



12650 E. Arapahoe Rd., Bldg. D  
Centennial, CO 80112

**CUSTOMER CREDIT APPLICATION**

Please complete all sections

Revised 10/14/08

DATE

CUSTOMER NUMBER

**BILL TO**

**SHIP TO**

BUSINESS NAME (LEGAL OWNERS/APPLICANT)		NAME OF ACCOUNT		STORE NUMBER
TRADE NAME (D.B.A.)		ADDRESS		
ADDRESS		CITY	COUNTY	STATE ZIP CODE
CITY	STATE	ZIP CODE	PHONE NUMBER ( ) -	
PHONE NUMBER ( ) -		FAX NUMBER ( ) -		

**BUSINESS INFORMATION**

TYPE OF BUSINESS:  
 SOLE PROPRIETORSHIP       CORPORATION (State: \_\_\_\_\_)       FRANCHISE OF \_\_\_\_\_  
 PARTNERSHIP       L.L.C. OR  L.C.       LIMITED PARTNERSHIP

PARENT CORPORATION (If Subsidiary, Affiliate, or Division)	BUILDING/FACILITIES <input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED <input type="checkbox"/> HOME-BASED	HOW LONG AT PRESENT LOCATION?
NAME AND TITLE OF ACCOUNTS PAYABLE CONTACT PERSON		PHONE NUMBER OF ACCOUNTS PAYABLE CONTACT PERSON ( ) -
FEDERAL TAX IDENTIFICATION NUMBER	DATE BUSINESS STARTED	ANNUAL SALES
NAME OF MORTGAGE HOLDER/LESSOR		PHONE NUMBER OF MORTGAGE HOLDER/LESSOR ( ) -
PREVIOUS CUSTOMER Y N	EQUIPMENT <input type="checkbox"/> OWNED <input type="checkbox"/> LEASED ; LESSOR NAME _____	NUMBER OF STORES

**PRINCIPAL (OFFICERS OR PARTNERS) - IF ADDITIONAL PLEASE ATTACH**

NAME	TITLE	NAME	TITLE
HOME ADDRESS		HOME ADDRESS	
CITY	STATE	ZIP CODE	CITY STATE ZIP
HOME PHONE NUMBER ( ) -	SOCIAL SECURITY NUMBER		HOME PHONE NUMBER ( ) -
DRIVER'S LICENSE NUMBER		DRIVER'S LICENSE NUMBER	
MAJOR CREDIT CARD AND NUMBER		EXPIRATION DATE	MAJOR CREDIT CARD AND NUMBER
			EXPIRATION DATE

**TRADE REFERENCES**

NAME OF SUPPLIERS	COMPLETE STREET ADDRESS, CITY & ZIP	PHONE ( )
		( )
		( )

**BANK REFERENCE**

**FOR VISTAR USE ONLY**

BANK NAME	DATE RECEIVED	DATE APPROVED
ADDRESS	TERMS REQUESTED	TERMS APPROVED
CITY STATE ZIP CODE	WAREHOUSE LOCATION	SALES PERSON
ACCOUNT NO.	<input type="checkbox"/> SALES TAX FORMS <input type="checkbox"/> BANK REFERENCE LETTER	
BANK CONTACT NAME	PHONE ( ) -	<input type="checkbox"/> FINANCIAL STATEMENT <input type="checkbox"/> DELIVERY INFORMATION

# CUSTOMER APPLICATION - TERMS AND CONDITIONS AGREEMENT

This Customer Application ("Application") is made to VISTAR Corporation and each of its respective operating subsidiaries and affiliates (referred to herein alternatively as "VISTAR" or Operating Company") for the purpose of inducing VISTAR to extend credit accommodations to the applicant hereto ("Purchaser") named below, who agrees to fully comply with all terms and conditions herein. Purchaser further agrees that all purchases from VISTAR by Purchaser or its agent, employee or representative on an open account basis also are subject to the following terms and conditions:

- 1. Extension of Credit.** Upon written approval of this Application by VISTAR or any Operating Company, VISTAR will extend reasonable credit as appropriate, in its sole discretion and, also at its sole discretion, shall have the right to terminate Purchaser's credit privileges at any time without prior notice, except as otherwise provided by law. Purchaser grants VISTAR a purchase money security interest in all goods purchased from VISTAR, and will cooperate in executing any UCC filings related thereto.
- 2. Business Purposes.** Purchaser certifies that this request is for the extension of credit for business purposes only and is not intended for the extension of credit for personal, family or household purposes.
- 3. Incorporation by Reference.** All purchases by Purchaser of goods and/or services from VISTAR will be made in accordance with the terms and conditions of this Application and any applicable distribution agreement, invoice and/or other relevant documents evidencing Purchaser's obligations to VISTAR, all of which are incorporated herein by this reference in the event of any conflict between the terms and conditions of this Application and any distribution agreement, the terms and conditions of this Application shall control.
- 4. Failure to Pay; Late Charge.** The entire outstanding balance due to VISTAR by Purchaser on all invoices shall become due in full immediately upon the failure by Purchaser to pay any invoice when due. VISTAR may at any time deduct any Purchaser monetary obligations from any amounts owed to Purchaser by VISTAR, and to pay only the net sum due, if any. Purchaser agrees to pay a late charge in the amount of 1.5% per month (18% per annum) or the highest rate permitted by law, whichever is less, on any past due amounts until collected, and Purchaser agrees to pay all costs of collection incurred by VISTAR, including attorney's fees and expenses, should a default in payment or any other obligation of Purchaser to VISTAR occur.
- 5. Dishonored Payments; Inactivity Fee.** Purchaser agrees to pay a fee of \$25.00 or the highest amount permitted by law per occurrence for any returned items (checks or ACH) that are dishonored for any reason. VISTAR reserves the right to impose an inactivity fee of \$25.00 per month against any credit balance presumed abandoned by purchaser. An Account is presumed abandoned if there is no activity for one year.
- 6. Choice of Law; Venue; Enforceability.** This Application and all transactions between Purchaser and VISTAR shall be governed by and interpreted in accordance with the laws of the state in which the Operating Company which provided materials, supplies and or services resides, 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 any federal or state court located in that state. All parties agree that proper venue for any action related to this Application or the parties' relationship shall be in any federal court or state court situated in the county in which the Operating Company's Principal place of business is located. The parties further agree that no *forum non conveniens* defense shall apply to any such action. If any particular provision of these Terms and Conditions is determined to be unenforceable then the remaining provisions shall continue in full force and effect.
- 7. Proprietary/Special Orders.** If Purchaser ceases doing business with VISTAR for any reason, Purchaser shall be liable to VISTAR for remaining proprietary/special order items purchased for Purchaser by VISTAR.
- 8. Assignment; Amendment.** Purchaser may not unilaterally assign this Application or any portion hereof without the prior written consent of VISTAR, which consent may be withheld at VISTAR's sole discretion. In the event of a change of control of Purchaser, Purchaser shall notify VISTAR in writing by certified mail. In such event, VISTAR may, in its sole discretion, immediately terminate this Agreement and declare all sums immediately due and payable, which sums may be provided from the proceeds of any such transaction; or allow the successor to assume all obligations hereunder in writing, subject to a determination of creditworthiness by VISTAR, in VISTAR's sole discretion. In any case, this Application shall be binding upon and inure to the benefit of the respective permitted successors and assigns of the parties hereto. No amendment to, or change, waiver or discharge of, any provision of these Terms and Conditions shall be valid unless in writing and signed by an authorized representative of VISTAR.
- 9. Perishable Agricultural Commodities Act.** Applicant and VISTAR agree that for the sale of all products subject to the provisions of 7 U.S.C Sections 499a through 499t and 7 C.F.R Section 46.2(u) ("PACA Products"), the terms for payment to VISTAR for such PACA Products shall be thirty (30) days from date of invoice ("PACA Payment Terms"). Both parties further agree to file and maintain a copy of this agreement in their respective records and that the terms of payment for all PACA Products as agreed in this paragraph will be disclosed on all documents relating to each PACA transaction between the parties in a manner consistent with the terms of this paragraph. The PACA Payment Terms stated in this paragraph shall supersede all other agreements, customs, and practices between these parties relating to the payment terms for PACA Products. For any transactions between the parties involving both PACA Products and non-PACA Products, the PACA Payment terms shall be used.
- 10. Compliance with Federal Credit Laws.** If this Application is not fully approved or if any other adverse action is taken with respect to Purchaser's credit status with VISTAR, Purchaser has the right to request within 60 days of VISTAR's 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 the credit department of the Operating Company that provided this Application. **THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, OR AGE (PROVIDED THAT THE PURCHASER HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE PURCHASER'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAMS; OR BECAUSE THE PURCHASER 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, EQUAL CREDIT OPPORTUNITY, WASHINGTON, D.C.**
- 11. Credit Level; Liability.** The approximate initial amount of credit that Purchaser requests shall not be binding upon VISTAR, nor shall VISTAR incur any liability by granting, reducing, increasing or refusing such amount. Purchaser recognizes that any credit requested or approved is not a limitation of liability, and Purchaser expressly agrees that it will be responsible for all goods and/or services purchased from VISTAR.
- 12. Certification; Authorization.** Purchaser hereby certifies that the information furnished under this Application and any other financial statements furnished in connection herewith, is true and correct and that this information is being provided to VISTAR for the purpose of inducing VISTAR to extend credit to Purchaser understand and acknowledges that VISTAR shall reasonably rely upon such information. Purchaser authorizes VISTAR to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser, and to furnish Purchaser's credit status to credit reporting agencies. Purchaser understands and agrees to be bound by the above terms and all invoices and other documents furnished by VISTAR from time to time, all of which are incorporated herein by reference, and agrees to advise VISTAR of any material change in the information provided herein, including but not limited to, change of address or telephone number. Purchaser in all events shall notify VISTAR in writing by certified mail of any changes of ownership of Purchaser. Purchaser understands that VISTAR will retain this Application whether or not it is approved.
- 13. Credit Card Transfer Authority.** At 60 days from the invoice date or 30 days from the due date, whichever comes later, VISTAR reserves the right to transfer any unpaid balance to the Purchaser's credit card on file.
- 14. Original Document.** Any reproduction of this Customer Credit Application by reliable means will be considered an original.
- 15. Limitation of Liability.** VISTAR and Purchaser agree that neither party shall in any event be liable to the other party or its respective subsidiaries, affiliates, franchisees or operators for any type of consequential or punitive damages (such as, but not limited to, loss of anticipated profits or business opportunity).
- 16. Franchisor/Franchisee.** If Purchaser is a franchisee/licensee, Purchaser's franchisor/licensor may derive revenue or other material consideration as a result of Purchaser's purchases from VISTAR. Therefore, the price for the products sold by VISTAR to Purchaser may include rebates, allowances, mark-ups or credits that are paid by VISTAR to Purchaser's franchisor/licensor in amounts determined by Purchaser's franchisor/licensor, which may not be shown on VISTAR's invoice(s).

\_\_\_\_\_  
APPLICANT ("Purchaser") (Full Name of Business)

\_\_\_\_\_  
SIGNATURE (Authorized Agent of Purchaser)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Agent

