:
YEAR ESTABLISHED: _____ PRESENT OWNERSHIP SINCE: _____		EST. MO PURCHASES (\$):

OWNER (PROPRIETOR OR PARTNER) / OFFICER (CORPORATION) INFORMATION

<u>NAME(S)</u>	<u>HOME ADDRESS</u>	<u>OWNER ID: SOC SEC #/DRIVER LIC#</u>

TRADE REFERENCES (3 REQUESTED) & BANKING INFORMATION

<u>NAME(S)</u>	<u>ADDRESS</u>	<u>PHONE #/FAX #</u>

BANK NAME: _____ CITY/STATE: _____ TELEPHONE # _____
 ACCOUNT # _____ LOAN _____ CHECKING _____ SAVINGS _____
 NAME OF CONTACT: _____ TITLE _____

DO YOU REQUIRE A PURCHASE ORDER #? YES ___ NO ___ TAX EXEMPT? YES ___ (PROVIDE CERTIFICATE) NO ___

NOTE: SALES TAX WILL BE CHARGED UNTIL WE RECEIVE A VALID EXEMPTION CERTIFICATE

TERMS AND CONDITIONS

By signing this credit application, the Applicant agrees that this credit application constitutes an agreement for the sale of goods between the Applicant and Bergey's Inc. (Bergey's) to the effect that all of the terms and conditions of this application shall be incorporated into the sale agreement between the parties. The undersigned certifies that the information contained herein is true and correct. The decision with respect to the extension of credit availability to the Applicant will be solely within the discretion of Bergey's, and any credit availability or credit limit may be modified or terminated at any time within the sole discretion of Bergey's. The Applicant agrees to pay for all purchases in accordance with the terms of payment set forth on each invoice, which terms are incorporated by reference herein. No terms, conditions or provisions of any purchase order or similar document shall become incorporated into any agreement of sale with Bergey's unless specifically agreed to in writing by Bergey's. Bergey's will only be bound to the terms and conditions of any sale agreement when such terms are explicitly approved in writing signed by an authorized representative. In the event that the Applicant fails to pay an invoice amount within the terms stated on said invoice, unless otherwise extended in writing by Bergey's, a service charge of 1-1/2% per month may be added to the outstanding balance of the unpaid amount. In the event of a default in payment by the Applicant with respect to any unpaid amount, Bergey's will be entitled to collect all collection costs and expenses and reasonable attorneys' fees. The Applicant specifically authorizes Bergey's from time to time within its sole discretion to utilize the consumer/mercantile credit reporting agencies (as is appropriate for the undersigned) in order to investigate the credit worthiness of the Applicant. Bergey's may terminate any credit availability to the Applicant at any time within its sole discretion. The Applicant agrees to immediately notify Bergey's of the change of any of the information presented herein or the change in any person authorized to act on behalf of the Applicant. **The Applicant hereby waives the right to a jury trial on any issue presented to a court.** No terms or conditions other than as set forth herein shall become the part of any agreement between Bergey's and the Applicant. The Applicant certifies that none of the purchases made on credit from Bergey's will be primarily for personal, family or household use.

The Federal Equal Opportunity Credit Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission.

SIGNATURE	Printed Name	Title	Date
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OFFICE USE ONLY SALES REPRESENTATIVE: _____ STORE #: _____