

APPLICATION FOR OPEN ACCOUNT CREDIT TO

N. KOHL GROCER COMPANY

(d/b/a) KOHL WHOLESALÉ ("Kohl")

130 Jersey Street

P O Box 729

Quincy, IL 62306-0729 217-222-5000

Toll Free: MO/IA 800-245-5645 IL 800-222-5645

Accounting Fax: 217-222-5035

Website: www.kohlwholesale.com

Email: credit@kohlwholesale.com



Incomplete and illegible applications will not be processed.

Sales Rep #: _____

Date: _____

Account #: _____

APPLICANT/CUSTOMER INFORMATION

Name: _____

Trade Name (if Different): _____

Address: _____

City, State, Zip: _____

County: _____

Phone Number: () _____

Fax Number:() _____

Email Address: _____

Federal Tax I.D. Number/Social Security Number: _____

ORGANIZATIONAL STATUS (check one)

Corporation Limited Liability Company Partnership Sole Proprietorship Other _____

If Corporation or LLC, State of Organization: _____

Year: _____

President or Manager: _____

Type Of Business: (Restaurant, School, Nursing Home, Tavern, Catering, etc.) _____

Length of time in business: _____

Hours of Operation: Open _____

Close _____

BILLING INFORMATION (if different from above)

Name: _____

Account #: _____

Address: _____

City, State, Zip: _____

Phone Number: () _____

Fax Number: () _____

Accounts Payable Contact: _____

SHIPPING INFORMATION (if different from above)

Name: _____

Address: _____

City, State, Zip: _____

Phone Number: () _____ Alternative Phone Number: () _____

LIST INFORMATION FOR ALL INDIVIDUAL CUSTOMER OWNERS/PRINCIPALS

Name: _____ Title: _____

Home Address: _____

City, State, Zip: _____ Cell Phone Number: _____

Home Phone Number: () _____ Social Security Number: _____

Driver's License Number: _____ State: _____ Date of Birth: _____

Name: _____ Title: _____

Home Address: _____

City, State, Zip: _____ Cell Phone Number: _____

Home Phone Number: () _____ Social Security Number: _____

Driver's License Number: _____ State: _____ Date of Birth: _____

Name: _____ Title: _____

Home Address: _____

City, State, Zip: _____ Cell Phone Number: _____

Home Phone Number: () _____ Social Security Number: _____

Driver's License Number: _____ State: _____ Date of Birth: _____

Name: _____ Title: _____

Home Address: _____

City, State, Zip: _____ Cell Phone Number: _____

Home Phone Number: () _____ Social Security Number: _____

Driver's License Number: _____ State: _____ Date of Birth: _____

MORTGAGOR OR LESSOR (check one)

Owned Leased Rented

If owned, the name, address and telephone number of the mortgagor (if any):

Name: _____

Address: _____

If leased or rented, the name, address and telephone number of the lessor/landlord:

Name: _____

Address: _____

CUSTOMER BANK REFERENCES

Name of Bank: _____ Account #: _____

Address: _____ Phone #: _____

City, State, Zip: _____ Fax #: _____

Name of Bank: _____ Account #: _____

Address: _____ Phone #: _____

City, State, Zip: _____ Fax #: _____

BUSINESS CREDIT REPORT AUTHORIZATION

Customer and Guarantor(s) authorize Kohl to obtain a business credit report for each of them. Customer and Guarantor(s) understand that Kohl intends to use the credit report to confirm business addresses, verify banking and other credit information, and evaluate whether sufficient income is available to support Customer's Application for Open Account Credit. Any business credit reports will only be used by Kohl in processing the Application and all credit reports will be retained on file by Kohl along with all other Application documents. This Authorization will remain in full force and effect if Kohl approves this Application and sells product to Customer on an open credit account until sixty (60) days after such Customer's balance is paid in full or Customer's last purchase from Kohl, whichever is later. Otherwise, this Authorization shall expire one hundred twenty (120) days from the date this Application is signed.

CUSTOMER TRADE REFERENCES (companies with whom customer has established credit)

Name: _____ Account #: _____

Address: _____ Phone #: _____

City, State, Zip: _____ Fax #: _____

Name: _____ Account #: _____

Address: _____ Phone #: _____

City, State, Zip: _____ Fax #: _____

Name: _____ Account #: _____

Address: _____ Phone #: _____

City, State, Zip: _____ Fax #: _____

TERMS AND CONDITIONS

By signing and submitting this application, Customer agrees to the following terms and conditions. Kohl is authorized to contact any and all of the owners, principals and references listed above regarding Customer's credit standing. If the application for open account credit is approved, Customer agrees to pay its account in full within the time and according to the terms specified in each invoice issued to Customer. If this account is not paid as specified: (a) interest at the rate of one and three quarter percent (1.75%) per month shall accrue on the unpaid balance; (b) Kohl reserves the right to withhold any shipments or further credit, or impose additional terms as a condition of any further credit; (c) Kohl may pursue all available legal remedies against Customer and any Guarantor; and (d) Customer and Guarantor(s) consent to personal jurisdiction in any state or federal court having venue in Adams County, IL; and (e) all costs and expenses incurred by Kohl in collecting any amounts due, including reasonable attorney's fees, will be included in the amount due from and paid by Customer and Guarantor(s). Customer agrees to waive all claims against Kohl, and hold harmless and defend Kohl from any injuries or damages resulting from or related to any failure of customer's premises, including all electrical, communications, fiber optics, data processing, telephone and other utility lines connected to customer's premises, to comply with applicable building and safety code requirements.

In the event of any changes in ownership or legal structure of the applicant, I/We agree to notify Kohl Wholesale in writing of the changes by certified mail, mail return receipt requested. Kohl Wholesale shall not be affected by such changes until receipt of this written notification of these changes from the applicant.

 X

Signature

Title

Date

GUARANTY

I, _____ and _____, For and in consideration of the extension of credit to _____ (Customer), the undersigned Guarantor(s) agrees to the foregoing Application, including, but not limited to, the Business Credit Report Authorization the Terms and Conditions, and all Addendums (if any), and guarantee full and prompt payment of any obligation of the Customer owed to Kohl, whether now existing or herein after incurred, and further agrees to pay on demand any sum which is due from the Customer to Kohl whenever the Customer fails to pay same. This guaranty shall be an absolute, continuing and irrevocable guaranty for such indebtedness of the Customer. The undersigned expressly waives presentment, demand, protest, notice of protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guaranty, notice of the extending of any guaranteed indebtedness already or hereafter contracted for by the Customer, notice of any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed, notice of any renewal or indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness. The undersigned further waives any right to require Kohl to proceed against or make any effort at collection of the guaranteed indebtedness from the Customer or any other party liable for such indebtedness. If the guaranteed indebtedness is not pay by the undersigned when due, and this guaranty is placed in the hands of an attorney for collection, or suite is brought thereon, or it is enforced through any judicial proceeding whatsoever, the undersigned shall also pay all reasonable attorneys' fees and court costs incurred by Kohl as part of the guaranteed indebtedness. In the event more than one party executes this Guaranty as a Guarantor, then each Guarantor, agrees to be jointly and severally liable for the guaranteed indebtedness and, in all instances herein, the singular shall be construed to include the plural.

 X

Guarantor Signature _____ Print Name _____ Date _____

 X

Guarantor Signature _____ Print Name _____ Date _____

Witness Signature _____ Salesperson Guaranty _____ Date _____

STATE SALES USE TAX CERTIFICATE (check applicable box)

This is to certify that merchandise purchased by the undersigned from N. Kohl Grocer Company, (d/b/a) Kohl Wholesale and Subsidiaries, Quincy, Illinois, for use in their operation has the following State Sales Use Tax Status.

Sold to the public, on which we collect and remit Retail Sales Tax (Most Common)
Our State Sales Tax Number is: _____
State of: _____
Items Exempt: FOOD PRODUCTS, Other: _____

Exempt from State Sales Tax
Exempt on the following basis: _____
State Exemption #: _____
State of: _____

(Attach a copy of your Exemption Certificate or Letter from your State)

We hereby request N. Kohl Grocer Company, Inc., (d/b/a) Kohl Wholesale, and its Subsidiaries to add Sales Use Tax to their invoices for such products used in our operation on which no Sales Tax Exemption is granted by the state on which we do not Collect or Remit Sales Tax.

Name in which Retail Sales Tax/Exemption Certificate is issued

Address _____ City, State, Zip _____

 X

Authorized Signature (Owner/Principle) _____ Date _____

KOHL WHOLESALE PRIVACY PROTECTION POLICY

We at Kohl Wholesale value your patronage and want to maintain your confidence in our business relationship. With this in mind, we have formulated the following principles and guidelines regarding the collection, use and security of personal information you provide to us. **INFORMATION COLLECTION** During our relationship, we may collect and use nonpublic personal information about you from public records, market research, consumer reporting agencies, medical service providers, transactions with us, our affiliates or others; information provided from you on applications, claim forms or other forms; and information obtained from our agents. We strive to keep this information accurate and up-to-date. If you discover this information is incomplete, inaccurate or not current, please notify us immediately at the address or telephone number listed on this application. Our employees' limited access to customer information is based on job function. We educate our employees so they understand the importance of customer confidentiality and privacy. Employees who disregard their privacy responsibilities are subject to discipline. To better service your needs, your nonpublic personal information may be shared. All of our companies work together to provide the services you may want. By sharing information about your accounts and relationships among companies, we can serve you more efficiently and make it easier for you to do business. We do not disclose any nonpublic personal or business information about our customers or former customer to anyone, except as permitted by law. We may disclose information to third parties when we believe it is necessary to conduct our business or where disclosure is permitted by law. Information may be disclosed to others who assist us in providing business services and or assisting us in processing transactions which you have requested or initiated. Information may also be disclosed for audit purposes to help us prevent fraud to law enforcement and regulatory agencies, to consumer reporting agencies or as otherwise permitted by law.

FOR OFFICE USE ONLY				Account #:
Pricing				
Meat	Produce	Level	Allowances	
Do you want any special sheets?				
How do you want the special sheets? (Check one) <input type="checkbox"/> Mail <input type="checkbox"/> Faxed <input type="checkbox"/> Email				
Statement Print Day: <input type="checkbox"/> Monday <input type="checkbox"/> Thursday				
Preferred Delivery Time (4 hour window required): 1 st Preference			2 nd Preference	
Preferred Delivery Day(s) (circle): M T W TH F				
Estimated Weekly Purchases: \$		Estimated \$ per drop: \$		
SPECIAL INSTRUCTIONS:				

ACCOUNTING USE ONLY		
Terms:	Approved By:	Date:
_____	_____	_____
Revised Terms:	Approved By:	Date:
_____	_____	_____