



Delivering Southern Hospitality Since 1925

www.cheneybrothers.com

Thank you for your interest in becoming a customer of Cheney Brothers, Inc.

The following pages are for opening an account, information for payment, and instructions on how to obtain credit terms at Cheney Brothers.

Please find the following:

- New account application form
- Florida Department of Revenue form
- Wire instructions for payment
- Letter of Credit instructions

In order to purchase from Cheney Brothers, a new account form must be filled out completely, including but not limited to:

- Complete Legal and trade name and address, phone, and email.
- Owner, Director, or Management name, home address, home phone, date of birth, Social Security (US residence), and copy of passport.
- Name and signature of person submitting the passport after PAYMENT TERMS.
- The Florida Department of Revenue must be signed to avoid Sales tax

If customer is requesting credit terms, credit terms will be considered upon receipt of the following:

- In order to receive credit terms, the personal guarantee must be signed by person submitting the passport in the new account application form.
- Credit terms will be given upon receipt of Letter of Credit from Bank for the amount of credit desired. Letter of Credit must come from a qualified bank and worded with instructions as shown in the Letter of Credit Instructions.
- Credit terms will be considered upon receipt of a copy of three invoices from different suppliers within the United States from the last 60 days, showing the credit terms received and the total amount of the invoice.

Thank you for the opportunity to be of service to your company.

Gene Allison
Cheney Brothers, Inc.
Vice President International Sales

ONE CHENEY WAY
RIVIERA BEACH, FL USA 33404-7000
W.P.B. 561-845-4700
WATS 800-432-1341

CHENEY BROTHERS, INC.

NEW ACCOUNT / CREDIT APPLICATION FORM FOR INTERNATIONAL SALES ACCOUNTS ONLY

Direct Contact: Gene Allison
Phone: (561)845-4718
(561)684-7993
Email: genea@cheneybrothers.com



* incomplete application may not be processed

Legal Business Name	Trade Name (d/b/a)
Address Street	City State Country Zip
Phone No (including country code) ()	Fax No (including country code) ()
Email address	

BUSINESS FACTS

Proprietorship Corporation Partnership Limited Liability Company Other

Length of time in business _____ At present location _____

ACCOUNTING INFORMATION

Accounts Payable Contact _____ Phone No. (include country code) _____

OWNERSHIP

Complete the following information for two corporate officers, partners, or an individual proprietor (add additional sheets if necessary)

Name and Title	Name and Title		
Home Address	Home Address		
City /State/Country/Zip	City /State/Country/Zip		
Home Phone (include country code)	Business Phone (include country code)	Home Phone (include country code)	Business Phone (include country code)
Passport Number	Date of Birth	Passport Number	Date of Birth

BANKING

1. Name	2. Name
Address (including City, State and Country)	Address (including City, State and Country)
Account #	Account #
Phone # (including country code)	Phone # (including country code)
Person to Contact	Person to Contact
Years with Bank	Years with Bank

TRADE REFERENCES (Preferably Food Distributors and preferably in United States)

1. Name	3. Name
Phone # (including country code)	Phone # (including country code)
2. Name	4. Name
Phone # (including country code)	Phone # (including country code)

✦ **Please attach an invoice for a transaction in last sixty (60) days for each trade reference.**

TERMS AND CONDITIONS

Parties hereby agree that all purchases made are subject to the following terms and conditions:

- The undersigned Purchaser hereby agrees that all amounts due for goods and services purchased from Cheney Bros., Inc. d/b/a Cheney Brothers, Inc. ("Cheney Brothers") are payable at the address shown on the invoice and statement. In the event of any change in Purchaser name, location, authorized agents, or ownership, Cheney Brothers must be notified in writing. Any change may require a new New Account and Credit Application. Failure to do so will result in prior owners remaining jointly and severally liable for any new ownership or unauthorized debts. Purchaser and Guarantor agree to supplement credit information upon request.
- If any amount due Cheney Brothers is not paid in accordance with the credit terms extended by Cheney Brothers, a delinquency charge in the amount of 1 1/2% per month, or any higher amount as permitted by Florida law, on the unpaid balance, shall be

CHENEY BROTHERS, INC.
NEW ACCOUNT / CREDIT APPLICATION FORM
FOR INTERNATIONAL SALES ACCOUNTS ONLY

added to the total amount due. Additionally, any attorneys' fees and costs, including but not limited to costs and fees of in-house counsel or outside counsel, incurred in connection with efforts to collect any sums due, shall be added to the total amount due. Any attorneys' fees and costs shall include costs and attorneys' fees pre-litigation, at the trial level, on appeal, or in any bankruptcy or other proceeding. Purchaser agrees and acknowledges that any delay by Cheney Brothers in demanding payment or its acceptance of any partial payment shall not be deemed a waiver of any of Cheney Brothers' rights. Venue for all actions arising out of or relating to this credit application or the transactions contemplated herein shall be exclusively in Palm Beach County, Florida or such other venue chosen by Cheney Brothers, in its sole and absolute discretion. All transactions and agreements between the parties shall be governed by and interpreted in accordance with the laws of the State of Florida without regard to conflicts of law. Purchaser and Guarantor submit to personal jurisdiction in the State of Florida with respect to any and all matters arising out of or relating to this application and any dealings with Cheney Brothers. Purchaser and Guarantors further agrees that valid service of process or any other papers may be effected on them via mail or through service on the Florida Secretary of State.

3. The undersigned Purchaser agrees, pursuant to Florida Statute, Section 68.065, to pay Cheney Brothers the greater of (a) 5% of the face value of the check or other payment instrument which is protested, returned, deemed worthless, or otherwise dishonored due to a lack of funds, lack of credit, lack of an account, or which is stopped; or (b) the service charges specified in Florida Statute, Section 68.065 (2). Additionally, Purchaser agrees to pay the above sum(s) plus three (3) times the amount of the face value of such check or payment instrument along with any court or other costs and reasonable attorneys' fees, including but not limited to in-house attorneys' fees, in any action or efforts to recover the sums set forth herein.
4. In the event that a guarantee is executed, then all so executing shall be jointly and severally liable with each other and the Purchaser and relevant words herein shall be read as if referring to both the Purchaser and the Guarantor(s) in the plural.
5. The parties hereby acknowledge that the goods and/or services purchased from Cheney Brothers are not payable in installments, but are payable in full as stated herein. Ownership of the goods and services does not transfer to Purchaser until paid in full, unless otherwise stated. At any time prior thereto, Cheney Brothers reserves the right to confiscate such goods or cease such services in the event Purchaser fails to meet its payment obligations. Unless otherwise agreed in writing, any products or equipment leased or loaned to Purchaser must be returned within seventy-two (72) hours or Purchaser will be billed for cost of same at the full retail price of said products or equipment. Purchaser acknowledges that the goods and products purchased from Cheney Brothers may be subject to the Perishable Agricultural Commodities Act and that Cheney Brothers shall be entitled to all rights associated therewith, including, without limitation, status as a priority creditor in any relevant proceeding.
6. The undersigned Purchaser and Guarantor(s) hereby authorize(s) you to verify the information on this form, which is being requested by Cheney Brothers to establish credit with it. Specific Authorization is given to both the bank and trade references listed to disclose all account information for the specified accounts. Cheney Brothers is further authorized to conduct a credit check through Equifax or other credit-reporting agency on the Purchaser, Guarantor(s) and each individual officer, owners, partner or proprietor identified herein. Each such individual/party agrees to submit a copy of his/her driver's license, passport, or photo ID and any other identifying information requested as identification for this purpose. This form may be transmitted to any of the parties noted as proof of authorization. Cheney Brothers does not guarantee that Purchaser will be granted any terms of credit. Granting and the continued extension of credit terms, if any, is solely in Cheney Brothers' discretion.
7. If purchase or payment is permitted to be made by credit card (requires separate authorization and form), Purchaser/cardholder waives all right to dispute or protest any and all such charges with its credit card company or bank. Charges, once made, are final and may only be disputed directly with Cheney Brothers.
8. Unless otherwise agreed in writing, upon closure of account, payment of all outstanding balances is due within seventy-two (72) hours.
9. Cheney Brothers may assign any and all of its rights and obligations herein to its affiliates as well as its successors and assigns. Purchaser may not assign any of its rights or obligations hereunder without written consent of Cheney Brothers.

PAYMENT TERMS

The undersigned hereby agrees that payment terms are as specified on invoice unless otherwise agreed by the parties and memorialized in writing.

Date	Sales Representative (Signature)	Number
X		
Officer, Owner or Partner (Signature)	Sales Manager (Signature)	
Type or Print Name	Title	

INDIVIDUAL PERSONAL GUARANTEE REQUIRED FOR CREDIT TERMS

I, _____ (type or print name), residing at _____ for and in consideration of your extending credit at my request to _____ (Name of Company/"purchaser") of which I am _____ hereby personally guarantee to Cheney Brothers Inc. payment of any obligation of the purchaser and I hereby agree to bind myself to pay on demand any sum which may become due to Cheney Brothers Inc., by the purchaser whenever the purchaser shall fail to pay the same. It is understood that this guarantee shall be a continuing and irrevocable indemnity for such indebtedness of the purchaser. I do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed and to all renewals of extension of credit. This guarantee extends to all obligations of purchaser, including but not limited to, purchaser's obligation to pay service charges and potentially treble damages, attorneys' fees and costs associated with any collection activities (either by referral to collection company or attorney).

GUARANTOR'S SIGNATURE	DATE	WITNESS SIGNATURE	DATE
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NONRESIDENT DEALER STATEMENT

Pursuant to § 212.06(5)(b)1., *Florida Statutes*

Selling Dealer’s Name: Cheney Bros., Inc. d/b/a Cheney Brothers, Inc.

Selling Dealer’s Address: One Cheney Way, Riviera Beach, Florida 33404

Nonresident Dealer’s Name: _____
(Please Print Name)

Nonresident Dealer’s Address: _____
(Please Print Name)

Nonresident Home State Sales Tax Number: _____

Passport or Visa Number: _____¹

Arrival-Departure Card Number: _____²

Nonresident Dealer’s Evidence of Authority to do Business in Home State: _____³
(i.e. Occupational license number)

I certify that (a) I am authorized to execute this statement on behalf of the Nonresident Dealer identified above (the “Nonresident Dealer”); (b) all of the information referenced above is true and correct; (c) that the Nonresident Dealer does not hold a Florida sales tax registration; and (d) that all of the tangible personal property (including all materials, merchandise, equipment, and/or goods) purchased from Cheney Bros., Inc. d/b/a Cheney Brothers, Inc. by Nonresident Dealer will be transported outside of the State of Florida by the Nonresident Dealer for resale and for no other purpose.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief.

Acknowledged and Agreed:

(Print Nonresident Dealer/Customer Name)

(Signature)

By: _____
(Name of signatory)

Its: _____
(Title of signatory)

Date: _____

¹ For nonresident dealers who are not residents of the United States.
² For nonresident dealers who are not residents of the United States.
³ Pursuant to § 212.06(5)(b)1., all nonresident dealers must provide Cheney Brothers, Inc. with “evidence of authority to do business in the nonresident dealer’s home state or country, such as his or her business name and address, occupational license number, if applicable, or any other suitable requirement.”



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WIRE INSTRUCTIONS FOR CHENEY BROTHERS

Wells Fargo Bank

420 Montgomery St.

San Francisco, CA 94104

Phone: 1-800-522-4045

ABA# 121000248

Swift Code: WFBIUS6S

Beneficiary: Wells Fargo Bank

Account# 2687905807046

For further credit to: Cheney Brothers, Inc.

One Cheney Way

Riviera Beach, Fl. 33404



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LETTER OF CREDITS

For those customers that want credit, then the customer can get credit terms by offering security in the form of a letter of credit from a bank. Then we will give them credit terms. If they pay according to the credit terms, then we will not use or execute on the letter of credit. However if they do not pay according to the terms they were given, then we will file a claim against the letter of credit to get paid. Below is an example of the wording that we require.

The following information must be submitted from the applicant to his issuing bank.

IRREVOCABLE STAND BY LETTER OF CREDIT

AMOUNT: \$\$\$\$\$\$\$\$\$

BENEFICIARY:

CHENEY BROTHERS, INC

ONE CHENEY WAY

RIVIERA BEACH, FL 33404

WIRE TRANSFER: Wells Fargo Bank
12 East 49 Street
MCJ0109-431
New York, NY 10017

ACCOUNT NUMBER 2687905807046

ABA NUMBER 121000248

SWIFT CODE: WFBIUS6S

FIN NUMBER: 591003104

DOCUMENTS TO BE PRESENTED:

COPY(S) OF UNPAID INVOICE (S) NOT PAID WITHIN 60 DAYS FROM

DATE OF INVOICE