



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
FAX 561-684-7918

CHENEY BROTHERS, INC.

NEW ACCOUNT / CREDIT APPLICATION FORM FOR INTERNATIONAL SALES ACCOUNTS ONLY



Direct Contact: Gene Allison
Phone: (561)845-4718
FAX: (561)845-4719
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

Type of Business Establishment

☐ Distributor ☐ Resort/Hotel ☐ Franchise ☐ Restaurant ☐ Supermarket ☐ Re-exporter

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
Driver License No.(copy of DL and Passport - REQUIRED)		Driver License No.(copy of DL and Passport- REQUIRED)	

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	4. Name
Phone # (including country code)	Phone # (including country code)
2. Name	5. Name
Phone # (including country code)	Phone # (including country code)
3. Name	6. 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:

- 1. The undersigned purchaser hereby agrees that all amounts due for goods and services purchased from Cheney Brothers, Inc. are payable at the address shown on the invoice and statement.
- 2. The undersigned purchaser hereby agrees that all amounts due Cheney Brothers, Inc. are payable 7 days from the date of statement. If any amount due Cheney Brothers, Inc. is not paid within said period, a delinquency charge in the amount of 1 1/2% per month on the unpaid balance, as governed by the State of Florida, shall be added to the total amount due.
- 3. The undersigned purchaser agrees to pay Cheney Brothers, Inc. a service charge of the greater amount of \$40.00 or 5% of the check balance for all protested checks returned by their bank. Purchaser further agrees to pay the above service charges plus three times the amount of the face value of the check, all attorneys' fees and costs, and any other amounts authorized by law should account be referred to a collection agency or an attorney for collection.
- 4. The undersigned purchaser agrees to pay in accordance herewith. 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 the plural.
- 5. The parties hereby acknowledge that the goods and/or services purchased from Cheney Brothers, Inc. 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. At anytime prior thereto, Cheney Brothers, Inc. reserves the right to confiscate such goods or cease such services in the event purchaser fails to meet its payment obligations.
- 6. The undersigned hereby authorizes you to verify the information on this form, which is being requested by Cheney Brothers, Inc. to establish credit with their company. Specific Authorization is given to both the bank and trade references listed to disclose all account information for the specified accounts. Cheney Brothers, Inc. is further authorized to conduct a credit check through Equifax or other credit-reporting agency on the purchaser 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 and/or photo ID as identification for this purpose. This form may be transmitted to any of the parties noted as proof of authorization.
- 7. If purchase or payment is permitted to 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, Inc.
- 8. Purchaser and guarantor (if applicable) agree to provide supplemental credit information upon request.
- 9. In the event payment is late by thirty (30) days or more, Cheney Brothers, Inc. may immediately obtain a final consent judgment against undersigned purchaser and Guarantor (hereinafter collectively "Debtors") for all monies due plus attorneys' fees and costs. The final consent judgment, at Cheney Brothers, Inc.'s sole discretion, may be obtained against any one, all, or a combination of the Debtors, individually or jointly and severally. Debtors agree that the final consent judgment attaches to and serves as a lien on all real and personal property of Debtors without limitation.
- 10. The parties agree that jurisdiction and venue for entry of the final consent judgment, enforcement of this Agreement, and any related legal action shall be in the state courts in Palm Beach County, Florida, USA. Any dispute shall be governed by Florida law. The parties further agree that valid service of process or any other papers may be obtained via mail or through the Florida Secretary of State. The parties further agree that any judgment against Debtors may be executed upon, enforced, and/or recorded, at Cheney Brothers, Inc's sole option, in any venue where Debtors have assets or property. Debtors agree that any and all judgments against them obtained hereunder attach and serve as liens on all real and personal property of the Debtors without limitation.

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
PLEASE OBTAIN A COPY OF RESALE CERTIFICATE			

Florida Department of Revenue, Sales Tax Division

PURCHASER:

CUSTOMER #:

ADDRESS:

This is to certify that all material, merchandise or goods purchased by the undersigned from

CHENEY BROTHERS, INC.

is purchased for the following purpose:

Notwithstanding the provisions of paragraph (a), it is not the intention of this chapter to levy a tax on the sale of tangible personal property to a nonresident dealer who does not hold a Florida sales tax registration, provided such nonresident dealer furnishes the seller a statement declaring that the tangible personal property will be transported outside this state by the nonresident dealer for resale and for no other purpose.

The statement shall include, but not be limited to, the nonresident dealer for resale and for no other purpose.

The statement shall include, but not be limited to, the nonresident dealer's name, address, applicable passport or visa number, arrival-departure card number, and 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.

The statement shall be signed by the nonresident dealer and shall include the following sentence: "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."

BY:

(Signature)

PRINTED NAME:

(PASSPORT OR VISA OR ARRIVAL-DEPARTURE CARD OR
OCCUPATIONAL LICENSE NUMBER)

DATE:



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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