

Kehe Direct - New Customer Form - Chicagoland Area

Contact Information

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|--|----------------|
| Date Submitted | |
| Full Business Name | |
| Contact Name | First: |
| | Last: |
| Phone Number | |
| Fax Number | |
| Email Address | |
| Shipping Address | Street: |
| | City: |
| | State: |
| | Zip: |
| Billing Address (If different from shipping address) | Street: |
| | City: |
| | State: |
| | Zip: |
| Kehe Sales Rep | Number: |
| | Name: |

Tax Information- attach copy of Federal or State Tax ID Exemption Certificate

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| Federal Tax ID # (FEIN if incorporated, SSN if not) | |
| State Resale Tax ID # | |
| Issued To (Signer) | |
| Title | |

I certify that all products purchased from Kehe Direct/Kehe Food Distributors, Inc that are delivered to us in any state, country or city are for wholesale or resale in the normal course of our State Registration or ID #

Transportation Requirements and Special Handling (please note all that apply)

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| Smaller Truck Required (32' long x 12'6" high) | |
| Location Requires Lift Gate | |
| Location Zoned as Residential | |
| Specific Receiving Times | |

Terms and Conditions of Sale

It is understood that the information presented in this Customer Application is true and correct to the best of the Applicant(s) knowledge.

The applicant(s) hereby authorizes the bank(s) of record to release information regarding the Applicant(s) to Kehe Direct/Kehe Food Distributors Inc.

- Orders: No order is binding until accepted by Kehe Direct/Kehe Food Distributors Inc. All prices are subject to change without notice.
- Payment Terms: Credit Card
- Returns: Kehe Direct/Kehe Food Distributors Inc will accept return of product only if shipped in error, damaged or out of date.
- Shipment and Deliveries: Kehe Direct/Kehe Food Distributors Inc's only obligation regarding delivery dates shall be to use reasonable efforts to meet them. Title and risk of loss shall pass to buyer at F.O.B. port. Kehe Direct/Kehe Food Distributors Inc will not be liable for any delays, breakage, loss of damage after having made delivery in good order by non-Kehe Direct/Kehe Food Distributors Inc carrier(s). Shipments deemed acceptable by buyer unless notice of rejection is received by Kehe Direct/Kehe Food Distributors Inc within 2 days of receipt of product by buyer. Kehe Direct/Kehe Food Distributors Inc may also assess a surcharge for shipping outside the normal schedule by customer request.
- Liability: Kehe Direct/Kehe Food Distributors Inc shall not be liable for loss or damage of any kind resulting from delay or inability to deliver on account of fire, strikes, labor disputes, shortages of materials or products, accident, war, delay of common carriers or suppliers, acts of civil or military authorities or from any other cause beyond its control.

6. Taxes: The amount of present or future sales, excise or other taxes if applicable to the products ordered will be added to the purchase price and paid by buyer unless buyer provides Kehe Direct/Kehe Food Distributors Inc with an exemption certificate acceptable to taxing authorities.
7. Warranty: Unless otherwise stated Kehe Direct/Kehe Food Distributors Inc warrants only that the products will conform to the applicable specifications and be free of defects in design, material and workmanship as established by the respective manufacturer. Any improper misuse or failure to maintain in accordance with applicable instructions as specified by the manufacturer or other circumstances shall void the warranty.
8. Remedies/Limitations of Remedies: Kehe Direct/Kehe Food Distributors Inc's rights and remedies set forth herein shall be in addition to any legal or equitable right or remedy available to Kehe Direct/Kehe Food Distributors Inc. Kehe Direct/Kehe Food Distributors Inc shall not be liable for any incidental consequential, special or punitive damages arising from the sale or use of any products or Kehe Direct/Kehe Food Distributors Inc's performance or failure to perform any of its obligations hereunder, whether the claims are in contact, including negligence or strict liability. Buyer's sole and exclusive remedy after acceptance of the products shall be the remedy available under the warranty provisions provided by the specific manufacturer.
9. Controlling Provision: These terms and conditions shall supersede any terms and conditions contained in any order or other writing purchaser may give, and the right of the parties shall be governed solely, by the provisions, terms and conditions hereof.
10. Serviceability: If any provisions hereof are invalid or unenforceable, it shall be reformed and deleted, but only to the extent necessary to make it valid or enforceable, and the remaining provisions hereof shall remain in full force and effect.
11. Applicable Law/Arbitration: All disputes between parties arising out of or related to this agreement or the breach, alleged breach or interpretation thereof shall be governed by the laws of the State of Illinois except for its choice of law rules. The parties agree to submit all such disputes to binding arbitration, which shall be held in Chicago, Illinois, in accordance with the rules of the American Arbitration Association pertaining to commercial arbitration. Within 30 days after other party has notified the other in writing that it is submitting a dispute for arbitration, three arbitrators shall be appointed with said rules. The arbitrators shall have no award damages herein. The arbitration award shall be by a written decision containing findings of fact and conclusions of law shall be final and binding. It may be entered in and enforced by any court of competent jurisdiction. The party prevailing in the arbitration for any legal proceeding shall be entitled to recover its costs including reasonable attorney's fees incurred due to the arbitration or other legal proceedings.

Acceptance of Terms

The above is understood, agreed and accepted by:

Applicant Signature (Printed)

Applicant Signature

Title

Date

This application is not binding unless accepted by Kehe Direct/Kehe Food Distributors, Inc and is subject to Kehe Direct/Kehe Food Distributors, Inc. terms and conditions of sale

Approval Required (Internal Use Only)

Name (Printed)

Signature

Date

Please return completed customer form and copy of tax ID certificate to Customer Service:

Email: CustomerService@kehedirect.com

Fax: 815-886-4360

Mail: Attn: Kehe Direct 900 N. Schmidt Rd. Romeoville, IL 60446