



CUSTOMER CREDIT APPLICATION

SP ID # _____
 Account # _____
 Terms of Sale _____
 Approved by _____
 Date _____



All sections must be fully completed in order to process the application, including signatures:

Company Information:

Legal Name of Business		
Trade Name		
Street Address		
City	State	Zip
Tel	Fax	

Ship to:

Trade Name		
Street Address		
City	State	Zip
Tel	Fax	

Owner #1:

Name		Title
Home Address		
City	State	Zip
Tel	Social Sec #	

Landlord:

Name		Tel	Fax
Lease	Start Date	End Date	Rent \$ Monthly Yearly
Renewal Option	Yes No	Years	Escalation Cause Yes No Percentage %

Bill to:

Corporate Name		
Street Address		
City	State	Zip
Tel	Account Holder	
A/P Contact Name	#	
A/P Email Address		
Date Business Started		
Restaurant	Hotel	Gourmet Retail
Caterer	Country Club	Wholesaler
Corporation	Proprietorship	Partnership LP LLC
Liquor License # & State	Federal ID #	

Owner #2:

Name		Title
Home Address		
City	State	Zip
Tel	Social Sec #	

Customer's Signature _____ Print Name _____ Title _____ Date _____

This Application including Terms and Conditions of Sale herein shall be considered an agreement in writing by the parties before entering into the sale transaction, including for purposes of PACA.

Bank Reference:

Bank Name		
Account #		
Street Address		
City	State	Zip
Tel	Fax	
Contact Name	Title	

Trade References:

1. Name	Address	City	State	Zip	Telephone/Fax
Years Bought	Recent High Credit Weekly Sales		Current O/S Bal.	Terms of Sales Comments	
2. Name	Address	City	State	Zip	Telephone/Fax
Years Bought	Recent High Credit Weekly Sales		Current O/S Bal.	Terms of Sales Comments	
3. Name	Address	City	State	Zip	Telephone/Fax
Years Bought	Recent High Credit Weekly Sales		Current O/S Bal.	Terms of Sales Comments	
4. Name	Address	City	State	Zip	Telephone/Fax
Years Bought	Recent High Credit Weekly Sales		Current O/S Bal.	Terms of Sales Comments	

All Sales To Customer Are Subject To The Terms And Conditions Of Sale Set Forth Below:

The undersigned (the "Customer") hereby submits this application for the purpose of applying for credit from Seller. "Seller" means, separately and collectively, Dairyland USA Corporation; The Chefs' Warehouse West Coast, LLC; The Chefs' Warehouse Mid-Atlantic, LLC; The Chefs' Warehouse of Florida, LLC; The Chefs' Warehouse Midwest, LLC; Del Monte Capitol Meat Company, LLC; Allen Brothers, 1893, LLC; Fells Point, LLC; Michael's Finer Meats, LLC; Qzina Specialty Foods North America (USA), Inc.; Bel Canto Foods, LLC; The Chefs' Warehouse Pastry Division Canada ULC; Dairyland Produce, LLC; Cambridge, LLC and/or any other entity, corporation, or limited liability company which is now or hereafter becomes affiliated or under common control with, or a parent or subsidiary of any of the foregoing listed selling companies. You may obtain a complete list of these companies from Seller's credit department. The term Seller in context therefore means one or more of Seller's companies that provide goods, services, credit, or financial accommodations, to the Customer from time to time.

The Customer affirms financial responsibility, ability, and willingness to pay invoices in accordance with the terms and conditions of sale as set forth below. The above information is warranted to be true, complete, and correct. The Customer warrants and represents that his/her business is a valid business entity and that he/she is an authorized representative of the business with authority to enter into contractual agreements. The Customer hereby authorizes Seller to verify and obtain information about him/her personally and about his/her business, including but not limited to bank references, trade references, and/or commercial credit reports, as Seller deems appropriate in considering this application and, subsequently, for purposes of updates, renewals, or extensions of credit granted as a result of this application or in receiving or collecting the account. Seller will not disclose any private information obtained hereby unless it is required to do so by law to verify financial stability or in an action to collect unpaid debt. By signing below, the Customer acknowledges that he/she has read and understands and agrees to accept and abide by the Terms and Conditions of Sale set forth below.

In compliance with the Fair Credit Reporting Act (FCRA), this notice is to inform you that you are authorizing this organization to obtain an investigative consumer and/or business profile credit report. Please be advised that pursuant to section 606 of the FCRA, you have a right to request (1) the additional disclosures requested in such report as provided for under section 606(B) and (2) the written summary of your rights prepared pursuant to section 609(C). In addition to the authorization provided herein, you release from liability any persons involved in the credit investigation.

Customer Name: _____ **Date:** _____

By: _____ **Print Name & Title:** _____

(Duly Authorized Representative)

Personal Guaranty

The Customer in consideration of the agreement with Seller to extend credit to applicant, the receipt and sufficiency of which is hereby acknowledged, personally guarantees the full and prompt performance and compliance by applicant of all terms and conditions of this application and all terms and conditions of sale set forth below (which are fully incorporated herein), and further personally guarantees the full payment of all outstanding indebtedness of Customer to Seller and/or any other entity, corporation, or limited liability company which is now or hereafter becomes affiliated or under common control with, or a parent or subsidiary of Seller.

The Customer acknowledges and agrees that Seller may enforce this guaranty without first resorting to or exhausting other remedies provided herein or by applicable law. Guarantor waives diligence, demand for payment, extension of time for payment, notice of acceptance of this guaranty, notice of every kind, and consents to any and all forbearances and extensions of the time for payment or performance extended by Seller to Customer hereunder and to any and all changes in the terms and conditions of sale to Customer. Guarantor agrees to pay all collection costs and attorneys' fees incurred by Seller in enforcing this guaranty. This shall be a continuing guaranty.

The Customer, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consents to and authorizes the use of a consumer credit report, by Seller, as specifically provided in the Customer's authorization above, from time to time as may be needed, in the credit evaluation process.

In compliance with the Fair Credit Reporting Act (FCRA), this notice is to inform you that you are authorizing this organization to obtain an investigative consumer and/or business profile credit report. Please be advised that pursuant to section 606 of the FCRA, you have a right to request (1) the additional disclosures requested in such report as provided for under section 606(B) and (2) the written summary of your rights prepared pursuant to section 609(C). In addition to the authorization provided herein, you release from liability any persons involved in the credit investigation.

Signature: _____ **Print Name:** _____

Address: _____ **Social Sec #:** _____

Terms And Conditions Of Sale

In consideration of the extension of credit, Customer hereby agrees to the following terms and conditions:

1. Payment: Payment is due in accordance with the terms on the face of the invoice. A one and one-half percent (1.5%) per month service charge will be assessed on all amounts which remain past due more than thirty (30) days. No shipment will be made to Customer when there is an outstanding balance (past 30 days) until the account is paid in full. The entire outstanding balance due to Seller on all invoices shall become due in full immediately upon default in the payment of any invoice. Customer is defined herein as the applicant of this Credit Application and the purchaser of products from Seller pursuant to the terms and conditions hereof.

2. Warranty: Seller expressly warrants that the commodities sold hereunder are merchantable. Seller makes no other warranties. This warranty is given expressly and in lieu of all other warranties, expressed or implied. Seller specifically excludes the warranty of fitness for a particular purpose.

3. Claims: All claims, other than for nonconforming products as delineated in Section 4 below, must be made in writing to the Seller named on the invoice and sent via registered or certified mail, return receipt requested, or by prepaid telegram or nationally recognized express carrier to 240 Food Center Drive, Bronx, New York 10474, within three (3) days after delivery of products. Failure to make a claim in writing to Seller within three (3) days after delivery of the products thereof shall constitute an irrevocable acceptance of all products and a waiver of all claims. Returns and exchanges shall not be permitted in any instance in which Customer sells commodities to commercial third parties. Seller shall not be liable for any incidental or consequential damages.

4. Nonconforming Products:

a. Except as provided in Section 4(b), Customer shall inspect all products within twenty-four (24) hours of receipt. Customer will be deemed to have accepted the products unless it notifies the applicable Seller during the 24-hour inspection period in writing of any nonconforming products along with supporting written evidence or other documentation. If Customer timely notifies Seller of any nonconforming products, Seller shall determine, in its sole discretion, (i) whether the products are nonconforming, and replace the nonconforming products or refund the price for the nonconforming products, or (ii) in its discretion reject the claim. Seller shall arrange for the pick-up of any nonconforming products to be returned pursuant to Section 4.

b. If the products are perishable products that require a continuous record of cold storage or maintenance of specified temperatures, Customer shall only be able to reject perishable products at the time of delivery; provided however that if the delivery of the products is a key drop, then Customer shall have eight (8) hours from time of delivery to notify Seller via email of any issues. Except as otherwise provided herein, any perishable products not rejected by Customer at the time of delivery shall be deemed accepted and no returns of such perishable products shall be permitted.

c. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN THIS SECTION 4 ARE CUSTOMER'S EXCLUSIVE REMEDIES FOR THE DELIVERY OF NONCONFORMING PRODUCTS.

5. Indemnification: Customer shall indemnify, defend and hold harmless Seller and its employees, directors and officers from and against any and all claims, damages and liabilities and other court-approved expenses resulting from any third party claims, actions, proceedings, investigations or litigation to the extent that they relate to or arise out of or in connection with Customer's sale of commodities to commercial third parties.

6. Action to Collect Amounts Due: In the event that Seller should commence any action or actions, or otherwise seek to enforce these terms and conditions of sale against Customer and/or Guarantor, as applicable, Customer and/or Guarantor will be jointly and severally responsible for all collection costs, including but not limited to, attorneys' fees, court costs and other expenses, incurred by Seller, whether or not suit is filed.

7. Transfer and Assignment: Customer's obligations under these terms and conditions of sale are not transferable or assignable without the prior written consent of Seller.

8. Change of Ownership: Notification of any change of ownership of Customer will be sent by registered or certified mail, return receipt requested, or by prepaid telegram or nationally recognized express carrier, to Seller at 240 Food Center Drive, Bronx, New York 10474, within five (5) business days of such change.

9. Applicable Law, Jurisdiction and Venue: These terms and conditions of sale shall be governed by and construed in accordance with the laws of the State of New York without regard to New York's choice of law provisions. Customer and/or Guarantor(s) irrevocably submit(s) to the nonexclusive jurisdiction of any New York State or U.S. Federal Court located in New York County over any action or proceeding arising out of or in connection with these terms and conditions of sale or any matter that is the subject of these terms and conditions of sale, and Customer and/or Guarantor(s) hereby irrevocably agree(s) that all claims in respect of such action or proceeding may be held and determined in such New York State or Federal Court. Customer and/or Guarantor(s) agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. Customer and/or Guarantor(s) hereby waive(s), to the fullest extent permitted by law, any objection he, she, it or they may have to the laying of venue in New York County and any objection to any action or proceeding in New York County as the basis of an inconvenient forum or that the venue of the action or proceeding is improper. Customer and/or Guarantor(s) hereby further waive(s) personal service of process and consent(s) to process being served in any such actions or proceedings by mailing of copies thereof by certified or registered mail, return receipt requested, addressed to Customer and/or Guarantor(s) at the address of Customer and/or Guarantor(s) appearing on this invoice and agree(s) that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right of Seller to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Customer and/or Guarantor(s) in any other jurisdiction to enforce judgments or rulings of the aforementioned courts.

Any action or litigation commenced by Customer shall be brought against the specific Seller from which Customer purchased products.

10. Waiver of Jury Trial: CUSTOMER IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTER-CLAIM ARISING OUT OF OR RELATING TO THIS APPLICATION AND THE TERMS AND CONDITIONS AGREED TO HEREIN, INCLUDING ANY INVOICES AND DISTRIBUTOR AGREEMENTS OR DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY. CUSTOMER UNDERSTANDS AND AGREES THAT THIS WAIVER CONSTITUTES A WAIVER OF JURY TRIAL OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES THAT ARE NOT PARTIES TO THIS APPLICATION OR THESE TERMS AND CONDITIONS. THE CUSTOMER HEREBY REPRESENTS AND CERTIFIES THAT IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, IT MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY, AND NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE TO INDUCE THIS WAIVER OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

11. Perishable Agricultural Commodities Act and Trust: *Please Note: Seller asserts and will vigorously enforce all rights under the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499 (e)(c)) ("PACA") including the statutory trust arising under PACA. All invoices to Customer will be marked on their face as follows: "The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499 (e)(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received."*

12. UCC Security Interest: As collateral security for the full and timely payment by Customer to Seller of all now existing or hereafter arising amounts due for the products and performance in full of all the obligations of the Customer under these terms and conditions, the Customer hereby grants to Seller, a lien on and priority security interest in and to all of the right, title and interest of the Customer in, to and under all products, inventory, equipment and fixtures sold to Customer, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing, and a separate security interest in all other assets of Customer, including without limitation, all of Customer's now existing or hereafter arising or acquired from time to time, accounts, goods for sale, lease or other disposition which have given rise to accounts, and products, inventory, equipment, fixtures, and vehicles. The security interest granted under this provision constitutes a purchase money security interest under any Uniform Commercial Code (UCC). Customer authorizes Seller to file and perfect any and all statutory lien rights and any rights under indemnity or performance bonds at any time regardless of whether payment is due under the payment terms. Customer further authorizes Seller to prepare and file any UCC financing statements, amendments to UCC financing statements, and any other filings or recordings in all jurisdictions where Seller deems appropriate without Customer's signature and authorizes Seller to describe collateral in such financial statements in any manner as Seller determines appropriate.

13. Severability: If any term or provision of these terms and conditions is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these terms and conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.