



Welcome!

We thank you for your interest in Southern Foods. We are sure that you can appreciate the many factors considered before entering into a business relationship. This application helps us evaluate these factors.

Please complete this form and return it to your sales representative, mail it to my attention, or fax it directly to me at 336-545-3677.

We have established certain criteria in our business to grant credit terms. Please be aware that all credit decisions are made in Greensboro, N.C. Your sales representative does not have final authority to open an account, or to grant terms. Should you have any questions while completing this application, please direct them to the Credit Department at 800-642-3767 x 3887.

All orders submitted with this application are under consideration. If you need an order filled immediately, we will gladly accommodate you, shipping product to you on a cash only basis at the point of sale.

Again, thank you for your interest in Southern Foods. We will do everything possible to live up to your expectations.

Sincerely,

Steve Throckmorton
Credit Manager
sthrockmorton@southernfoods.com

***** Please retain this page for your records. *****

Credit Memo and Return Authorization Procedure are on the reverse side.

SOUTHERN FOODS CREDIT MEMO & RETURN AUTHORIZATION PROCEDURE

OUR COMMITMENT: Every product we sell will give you complete satisfaction or you may return it for a prorated refund.

CREDIT MEMO AUTHORIZATION

1. Your sales representative is responsible for approving claims for credit. Please provide the original invoice number and delivery date.
2. Claims for credit will be considered for but not limited to the following:
 - Quality, shipping damage, broken packaging, unacceptable substitution, spoilage, and processing (not to customer specifications). Product must be returned to Southern Foods prior to receiving credit (See Return Authorization Procedure below).
 - Incorrect pricing, shortages, incorrect weight, incorrect unit measure.
3. Southern Foods will forward claims related to quality issues on “Boxed Beef” and/or portion cut product to the manufacturer for approval. Southern Foods provides only quality products that meet or exceed all USDA grading requirements, and comply with the specifications set forth in the NAMP Meat Buyers Guide.

Southern Foods is not responsible for shortages or shipping damage after delivery is made and customer signs for receipt of goods. Labeled packing quantities may vary due to manufacturer specifications. Product ordered, delivered, and received becomes the property of the customer (unless and until returned for credit). We do not ship goods on consignment.

RETURN AUTHORIZATION

1. Your Sales Representative is responsible for completing a Return Authorization (provide the original invoice number and delivery date of the product(s) to be returned). Notify your sales representative regarding a return request at least one day prior to your next scheduled delivery date.
2. Request for product returns must meet the following criteria:
 - Fresh seafood.....within 24 hours of delivery.
 - Fresh Meats, Cheeses, and Non-Frozen Goods.....within 72 hours of delivery.
 - Frozen and Dry Goods.....within four business days of delivery.
3. Return of special order and/or cut to specifications goods is not permitted.
4. All goods must be returned in the original packaging and in the same condition as received.
5. Credit for damage, spoilage and processing issues will be issued only upon return of goods to Southern Foods.
6. Note: Our drivers are permitted to pick up returned goods only upon completion of an approved Return Authorization. Our Sales Representatives are not permitted to pick up returned goods.

EXCEPTIONS / The Director of Inside Sales must approve any exceptions to this procedure.

The following information is submitted for consideration in opening an account with Southern Foods Group, LLC.



P. O. Box 26801
Greensboro NC 27429-6801
(335) 545-3887

FAX: (336) 545-3677

Bill To:
Name: _____

Ship To:
Name: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Receiving Hours: _____

Business Telephone: (____) _____

Legal Entity: Proprietorship____ Partnership____ Corporation____ Other _____ (specify)

Owner _____

Guarantor _____

Soc. Sec. # _____

Soc. Sec. # _____

Home Address: _____

Home Address: _____

City, State, Zip: _____

City, State Zip: _____

Phone: (____) _____

Phone: (____) _____

Officers of Corporation, Partners or Proprietors as follows:

a. Name & Title _____
Home Address: _____
City, State, Zip: _____
Phone: (____) _____

b. Name & Title _____
Home Address: _____
City, State, Zip: _____
Phone: (____) _____

Food Supplier References:

a. Name _____
Home Address: _____
City, State, Zip: _____
Phone: (____) _____

b. Name _____
Home Address: _____
City, State, Zip: _____
Phone: (____) _____

State of Incorporation _____ County locale of business _____ No. of years in business _____

Bankruptcy ever filed _____ If yes, date and amount _____

Judgement ever filed against you? _____ If yes, date and amount _____

If proprietorship, name and address of nearest relative not living with you: Name: _____

Address: _____

City, State, Zip _____ Phone (____) _____

Have you done business with Southern Foods in the past?: _____

If yes, under what corporate and/or dba name? _____

Bank name, telephone #, and account #: _____

Your accounts payable information:

Name of contact: _____ Phone # (____) _____ Fax # (____) _____

Email address: _____

Mailing address: _____

Important - See Reverse Side

Terms and Conditions

The applicant and the undersigned individual warrant that all of the above information is true and correct and that I (we) will immediately notify you of any changes in the above business structure. I (we) hereby authorize you to make whatever inquiries deemed necessary in verifying the above information and granting credit terms. If credit is granted, the terms of this application will become the binding agreement between the parties, and I (we) agree that all invoices will be paid by the due date. If not, I (we) agree to pay 1&1/2% per month finance charge on each invoice that is past due. If for any reason the account is not paid when due and collection is required, I (we) will pay Southern Foods' cost of collection, including reasonable attorney's fees. The failure of Southern Foods to insist upon the performance of this Agreement or to exercise any remedy available in the event of a default shall not constitute a waiver of any rights hereunder.

The parties to this contract, including their successors and assigns, agree that the General Courts of Justice, the City of Greensboro, North Carolina, shall have exclusive jurisdiction and venue over any dispute arising between the parties, including, but not limited to, any legal action to effect the collection of this account. I (we) understand and agree that any executed facsimile printout of this agreement requested and received by Southern Foods is intended to be an original counterpart to this Agreement.

_____ By: _____
Company name (If applicable, Type/Print) Signature

Date: _____
Type/Print Name & Title

Personal Guarantee

In consideration of benefits accruing to me, either directly or indirectly, through the extension of credit, I personally guarantee payment of all correct charges including attorney's fees and interest as stated above incurred by the above applicant to Southern Foods. This guarantee shall: (1) be a continuing guarantee to enable the above applicant to have credit over an extended time and with respect to successive transactions; (2) be a guarantee of payment and not of collection; (3) not be impaired or limited by any settlement with applicant or any change in or modification of any obligations under the credit terms or this guarantee; and (4) terminate with respect to any individual guarantor only upon receipt by Southern Foods Group, LLC via Certified Mail, Return Receipt Requested, from said individual guarantor, of written notice of said termination, but only as to obligations incurred or otherwise arising after receipt of such notice. Notice of acceptance of this guarantee, of extension of credit hereunder, of default in payment, or any other matter with respect hereto is expressly waived. The parties agree that the General Courts of Justice, the City of Greensboro, North Carolina, shall have exclusive jurisdiction and venue over any dispute arising out of the terms of this guarantee.

_____ (Seal)
Print/Type Guarantor's Name (Do not include title) Guarantor's Signature (Do not include title)