

CREDIT APPLICATION AND ACCOUNT INFORMATION

Note: In order to expedite the establishment of your account and credit term, please complete each section of the application. Once completed and signed, please fax it to (216) 279-0019

Registered Company Name: _____ Doing Business As (DBA): _____

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____ Website: _____

Bill To Address (invoices will be sent): _____

City: _____ State: _____ Zip: _____ Phone: _____ Fax: _____

Ship To Address: _____

City: _____ State: _____ Zip: _____ Phone: _____ Fax: _____

ACCOUNTS PAYABLE INFORMATION

Contact Name: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Type of Business: _____ Date Started: _____ Federal ID No: _____

State Resale No.: _____ Taxable Non-taxable DUNS No. (D&B): _____

Sole Proprietor Partnership Incorporated, What State: _____ Publicly Traded

****For Tax Exempt or Resale status, please submit a valid Tax Exempt Certificate or State Resale Permit.**

OWNERSHIP INFORMATION

If there are multiple owners, please attach a complete list including the names, titles, addresses and the percentage of ownership. If you have a Parent Company, please list Parent Company name.

1) Owner/Officer Name: _____

Title: _____ % Owned: _____

Home Address: _____

City _____ State _____ Zip: _____

Own Rent Phone: _____

2) Owner/Officer Name: _____

Title: _____ % Owned: _____

Home Address: _____

City _____ State _____ Zip: _____

Own Rent Phone: _____

BANK REFERENCE – MAIN OPERATING ACCOUNT

Please provide full account numbers, contact name, phone and fax numbers of bank references.

Bank Name: _____ Account No.: _____
Address: _____ Contact: _____ E-mail: _____
City _____ State _____ Zip: _____ Phone: _____ Fax: _____

If less than one year, please provide previous bank reference:

Bank Name: _____ Account No.: _____
Address: _____ Contact: _____ E-mail: _____
City _____ State _____ Zip: _____ Phone: _____ Fax: _____

Authorization to Release Credit Information

Company Name(s) as appears on the Main Operating Bank Account: _____

I, _____ hereby authorize _____
(must be authorized signer for the account) (Name of Bank)

to release credit information to **Hospesco Brands Group** for the purpose of
establishing credit. Please release credit information on the following accounts:

- Checking Account # _____
- Savings Account # _____
- Line(s) of Credit Account # _____
- Other Account # _____

Please Sign Here: _____ Date: _____

Credit Limit Requested: \$ _____

Credit Term Requested: _____

By signing this document, the undersigned authorizes Hospeco Brands Group to contact the references and to verify information on the credit application. I/We agree to and shall be liable to pay all invoices within the terms of the invoice date and will pay an interest charge of 1.5% per month on all balances outstanding 30 days or more after the invoice date. In the event that the account is referred to collection, I/we will pay the cost of collection equal to a minimum of 33% of the unpaid principal and interest amount. It is understood that all billing of accounts receivable and credit are processed through Hospeco Brands Group Corporate office in Cleveland, Ohio. It is also understood that in the event of a suit or legal action, Cleveland, Ohio is the venue for litigation. I/We understand that I/We waive our rights to litigate outside of Cleveland, Ohio.

I/We represent that all of the information contained in this application is true and correct, and I/We agree that if any of the information becomes outdated or if I/We learn of a possible or pending change in ownership or management, I/We will immediately notify Hospeco Brands Group

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

TRADE REFERENCES

A *minimum* of **three** trade references, including phone and fax numbers are required to process your application.

1) Business Name: _____ **Acct: No.:** _____

Address: _____ City, State, Zip: _____

Contact: _____ E-mail: _____ Phone: _____ Fax: _____

Type of Business: _____

2) Business Name: _____ **Acct: No.:** _____

Address: _____ City, State, Zip: _____

Contact: _____ E-mail: _____ Phone: _____ Fax: _____

Type of Business: _____

3) Business Name: _____ **Acct: No.:** _____

Address: _____ City, State, Zip: _____

Contact: _____ E-mail: _____ Phone: _____ Fax: _____

Type of Business: _____

4) Business Name: _____ **Acct: No.:** _____

Address: _____ City, State, Zip: _____

Contact: _____ E-mail: _____ Phone: _____ Fax: _____

Type of Business: _____

ADDITIONAL STAFF INFORMATION

Vice President, Name: _____

Phone: _____ Fax: _____ Email: _____

Address: _____ City, State, Zip: _____

Sales Manager, Name: _____

Phone: _____ Fax: _____ Email: _____

Address: _____ City, State, Zip: _____

Marketing Manager, Name: _____

Phone: _____ Fax: _____ Email: _____

Address: _____ City, State, Zip: _____

Purchasing, Name: _____

Phone: _____ Fax: _____ Email: _____

Address: _____ City, State, Zip: _____

Other Contact, Name: _____ **Title:** _____

Phone: _____ Fax: _____ Email: _____

Address: _____ City, State, Zip: _____



HOSPECO BRANDS GROUP RETURN GOODS & WARRANTY POLICY

Commercial Warranty

EXCLUSIVE WARRANTY: For all Hospeco Brands Group products purchased, Hospeco Brands Group expressly warrants that the products are free from defect in material and workmanship for one (1) year from the date of delivery to the Buyer. Any product found by Hospeco Brands Group to be defective in material and workmanship, not caused by Buyer's misuse or negligence, within the one (1) year period, shall be either replaced with the same or substantially same product, or the original purchase price for the product refunded to the Buyer, as solely determined by Hospeco Brands Group. **THE FOREGOING EXCLUSIVE WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER WITH RESPECT TO THE PRODUCT, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

LIMITATION OF LIABILITY: IN NO EVENT SHALL HOSPECO BRANDS GROUP BE LIABLE AND BUYER WAIVES ALL CLAIMS AGAINST HOSPECO BRANDS GROUP FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, WHETHER OR NOT BASED UPON HOSPECO BRANDS GROUP'S NEGLIGENCE, BREACH OF THE EXCLUSIVE WARRANTY, OR STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION ARISING, DIRECTLY OR INDIRECTLY, IN RESPECT TO THE HOSPECO BRANDS GROUP PRODUCT, OR THE USE OR FAILURE THEREOF, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PRODUCTION OR INJURY TO PERSONS OR PROPERTY. IN ANY EVENT, HOSPECO BRANDS GROUP'S MAXIMUM LIABILITY TO BUYER SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY BUYER TO HOSPECO BRANDS GROUP FOR THE PRODUCT.

Return Goods Policy & Claims for Damaged Goods or Discrepancies in Order / Shipment Received

Should you have the need for a return, please contact your Hospeco Brands Group Salesperson or Sales Support Specialist for prior authorization and to receive an RGA Number. Every effort is made to ensure that all orders are picked correctly and shipped according to our customer's purchase orders in good condition. All freight logistics are coordinated with selected and authorized freight carriers. It is the customer's responsibility to inspect the condition, and count of all products received. Hospeco Brands Group does not guarantee the sale of any of its product.

1. Any Non-private label product may be returned solely at the discretion of Hospeco Brands Group and in no event if purchased more than 90 days prior to the requested return. All returns require a Hospeco Brands Group RGA. Customer Private Label products are not returnable unless product is defective.
 - a. For any **NON-DEFECTIVE** product, the cost of the return freight and a 20% restocking fee are the responsibility of the customer.
 - b. Only full saleable cases are accepted, partial cases will not be credited.
 - c. Credit will be issued after receipt and inspection of returned goods.
 - d. Expenses for repackaging of damaged containers will be deducted from credit.
 - e. With regard to returns of **DEFECTIVE PRODUCT**, Hospeco Brands Group assumes the cost of return freight expense and there will be no restocking fees charged. **NOTE:** Hospeco Brands Group will grant our customer an RGA upon receipt of a digital photo showing the damage. Upon receipt and inspection of the product to confirm "defective", credit will be issued to the customer.
2. Shortages and/or damage must be noted on the Delivery Receipt with the carrier's signature at time of delivery. Short pays will not be accepted unless shortage/damage has been noted on Delivery Receipt at time of receipt. After the customer signs the freight carrier's copy of the Delivery Receipt to acknowledge receipt of goods in good condition and correct quantities, the ownership of goods is officially transferred from freight carrier to customer.
3. Hospeco Brands Group must be notified within 48 hours of delivery of any shipping errors (overage, damage, picking errors). An RGA will be issued by Hospeco Brands Group for return of product if required upon receipt of a digital photo of damage and a copy of the signed Delivery Receipt showing damage, shortage, etc. A credit will be issued against any of the aforementioned provided we are notified within 48 hours of delivery.
4. Once RGA number and return instructions have been provided, any returns that are not completed within 90 days from the date of issuance, will result in the RGA being canceled/voided.
5. Hospeco Brands Group does not accept returns for any reason on items purchased through redistribution. Please contact your Distributor directly.
6. Deductions or short pays taken on invoices citing a shortage or damages will not be approved unless prior direct notice was provided to Hospeco Brands Group per the above guidelines.

Terms and Conditions

Orders

Placement

- EDI and email are the preferred methods of receiving orders. Orders placed via these methods will automatically generate an acknowledgment.
- Customers must specify a Customer Purchase Order Number.

Acceptance

- Hospeco Brands Group reserves up to one (1) business day to confirm an order.
- Purchasers agree to the General Terms and Conditions of Sale in this agreement with order placement.

Cancellation

- Orders for non-stock or custom made items are non-cancellable.

Minimums

- Minimum order varies by product category. Consult your Hospeco Brands Group Representative for the specifics. Hospeco Brands Group encourages full layer and full pallet quantities per item.

Pricing

- All Purchase Orders with pricing discrepancies between Hospeco Brands Group and Customer files will be reviewed and corrected to ensure a match before order entry. Pricing discrepancies that may occur post-order-entry must be reported directly to Hospeco Brands Group within 30 days of receipt of the invoice. Short pays or deductions made at time of payment will not be reviewed for approval unless prior notice to Hospeco Brands Group of the discrepancy has been given within the 30-day timeframe.

Credit Approval

- New Customers must submit credit references for pre-approval.
- All orders are subject to credit approval at Hospeco Brands Group sole discretion. No deductions are allowed from remittances without the Hospeco Brands Group prior written authorization.

Freight

Prepaid

- Prepaid Freight is FOB, customers dock.
- Prepaid freight minimums differ by industry segment and geography and are for orders shipping to a single location in the contiguous US and Canada. Consult your Hospeco Brands Group representative for details.
- Prepaid freight does not include any accessorial charges including lift gate, residential delivery, military installation, redelivery, lumper, sort and segregate, inside delivery, etc. Should any of these be required then these should be discussed and agreed to in writing by Hospeco Brands Group prior to first order. In the absence of this written approval no deductions will be allowed for any of the aforementioned.

Prepaid & Add

- For orders less than the agreed upon prepaid minimum, freight is prepaid and added to the invoice.

Carrier Selection

- Selection of the freight carrier is the responsibility of Hospeco Brands Group. Should you require your own specified carrier you may be subject to additional fees or penalties resulting from non-performance of your specified carrier.

Customer Pickups

- Customer pick-up orders from our warehouses require a 48 hours notice for pickup and an appointment.
- Any agreed upon freight allowance will be determined by customer location.

Private Label

- We offer Private Label or Co-Branding in certain of our Hospeco Brands Group product categories and is an important part of the value-add we provide our distributor partners. Refer to our Private Label Product Guide that details the applicable categories, guides for selecting type of private labeling (ex. printed packaging or adhesive labels) the categories and relative MOQs and Pallet quantities. Please contact your Hospeco Brands Group Sales Representative for further details.

Contract Price Support Policy

- Special pricing will be determined by a committed volume and time guarantees. Special pricing will be administered through a POD credit back system when shipped from customer stock.
- Public and/or private bids or supported pricing is available to customers that are stocking and actively marketing Hospeco Brands Group products to end buyers in the geography of the tax supported or private entity, at the discretion of Hospeco Brands Group. Bid support pricing may be made available to customers outside the end buyer's geography on a select basis.
- Bid pricing is available to all Hospeco Brands Group Stocking distributors only upon request. A complete copy of the end user RFP including all items and quantities must be submitted to bids@hospecobrands.com for consideration. You will receive formal bid contract response within 48 hours. All bid credits require proof of delivery. No unauthorized deduction will be honored. Hospeco Brands Group will not allow any rebates on contract quantities greater than those provided on the original bid. Hospeco Brands Group does not honor quantities of bid items purchased through redistributors.

Return Goods Policy & Claims for Damaged Goods or Discrepancies in Order / Shipment Received

Should you have the need for a return, please contact your Hospeco Brands Group Salesperson or Sales Support Specialist for prior authorization and to receive an RGA Number. Every effort is made to ensure that all orders are picked correctly and shipped according to our customer's purchase orders in good condition. All freight logistics are coordinated with selected and authorized freight carriers. It is the customer's responsibility to inspect the condition, and count of all products received. Hospeco Brand Group does not guarantee the sale of any of its product.

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Payment

Terms

- Net 30 days upon approved credit unless otherwise agreed to in writing.

Invoice Remittance

- Payments accepted by Check or Electronic Payments.

Hospeco Brands Group CONTACT FOR CUSTOMER SERVICE

U.S. & Canada: Phone: (800) 942-9199 ▪ Fax: (216) 279-0019 ▪ info@hospecobrands.com

Acknowledged and received by:

Signature

Date

Print Name