



301 Airport Road  
North Aurora, IL 60542

Telephone: (630) 859-3308  
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### CREDIT APPLICATION Cherry Logistics Corporation

Business Name: \_\_\_\_\_ (“Customer”)  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: ( ) \_\_\_\_\_ Fax number ( ) \_\_\_\_\_  
 Accts. Payable Contact \_\_\_\_\_ Accts. Payable Phone: ( ) \_\_\_\_\_  
 Yrs. In Business: \_\_\_\_\_ at Location: \_\_\_\_\_  
 Sales Tax Exemption: State: \_\_\_\_\_ Exemption Number: \_\_\_\_\_  
 Requested Credit Limit \$ \_\_\_\_\_ Product Requested:  CC Dry  Blend  
 CC Liquid  Other

Type of Business: \_\_\_\_\_ Corporation: (State: \_\_\_\_\_) Partnership \_\_\_\_\_ Proprietorship  
 Principals of Business: (Pres./Vice Pres.; all partners; all owners)

| <u>Name</u> | <u>Home Address</u> | <u>Position</u> |
|-------------|---------------------|-----------------|
|             |                     |                 |
|             |                     |                 |
|             |                     |                 |

#### BANK REFERENCE: CHECKING ACCOUNT

Bank Name: \_\_\_\_\_ Bank Officer: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
 Approx. Balance: \_\_\_\_\_ Account No.: \_\_\_\_\_

#### BANK REFERENCE: LENDING

Bank Name: \_\_\_\_\_ Bank Officer: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
 Approx. Loan Balance: \$ \_\_\_\_\_ Monthly Payment: \$ \_\_\_\_\_  
 Loan Secured: Yes \_\_\_\_\_ No \_\_\_\_\_ Collateral: \_\_\_\_\_

#### CREDIT REFERENCES:

Years. Credit Exist: \_\_\_\_\_

1. \_\_\_\_\_ Maximum Credit Line: \$ \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone #: ( ) \_\_\_\_\_ Fax #: ( ) \_\_\_\_\_ Contact: \_\_\_\_\_

Years. Credit Exist: \_\_\_\_\_

2. \_\_\_\_\_ Maximum Credit Line: \$ \_\_\_\_\_

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

Phone #: ( ) \_\_\_\_\_ Fax #: ( ) \_\_\_\_\_ Contact: \_\_\_\_\_

Years. Credit Exist: \_\_\_\_\_

3. \_\_\_\_\_ Maximum Credit Line: \$ \_\_\_\_\_

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

Phone #: ( ) \_\_\_\_\_ Fax #: ( ) \_\_\_\_\_ Contact: \_\_\_\_\_

Please attach a copy of the last annual Balance Sheet and Profit/Loss Statement. The undersigned, individually and in his/her capacity as an officer/partner of Customer (if applicable) hereby acknowledges that the foregoing credit information is true and accurate and acknowledges that CLS is relying upon such information in its decision to extend credit to Customer. The undersigned further acknowledges that neither that person, as an individual, nor Customer have ever filed bankruptcy and have not been refused credit within the last 48 months. If either has been refused credit or has filed bankruptcy, that information is contained above. Customer hereby authorizes the release of credit information as required or needed by CLS.

**NOTICE OF TERMS OF SALE**

Invoices are due in full, thirty (30) days from date of invoice. After such thirty (30) days, invoices shall bear interest on outstanding balance at 18% per annum. Payments shall be applied against oldest invoice outstanding. If an attorney or collection agency is retained to collect any balance due, Customer agrees to pay attorney fees equal to 25% of the outstanding balance and agrees that such 25% is fair and reasonable.

All accepted orders, whether or not delivery dates are specified in the purchase order confirmation, shall be subject to delays or failures in manufacture of delivery due to any cause, and CLS makes no promise or representation as to delivery dates or product availability.

Under no circumstances shall CLS be liable for any consequential, special, or incidental damages and Customer's sole remedy or right of recovery for any action or omission by CLS or any breach by CLS of the terms hereof shall be the recovery of any sums actually paid to CLS as to any invoice, product or order upon which Customer is specifically making claim. Customer acknowledges that it may not make claim against CLS for any lost profits or sales, expenses, damages, or otherwise, and its sole right of recovery against CLS, directly or indirectly, is the aforementioned amounts actually paid CLS for the product for which claim is being made. If any claim by Customer relates to an invoice or for purchase of product which has not been paid for, Customer shall not be entitled to make any claim for damages, injury, expense or the like, it being clearly understood by Customer that payment of its obligations to CLS is a condition precedent to any claim it might otherwise make against CLS.

This Agreement shall be construed and interpreted according to the laws of the State of \_\_\_\_\_, U.S.A. Customer hereby submits itself to the jurisdiction of the State of \_\_\_\_\_ and agrees that, for the purposes of any action brought by Customer under this Agreement, the exclusive venue for any claims shall be brought in the District Court of \_\_\_\_\_. CLS may, pursuant hereto, bring any action hereunder or any claim for money due in the aforementioned District Court of \_\_\_\_\_, or at its sole option, may bring any action in any other court of competent jurisdiction. If CLS should file the action other than in the District Court of \_\_\_\_\_, the terms hereof shall not prohibit Customer from asserting any compulsory counterclaim in such jurisdiction outside of \_\_\_\_\_.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME & TITLE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

**SALES TAX EXEMPTION CERTIFICATE MULTI-JURISDICITON**

I certify that

|                                |       |          |
|--------------------------------|-------|----------|
| Name of Firm (Buyer)           |       |          |
| Street Address or P.O. Box No. |       |          |
| City                           | State | Zip Code |

**Is engaged as a registered:**

- Wholesaler
- Retailer
- Manufacturer
- Lessor

NOTE: Check applicable state laws for authority to issue certificate for the uses indicated above. Review national tax reporting service publications for information concerning those states that honor this certificate from.

I certify that the firm (buyer) is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product to be resold, leased, or rented in the normal course of our business. I am in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

|               |                              |               |                              |
|---------------|------------------------------|---------------|------------------------------|
| City or State | State Registration or ID No. | City or State | State Registration or ID No. |
|---------------|------------------------------|---------------|------------------------------|

I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax, I will pay the tax due direct to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order which I may hereafter give to you, unless otherwise specified, and shall be valid until canceled by me in writing or revoked by the city or state.

|  |
|--|
| General description of products to be purchased from the seller: |
|--|

CAUTION: In order for the certificate to be accepted in good faith by the seller, the seller must exercise care that the property being sold is of a type normally sold wholesale, resold, leased, rented, or utilized as an ingredient or component part of a product manufactured by the buyer in the usual course of his business. A seller failing to exercise due care could be held liable for the sales tax due in some states or cities.

Misuse of this certificate by the seller, lessor, buyer, lessee, or the representative may be punishable by fine, imprisonment or loss of right to issue certificates in some states and cities.

Under penalties of perjury, I swear, or affirm that the information on this form is true and correct as to every material matter.

|  |       |      |
|--|-------|------|
| Authorized Signature (Owner, Partner or Corporate Officer) | Title | Date |
|--|-------|------|