



Customer Account Application



Best at Fresh

3255 St. Johns Road, Lima, OH 45804
800-451-FOOD

Directons: Please print or type. Fill in all spaces and complete by signing where indicated. The party signing must be an officer, partner, member or owner of your organization (customer). Your answers to all questions will enable us to process your application.

Legal Entity:				
<input type="checkbox"/> Corporation	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Liability Company		
<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Limited Partnership		
_____ () _____ ()				
Legal Owner/Entity Name	Telephone No.	Fax No.	E-Mail Address	
_____		_____		
Legal Owner/Entity Address	City/State	Zip Code		
_____ () _____ ()				
Trade Name (DBA)	Telephone No.	Fax No.	E-Mail Address	
_____		_____		
Delivery Address	City/State	Zip Code	Country	
_____		_____		
Billing Address (If different from delivery address)	City/State	Zip Code	Country	
_____		_____		
Original date opened for business: _____		Date current owners took over: _____		
Primary Bank: _____		() _____		
Name of Bank	Account No.	City/State	Phone No.	Bank Contact

Owners Information: please provide the following for all owners – use additional sheet as needed			
_____		_____	
Name	Title		
_____		_____	
Home Address	City/State	Zip Code	Phone No.
_____		_____	
Social Security No.	Driver's License No.		
_____		_____	
Signature	Date		
_____		_____	

Terms Requested:	<input type="checkbox"/> P.O.D.	<input type="checkbox"/> Weekly	<input type="checkbox"/> Other _____	Avg. Weekly Purchases: \$ _____
	(What you expect to purchase)			
Payment Method:	<input type="checkbox"/> Cash	<input type="checkbox"/> Check	<input type="checkbox"/> Powell Account	
Trade References: 1.)	_____			
	Business Name	Contact Name	Phone No.	
2.)	_____			
	Business Name	Contact Name	Phone No.	
3.)	_____			
	Business Name	Contact Name	Phone No.	

Tax Exemption Status: Resale Only?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Resale Tax ID No.: _____
		(A copy of your Tax Certificate and/or Letter is required)
Tax Exempt/Governmental (All Sales)	<input type="checkbox"/> Yes <input type="checkbox"/> No	Tax Exempt No.: _____
		(A copy of your Tax Certificate and/or Letter is required)

TERMS AND CONDITIONS

This Customer Account Application is made to The Powell Company Ltd. (hereinafter referred to as Powell), which also conducts business as Rightway Food Service, to extend credit accommodations to the applicant and in accordance with terms below.

1. DELIVERIES WILL BE C.O.D. UNTIL CREDIT TERMS HAVE BEEN APPROVED. All prices quoted or billed are cash prices, and do not include credit terms. The credit terms agreed to by Customer herein will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of a default, Customer agrees to pay to The Powell Company LTD (Powell) or its assigns as an element of damages, all expenses for collection including actual attorney fees.
2. Powell disclaims all express or implied warranties with regard to any goods provided that are not Powell branded goods and all implied warranties with regard to Powell branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. If any goods provided are defective the Customer's remedy, in the sole discretion of Powell, shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes, of any such goods. In no event shall Powell be liable for incidental or consequential damages arising from alleged defects. Customer agrees that any action or suit against Powell arising out of the sale of goods or services must be brought within 180 days of time of delivery or the event giving rise to the claims, whichever is earlier, or be forever barred, and Customer waives any limitation periods to the contrary.
3. If Applicant ceases doing business with Powell for any reason, Applicant will immediately purchase from Powell remaining proprietary/special order items purchased for Applicant in Powell's inventory.
4. Applicant expressly agrees that Powell shall not be responsible for any product nonconformity as to quantity, quality or price unless noted on the original delivery receipt at the time of delivery or unless Powell is notified in writing of any such nonconformity within three (3) days of delivery.
5. Powell may assign and/or sell any accounts receivable or indebtedness owed by a Customer to Powell and, in the event of such assignment and/or sale (or any subsequent assignment or sale) Customer waives, as against any transferee, assignee or pledgee, all claims, defenses and counterclaims of every kind and description that Customer may have against Powell. Further, Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with Powell.
6. The information provided in this Agreement is given for purposes of establishing an account with Powell. The Customer, Customer's principals and any Guarantors that sign this Agreement ("Signators") authorize Powell to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. If credit is extended, Signators authorize Powell to obtain additional Reports from time to time. Signators authorize Powell to obtain and use Reports to the fullest extent permitted by Federal and State law.
7. If this Application is not approved in full or if any other adverse action is taken with respect to Customer's credit with Powell, Customer has the right to request within sixty (60) days of Powell's notification of such adverse action, a statement of specific reason for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity 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); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission, Washington, DC 20580.
8. If any check or draft payable to Powell is dishonored for any reason, Powell may represent the check for payment. For each dishonored check received, whether or not subsequently honored, Customer agrees to pay Powell \$25 or the maximum amount permitted by State law, whichever is higher. THE SIGNOR INDIVIDUALLY AND NOT IN REPRESENTATIVE CAPACITY SHALL BE RESPONSIBLE FOR ALL UNPAID CHECKS or any checks dishonored or unpaid for any reason. AUTHORIZATION OF ELECTRONIC FUND TRANSFER: The Customer agrees that Powell may initiate a CCD (Cash Concentration or Disbursement) to electronically transfer funds from the account upon which each dishonored check is drawn for the face amount of each dishonored check and a returned check fee. The returned check fee shall not exceed the amount specified in the foregoing paragraph. The Customer understands that the origination of such electronic fund transfer funds from the account upon which each dishonored check is drawn for the face amount of each dishonored check and a returned check fee. The returned check fee shall not exceed the amount specified in the foregoing paragraph. The Customer understands that the origination of such electronic fund transfer must comply with the provision of U.S. law. The Customer further agrees to be bound by the National Automated Clearing House Association Rules as then in effect. This authorization may only be revoked by written notice to the address set forth above.
9. The Agreement shall be binding upon and inure to the benefits of Powell and the Customer and their respective heirs, executors, administrators, legal representatives, successors, agents and assigns. The Customer agrees to notify Powell, in writing, by regular mail at 3255 St. Johns Rd. P.O. Box 1317 Lima, OH 45802 of any change of ownership and further agrees to be liable for all purchases should the Customer fail to comply with said notification. All terms extended to Customer are subject to change and can be amended at the sole discretion of Powell, at any time. This agreement does not create any obligation on the part of Powell to provide goods to the Customer on credit or otherwise, and Powell, in its sole discretion, may terminate the Customer at any time.
10. Customer irrevocably agrees that, subject to Powell's sole discretion to the extent permitted by law, all actions or proceedings arising out of, from, or related to this Agreement shall be litigated in courts having their location in Allen County, Ohio unless Powell selects a different forum. Customer consents and submits to the personal jurisdiction of any such court. To the extent permitted by applicable law, Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against Customer and hereby waive trial by jury.

Authorized Agent (Printed Name & Title)

Signature and Date

PERSONAL GUARANTEE

The undersigned unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to Powell Company or any subsequent assignee and/or transferee ("Creditor") whether or not contemplated at the time of execution of the Guaranty. All demands, presentments, notice of protest and of dishonor, and all other notices of any kind of nature of customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor waives the right to require Creditor to first proceed against Customer or any other party. Guarantor waives the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the customer or any other party and without proceeding against or applying any security it may hold. Guarantor further waives notice of acceptance of this guaranty and consents to all changes of terms, extensions of credit, and any extension of forbearance by Creditor. Guarantor agrees to pay Creditor actual attorney fees and all other costs incurred in the collection of any indebtedness owned by Customer. Until such time Creditor receives payment in full of all indebtedness owed by Customer to Creditor, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have now or in the future against Customer to recover any monies that are recovered from Guarantors under the guaranty. Guarantor consents to the use of non-business consumer credit reports on the Guarantor in order to further evaluate credit worthiness in connection with the extension of credit to Customer. Guarantor authorizes Creditor to obtain a consumer credit report on the guarantor from time-to-time to use to the fullest extent permitted by Federal and State law. All actions or proceedings brought against any Guarantor shall be litigated in courts having their location in Allen County, Ohio unless Creditor selects a different forum. Guarantor consents and submits to the personal jurisdiction of any such court. To the extent permitted by law, Guarantor waives the right to transfer or change venue of any litigation and waives the right to trial by jury. USE OF A CORPORATE TITLE SHALL IN NOW WAY LIMIT THE PERSONAL LIABILITY OF THE SIGNATORY.

Signature

Printed Name

Date

Signature

Printed Name

Date



Best at Fresh