

NEW ACCOUNT FORM

PALMER DISTRIBUTING, INC.
100 HOFFMAN STREET
NEWARK, NY 14513
(315) 331-0926 FAX (315) 331-1538

SHIP TO: <hr/> <p style="text-align: center;">Business Name</p> <hr/> <p style="text-align: center;">(dba) Trade Name</p> <hr/> <p style="text-align: center;">Address</p> <hr/> <p style="text-align: center;">City, State, Zip Phone</p>	Bill TO: <hr/> <p style="text-align: center;">Business Name</p> <hr/> <p style="text-align: center;">(dba) Trade Name</p> <hr/> <p style="text-align: center;">Address</p> <hr/> <p style="text-align: center;">City, State, Zip Phone</p>
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Terms Requested? <input type="checkbox"/> COD <input type="checkbox"/> 7 Days <input type="checkbox"/> 14 Days	Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No If Tax Exempt Include Copy of Exemption Certificate	<hr/> <p style="text-align: center;">Federal Tax ID #</p> <hr/> <p style="text-align: center;">State Tax ID #</p>
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****We must have a valid Sales Tax Certificate on file or sales tax will be added to each order.****

BUSINESS INFORMATION: Individual Partnership Corporation Nonprofit
 Seasonal Business? Yes No Months Closed _____
 New Owner? Yes No Purchase Date _____ Length of time in Business _____
 Building / Facilities: Owned Leased Rented

OWNER / OFFICE INFO: Complete the following information for all Corporate Officers, Partners, or Individual Proprietor.

<hr/> <p>Name and Title</p> <hr/> <p>Home Address</p> <hr/> <p>City, State and Zip</p> <hr/> <p>Social Security Number</p>	<hr/> <p>Name and Title</p> <hr/> <p>Home Address</p> <hr/> <p>City, State and Zip</p> <hr/> <p>Social Security Number</p>
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BANKING INFORMATION:

<hr/> <p>Name and Title</p> <hr/> <p>Address</p> <hr/> <p>City, State and Zip</p>	<hr/> <p style="text-align: center;">Officer</p> <hr/> <p style="text-align: center;">(checking) Account No. Balance</p> <hr/> <p style="text-align: center;">(savings) Account No. Balance</p>
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GENERAL INFORMATION: Type of Business

Restaurant / Fine Dining Fast Foods Family Hotel/Motel Seating Capacity _____

Institutional Hospital Nursing Home Number of Beds _____ Schools

Number of Employees _____ Estimated Monthly Sales Volume _____

ACCOUNTS RECEIVABLE INFORMATION:

Accounts Payable Contact _____ Title _____ A/P Phone # _____

Purchase order number required? Yes No Weekly/Monthly statement required? Yes No

TRADE REFERENCES: (Preferably other food distributors.) **Be sure to include phone numbers.**

	NAME	ADDRESS	PHONE NUMBER
1.	_____	_____	() _____
2.	_____	_____	() _____
3.	_____	_____	() _____
4.	_____	_____	() _____

We do accept Payment by Visa or MasterCard:

Visa or MasterCard Number: _____ Exp. Date _____

We authorize Palmer Distributing, Inc. to charge Applicant's Visa or MasterCard Account with any outstanding balance due.

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TERMS AND CONDITIONS

The Customer Account Application is made to Palmer Distributing, Inc. for the purpose of inducing Palmer Distributing, Inc. to extend credit accommodations to the Applicant named below, and in accordance with the following terms:

<p>1. Upon approval of this Application, Palmer Distributing, Inc. in its sole discretion, and notwithstanding any request of Applicant shall have the right to terminate Applicants credit privileges under this Application at any time without prior notice to the Applicant, except as provided by law.</p> <p>2. All purchases by Applicant of goods and/or services from Palmer Distributing, Inc. will be made in accordance with the terms and conditions of this Application and any invoices and/or other documents evidencing Applicant's obligations to Palmer Distributing, Inc., all of which are Incorporated herein by this reference.</p> <p>3. The entire outstanding balance due to Palmer Distributing, Inc. on all invoices shall come due in full immediately upon default in the payment of any invoice. Applicant agrees to pay interest of 2% per month, or the highest rate permitted by law whichever is less, on any past due amounts until collected, and Applicant agrees to pay all costs of collection incurred by Palmer Distributing, Inc. including attorneys' fee and expenses (including late fees), should a default in payment or any obligation of Applicant to Palmer Distributing, Inc. occur.</p> <p>4. If this Application is not fully approved or if any other adverse action is taken with respect to Applicant's credit with Palmer Distributing,</p>	<p>Inc., Applicant has the right to request within 60 days of Palmer Distributing, Inc. notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request. To obtain the statement of specific reasons, please contact our credit department. The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit Applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance programs, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington , D.C.</p> <p>5. The Application and all transactions between Applicant and Palmer Distributing, Inc. shall be governed by and interpreted in accordance with the laws and decision of the state where Palmer Distributing Inc.'s operating company which provided the Application is located, without regard to the conflicts of law provisions thereof and all actions and proceedings arising from, relating to or in connection with this Application shall be subject to the exclusive jurisdiction of said</p>	<p>State.</p> <p>6. If Applicant ceases doing business with Palmer Distributing, Inc. for any reason, Applicant will immediately purchase from Palmer Distributing, Inc. all remaining proprietary/special order items in Palmer Distributing's, Inc. inventory Any name changes with regards to the Applicant will require a new application. No balances will be transferable without advance written consent from Palmer Distributing, Inc. While an application is pending approval, all deliveries will be COD until notification of credit approval. In the event of NSF checks, there will be a \$50.00 charge. All NSF checks will be taken care of within seven (7) days (including any additional charges) or further legal action will be taken.</p> <p>7. Applicant expressly agrees that Palmer Distributing, Inc. 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 Palmer Distributing, Inc., notified in writing of any such nonconformity within three (3) days of delivery , by certified mail return receipt requested.</p> <p>8. Except as to quantity of goods ordered, no terms and conditions set forth in any purchase order or other form of Applicant will apply to sales by Palmer Distributing, Inc. to Applicant.</p>
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 APPLICANT (FULL FIRM NAME)

 BY AUTHORIZED AGENT: (PRINTED NAME AND TITLE)

 (SIGNATURE & DATE)

INDIVIDUAL PERSONAL GUARANTEE

<p>The undersigned ("Guarantor"), having a financial interest in Applicant, and benefiting from the transactions contemplated by this application, hereby personally guaranties the payment by Applicant to Palmer Distributing, Inc. of all amounts due owing now, and from time to time hereafter from Applicant to Palmer Distributing, Inc. (the "Liabilities"). Guarantor expressly waives notice from Palmer Distributing, Inc. of its acceptance and reliance on this Guarantee, notice of sales made to Applicant, and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening, from time to time of any event. No set-off, counterclaim or reduction of any obligation or any defense of any kind or nature which Guarantor has or may have against Applicant or Palmer Distributing, Inc. shall be available</p>	<p>hereunder to Guarantor against Palmer Distributing, Inc. In the event of a default by Applicant on its obligations to Palmer Distributing, Inc. Palmer Distributing, Inc. may proceed directly to enforce its rights hereunder and shall have the right to proceed fist against Guarantor, without proceeding with or exhausting any other remedies. Guarantor in consideration of Palmer Distributing, Inc. extending financial accommodation to Applicant, hereby waives and relinquishes any rights of indemnification, contribution, reimbursement or exoneration which may be asserted against Applicant if Guarantor performs his or her obligations under this guarantee and Guarantor understands the benefit of such rights. Guarantor agrees to pay all fees, costs and expenses, including reasonable attorneys' fees which may be incurred by Palmer Distributing, Inc. in enforcing this Guarantee or protecting its rights following any default on the part of the Guarantor. This Guarantee shall be</p>	<p>\binding upon Guarantor and Guarantor's heirs, successors, assigns, representatives and survivors, and shall inure to the benefit of Palmer Distributing, Inc. and its affiliates and may be assigned by Palmer Distributing, Inc. without notice to Guarantor. This Guarantee shall be governed by and interpreted under the laws and decisions of the state where Palmer Distributing, Inc.'s operating company which provided this Application is located, without regard to the conflicts of law provisions thereof (the "Applicable State"). Guarantor and Palmer Distributing, Inc., irrevocably agree, and hereby consent and submit to the non-exclusive jurisdiction of any state or federal court located in the Applicable State with regard to any actions or proceedings arising from, relating to or in connection with the Liabilities and this Guarantee. If executed by more than one, the obligations of Guarantor shall be joint and several and all references of the singular shall be deemed in the plural.</p>
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 SIGNATURE & DATE

 PRINT NAME

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