

# New Customer Form

Lammes Candies Since 1885, Inc. ▪ PO Box 1885 ▪ Austin, Texas 78767 ▪ 512.310.1885P ▪ 800.252.1885P ▪ 512.238.2009F

Business Name \_\_\_\_\_

Owner or Buyer \_\_\_\_\_ Telephone \_\_\_\_\_

Mailing Address \_\_\_\_\_ Fax \_\_\_\_\_

City / State / Zip \_\_\_\_\_

Age of business \_\_\_\_\_ Product resold? Y N Store Front? Y N CORP \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ SOLE PROPRIETOR \_\_\_\_\_

Description of business (what you do or sell) \_\_\_\_\_

Email Address \_\_\_\_\_ Website \_\_\_\_\_

Complete ALL of the following personal information for each PRINCIPAL, PARTNER, and/or SHAREHOLDER. Attach extra pages if necessary.

Name \_\_\_\_\_ Telephone \_\_\_\_\_

Home Address \_\_\_\_\_

City / State / Zip \_\_\_\_\_

## Answer the following questions by circling Y or N

NOTE: Opening orders require pre-payment. \$150 minimum. We are unable to accept COD orders. Credit checks are confidential and require 1-2 weeks for processing.

- I would like to ALWAYS pay by credit card (Visa, MC, & Discover): Y N
- I would like to apply for terms: Y N If YES, then complete the back of this form.

## General Information

### NEW ACCOUNTS:

Product must be resold from an approved venue. We reserve the right to restrict the resale of Lammes Candies. The sale of Lammes Candies to convenience stores and mass merchandisers is prohibited! Opening orders require payment via check or credit card (MC, VISA, & DISC) and a completed New Customer Form. No CODs. If you are applying for credit, fill out the New Customer Form completely, **sign**, and return to Lammes Candies. Credit references are confidential and require one to two weeks for processing. A signed and completed Resale Tax Certificate is required if your business is in the State of Texas.

### ORDERS:

Order minimum is \$150 per location. Prices are subject to change without notice. A minimum of three (3) business days lead time is required on all orders, although, in most cases we will ship much sooner. Large orders may require additional lead time. (Note: During the summer months, the lead time on orders may be increased depending on day of order and shipping location).

### TERMS:

Net 30, FOB Austin, Texas. There will be a 1 ½ % per month charge on invoices over 30 days. **No credit card payments accepted for terms customers.**

### SHORTAGE/DAMAGE:

Merchandise is not BACKORDERED. Contact us if you would like the shortage backordered. Verify that you are signing for the correct number of cases. All shortages and damages must be noted with the shipping company. Contact Lammes immediately if there is concealed damage or shortage. Prior approval from Lammes Candies is required to REFUSE, RETURN, or take CREDIT from an invoice.

### THIS MERCHANDISE IS NON-RETURNABLE.

Candy covered by this invoice is guaranteed from manufacturing defects, but its sale is not guaranteed. No returned merchandise will be accepted by Lammes Candies unless written permission to return has been granted. Claims for shortage or damage in transit must be made within three (3) business days after receipt of goods. All goods covered by this invoice are guaranteed to comply with the Federal Food, Drug, & Cosmetic Act, amendments thereto, and the Federal Fair Labor and Standard Act.

### SHELF LIFE:

Shelf life begins on the date you receive your product. Lammes recommends that all boxes be dated with receipt date of shipment.

1885's	2 ½ - 3 Months	Chocolate, Nuts	3 - 4 Months
Almond Crunch	3 - 4 Months	Chocolate, Soft Center	3 - 4 Months
Almond Toffee	3 - 4 Months	Divinity	2 - 3 Months
Barks	3 - 4 Months	Kisses, Mint & Assort.	4 - 6 Months
Casher Critters	3 - 4 Months	Longhorns	3 - 4 Months
Cherry Cordials	4 - 6 Months	Mints, Fiesta, & Sherbet	6 - 9 Months
Choc'Adillos	3-4 Months	Peanut Paws	3 - 4 Months
Chocolate Barks: Milk	9 Months	Texas Chewie ® Pecan Praline	1 Year
Chocolate Barks: Nuts, soft center, crisped rice	4 - 6 Months	Truffles	4 - 6 Months

If you have answered 'Yes' to question #2, then please complete the following:

Has the business or any of its Principals, Partners or Shareholders ever filed a petition in bankruptcy, been declared bankrupt and/or a judgment against any of them?

Y/N \_\_\_\_\_

**Bank Name, Address & Phone Number**

\_\_\_\_\_  
\_\_\_\_\_

**LIST SIX (6) CREDIT REFERENCES: address, phone, fax & account number  
(You may attach a credit sheet)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CREDIT ACCOUNT AGREEMENT**

This is an agreement between Lammes Candies Since 1885, Inc. (for convenience referred to as "we," "us," and "our") and the undersigned business/commercial customer as set out in the signature below (for convenience referred to as "you" & "your.")

1. **PURPOSE OF AGREEMENT:** This Agreement governs the payment terms and conditions applying to purchases made by you from us, from time to time, of various goods. You agree with us to pay the invoice for goods you purchase from us. We agree, until cancellations by us of the Agreement, to sell and deliver goods to you.
2. **PURCHASES:** Purchases made by you (or for you on your behalf by your agents, employees or representatives) during any "Billing Cycle" will be posted by us to your, "Account," based on our records of purchase or delivery orders received. You agree with us that your signature, or that any person with apparent authority to act on your behalf, indicating receipt or delivery of goods, shall be conclusive proof of such receipt or delivery and that all purchases invoiced by us for your Account at close of a Billing Cycle and as to which you do not deliver to us WRITTEN NOTICE of a dispute within three (3) business days after we have mailed your Account invoice for the Billing Cycle shall be conclusively deemed to have been fully authorized by, and to be binding upon you.
3. **PRICES & TERMS:** We will charge to your Account the purchase price of goods in effect on the date of our shipment. Orders are shipped FOB Austin, Texas. Our terms are Net 30.
4. **PAYMENTS:** You agree to pay your Account in full within thirty (30) days from the date of your invoice(s), [hereafter "Due Date."] There will be a statement of your Account sent at the end of each month.
5. **INTEREST ON LATE PAYMENTS:** If you do not pay your Account in full by the Due Date, we will charge you interest on such Unpaid Balance from such Due Date until paid, at the rate of eighteen (18) percent per annum compounded monthly with a minimum charge of .50 cents.
6. **CANCELLATION:** If you do not make any payment due hereunder, if you (or have filed against you) a petition for relief under the Bankruptcy Code, or if any event occurs or conditions exist that we in good faith believe impairs your ability to repay your debts to us, we can cancel this agreement and declare the entire balance then posted to your Account due and payable at once, without further notice. Upon such declaration, we will no longer be obligated to accept your purchases under this Account.
7. **CREDIT APPLICATION:** You represent that all statements made in the Credit Application are true and correct and we can cancel this Agreement and declare the entire balance then posted to your Account due at once without further notice in the event any statement in your Credit Application is/or becomes not true and correct. This Credit Account Agreement is accepted by us, our acceptance will be based upon our reliance on your statements made in such Credit Account Agreement.
8. **APPLICABLE LAW:** This Agreement is made in and shall be governed by the laws of the State of Texas.
9. **VENUE:** All obligations of the parties created hereunder are performable in Travis County, Texas where the parties hereby contractually agree that venue shall be for any lawsuits arising out of this agreement.
10. **ATTORNEY'S FEES:** If it becomes necessary for us to secure the services of any attorney in order to collect any amount due hereunder, or to enforce any of the provisions hereof, you agree and bind yourself to pay to us court costs, attorney's fees set by a court, and lawful fees for filing, recording, or releasing any public office any document securing an Account.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
**Lammes Credit Manager**

\_\_\_\_\_  
**Applicants Signature**