

**APPLICATION FOR OPEN ACCOUNT CREDIT**

**N. KOHL GROCER COMPANY**

(d/b/a) KOHL WHOLESALE ("Kohl")



130 Jersey Street  
 P.O. Box 729  
 Quincy, IL 62306-0729  
**Website:** www.kohlwholesale.com

**Phone:** (217) 222-5000  
**Toll-Free:** (800) 222-5645 (IL) / (800) 245-5645 (MO/IA)  
**Accounting Fax:** (217) 222-5035  
**Email:** credit@kohlwholesale.com

**Kohl Account#:**

**Sales Rep #:**

**Date:**

APPLICANT/CUSTOMER INFORMATION			
<b>Name:</b>			
<b>Trade Name</b> <i>(if different):</i>			
<b>Address:</b>			
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	<b>County:</b>
<b>Phone #:</b>	<b>Fax#:</b>		
<b>Email Address:</b>			
<b>Federal Tax ID / Social Security Number:</b>			

ORGANIZATIONAL STATUS		
<b>Organization Structure:</b>		
<b>State of Organization:</b> <i>(for Corp/LLC)</i>	<b>Year Established:</b>	
<b>President/Manager:</b>		
<b>Type of Business:</b> <i>(Restaurant, School, Nursing Home, Tavern, Catering, etc.)</i>		
<b>Length of Time in Business:</b>		
<b>Hours of Operation:</b>	<b>Open:</b>	<b>Close:</b>

Same as above?	BILLING INFORMATION		
<b>Name:</b>			
<b>Address:</b>			
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	
<b>Phone #:</b>	<b>Fax #:</b>		
<b>Accounts Payable Contact:</b>	<b>AP Phone #:</b>		

Same as above?	SHIPPING INFORMATION		
<b>Name:</b>			
<b>Address:</b>			
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	
<b>Phone #:</b>	<b>Alternate Phone #:</b>		

OWNER(S)/PRINCIPAL(S) INFORMATION			
Name:	Title:	% Owned:	
Home Address:			
City:	State:	Zip:	
Home Phone:		Cell Phone:	
Driver's License #:	State:	Date of Birth:	Social Security #:

Name:	Title:	% Owned:	
Home Address:			
City:	State:	Zip:	
Home Phone:		Cell Phone:	
Driver's License #:	State:	Date of Birth:	Social Security #:

Name:	Title:	% Owned:	
Home Address:			
City:	State:	Zip:	
Home Phone:		Cell Phone:	
Driver's License #:	State:	Date of Birth:	Social Security #:

Name:	Title:	% Owned:	
Home Address:			
City:	State:	Zip:	
Home Phone:		Cell Phone:	
Driver's License #:	State:	Date of Birth:	Social Security #:

MORTGAGOR OR LESSOR INFORMATION <i>(please check one)</i>			
If owned w/ mortgage:	Name of mortgagor:		
	Address:	Phone #:	
	City:	State:	Zip:
If leased or rented:	Name of lessor/landlord:		
	Address:	Phone #:	
	City:	State:	Zip:

**CUSTOMER BANK REFERENCES**

<b>Name of Bank:</b>		<b>Account #:</b>	
<b>Address:</b>		<b>Phone #:</b>	<b>Fax #:</b>
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	

<b>Name of Bank:</b>		<b>Account #:</b>	
<b>Address:</b>		<b>Phone #:</b>	<b>Fax#:</b>
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	

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

<b>Name:</b>		<b>Account #:</b>	
<b>Address:</b>		<b>Phone #:</b>	<b>Fax #:</b>
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	

<b>Name:</b>		<b>Account #:</b>	
<b>Address:</b>		<b>Phone #:</b>	<b>Fax#:</b>
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	

<b>Name:</b>		<b>Account #:</b>	
<b>Address:</b>		<b>Phone #:</b>	<b>Fax#:</b>
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	

**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.

**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.

**Authorized Signature** (Owner/Principal):

*I agree and certify that my printed signature is my signature and agree to conduct this transaction electronically.*

**Title:**

**Date:**

**GUARANTY**

I/We, 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 paid by the undersigned when due, and this guaranty is placed in the hands of an attorney for collection, or suit 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.

**Guarantor Signature:**

**Guarantor Signature:**

**Name:**

**Name:**

**Date:**

**Date:**

**STATE SALES USE TAX CERTIFICATE:**

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:

**RESALE TO THE PUBLIC** (applicant collects and remits retail sales tax) **\*\*MOST COMMON\***

**Our State Resale Certificate Number is:**

**State of:**

**Items exempt: FOOD PRODUCTS, other:**

**EXEMPT FROM STATE SALES TAX** (please attach a copy of your Exemption Certificate or Letter from your State)

**Exempt on the following basis:**

**State Exemption #:**

**State of:**

**SUBJECT TO SALES TAX** (applicant is fully taxable)

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:** (must match Retail Sales Tax/Exemption Certificate):

**Address:**

**City:**

**State:**

**Zip:**

**Authorized Signature** (Owner/Principal):

*I agree and certify that my printed signature is my signature and agree to conduct this transaction electronically.*

**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 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 customers 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.

**AUTOMATIC PAYMENT AUTHORIZATION  
N. KOHL GROCER COMPANY  
(d/b/a) KOHL WHOLESAL ( "Kohl" )**



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P.O. Box 729  
Quincy, IL 62306-0729  
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**Phone:** (217) 222-5000  
**Toll-Free:** (800) 222-5645 (IL) / (800) 245-5645 (MO/IA)  
**Accounting Fax:** (217) 222-5035  
**Email:** [credit@kohlwholesale.com](mailto:credit@kohlwholesale.com)

**Kohl Account#:**

**Date:**

I/We hereby authorize N. Kohl Grocer Company, Inc., (d/b/a Kohl Wholesale), hereinafter called "Kohl", to initiate ACH credit and/or debit entries and, if necessary, adjust any credit and/or debit entries made in error to my/our *(select one or both)*

**CHECKING** or **SAVINGS**  
account(s) indicated below.

I/We also authorize the bank named below, hereinafter called "Bank," to credit and/or debit the same to such account(s).

CUSTOMER INFORMATION		
<b>Name:</b>		
<b>Trade Name</b> <i>(if different):</i>		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Phone #:</b>		
<b>Email Address:</b>		

BANK INFORMATION		
<b>Bank Name:</b>		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Phone #:</b>	<b>Fax#:</b>	
<b>Bank Account Name:</b>		
<b>Routing/ABA#:</b>	<b>Bank Account #:</b>	
<b>***PLEASE ATTACH VOIDED CHECK***</b>		

AUTHORIZATION	
<b>Authorized Signature:</b>	<i>I agree and certify that my printed signature is my signature and agree to conduct this transaction electronically.</i>
<b>Printed Name:</b>	
<b>Title:</b>	<b>Date:</b>

**NOTICE:** A written two (2) week notice by mail is required in order to revoke the above ACH authorization.  
Send by U S Mail to the following address: P. O. Box 729, Quincy, IL 62306-0729.