

# DAKOTA

# PRIDE

# Food Equipment INCORPORATED

# FDA

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P.O. Box 2925  
Fargo, ND 58108  
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1-800-437-4076  
Fax (701) 232-1323

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Grand Forks, ND 58203  
Ph (701) 746-8471  
1-800-666-2165  
Fax (701) 775-0046

## CREDIT APPLICATION

Please complete in full, sign and Date the terms of agreement.

Incomplete or illegible applications will be delayed, please complete ALL information and neatly.

### Business Information

Full Legal Business Name/DBA: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Business Physical (ship to) Address/City/State/Zip: \_\_\_\_\_

Mailing(Billing) Address/City/State/Zip: \_\_\_\_\_

Type of Company:  Proprietorship  Partnership  Franchise  Corporation  Other

Years Established:  Yr.  Months Annual Sales: \$ \_\_\_\_\_

### Owner/Accounts Payable Information

If your business is less than a year old, SSN and Home address are required

Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Home Physical Address: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

### References

Bank: \_\_\_\_\_ Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Checking Number: \_\_\_\_\_ Savings Number: \_\_\_\_\_

Bank: \_\_\_\_\_ Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Checking Number: \_\_\_\_\_ Savings Number: \_\_\_\_\_

Trade: \_\_\_\_\_ Address/City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Contact: \_\_\_\_\_

Trade: \_\_\_\_\_ Address/City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Contact: \_\_\_\_\_

Trade: \_\_\_\_\_ Address/City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Contact: \_\_\_\_\_

I/We hereby apply for credit and affirm financial responsibility and willingness to pay invoices in accordance with published terms.

The above information is warranted to be true and complete. I/We hereby authorize you to verify and collect information on me/us, including by not limited to bank references, trade credit references, consumer and/or commercial credit reports. I/We agree to pay a monthly finance charge of the maximum applicable state rate on all past due balances. I/We agree to pay all cost of collection and litigation on this account in accordance with the laws of the Creditor's State of Incorporation. I/We agree that all decisions with respect to the extension or continuation of credit shall be in the sole discretion of the Creditor. Any notation of corporate capacity shall be taken as information only and shall not affect the personal nature of the guaranty.

Open line: \_\_\_\_\_ Amount Requested: \$ \_\_\_\_\_ COD Only: \_\_\_\_\_

Signature/Title: \_\_\_\_\_ Date: \_\_\_\_\_

Terms of Sale

**I. Acceptance**

The terms of sale apply to all quotations made and purchase orders entered into with Dakota Food Equipment, Inc, herein called "the seller." This acceptance is conditional on buyer's assent to the terms set out here in lieu of those in buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. An officer of the seller must specifically agree to any changes in the terms in writing before becoming binding on either the seller or the buyer. These terms shall be applicable whether or not they are attached to or enclosed with the products to be sold.

**II. Payment**

- (a) All accounts are C.O.D unless the customer has been granted an open credit line. Accounts that are C.O.D. will be required to put 30% down on all purchase orders of \$2,000 or more, this includes special orders and regularly stocked items. Special orders must put 30% down no matter the purchase order total. No discounts are authorized. Shipments, deliveries and performance of work shall at all times be subject to the approval of the Seller's accounting department and the Seller may at any time decline to make any shipments or deliveries or perform any work except upon receipt of payment or upon terms and conditions or security satisfactory to such department.
- (b) If, in the judgment of the Seller, the financial condition of the Buyer at any time does not justify continuation of production or shipment on the terms of payment originally specified, the Seller may require full or partial payment in advance and, in the event of bankruptcy or insolvency of the Buyer or in the event any proceeding is brought by or against the Buyer under the bankruptcy or insolvency laws, the Seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges.
- (c) All accounts that are past due by 30 days will incur a 1.5% service fee on the total past due. This is equal to an annual percentage rate of 18%. These are not reversible and will not be credit for any reason. If the buyer fails to pay their service fees, the Seller's accounting department has the right to revoke any special pricing the buyer may have at the time.
- (d) If the Seller is forced to send the buyer's account to a collection agency or to a collection attorney, the buyer is responsible for all fees incurred relating to the collection attempt, including, but not limited to attorney and court fees.

**III. Taxes**

Unless otherwise provided herein, the amount of any present or future sales, revenue, excise or other taxes, fees, or other charges of any nature, imposed by any public authority, (national, state, local or other) applicable to the products covered by this order, or the manufacture or sale thereof, shall be added to the purchase price and shall be paid by the Buyer, or in lieu thereof, the Buyer shall provide the Seller with a tax exemption certificate acceptable to the taxing authority.

**VI. Cancellations**

Buyer shall compensate Seller for all special items not regularly stocked. Restocking fee 30%-50% on all orders. Orders for custom equipment may not be cancelled unless approved by the seller.

**V. Returned Goods**

**For regularly stocked items and approved non-stock items.** No product may be returned unless authorized in writing by Dakota Food Equipment, Inc. If return of product is so authorized, buyer shall be required to pay a handling charge and restocking fee of a minimum of 30% on any non-stock item authorized for return. Product must be returned in original factory crate; freight prepaid, and shall not have been used and must be in the same condition as originally shipped by Dakota Food Equipment, Inc. **No returns for custom jobs**

Buyer: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

**Office Use only**

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Date received: \_\_\_\_\_ Officer: \_\_\_\_\_ Title: \_\_\_\_\_