

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 \_\_\_\_\_)

Paperless Invoice Yes / No

If Yes, Provide Up to 2 E-Mail Addresses: (Primary) \_\_\_\_\_ (Secondary) \_\_\_\_\_

### 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 _____ Address (including City, State and Country) _____ Account # _____ Phone # (including country code) _____ Person to Contact _____ Years with Bank _____	2. Name _____ Address (including City, State and Country) _____ Account # _____ Phone # (including county code) _____ Person to Contact _____ Years with Bank _____
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### TRADE REFERENCES (Preferably Food Distributors and preferably in United States)

1. Name _____ Phone # (including country code) _____	3. Name _____ Phone # (including country code) _____
2. Name _____ Phone # (including country code) _____	4. Name _____ 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 added to the total

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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. Cheney Brothers may assign any and all of its rights and obligations herein to its affiliates as well as its successors and assigns.
9. Purchaser may not assign any of its rights or obligations hereunder without written consent of Cheney Brothers.
10. *Force Majeure.* Cheney Brothers shall be liable for failure to perform all or part of its obligations, including timely delivery of products or services by reason of any Act of God, pandemic, epidemic, fire, hurricane, flood, legal enactment, governmental order or regulation, supply interruption, delay, or shortage, labor dispute or shortage, or any other cause beyond its reasonable control.

**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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