



CUSTOMER APPLICATION

Legal Name of Business _____

DBA (if different) _____

Federal Tax I.D. Number _____ Buyer/Contact _____

Shipping Address: Business ☐ Residence ☐ Billing Address _____

Phone Number _____ E-mail _____

Accounts Payable Contact _____

Phone Number _____ E-mail _____

Type of Business: Corporation ☐ Partnership ☐ Proprietorship ☐ Other ☐ D&B No. _____

Year & State Incorporated/Established _____ Present Ownership Since _____

Number of Employees - This Location _____ Description of Business _____

OFFICERS AND/OR OWNERS

1) Name _____ Title _____

Home Address _____ SS# _____

City _____ State _____ Zip _____

2) Name _____ Title _____

Home Address _____ SS# _____

City _____ State _____ Zip _____

SHIPPING INFORMATION

Can you accept pallet deliveries? _____

Do you require a lift gate? _____

Do you need inside deliveries? _____

Please list your receiving Hours: _____

TYPE OF ACCOUNT DESIRED

Prepaid Credit Card ☐ Fill out Credit Card Authorization Form

Net Terms - Desired credit line _____ ☐ – Fill out Customer Trade Reference Request Form



CREDIT CARD AUTHORIZATION FORM

From: (Print Name) _____ **Date:** _____

By completing the following information, I authorize Muscle Foods USA to charge my credit card as listed for purchases made by myself or the authorized purchasers as specified below:

Card Type (check one)

Visa _____ **Mastercard** _____ **Discover** _____ **Amex** _____ **Personal** _____ **Business** _____

Card# _:_:~:_:~ - _:_:~:_:~ - _:_:~:_:~ - _:_:~:_:~

Sec Code _:_:~:_:~

Expiration Date __/__/__ (Month/Year)

Issuing Bank _____ **Phone Number** _____

Cardholder Name _____

(Please print as it appears on credit card)

Billing Address _____

City _____ **State** _____ **Zip Code** _____

Customer# _____ **Business Name** _____

Ship To _____

Ship To Address _____

City _____ **State** _____ **Zip Code** _____

Cardholder's Signature _____ **Date** _____

This agreement allows Muscle Foods USA, to charge my Visa, MasterCard, Discover, or American Express Card for all requested invoices. All orders will automatically be charged to this credit card number after _____(date). Following is a list of other authorized purchasers that may order with this credit card (Please Print):

Authorized

Purchasers: _____



CUSTOMER TRADE REFERENCE REQUEST FORM

Please complete the section below to authorize the release of trade reference information.

Customer Company Name: _____

Contact Name: _____

Phone: _____

Email: _____

TRADE REFERENCE #1

Company Name: _____

Contact Name: _____

Title: _____

Phone Number: _____

Email Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

TRADE REFERENCE #2

Company Name: _____

Contact Name: _____

Title: _____

Phone Number: _____

Email Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

TRADE REFERENCE #3

Company Name: _____

Contact Name: _____

Title: _____

Phone Number: _____

Email Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Authorization

By signing below, I authorize the above-listed trade references to release information regarding our credit standing and payment history.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

We make this agreement and application for credit in writing intending that Muscle Foods USA should rely upon it for the purpose of obtaining products from Muscle Foods USA on credit. We certify that all the information provided is correct and authorize Muscle Foods USA to contact these references to facilitate their extension of credit. We hereby authorize any business listed herein to release and/or verify orally or in writing to Muscle Foods USA any information given in this document and to disclose any information that may bear upon the undersigned's creditworthiness. We agree to notify Muscle Foods USA of any changes in our business or ownership at least 15 days prior to such changes by sending a notice to Muscle Foods USA, 100 Keystone Industrial Park RD, Unit 1-B, Dunmore PA 18512 Attn: Credit Manager. We agree to promptly provide such additional financial information, including annual and periodic financial statements as Muscle Foods USA shall reasonably require at any time.

The undersigned agrees unconditionally to make full payment to Muscle Foods USA without deduction or set off any kind, for purchases of Muscle Foods USA products in accordance with the terms set forth in invoice(s) prepared by Muscle Foods USA and terms listed in our wholesale catalog. We agree to notify Muscle Foods USA in writing within thirty (30) days after the invoice date (or within such period of time, if any which may be specified in any invoice) of all claims for discounts, price adjustments, allowances or other credits of any nature. Outstanding balances are subject to 1.5% per month interest. It is also understood that we will pay all collection costs in collecting delinquent or defaulted payments, including but not limited to agency and attorney fees and costs of witnesses, including travel expenses.

We agree that any credits which we are or may become eligible to receive from Muscle Foods USA are not convertible to cash and will only be applied by Muscle Foods USA against the purchase price of Muscle Foods USA products or set off by Muscle Foods USA against any of our obligations to Muscle Foods USA. In connection with any purchase of Muscle Foods USA products by us, we agree to be bound by and comply with the current Muscle Foods USA Terms and Conditions of Sale applicable to such products (as such terms and conditions appear on Muscle Foods USA's invoices, catalogs, and acknowledgements), unless otherwise agreed in writing by Muscle Foods USA. All contrary or additional terms included in our purchase order or otherwise proposed by us are excluded. In addition, in connection with any electronic data interchange communications between us and Muscle Foods USA, we agree to comply with and be bound by Muscle Foods USA's current terms for electronic data interchange transactions, unless otherwise agreed in writing by Muscle Foods USA. We acknowledge that Muscle Foods USA Terms and Conditions of Sale and (if applicable) Electronic Data Interchange Terms have been supplied to us.

We hereby grant Muscle Foods USA purchase money security interest in merchandise hereafter sold to us by Muscle Foods USA to secure the payment on the invoice thereof and all costs of collection. We also grant Muscle Foods USA a security interest in all merchandise purchased from Muscle Foods USA, all receivables now existing or hereafter arising from the sale of such merchandise and all proceed for the foregoing, to secure all indebtedness now existing or hereafter owing by us to Muscle Foods USA. We authorize that Muscle Foods USA may execute any such financing statements as may be appropriate to perfect such security interest and agree to do so in the event of our failure to pay any indebtedness to Muscle Foods USA when due. Credit privileges may be withdrawn at any time without invalidating the terms of this agreement.

We certify that we do not sell to any third-party retailers (Amazon, etc.).

We certify that any goods purchased are for resale purposes and that we hold a valid tax resale certificate.

_____ issued under the Sales Tax Law of the State(s) of _____, (b) will forthwith furnish to Muscle Foods USA a copy of such certificates, and (c) agree to indemnify Muscle Foods USA and hold it harmless from and against liability for payment of any and all taxes, penalties, other claims, costs or expenses that are made against or are incurred by Muscle Foods USA if we use or consume any goods purchased from Muscle Foods USA in such a manner as to render the sales by Muscle Foods USA subject to tax. We acknowledge that products purchased from Muscle Foods USA shall be finished or unfinished tangible personal property, and consumer goods.

We agree that any transactions or agreements between us and Muscle Foods USA shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of law. We further agree in Muscle foods USA's discretion to the non-exclusive jurisdiction of the courts of Pennsylvania, State or Federal, to decide any dispute or controversy arising between us and Muscle Foods USA.

***** Please include a copy of your resale certificate(s) with application *****

You will be charged sales tax if certificate(s) is not provided.

Company Name _____

Authorized Signature _____ Title _____

Printed Name _____ Date _____