

Credit Application and Agreement

Company Name: _____ D/B/A: _____
 Billing Address: _____ City: _____
 State: _____ Zip: _____ Phone: _____ Fax: _____
 Email Address: _____
 Shipping Address: _____ City: _____
 State: _____ Zip: _____ Phone: _____ Fax: _____
 Subsidiaries: _____
 Parent Company: _____

The following must be completed in full:

Ownership: _____ Proprietorship: _____ Partnership: _____ Corporation: _____ State Inc.: _____ Year: _____
 Fed Tax ID (EIN): _____ D & B #: _____

Name of Officers

Title

Number of years in business: _____ Type of business: _____
 Accounts payable contact: _____ Purchasing contact: _____
 Credit terms 1 % 10 Net 30: _____ Credit line requested \$: _____

Gross revenues in each of the past three years: _____

Please provide name, address, city, state, phone # and fax # of four trade references who have extended your business credit in the last three years, and one bank reference who has extended your business credit in the last three years.

PLEASE PRINT OR TYPE:

Eagle Foodservice Equipment™ • Eagle MHC™ • Eagle Retail Display • SpecFAB®



Profit from the Eagle Advantage®

1. The credit applicant hereby requests a credit account be established. The applicant certifies that the information on this form is correct and that you fully understand Eagle Group's credit terms.
2. The applicant agrees to prompt payment in consideration of credit terms extended.
3. In the event payment is not made within 30 days of the earlier of shipment or pickup, interest shall accrue at the rate of 1.5% per month. There shall be a \$35 bank fee for any checks returned due to insufficient funds or a stopped payment.
4. Customer shall submit payment to Eagle Group for each invoice at 100 Industrial Boulevard, Clayton, Delaware 19938-8900 without setoff or deduction. Payments shall be applied first to interest and then to invoices, beginning with the earliest in date up to the most recent.
5. All disputes with regard to invoices must be submitted by the customer to Eagle Group within 30 days of the earlier of shipment or pickup. Any billing not disputed by the customer within such 30 day period shall be deemed accepted and it is agreed the billing shall thereafter not be subject to dispute by the customer.
6. In the discretion of Eagle Group, a down payment or COD may be required.
7. If any legal action is required to collect and recover amounts owing under this credit arrangement, the undersigned agrees to pay all the costs of collection, including attorneys' fees and any applicable finance charges.
8. The signature below constitutes authorization for Eagle Group to investigate the applicant's creditworthiness and specifically authorizes the trade creditors and banks listed above to disclose any information to Eagle Group with regard to creditworthiness. Eagle Group may in its discretion refuse to extend credit at any time.
9. The customer shall notify Eagle Group immediately of any change of postal or email address. Any notice sent to the customer at the address on file shall be deemed sent effectively.
10. If any portion or provision of this agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this agreement shall be valid and enforceable to the extent permitted by law.
11. The signatory below certifies that: (i) all the information provided on this document is accurate, and (ii) that he or she is duly authorized to execute and deliver this document.
12. The customer agrees and submits to the exclusive jurisdiction of the courts of the State of Delaware in any dispute concerning this document or any effort to collect on a debt arising from credit extended hereunder.
13. This agreement represents the entire understanding between the parties on the matters addressed herein and may not be modified, changed or altered except via a mutually executed written document.

Accepted and agreed:

Date: _____ Signed: _____ By: _____
 President or owner's signature Please print name and title