



Fax both completed pages to 214-273-4953

Account Information Form

Legal Business Name: _____ DBA: _____

Restaurant Chain(s): _____ Franchisee/Licensee Number: _____

Address: _____

City: _____ State: _____ Zip: _____ Country: _____

Years Established _____ State Incorporated _____

Type of Business: Corporation Partnership Sole Proprietor Limited Partnership

Federal Tax I.D. _____ Tax Exempt Yes No Dunn & Bradstreet # _____

Payables Contact _____ Phone: _____ Fax: _____

(Complete the following information for all Principal Owners, Corporate Officers, Partners or Sole Proprietor)

<u>Owner</u>	<u>%Owned</u>	<u>Address</u>	<u>Social Security/Passport #</u>
_____	_____	_____	_____
_____	_____	_____	_____

Bank Information

Name of Bank _____ Branch Location _____

Type of Account _____ Account Number _____

Phone # _____ Bank Contact _____

Current Trade References

<u>Company Name</u>	<u>Account #</u>	<u>Phone Number</u>	<u>Contact Name</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Signature _____ Title _____ Date _____

Application must be signed by Officer, Senior Partner or Owner to be valid.

Signature authorizes PrimeSource Food Service Equipment to contact references listed above to establish open credit terms
Applications received with a request for \$25,000.00+ in open credit will not be considered without financial statements attached

Subject to credit approval, standard terms offered are 10% deposit, balance N30

****ALL Information is held CONFIDENTIAL****



Terms of Sale Agreement

REQUIRED - Please read the following, sign below and fax both pages to 214-273-4953

The undersigned for and in consideration of the extension of credit by Primesource hereby agrees to the following:

- 1) All amounts due for goods and services purchased from Seller are payable to Seller within the terms specified on the invoice, calculated from the invoice date. However, Seller may in its sole discretion, at any time, change Purchaser's credit terms, require payment in cash before servicing, and/or require anticipated payment of any or all amounts due, or to become due. Purchaser acknowledges that amounts due to Seller are not payable in installments, but are payable in full as stated herein.
- 2) PrimeSource must be notified of any returns within 30 days of the invoice date for replacement items and 90 days for items purchased as part of a new store package. Once an authorization has been issued, the product must be returned within 30 days or the request will be canceled and no credit will be issued. Unauthorized returns may not be credited and will be returned to the customer at their expense.
- 3) All amounts due Seller are payable in accordance with the payment terms granted by Seller's Credit Department. If any amounts due to Seller are not paid in accordance with such payment terms, a service charge shall be added to the sums due, which charge shall equal the amount obtained by multiplying the delinquent balance by the lessor of (a) one-and-a-half percent (1.5%) per month or (b) the maximum rate permitted to be charged under the applicable state's law.
- 4) Purchaser shall pay Seller a flat rate of \$25.00 as a service charge for all checks returned by Purchaser's bank; provided, however, that such service charge shall not be due and payable in the event such payment would result in the violation of usury laws of the applicable jurisdiction.
- 5) The seller may from time to time determine that storage is necessary to meet the Purchaser's opening date or the Purchaser may from time to time request storage for purchased equipment. The Purchaser agrees to pay all storage fees including additional insurance premiums, cost of storage container or warehouse, and management fees.
- 6) Terms: All capitalized terms that are not defined herein shall have the meaning prescribed in Article 9 of the Uniform Commercial Code.

A) Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity; by acceleration or otherwise) of all the obligations created hereunder and to induce PrimeSource to enter into this Sale Agreement and to extend Credit in accordance with the terms of the Credit Application and the Sale Agreement; Purchaser hereby grants to Primesource; a security interest in each of the Purchaser's rights; title and interest in; to and under the equipment set forth in section _____ hereof and all of the following now owned or hereinafter acquired Assets: (i) all Accounts of the Purchaser; (ii) all Deposit Accounts of the Purchaser; (iii) all Chattel Paper of the Purchaser; (iv) all Commercial Tort Claims of the Purchaser (v) all Contracts of the Purchaser; (vi) all Documents of the Purchaser; (vii) all Equipment of the Purchaser; (viii) all Goods of the Purchaser; (ix) all General Intangibles of the Purchaser; (x) all Instruments of the Purchaser; (xi) all Inventory of the Purchaser; (xii) all Investment Property of the Purchaser; (xiv) all Letter-of-Credit Rights of the Purchaser; (xv) all Securities of the Purchaser (xvi) all other goods and personal property of the Purchaser; whether tangible or intangible; including without limitation; all purchase accounts of the Purchaser; now owned or hereafter acquired by the Purchaser or in which the Purchaser now has or hereafter acquires any rights and wherever located; and (xvii) to the extent not otherwise included; all Proceeds of each of the foregoing and all accessions to; substitutions and replacements for; and rents; profits and products of each of the foregoing and all books and records relating to each of the foregoing (all of which being hereinafter collectively called the "Collateral");

B.) Authorization to File Financing Statement. Purchaser hereby authorizes PrimeSource to file one or more financing or continuation statements, and amendments thereto (or similar documents required by any laws of any applicable jurisdiction), relating to all or any part of the Collateral without the signature of Purchaser.

- 7) In the event that the Purchaser's account is turned over to an attorney or other agency for collection, or suit is brought on same, or the same is collected through any judicial proceeding whatsoever, Purchaser shall pay all reasonable agency fees, attorney fees and court costs incurred by Seller.
- 8) Purchaser shall notify Seller by certified mail to PrimeSource Credit Manager, 1409 S. Lamar, Suite 1007, Dallas, TX 75215, of any change in ownership of Purchaser. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material aspects, and Purchaser authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser. The undersigned swears and declares under penalty that Purchaser is a solvent business.
- 9) Purchaser agrees that Seller may obtain financial information from any lending institution, trade creditor, and/or credit-reporting firms, at any time, on Purchaser and/or on any principals or owners of Purchaser. Further, Purchaser understands that Seller may be required to provide information to these sources in order to obtain necessary information that will allow for continuing credit availability.
- 9) Consent to Texas Law, Jurisdiction, Venue and Non-Jury Trial:

Purchaser consents, agrees and stipulates that this purchase shall be deemed completed and performed in the State of Texas and shall be governed by and construed in accordance with the laws thereof; in any action, proceeding or appeal on any matter related to or arising from this transaction, the Purchaser (1) Shall be subject to the personal jurisdiction of the State of Texas including any state or federal court sitting therein, and all court rules thereof; (2) Shall accept venue in any federal or state court in Texas; and (3) Expressly waives any right to a trial by jury so that trial shall be by and only to the court.

"Purchaser" (Corporate Legal Name): _____

Signature: _____ Printed Name: _____
(Owner, Partner or Officer of Corporation)

Title: _____ Date: _____