



Importers & Distributors of Selected Specialty Foods

## Welcome to Prime Line!

Please find the attached forms in order to enter your business in our system, and in order to establish a line of credit with our company. We ask you to please complete these forms in their entirety, since incomplete information or missing signatures will slow down your credit approval process and delay your first order.

- Company Policies
- Credit Application and Agreement
- Terms of Sale and Credit Policy
- New Customer Truck Delivery Form
- If applicable, please submit Annual Resale Certificate For Sales Tax
- Copy of Driver's License

Please submit your completed new account forms to any of the options below:



- e-mail:

[credit.nyc@primelinedist.com](mailto:credit.nyc@primelinedist.com)



- mail:

Prime Line Distributors  
Attention: New Accounts  
833 Whittier Street  
Bronx, NY 10474



- Fax:

718.589.2961

Please allow 5 business days for review and for time to process your account

Thank you again for your interest in Prime Line and we look forward working with you and providing you with the highest level of products and services!

If you have any questions, please contact us at (800) 272-0254.



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## COMPANY POLICIES

### Truck Deliveries

Deadline and delivery times are determined by your location to our regular scheduled delivery routes. We will do our best to accommodate to your requested delivery days and times.

- Our minimum order is \$500 for truck deliveries.
- Our minimum order is \$300 for coffee & tea deliveries.
- Orders must be placed before **5pm** for next day delivery.
- A fuel surcharge of \$5 is charged for each truck delivery.
- We do not deliver to residential areas or homes.
- We charge a \$25 Emergency Delivery fee for same day, weekend, or after hours deliveries.

### Warehouse Pick-Ups

- Our minimum order is \$500 for any pick-ups in our warehouse.
- Orders must be placed one day prior to desired pick-up time.
- Same day or walk-in orders will not be processed.
- Pick-up hours are between 10:00 am – 4:00 pm Monday through Friday.

### Shipments by Courier

- We do not ship any food products via UPS, FedEx, or any other courier.
- We do ship coffee products via UPS or FedEx as long as the order meets a \$200 minimum and the customer is responsible for all freight and handling charges.

### Payment Terms

Any orders placed prior to credit approval will be shipped on a C.O.D. basis. Accepted forms of payments may be checks, cash, ACH, or wire transfers. Credit cards are not accepted as a form of payment.

Remit To Address:

P.O. Box 865910  
Orlando, FL 32886-5910

### Trade

Prime Line is a wholesale company. We only sell to the food and beverage service trade.

CUSTOMER ACCOUNT N°



TERMS



Importers & Distributors of Selected Specialty Foods

SALES REPRESENTATIVE NAME

### CREDIT APPLICATION AND AGREEMENT

(Please fill out completely. Incomplete applications will not be processed)

Business Legal Name : _____	Business DBA Name (if applicable) : _____
Billing Address : _____	Shipping Address : _____
City, State, Zip : _____	City, State, Zip : _____
Phone Number : (        ) _____	Accounts Payable Contact : _____
Federal Tax ID : _____	A/P Phone Number : (        ) _____
Type of Business : _____ Year Established: _____	A/P Email : _____
Owner/Officer Name : _____	Owner/Officer Name : _____
Home Address : _____	Home Address: _____
Telephone : (        ) _____	Telephone : (        ) _____
Bank Name : _____	Address : _____
Bank Officer Name : _____	Telephone : (        ) _____
Account Number: _____	_____

#### Trade References

Business Name : _____	Account Number: _____
Telephone Number : (        ) _____	Fax Number: (        ) _____
Business Name : _____	Account Number: _____
Telephone Number : (        ) _____	Fax Number: (        ) _____
Business Name : _____	Account Number: _____
Telephone Number : (        ) _____	Fax Number: (        ) _____

#### APPLICANT/CUSTOMER UNDERSTANDS AND AGREES THAT ALL PURCHASES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE AND EXTENSION OF CREDIT SET FORTH ON THE REVERSE SIDE OF THIS DOCUMENT.

The undersigned, individually, and on behalf of the Applicant named above, hereby authorizes the financial institutions and trade references identified above to release any credit and financial information requested by Prime Line to assist them in verifying credit. I also acknowledge and agree with the terms and conditions set forth on the reverse side of this application. The undersigned hereby certifies that the information he/she has furnished is true and correct and certifies that he/she is authorized to sign for and to bind the Applicant/Customer and that the purpose of the account sought will be solely for commercial use.

Applicant Signature

Print Name / Title

Date

Driver's License Number

#### CONTINUING AND UNCONDITIONAL PERSONAL GUARANTY

**Copy Must Be Attached**

For value received and the further consideration of any credit that PRIME LINE DISTRIBUTORS, INC. (singly or collectively, "PRIME LINE") has heretofore or may hereafter from time to time extend to the Applicant above, or any extension of time which PRIME LINE may grant for the payment of indebtedness heretofore incurred by the Applicant, the undersigned, jointly and severally, do(es) hereby personally guarantee the full and prompt payment to PRIME LINE, its successors and assigns, of all indebtedness, including interest, which the said Applicant has heretofore incurred with, and does hereafter incur to PRIME LINE.

Notice of the acceptance of this Personal Guaranty, of extension of credit hereunder, extension of time for payment of indebtedness, default in payment, change in form of indebtedness, demand for payment hereunder, modification or renewal of any of said indebtedness or any part thereof, or of any matter with respect thereto, is hereby expressly waived.

This Personal Guaranty is an absolute, continuing, irrevocable, unlimited and unconditional guaranty of payment and shall be binding notwithstanding extension of time for payment, change in credit limits, terms of sale, form of indebtedness and failure to give notice of default or nonpayment to the Applicant or to the undersigned all of which is hereby waived. The undersigned also agree(s) to pay all costs (including reasonable attorney's fees whether incurred in connection with collection, trial, appeal bankruptcy proceedings or otherwise) of collection against the undersigned under this Personal Guaranty. The undersigned acknowledge(s) that this Personal Guaranty is entered into and payment is to be made hereunder in Broward County, Florida and stipulate(s) to venue in any legal action in connection herewith in Broward County, Florida. The undersigned waive(s) the right to jury trial in any action arising from or in connection with this Personal Guaranty. This Personal Guaranty shall inure to the benefit of PRIME LINE, its successors and assigns, and shall be binding upon the undersigned and their heirs and legal representatives.

Signature of Personal Guarantor, Individually

Print Name

Date

Driver's License Number

**Copy Must Be Attached**



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## TERMS AND CONDITIONS OF SALE AND EXTENSION OF CREDIT

The Applicant for credit, herein also referred to as the "Customer", in exchange for, and as inducement for Prime Line to extend credit, hereby acknowledges and agrees to the above Terms and Conditions of Sale and Extension of Credit and Company Policies.

1. Payment is due according to terms set forth on the invoice issued to Customer. Statements may be sent for informational purposes only. Past due accounts shall be subject to a 1-1/2% per month (18% per year or maximum allowable by law) finance charge on the unpaid principal amount. Payments received shall be applied first to finance charges and then to principal, with the payment being applied to oldest balances first, unless Customer specifies otherwise in writing with the payment. The location for payment for all purchases is 833 Whittier street, Bronx, New York 10474.
2. Customer shall pay Prime Line an administrative fee in the amount of \$35 (or maximum allowed by law) for each returned item (whether check or ACH) that is dishonored for any reason.
3. Prime Line shall at all times have the sole discretion to determine the amount of credit, if any, which may be extended to Customer. Prime Line may similarly elect to terminate credit to Customer at any time in its sole discretion. Prime Line reserves the right to stop deliveries on accounts that exceed credit limits and/or invoice terms or if Customer's account is past due.
4. After twelve (12) months, any remaining unused Customer credit balance entry may be moved from Customer's Statement of account but shall continue to be reflected as a credit available to Customer in an appropriate accounting journal of Prime Line.
5. Any disputed item, price, term or provision of Prime Line's printed invoice or statement, shall be made in writing by the Customer and sent to Prime Line within 5 days of date of receipt of invoice or statement in order to be considered. Any claim of spoilage, defect or shortage shall be made to Prime Line in writing within two (2) days of delivery in order to be considered. **In order to be considered for return credit, items must be in saleable condition, without labels or price tags, sealed original and unmarked boxes. We do not accept returns for refrigerated or frozen products.** Prime Line shall not be responsible for consequential or special damages in connection with sales made hereunder.
6. Unless Customer provides advance written instructions otherwise to Prime Line, all employees, apparent agents of the Customer shall be considered to be authorized to place orders, make purchases and accept deliveries on the account. Any special requirements regarding the placing of orders must be provided to Prime Line in writing by the Customer in advance.
7. This Agreement and all transactions between the parties shall be governed and interpreted in accordance with the laws of the State of Florida, without regard to the conflicts of laws provisions thereof. In consideration of any extension of credit by Prime Line, should any indebtedness not be paid in accordance with both invoice payment terms and these terms of credit, Customer agrees to pay all costs of collection including reasonable attorneys' fees, at trial and appellate levels and in bankruptcy, whether suit be brought or not, and agrees to the exclusive jurisdiction of and venue lying in the state and federal courts located in Broward County, Florida in connection with all actions brought in connection with the account or purchases made by Customer. No *forum non conveniens* defense shall apply. Customer waives the right to jury trial in any action related to Customer's account or purchases.
8. Customer shall notify Prime Line in writing at least twenty-one (21) days in advance of any change in the ownership or management of Customer's business. Otherwise, Customer shall continue to be responsible for all purchases made under the account.
9. Customer agrees that the following disclosure shall be deemed to be included on all invoices for perishable commodities sold to Customer. The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. Sec. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.
10. Customer authorizes its financial institutions to release information regarding account balances and credit history (both business and personal) and authorizes Prime Line to conduct credit searches and to contact trade references and others in connection herewith and in connection with future credit reviews.
11. This Agreement shall be binding upon Customer and its heirs, successors and parents and subsidiaries but is not assignable by Customer. This Agreement is assignable by Prime Line.



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**NEW CUSTOMER DELIVERY SET UP FORM**

PLEASE PROVIDE DETAILED DELIVERY INFORMATION

BUSINESS DBA NAME: \_\_\_\_\_

DELIVERY ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

RECEIVER CONTACT INFO: \_\_\_\_\_  
\_\_\_\_\_

DAY	ROUTE	STOP	RECEIVING HOURS
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
	SYSTEM		
LEVEL			
SALESPERSON			
INDUSTRY			
TERRITORY			
MINIMUM			

*Grey area is for office use only*

SPECIAL INSTRUCTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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I authorize Prime Line Distributors to automatically charge/debit any funds owed to the company direct from my account at the depository financial institution named in the form below.

I understand that this agreement may be terminated by me or by the company at any time by written notification. Any such notification requires a reasonable time to act upon it.

### ACH Location Setup Request Form

Vendor/Customer Name: \_\_\_\_\_

Vendor/Customer Account Number: \_\_\_\_\_

### Vendor/Customer Banking Information:

Bank Name: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

### Prime Line Distributors Banking Information:

Operatibg Company: \_\_\_\_\_

Wells Fargo Bank Account for transaction \* \_\_\_\_\_

### Reason for ACH Setup:

Business Case for ACH setup

(ex. Pay vendor to obtain extended terms, pay vendor to obtain or avoid lost discounts, debit customers account for payment of AR, etc.):

\_\_\_\_\_

#### Authorizations:

#### Customer Authorization

#### Prime Line Authorization

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**\* Attached a voided check with this form.**

# ACH

(Automated Clearing House Network)



**BANK INFORMATION:**

Wells Fargo, N.A.  
350 E. Las Olas Blvd. Suite 1800  
Fort Lauderdale, FL 33316  
MAC Z6074-182  
Tel 954-765-3961  
Bob Calpin

Senior Business Relationship Manager

***Bob.Calpin@wellsfargo.com***

**ACH and Wire Info:**

Acct. no. 2000035778444  
Routing no. 063107513  
Swift code WFBIUS6S  
ABA WIRE # 121000248