MARX FOODSERVICE

CREDIT CARD FORM

Sales Rep: _____

TERMS OF SALE:

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. These Terms of Sale do not create an 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 aresubject 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. Customer authorizes Marx Foodservice to charge the credit card number provided with these Terms of Sale. Marx Foodservice will charge the credit card on the date of product shipment or on a later date, at Marx Foodservice's discretion. For any charge that Marx Foodservice is unable to collect through Customer's credit card, Customer will pay such charge immediately upon notice from Marx Foodservice. If such charge remains unpaid for over five (5) days after Customer's receipt of notice, 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 in writing within 24 hours after receipt of such products. Marx Foodservice, in its sole discretion, will decide whether to allow a return or refund. Customer will send any such requests by fax to (732) 784-2045 or by email to sales@nafood.com. 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 NAMM to Customer, or the business relationship between NAMM and Customer. In the event of any litigation between the parties, NAMM 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 NAMM is required to retain or consult legal counsel to recover from Customer any unpaid or overdue amount, Customer will reimburse NAMM for all costs and attorneys' fees incurred by NAMM to collect such amount, including any such costs or attorneys' fees paid in any resulting litigation.

CUSTOMER'S INITIALS: _____

MARX FOODSERVICE

CREDIT CARD FORM

Restaurant/Establishment Name: _____

Cardholder Name: _____

Billing Address: _____

Shipping Address: ☐ Same as Billing _____

Credit Card: ☐ Visa ☐ AmEx ☐ MasterCard ☐ Discover

Card #: _____ Exp Date: _____ CVV2 Code: _____

I agree to these Terms of Sale, and I hereby authorize Marx Companies, LLC (Marx Foodservice) to use the above referenced credit card to pay for products purchased by the restaurant/establishment named above, as well as any shipping and handling charges associated with delivery of such products. The credit card listed above may be used to pay for any amounts owed by the restaurant/establishment to Marx Foodservice now or in the future, unless otherwise indicated in writing. I certify that the information on all pages of this application is accurate and complete.

Signature: _____

Print Name: _____

Company Name: _____

Title: _____

Date: _____

Please email, mail or fax to us:

144 Western Ave. W.
Seattle, WA 98119
sales@marxfoodservice.com

PO Box 540
Atlantic Highlands, NJ 07716
Fax: (732) 784-2045
sales@marxfoodservice.com