



Edward Don & Company

Account
Application

don.com | 800.777.4DON

PLEASE SELECT A LOCATION:

ILLINOIS

9801 Adam Don Parkway • Woodridge IL 60517
Phone 800.777.4366 • E-Fax 866.299.3038

GEORGIA

6255 Brook Hollow Suite 700 • Norcross, GA 30071
Phone 800.627.0131 • E-Fax 866.528.4577

TEXAS

3501 Plano Parkway • The Colony, TX 75056
Phone 800.388.4366 • E-Fax 866.528.4881

NEW JERSEY

84 Stemmers Lane • Westampton, NJ 08060
Phone 800.688.4366 • E-Fax 866.528.4577

FLORIDA

11500 Miramar Parkway • Miramar, FL 33025
Phone 800.477.4366 • E-Fax 866.265.6998

CALIFORNIA

11145 Inland Avenue • Mira Loma, CA 91752
Phone 800.777.4366 • E-Fax 866.299.3038

WASHINGTON

521 8th Street SW, Suite A • Auburn, WA 98001
Phone 800.777.4366 • E-Fax 866.299.3038





Edward Don & Company

Your DON Sales Representative _____

Sales # _____

BILL TO ADDRESS

Legal Name of Firm ("Applicant") _____

Trade Style (DBA) _____

Mailing Address _____

City _____ ST _____ Zip _____

Phone _____ Fax _____

Cell Phone# _____

A/ P Contact Person _____

E-mail Address _____

Business Ownership: Proprietorship Partnership
 Corporation LP or LLP LLC

State & Date of Legal Form _____

How Long In Business Under Current Ownership?

Years _____ Months _____

Federal Tax ID # _____

NAMES OF OWNERS, PARTNERS, OR OFFICERS

Name _____

Title _____

Home Address _____

City _____ ST _____ Zip _____

Home Phone _____

Name _____

Title _____

Home Address _____

City _____ ST _____ Zip _____

Home Phone _____

Name _____

Title _____

Home Address _____

City _____ ST _____ Zip _____

Home Phone _____

Please list any related companies in which the above individuals are owners/partners/officers.

If none, check here

Business Name _____

City _____ ST _____

Does above do business with DON? Yes No

List any additional Business _____

WWW.DON.COM — CUSTOMER SIGN-UP

Would you like free access to DON.com - DON's proprietary web site, which will allow you to place orders, search items, view images, and verify your payables? If so, please fill out the following information for the person that would be the main user of the web site and receive all marketing publications.

Mail To Name _____

Mail To Address _____

City _____ ST _____ Zip _____

SHIP TO ADDRESS

Business Name _____

Street Address _____

City _____ ST _____ Zip _____

Phone _____ Contact _____

LOCATION OWNED—Name of Mortgage Holder

Rented—Landlord Name _____

Landlord Phone _____

Do you require a PO# on all orders and invoices? Yes No

Do you want us to email you a monthly statement of account?

Yes No Email Address _____

Is there other information needed on your invoice(s) to help you process your invoice for payment? If so, or a unique invoice email address, please provide:

Are you a Group Purchasing Organization (GPO) member? If so, name of group: _____

BANK REFERENCES

Name of Bank _____

Phone _____

Address _____

City _____ ST _____ Zip _____

Checking # _____

Loan# _____

Name of Bank Officer

Name of Bank _____

Phone _____

Address _____

City _____ ST _____ Zip _____

Checking # _____

Loan# _____

Name of Bank Officer

TRADE REFERENCES (Please provide Foodservice Industry suppliers if applicable)

(1) Supplier Name _____ Acct# _____ Phone _____

(2) Supplier Name _____ Acct# _____ Phone _____

Estimated monthly purchase from DON? _____

If monthly purchases will exceed \$25,000 please attach your most recent financial statement.

Mail To Name _____

Mail To Address _____

City _____ ST _____ Zip _____

E-mail Address _____

(By listing your email address, you have opted-in to receive e-mail from DON regarding future offers and communications.)

Contact Phone _____

TERMS & CONDITIONS OF SALE

The Applicant is authorized to make this Application for credit and certifies that he/she has read and agrees to all terms and conditions stated herein. The undersigned on behalf of Applicant hereby agrees:

1. Upon approval of this Application, DON in its sole discretion, and notwithstanding any request of Applicant, may assign Applicant a maximum credit line and shall have the right to increase, decrease or terminate Applicant's credit privileges under this Application at any time and without notice to Applicant, except as otherwise required by law.
2. Payment of the purchase price for goods and/or services acquired from DON shall be made pursuant to the terms set forth on each invoice, and Applicant agrees to pay all charges according to the payment terms established in said invoice. The entire outstanding balance due to DON on all invoices shall become due in full immediately upon default in the payment of any invoice.
3. To pay a service charge of the lesser of 18% percent per annum (payable monthly) or the maximum rate allowed under applicable state law on unpaid past due balances.
4. To pay a service charge of \$25 for each check returned by Applicant's bank; provided that such charge does not violate any laws of the applicable jurisdiction.
5. To pay all costs of collection, including attorney's fees, incurred by DON in trying to collect any amounts owed DON by Applicant.
6. DON takes no responsibility for material returned without proper authorization. Where DON gives shipping instructions for returning goods, they shall be carefully followed so that credit may be issued promptly. Custom & Special order material returned with DON's authorization, and in good condition, within 30 days of purchase will be credited at sales price less a 30% restocking charge and/or any applicable charges from the manufacturer.
7. To secure the full and timely payment by Applicant to DON of all now existing and hereafter arising amounts due DON, Applicant hereby grants to DON a priority security interest and lien in and to all goods, inventory, equipment and fixtures sold to Applicant by DON from time to time, together with an additional security interest in and all other assets of Applicant, including, without limitation, all of Applicant's now existing or owned or hereafter arising or acquired (a) accounts; (b) goods for sale, lease or other disposition by Applicant which have given rise to accounts and have been returned to or repossessed or stopped in transit by Applicant; (c) chattel paper, electronic chattel Paper, tangible chattel paper, documents of title, instruments, documents, general intangibles, payment intangibles, letter of credit rights, letters of credit and supporting obligations; (d) goods, including, without limitation, inventory, equipment, fixtures and vehicles; (e) investment property; (f) deposits, cash and cash equivalents and any property of Applicant now or hereafter in the possession, custody or control of DON;

(g) deposit accounts held with any depository institution; (h) all other personal property of Applicant of any kind or nature; and (i) all commercial tort claims and all cash and non-cash proceeds of all of the foregoing property, but not limited to, proceeds of all insurance policies insuring the foregoing. Applicant hereby authorizes DON to file and perfect any and all statutory lien rights and any rights under indemnity or performance bonds with respect to the sale of equipment at any time regardless of whether payment is due to DON under DON's payment terms with Applicant. Applicant hereby authorizes DON to prepare and file any Uniform Commercial Code ("UCC") financing statements, amendments to UCC financing statements and any other filings or recordings in all jurisdictions where DON determines appropriate.

8. To immediately notify DON of any sale of a significant portion of the assets or capital stock of Applicant.
9. To neither order nor accept goods from DON while Applicant is insolvent within the meaning of Section 1-201(23) of the UCC. Every order placed, or delivery accepted, while Applicant is insolvent shall constitute a written misrepresentation of solvency to DON within the meaning of Section 2-702(2) of the UCC.
10. To venue in a court of appropriate jurisdiction in the same county or venue where DON maintains an office; the county and state of DON's domestic registered agent, that being Cook County, Illinois; or, at the sole option of DON, in a county and state where applicant does business. Applicant waives any right it may have to change the venue of any litigation brought against it by DON and further waives any right to trial by Jury.
11. That a faxed copy of this account application and all signatures can be considered the original.
12. **If this Application is not approved in full or if any other adverse action is taken with respect to Applicant's credit with DON, Applicant has the right to request within 60 days of DON's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request.** The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided that the applicant has the capacity to enter into a binding contract); or because all or part of the applicant's income derives from any public assistance programs; 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, Washington, D.C.
13. That DON shall not be responsible for any product nonconformity as to quantity, quality or price unless noted on the original delivery receipt at time of delivery or unless DON is notified in writing of any such nonconformity within three (3) days of delivery.

The information in this application and in all other information submitted in connection herewith is for the purpose of obtaining credit and is represented by Applicant and Guarantor(s) to be complete, true, and correct. The undersigned acknowledges that they have the authority to bind the applicant to the Terms and Conditions of Sale. Applicant also authorizes Edward Don & Company ("DON") to verify credit references and investigate all other matters pertaining to Applicant's or Guarantor's credit worthiness.

No deletion or modification of any of the terms and conditions hereof shall be effective or binding upon Edward Don & Company without the express written consent of a corporate officer of said Edward Don & Company.

Signature _____
Title _____

Print Name _____
Date _____

ADDITIONAL LOCATIONS

If you would like to apply this signed Terms Agreement to cover all current and/or future locations under the same Legal Entity in lieu of submitting a DON credit application for each location, please sign below and provide a listing of all locations; D.B.A., addresses and contact information.

Legal Entity Name _____ Sign _____ Date _____

INDIVIDUAL PERSONAL GUARANTY

The undersigned, having a financial interest in, and benefitting from the extension of credit to Applicant and to induce Edward Don & Company ("DON") to extend credit to said Applicant, individually and jointly if this Guaranty is signed by more than one, unconditionally guarantee the prompt payment and performance when due of any indebtedness or obligation owed by Applicant to DON. Notwithstanding anything to the contrary, the "Terms and Conditions of Sale" of this application to which this Guaranty relates are incorporated by reference into this Guaranty and I (we) agree to be bound by the terms herein.

I (we) do sign this Guaranty as an individual and not in any representative capacity.

The undersigned waives all diligence of DON in the collection of any indebtedness, notice of any extension of credit, or presentment, demand, protest or notice of non-payment of indebtedness of applicant; notice of default by applicant; notice to, or making any claim or demand hereunder upon guarantor; all defenses, offsets and counterclaims of guarantor of debtor.

Guarantor's Signature _____ Date _____

Social Security Number _____ Witness _____

Date of birth _____ Driver License Number _____ State _____

Guarantor's Signature _____ Date _____

Social Security Number _____ Witness _____

Date of birth _____ Driver License Number _____ State _____

We thank you for completing and signing this application. We look forward to serving your equipment and supply needs.

CUSTOMER TAX POLICY

The Applicant acknowledges an understanding of the following policy:

Each customer that claims an exemption from sales tax will provide a valid exemption document prior to shipping. Edward Don & Company, LLC and its Subsidiaries will charge sales tax on all products, where applicable, until it receives a completed, valid tax exemption form or letter of exemption. To be valid, the form submitted must be complete and signed and applicable to the appropriate State and/or Local taxing authority.

When the exemption documents are supplied to Edward Don & Company, LLC and its Subsidiaries, the tax status of your account can be revised. However, tax charged up until that date will not be refunded. It is the responsibility of the customer to file any refund claims directly with the appropriate tax authority.

BY SIGNING THE ACCOUNT APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS OF THIS POLICY.



Edward Don & Company

Please complete bank release for credit reference.

Bank: _____

Account Number: _____

I authorize you to release my banking information to Edward Don & Company for the purpose of a credit reference.

Signature _____ Date _____

Title _____

Business Name _____

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