MARX FOODSERVICE

MASTER CREDIT APPLICATION

This Master Credit Application, including terms of sale and credit agreement, applies to and binds the undersigned; all entities, trade names, and/or locations named herein; and all entities, trade names, and/or locations hereafter added and approved by addendum. Credit profiles with like information may be substituted for credit information, however, page 2 must still be read and signed.

COMPANY INFORMATION

Sales Rep: _____

Legal Name of Company: _____

☐ Corporation ☐ Partnership ☐ Limited Liability Company ☐ Sole Propietorship

Trade Name (dba): _____

Federal Tax I.D.: _____ # Years in Business: _____

Mailing Address: _____

Physical Address: _____

Phone: _____ Email: _____

Account Payable Contact: _____ Title: _____

Phone: _____ Email: _____

OFFICER INFORMATION

Officer 1 Name: _____ Officer 2 Name: _____

SS#: _____ SS#: _____

Title: _____ Title: _____

TRADE REFERENCES

Company Name 1: _____ Contact Name: _____

Phone: _____ Email: _____ Fax: _____

Company Name 2: _____ Contact Name: _____

Phone: _____ Email: _____ Fax: _____

Company Name 3: _____ Contact Name: _____

Phone: _____ Email: _____ Fax: _____

BANK INFORMATION

Bank Name: _____ Branch: _____ Account #: _____

Contact: _____ Email/Phone: _____ Fax: _____

AUTHORIZATION

I hereby authorize our references, listed above, or attached to this document, to release information necessary to assist in establishing a line of credit for purchases under credit sales terms as stated on page 2. I understand that any information collected will be kept confidential and used solely for the purpose of evaluating creditworthiness of applicant.

Signature: _____ Title: _____

Date: _____ Company Name: _____

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TERMS OF SALE AND CREDIT AGREEMENT:
Marx Companies, LLC (Marx Foodservice) and the undersigned (Customer) agree as follows:

1. These Terms of Sale govern all sales made by Marx Foodservice to Customer. The parties agree that the term "Customer" as used herein shall mean collectively all entities, trade names, and locations named in this master credit application; entities, trade names, and locations hereafter added by approved addendum; and the person signing this agreement. These Terms of Sale do not create any exclusive purchase or supply agreement between the parties, do not impose any minimum purchase or sale quantities, and do not create any ongoing relationship between the parties.

2. Customer agrees to accept delivery of all products that it orders from Marx Foodservice. Customer acknowledges that all products are subject to availability and that Marx Foodservice reserves the right to impose quantity limits on any order, to reject all or part of an order for any reason, and to discontinue products or services without notice.

3. Marx Foodservice will invoice Customer for each shipment delivered, and Marx Foodservice may combine multiple shipments on a single invoice in Marx Foodservice's discretion. Customer will pay each invoice no later than thirty (30) days after receipt. For any invoice that remains unpaid for over thirty (30) days after Customer's receipt, Customer will pay Marx Foodservice interest on the outstanding balance at the rate of one percent (1%) per month or the maximum rate permitted by law.

4. Customer is responsible for all shipping and handling charges, which are not, and will not be, included in any prices quoted by Marx Foodservice. Upon request, Marx Foodservice will provide nonbinding shipping charge estimates.

5. If Customer wishes to return products or receive a refund or credit, then Customer must make such request to Marx Foodservice within 48 hours after receipt of such products. Marx Foodservice, in its sole discretion, will decide whether to allow a return or refund. Customer will be responsible for all shipping charges for any return.

6. Customer and Marx Foodservice agree that they are both "merchants" under applicable law. Customer acknowledges that it has not expressed any particular purpose for which Customer intends to use the products ordered, and Customer further acknowledges that it is not relying on any sample, description, affirmation or promise made by Marx Foodservice concerning the products ordered. CUSTOMER HEREBY WAIVES ANY EXPRESS OR IMPLIED WARRANTY RELATING TO THE PRODUCTS.

7. Customer agrees that its remedies under these Terms of Sale are limited to a refund of the purchase price or a credit against future purchases, in Marx Foodservice's sole discretion, which remedies are sole and exclusive. Customer agrees that in no circumstances will Customer be entitled to any consequential or incidental damages, or to specific performance or replevin. CUSTOMER HEREBY WAIVES ANY RIGHT TO PUNITIVE DAMAGES TO THE EXTENT SUCH WAIVER IS PERMITTED BY LAW.

8. Customer authorizes Marx Foodservice at any time to obtain credit reports concerning Customer from credit reporting agencies, to obtain and verify banking and trade references, and to check Customer's credit ratings. Marx Foodservice will keep any such information confidential and will use such information for the exclusive purpose of evaluating the creditworthiness of Customer.

9. These Terms of Sale may only be modified by a writing signed by Marx Foodservice and Customer. A fax copy of these Terms of Sale will have the same legal effectiveness as an original. No waiver by either party of any breach of any provision will be deemed or construed as a waiver of any subsequent breach.

10. When Customer is a company, the person who signs this agreement on behalf of Customer agrees to be jointly and severally responsible for all obligations incurred as a result of purchases made after the date on these Terms of Sale.

11. The laws of the state of Washington, without regard to the conflict of law principles thereof, shall govern any dispute arising out of these Terms of Sale, the sale or shipment or any products from Marx Foodservice to Customer, or the business relationship between Marx Foodservice and Customer. In the event of any litigation between the parties, Marx Foodservice and Customer consent to exclusive venue in state or federal court located in Seattle, Washington, and both parties consent to personal jurisdiction in those courts.

12. In the event that Marx Foodservice is required to retain or consult legal counsel to recover from Customer any unpaid or overdue amount, Customer will reimburse Marx Foodservice for all costs and attorneys' fees incurred by Marx Foodservice to collect such amount, including any such costs or attorneys' fees paid in any resulting litigation.

Accepted and agreed to by: _____

Signature: _____ Print Name: _____

Company Name: _____ Title: _____

Date: _____

FOR INTERNAL USE ONLY

Received on: _____ By: _____ Completed on: _____