



CUSTOMER APPLICATION

Trade Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Facsimile: _____

E-mail Address: _____ WWW Address: _____

Ordering Contact Name: _____

Legal Business Name (If different from Trade Name): _____

Billing Address (If different from above): _____

City: _____ State: _____ Zip Code: _____

Accounts Payable: Contact Name: _____

Contact Phone #: _____ Fax #: _____

Email Address: _____

Credit Terms Requested: C.O.D Terms (7, 14, 21, or 30 day) Credit Card (See Attachment)

Bank Name: _____ Account No.: _____

Address (City, State, Zip) _____

Account Manager: _____ Telephone No.: _____

Trade References (Minimum of three required):

	<u>Company</u>	<u>Telephone No.</u>	<u>Facsimile</u>	<u>Account No.</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

BELAIR POLICY STATEMENT: The undersigned attest that they are an Owner, Partner, or Officer or Authorized Agent and hereby request Belair Produce, on behalf of applicant to establish a business account and extend credit to Applicant, subject to the terms and conditions established by Belair Produce and by PACA Trust Provision (Perishable Agricultural Commodities Acts) which are set forth on the attached hereto. Applicant agrees to be bound by said terms and conditions.

Signature: _____

Printed Signature: _____

Title: _____ Date: _____



410.782.8000 ~ 410.782.8009fax ~ www.belairproduce.com
7226 parkway drive ~ hanover, maryland 21076-1307



TERMS AND CONDITIONS

PACA Trust Provision:

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5 (c) of the Perishable Agricultural Commodities Acts, 1930 (7 U.S.C. 499e (c)). The seller of the commodities retains a trust claim over these commodities, all inventories of food or products derived from these commodities, and any receivables of proceeds from the sales of these commodities until full payment is received. Interest and attorney fees are part of the total amount owed seller.

INITIAL ORDERS

All initial sales orders are accepted on a C.O.D. basis until a credit account has been approved setting both a credit limit and payment terms.

INVOICE AND STATEMENT

Each order is printed on a computer form which also serves as an invoice for the sale. In addition to the invoice, a monthly statement is mailed to credit accounts with open balances.

HANDLING CHARGE—MINIMUM ORDER

Belair Produce has a minimum average order requirement in the amount of two-hundred fifty dollars (\$250.00). *Unless otherwise agreed.* A handling charge up to thirty five dollars (\$35.00) will be added to all sales orders less than one-hundred fifty dollars (\$150.00). All second or special deliveries are also subject to the same handling charges.

CLAIMS—WAIVER

Any claim for adjustment must be made by the Customer at the time of receipt of any product. All products judged to be defective by Customer must be returned to Belair Produce before replacement is made or credit issued unless other arrangements are made with Belair Produce. Customer further agrees to notify Belair Produce of and return or cause to be returned to Belair Produce for inspection, within twenty four (24) hours after delivery, any and all products judged to be defective by the Customer upon which a claim for a credit is asserted. Otherwise, any such claim is waived by Customer and Belair Produce shall have no obligation to make any adjustment, credit or cash refund.

All such notifications should be made to the Credit Manager at Belair Produce, Inc.

CUSTOMER OBLIGATIONS

Customer agrees to pay all invoices when due and not to exceed the established credit limit. Customer further agrees to pay for all applicable sales, use and excise taxes on all taxable sales or services. Should Customer dispute any portion of any invoice or statement, undisputed portions of the same and other invoices not in dispute, shall never-the-less be paid when due without offset. Sales which are to be billed to a third party will not be accepted by Belair Produce without the prior written authorization and instructions from said third party.

OTHER PAYMENT TERMS

If Customer fails to make payment on its account in a timely fashion or if any invoice remains unpaid for a period of thirty (30) days from the payment due date, Belair Produce, at its option, may, at any time thereafter, defer the performance of any further sales; decrease Customer's credit limit or payment terms; and/or pursue all remedies permitted by law.

Customer agrees to pay a service charge on any invoice not paid when due. The service charge shall be at the rate of two (2) percent (2%) per month on the unpaid balance. Customer further agrees to pay all costs and expenses, including attorney fees, incurred by Belair Produce with respect to the collection of any unpaid balance, whether or not litigation is commenced.

A bad check fee of twenty five dollar (\$25.00) will be charged for each returned check.

AUTHORIZATION

The person signing the credit application on behalf of the Applicant attest that it is within his/her authority to open this business account and to request credit from Belair Produce, Inc. on behalf of the Applicant and further agrees to be personally liable for any indebtedness owing at any time to Belair Produce in the event such Applicant should disavow such authority.



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Returns/Credit Policy

- When the driver arrives the order should be checked in and all products should be checked for quality.
- If the driver is short product or the customer wishes to return a product being delivered that day the item is deducted from the bill at the time of delivery.
- If a second delivery is required, the customer must have the driver call the office before he leaves. The product will be reshipped as long as it is available. Second deliveries are shipped as soon as a driver is available; these deliveries do not have a guaranteed time of delivery.
- When a customer receives a product that is of questionable quality, or they have received something in error after the truck has left, the customer must call for a pick up slip. A pick up must be called in within a reasonable time (24 hours from time of delivery). Products that are processed (salad mix, chopped romaine, etc.), you **must** provide the expiration or use by date and production code. The office will issue a pick up slip which will come out with the next scheduled delivery.
- Once the product has been picked up and the slip is returned to the accounting department, they will research the invoice, have the credit approved by a manager and then issue the necessary credit. Credit invoices are normally faxed to the customer the day they are issued.



Watermark Foods

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LETTER OF AUTHORIZATION FOR CREDIT CARD PAYMENT

I, _____ hereby authorize Belair Produce, Inc. to charge the following credit card:

ACCOUNT NAME: _____

PHONE NUMBER: _____

EMAIL: _____

VISA/MASTERCARD:

Credit Card Holder: _____

Credit Card Number: _____

Authorization Code: _____
(3 digits on the back of the credit card)

Expiration Date: _____

Bank (name of the card's bank): _____

Billing Address (address monthly statement is mailed to);

Disclosure:

Amount of the balance of my account with Belair Produce Inc. every week will be charged. If for any reason my card is declined, I agree to pay 2.9% re-processing fee(s) to Belair Produce Inc., and these fee(s) will be charged to my above listed credit card. **I AGREE THAT ALL PURCHASES MADE BY THE ABOVE ACCOUNT ARE TO BE CHARGED TO THE CREDIT CARD LISTED**

Please attach a photocopy of both sides of the credit card.

Date: _____

Cardholder's Signature: _____

