

# US FLOUR CORP.

7800 CONGRESS AVENUE, BOCA RATON, FL 33487

TEL: 561-998-0904 FAX: 561-998-1878

## APPLICATION FOR CREDIT AND CONTINUING IRREVOCABLE GUARANTY

<b>CORPORATION NAME:</b>	<b>CORPORATE STATE:</b>
<b>d/b/a:</b>	<b>SUBSIDIARY OF:</b>
<b>ADDRESS:</b>	<b>DIVISION OF:</b>
<b>CITY, STATE, ZIP:</b>	<b>SOLE PROPRIETORSHIP:</b>
<b>PHONE NO:</b>	<b>PARTNERSHIP:</b>
<b>FAX NO:</b>	<b>FEDERAL ID#:</b>
<b>A/P SUPERVISOR:</b>	<b>DATE BUSINESS STARTED:</b>
<b>EMAIL:</b>	<b>TYPE OF BUSINESS:</b>
<b>CREDIT LINE REQUESTED \$</b>	<b>COMPANY CURRENT MONTHLY SALES:</b>

### OWNER(S) OFFICER(S) NAME(S) & HOME ADDRESS(ES)

<b>NAME &amp; TITLE</b>	<b>ADDRESS</b>	<b>CITY, STATE, ZIP</b>	<b>SOCIAL SECURITY NUMBER</b>

### BANK REFERENCE

<b>BANK NAME:</b>	<b>ACCOUNT OFFICER:</b>
<b>ADDRESS:</b>	<b>PHONE NO:</b>
<b>CITY, STATE, ZIP:</b>	<b>E MAIL:</b>
<b>CHECKING ACCT #:</b>	<b>SAVING ACCT #:</b>

### TRADE REFERENCES

<b>COMPANY:</b>	<b>PHONE NO:</b>
<b>ADDRESS:</b>	<b>E MAIL:</b>
<b>CITY, STATE, ZIP:</b>	<b>CONTACT:</b>

<b>COMPANY:</b>	<b>PHONE NO:</b>
<b>ADDRESS:</b>	<b>E MAIL:</b>
<b>CITY, STATE, ZIP:</b>	<b>CONTACT:</b>

<b>COMPANY:</b>	<b>PHONE NO:</b>
<b>ADDRESS:</b>	<b>E MAIL:</b>
<b>CITY, STATE, ZIP:</b>	<b>CONTACT:</b>

The information supplied above is for the purpose of obtaining credit and is warranted to be true. We hereby authorize US FLOUR CORP. to investigate the information pertaining to our creditworthiness and financial responsibility. It is understood that all information obtained as a result of this application will be strictly confidential. The information on this application is true and correct. We hereby authorize US Flour Corp and or its agents and or its assignees to verify the above information and obtain personal credit reports, investigative credit report and business credit reports.

The undersigned unconditionally and irrevocably guarantee prompt payment of all invoices and amounts due pursuant to any Contract Orders, Contract Bookings, Sales Contracts, Invoices (collectively "US Flour Sales Agreement"), including attorney's fees and costs and interest at the highest rate allowable by Florida law. By signing this Application for Credit and Unconditional Guaranty and accepting US Flour Corp's extension of credit terms, the undersigned agrees to fully accept all terms and conditions contained in any US Flour Sales Agreement and as further attached hereto.

FIRM NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

GUARANTOR:  
NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

## US FLOUR CORP. TERMS AND CONDITIONS OF SALE

All sales of any goods by US Flour, Corp. ("US Flour") are expressly conditioned upon the terms and conditions set forth below. Any order or any statement of intent to purchase any such goods or any direction to proceed shall constitute consent and agreement with the enclosed terms and conditions. Any additional or different terms or conditions set forth in Customer's purchase order, supply agreement, or similar communication which conflict in any manner with the enclosed terms and conditions are not binding upon US Flour unless specifically agreed to in writing by an authorized officer of US Flour. There shall not be any amendments or changes to any orders, including without limitation to changes in quantity or partial release, unless agreed to in writing by an officer of US Flour which shall also be subject to the enclosed terms and conditions. Customer agrees to the enclosed terms and conditions upon order confirmation and or shipment of any portion of the order.

- 1. PRICES AND TERMS.** All prices and quantities for products are subject to change by US Flour without notice. All sales are made EXW Incoterms 2020 point of shipment unless specified in writing on the Invoice, contract, or any other agreement of sale between US Flour and Customer; such incoterms are to be interpreted according to the most recent definitions published by the I.C.C. or defined delivery terms. Should Customer purchase goods at a delivered price, Customer shall be responsible for all additional freight charges incurred by US Flour (even if freight charges are increased after the time of the agreement) or have the option to arrange and be responsible directly for freight.
- 2. DELIVERY AND PERFORMANCE.** Shipping dates given in advance of actual shipments are estimated and shall not be deemed to represent fixed or guaranteed shipping dates. US Flour shall not be liable for failure to deliver or for delay in delivery or performance due to (i) a cause beyond its reasonable commercial control; (ii) an act of god, act or omission of Customer, act of civil or military authority, governmental shutdown or priority, pandemic, or other allocation of control, fire, strike or labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer or freight carrier, including without limitation any delay, increase in shipping or manufacturer's costs to US Flour or failure to timely deliver the ordered product; or (iii) any other commercial impracticable event. In such event US Flour has the option
- 3.** to either cancel the order(s), delay the date of delivery, or charge the additional cost of delivery/product to the Customer. In addition, to any other right which US Flour may have hereunder or at law, US Flour may suspend or cancel shipment of any goods for which US Flour has not already received whenever Customer is in default under this Invoice, contract, or any other agreement of sale between US Flour and Customer. Additionally, all delivered products must be accepted by the Customer in approximately equal volumes throughout the contract period, unless otherwise agreed by the Customer and US Flour. The Customer agrees that any deviation in draws of contract volumes other than equal monthly are completely at the discretion of US Flour and the contract may be terminated exclusively by US Flour if this volume deviation is not honored. Should the Customer request a deviation from the original agreed-upon schedule, it shall be Customer's responsibility to provide immediate written notice to US Flour so that US Flour can make best efforts to adjust the shipment schedule. Notification shall provide a minimum 60-day lead time to implement changes. If less than 60 days' notice is provided, US Flour cannot guarantee that goods in transit from abroad or in production can be adjusted. US Flour will make every effort to accommodate Customer's requested schedule changes, however, such changes may be subject to pricing fluctuations or fees related to cancellation and/or postponement, storage, or financing charges. US Flour will make every effort to minimize added costs. Should Customer default under the terms of this Invoice and or any agreements entered between US Flour and Customer, US Flour reserves the right to sell or scrap the balance of product quantity and Customer is responsible for all of US Flour's damages and lost profits, including any attorney's fees, costs, and expenses.
- 4. TERMINATION.** Customer may terminate an order only by mutual written agreement based upon payment to US Flour of all amounts due under this Invoice, contract, or any other agreement of sale.
- 5. TITLE, PAYMENT, COLLECTION AND FINANCIAL CONDITION.** Title to the Product remains with US Flour until all Product subject to this Invoice is paid in full. Any order for goods by Customer shall constitute a representation by Customer that Customer is solvent and able to make all payments in full to US Flour. If in the sole judgment of US Flour, the financial condition of the Customer at the time of shipment does not justify the terms of payment specified, US Flour reserves the right to require from Customer full or partial pre-payment and/or other adequate assurance of performance. US Flour reserves the right to suspend and/or terminate its performance until such payment and/or adequate assurance of performance has been received. If payment in full is not made when due, Customer agrees to pay interest on the amount past due at the rate of 1-1/2% per month (18% per annum) or the maximum lawful rate, whichever is less. Nothing herein shall be deemed to extend or otherwise modify Customer's obligations to make payment when due. In the event of default, Customer agrees to pay US Flour reasonable attorney fees and costs, if any are incurred by US Flour in collection of damages from Customer.
- 6. PASS-THROUGH WARRANTIES AND LIMITATION OF LIABILITY.** Goods sold by US Flour are the products of a reputable manufacturer and are in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice. The repair or replacement of goods that may prove defective or non-conforming will be per the foregoing pass-through warranties and shall constitute the exclusive remedy of the Customer. EXCEPT AS TO TITLE AND PASS-THROUGH MANUFACTURER WARRANTIES, IF ANY, THE GOODS ARE SOLD IN AS IS-WHERE-IS CONDITION AND US FLOUR MAKES NO WARRANTIES, GUARANTEES OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCT OR ANY PART THEREOF AND CUSTOMER HEREBY WAIVES ALL REMEDIES, WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, OR ANY WARRANTY ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE PRODUCT OR ANY PART THEREOF, INCLUDING, BUT NOT LIMITED TO: (1) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, (2) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, (3) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM US FLOUR'S GROSS NEGLIGENCE, ACTUAL OR IMPUTED, (4) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO THE PRODUCT FOR LOSS OF USE, REVENUE OR PROFIT WITH RESPECT TO THE PRODUCT, (5) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, AND (6) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY DUE UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE PURCHASE PRICE FOR THE SPECIFIC PRODUCT DELIVERED IN QUESTION.
- 7. RETURNED GOODS.** Product may only be returned with the specific written consent of an authorized representative of US Flour. Any claim by Buyer that Product does not conform to the mutually agreed upon specification or any claim made otherwise with respect to quality of the Product must be made promptly. The Buyer's claim will be deemed to be waived unless received, in writing, by US Flour within ten (10) days following the shipment of Product. Buyer's exclusive remedy and US Flour's exclusive liability for delivery of nonconforming Product or for breach of warranty is expressly limited to (i) replacement of the nonconforming Product by US Flour, or (ii) refund of the purchase price by US Flour to the extent already paid by Buyer. All nonconforming Product must be returned to US Flour, or, at US Flour's discretion, disposed of by Buyer in a manner acceptable to both Buyer and US Flour.
- 8. ASSIGNMENT.** Customer may not assign this Invoice, contract, or any other agreement of sale without the prior written consent of an authorized representative of US Flour.
- 9. ARBITRATION.** Any dispute or claim arising out of or relating to this agreement and/or Invoice or breach of performance thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. The decision and award of the arbitrators shall be final and binding upon both parties, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. Such arbitration shall take place in Florida.
- 10. INTERPRETATION OF CONTRACT/ VENUE AND JURISDICTION.** This agreement shall be subject to the jurisdiction, venue, and laws of the State of Florida. This agreement contains all the terms, conditions, and obligations to which the parties have agreed, and shall not be modified, controlled, or affected in any way by usage of trade not expressly included in this agreement and may be modified only by a writing signed by both parties.
- 11. CONDITIONS OF SALE.** All products sold by US Flour are intended for use in North America. US Flour is not responsible for, nor guarantees any product exported outside of the North American borders.