



CHICAGO PRIME PACKER'S (CPP) CREDIT APPLICATION

312.224.2737 | accounting@chicagoprime.com

BUSINESS NAME & CONTACT INFORMATION

Legal Name: _____ Date: _____
 Trade Name (D.B.A.): _____ Phone: _____
 Fax: _____ Email: _____ Federal Tax ID#: _____
 Shipping Address: _____ City: _____ State: _____ Zip: _____
 Billing Address: _____ City: _____ State: _____ Zip: _____
 P.O. # Required for delivery? Yes No Estimated Monthly Credit Requirement: _____
 Contact Person(s) _____

BUSINESS INFORMATION

Form of Ownership (check one): Proprietorship Partnership Corporation (circle one): LLC / S / C State: _____
 Other (please describe): _____ Nature of Business: _____ Date Current Owner Assumed Control: _____
 If owned less than two years, provide name and address of previous business: _____
 Building/Facilities: Owned, Mortgage Holder: _____ Leased, Landlord: _____
 Parent and Affiliated Companies (if applicable): _____
 Is there any pending litigation against the applicant or the business? Yes, Plaintiff: _____ Amount: _____ No
 Has the applicant or the business ever filed for bankruptcy? Business: Yes No Personal: Yes No

OWNER & OFFICER INFORMATION (If a corporation, include President, Vice President & Secretary)

Name: _____ SSN: _____ Address: _____ Phone: _____
 Name: _____ SSN: _____ Address: _____ Phone: _____

BANK REFERENCE

Bank: _____ Account #: _____ Officer: _____ Phone: _____

TRADE REFERENCES

Name: _____ Address: _____ Phone: _____
 Name: _____ Address: _____ Phone: _____
 Name: _____ Address: _____ Phone: _____

AGREEMENT TERMS

For credit consideration, I declare that all information on this form, and on any supplemental enclosures, is correct and true, and that I am authorized to apply for credit on behalf of the business named herein (Applicant). I further authorize Chicago Prime Packers ("CPP") to make inquiries and perform analyses as it deems necessary for determining credit limits, and I authorize Applicant's bank to release general financial information for this purpose. I attest to the Applicant's financial solvency, and agree to pay for each purchase according to the terms in CPP's Sale Agreement which include that payment must be received by CPP within seven (7) days of Buyer's receipt of the Product described in the purchase order. Late payments will result in an additional interest charge of one and one-half percent (1.5%) per month, or eighteen percent (18%) per annum but not to exceed at any time the highest legal rate of interest legally allowed. CPP may elect to refuse any further shipments of Product to Applicant/Buyer until all amounts due and owing to CPP have been paid in full. This includes any and all purchases by Applicant/Buyer that have previously been contracted for by the Applicant/Buyer from CPP. CPP's preferred method of payment is via ACH.

I further agree that any order placed with and accepted by CPP can be cancelled only with CPP's consent and on terms that will indemnify CPP against loss. I further agree that no goods shall be returned without prior authorization, and that all returned items must be in their original containers.

I further agree that if the Product is rejected by the Applicant/Buyer, for any reason, the Applicant/Buyer must contact CPP within one (1) hour of the time of delivery. Applicant/Buyer must call telephonically CPP at 312-670-7072 AND send a text message to 262-745-6280 AND an email to joe@chicagoprime.com. These communications must: 1) explain the reasons for the rejection; 2) provide pictures of the rejected Product; and 3) provide photographic temperature readings of the

rejected Product which shall be done with a hand held infrared thermometer. If the above steps are not taken within one (1) hour of the time of delivery, the Product shall be deemed as accepted in satisfactory condition and wholesome and merchantable for human consumption. In the event Product is rejected outside the United States, Applicant/Buyer agrees to return the Product at its sole charge and expense to CPP at the port of export from the United States.

Applicant understands that it must notify CPP in writing, and by certified mail, of any change in ownership, whether in the name of the entity or in the business structure of the entity under which credit is established, no later than 30 days after such change is effective.

No modification or waiver of any terms by the Applicant will be enforceable without CPP's prior written approval and CPP's terms and conditions (and particularly those contained in CPP's Master Sale Agreement) will govern to the extent of any discrepancy between its terms and conditions, and those submitted by Applicant/Buyer in any sales quotation, purchase and/or similar document.

I agree that any controversy or claim shall be settled by arbitration administered by the American Arbitration Administration under its Commercial Arbitration Rules in accord with the provision as set forth in CPP's Master Sale Agreement

I certify under the penalty of perjury that the statements contained in the application are true and correct. Applicant understands that CPP intends to rely on all of the information presented in this application in determining Applicant's creditworthiness

By executing this Credit Application, I affirmatively state that I have read, and Applicant agrees to be bound by, the terms and conditions set forth herein and in CPP's Master Sale Agreement which is posted on CPP's website and located via the link: https://chicagoprime.com/wp-content/uploads/2021/12/SellerAgreement_CPP_070820_V2.pdf

PERSONAL GUARANTY

The undersigned ("Guarantor", whether one or more) absolutely and unconditionally guarantees to Chicago Prime Packers ("CPP") the full and prompt payment of all indebtedness owing from (name and address of applicant company)

_____ to CPP which may arise in the future. Guarantor understands CPP may enforce this guaranty without first resorting to principal debtor or realizing upon any collateral or other security. Guarantor waives notice of acceptance of this guaranty, notice of the creation, existence or maturity of all indebtedness, notice of default, extension of time, protest, presentment of demand for payment, notice of dishonor and diligence in collection. If it becomes necessary to enforce this guaranty or any provision herein by placing it into the hands of an attorney for collection or enforcement, Guarantor agrees to pay CPP all reasonable attorney's fees and other costs incurred. This is a continuing guaranty and shall remain in full force and effect until written notice of revocation is received and acknowledged by CPP. Revocation shall not operate to release Guarantor from any liability incurred before notice of revocation was received. Any revocation shall affect only the Guarantor in whose name it is delivered.

Date: _____

Signature: _____

Date: _____ Signature: _____ Title: _____

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 6th Street and Pennsylvania Avenue, NW, Washington, DC 20580.

Return Credit Application to **accounting@chicagoprime.com**
 Questions? Contact **312.224.2737**