



Challenge Dairy Credit Application Form

11875 Dublin Blvd., Suite B-230 / Dublin, CA 94568 / Phone: (925) 828-6165 / Fax: (925) 551-8544

Complete all required fields marked with an asterisk, agree to the terms and conditions and electronically sign the document. If the business is a corporation or partnership, the signature must be that of an officer. Once you are finished, submit the information to Challenge Dairy by clicking the "Submit" button and you will be notified of credit terms after the evaluation process.

Company Information

*Legal Business Name	<input type="text"/>			
*Business Type	Individual	Partnership	LLC	Incorporated: <input type="text"/>
*Phone #	<input type="text"/>			Fax # <input type="text"/>
Website	<input type="text"/>		Year Established	<input type="text"/> # of Employees <input type="text"/>
Resale Permit #	<input type="text"/>		*Federal Tax ID #	<input type="text"/>
Credit Limit Desired	<input type="text"/>		Annual Sales	<input type="text"/>

For requested credit limits exceeding 25K, a balance sheet and income statement will be requested separately.

Billing Address

*Address	<input type="text"/>		
*City	<input type="text"/>	*State	<input type="text"/> *Zip <input type="text"/>

Shipping Address

 Same as Billing Address

Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip <input type="text"/>

Account Payable Info

*A/P Contact	<input type="text"/>	A/P Email	<input type="text"/>
*A/P Phone	<input type="text"/>	A/P Fax	<input type="text"/>

Authorized Buyer Info

Buyer Name	<input type="text"/>	Buyer Email	<input type="text"/>
Buyer Phone	<input type="text"/>	Buyer Fax	<input type="text"/>

Yes No Does the company or individual have an operating line of credit or finance facility with any financial institution?

Yes No Are Purchase Orders Required?

Owner/Officer Information

Complete the following information for individual proprietors, partnerships, sub-chapter "s" corporations, or small corporate entities (owners/officers)

Owner/Officer 1

Name	<input type="text"/>	Driver's License #	<input type="text"/>
Phone #	<input type="text"/>	Social Security #	<input type="text"/>
Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/>
		Zip	<input type="text"/>

Owner/Officer 2

Name	<input type="text"/>	Driver's License #	<input type="text"/>
Phone #	<input type="text"/>	Social Security #	<input type="text"/>
Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/>
		Zip	<input type="text"/>

Trade Credit References

Reference 1

Business	<input type="text"/>		
Contact	<input type="text"/>	Phone #	<input type="text"/>

Reference 2

Business	<input type="text"/>		
Contact	<input type="text"/>	Phone #	<input type="text"/>

Reference 3

Business	<input type="text"/>		
Contact	<input type="text"/>	Phone #	<input type="text"/>

Reference 4

Business	<input type="text"/>		
Contact	<input type="text"/>	Phone #	<input type="text"/>

Banking Reference

Bank	<input type="text"/>	Contact	<input type="text"/>
Account #	<input type="text"/>	Phone #	<input type="text"/>

Term, Conditions, Credit and Security Agreement

This AGREEMENT is made by and between Challenge Dairy Products, Inc., a California corporation, with its principal office at 11875 Dublin Blvd., Dublin, CA 94568 (hereinafter referred to as "CDPI") and the entity or guarantor whose name and address appears (hereinafter referred to as the "Applicant"), on the application.

WITNESSETH

WHEREAS, the Applicant wishes to purchase goods and/or services (hereinafter referred to as "Products") from CDPI under credit terms: and WHEREAS, CDPI wishes to sell Products to the Applicant under credit terms: NOW THEREFORE, in consideration of the foregoing, the mutual covenants and promised herein below contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties to, intending to be legally bound hereby, agree as follows:

1. The Applicant agrees with CDPI to pay for all purchases of Products in accordance with terms and conditions established by written agreement.
2. Any and all outstanding balances due beyond the agreed terms will be considered delinquent and subject to late charges at the highest rate allowed by law.
3. In the event a check made out to CDPI by Applicant is returned for insufficient funds, CDPI will charge Applicant the applicable legal fee for each such returned check.
4. The Product as set forth on the invoices are for resale purpose only. Any purchase not re-sold must be immediately communicated to CDPI. Failure to notify CDPI signifies total acceptance and responsibility for prompt payment in full for the Product supplied along with all applicable taxes, fines or fees.
5. Any and all warranties are disclaimed by CDPI including all expressed or implied warranties, including, but not limited to any warranty of merchantability and fitness for a particular purpose and CDPI shall not be liable for any loss or damage, directly or indirectly, arising from the performance of CDPI in providing Products, or for any consequential or incidental damages arising from the use of any Products sold by CDPI.
6. The Applicant agrees to supply CDPI with a current list of employees or agents authorized and permitted by the Applicant to order, receive, or pick-up goods and/or services, or otherwise commit or obligate the Applicant. CDPI assumes no liability for changes or omissions in the list of authorized employees or agents.
7. CDPI reserves the right to use any legal means available to force collection of delinquent accounts including accrued penalties. The Applicant consents to venue in any court of competent jurisdiction selected by CDPI should legal means be necessary to enforce this provision.
8. The Applicant certifies that any and all information submitted to CDPI or assigns in applying for credit consideration is true and correct.
9. CDPI shall retain the right to deny or refuse credit to the Applicant at any time without notice or reason.
10. CDPI is authorized to investigate the credit worthiness of the Applicant and of any and all persons serving as guarantor for such credit. Said investigation may include obtaining information as to the Applicant's and each of the guarantor's credit capacity, general credit reputation, and/or character. This may include gathering credit reports and data from the Security and Exchange Commission, receiving business news and analysis from companies or using whatever means to gather information on the applicant.
11. CDPI is authorized by the Applicant and the guarantors to report to proper persons and bureaus the Applicant's and guarantor's performance under this Agreement.
12. By signing this Agreement and supplying the necessary information or taking the responsibility as a guarantor, I (We) authorize CDPI or its agent to investigate my(our) personal credit and financial records, including my (our) banking records. I (We) further authorize CDPI to gather and discuss all banking information with the listed institution on the credit Application.
13. The Applicant shall pay all costs and expenses incurred by CDPI in the collection of indebtedness arising pursuant to this Agreement, including attorneys' fees, court costs and miscellaneous expenses incurred.

14. If applicant ceases doing business with CDPI for any reason or if there is a change in ownership, applicant will immediately notify CDPI by certified mail. The applicant is liable and will purchase from CDPI all remaining proprietary and special order items in CDPI's inventory within 30 days of the notification.
15. In the event this application is approved, applicant hereby grants CDPI a continuing security interest in all applicant's presently owned or hereafter acquired goods and inventory, instruments, chattel paper, documents, accounts, accounts receivable, general intangibles, payment intangibles and all support obligations thereof to secure payment for all purchases by applicant from CDPI, now and in the future.
16. In the event of a default, (any of the following constitute applicants default: Non-payment in timely fashion of applicant's indebtedness to CDPI, insolvency, assignment for the benefit of creditors by applicant and misrepresentation in respect of any provision of this or any agreement between CDPI and applicant) CDPI may declare all unpaid balances due and payable. Applicant also allows CDPI to execute and file on applicant's behalf a financing statement describing the collateral and grants CDPI a Limited Power of Attorney to sign and file any forms or documents deemed necessary by CDPI to protect CDPI's interest.

*Print Name *Date

*Title Email

*By checking this box, I confirm that I've read and accepted the AGREEMENT attached.

Print Name Date

Title Email

By checking this box, I confirm that I've read and accepted the AGREEMENT attached.

Personal Guaranty

To induce CDPI and its subsidiaries, affiliates, and divisions (the "Seller") to conduct business with the Purchaser named in the foregoing Credit Application and Agreement, the undersigned, jointly and severally, personally and unconditionally guarantee to the Seller the full payment when due of all obligations now or hereafter owing by the Purchaser to the Seller, including, without limitation, all obligations arising out of or in connection with the sale of goods or the provision of services by the Seller and all interest and late charges, attorneys fees and collection and court costs. This guarantee shall be an unlimited, continuing guarantee and shall remain in full force and effect regardless of any change in the form or evidence of any of the Purchasers obligations, any renewal, extension or other modification of any security interests. This guarantee may be terminated by an undersigned only as to obligations more than ten (10) business days after receipt by the Seller of notice of termination given by registered or certified mail. Each of the undersigned hereby waives any rights to notice and waives any right to require the Seller, whether before or in connection with the enforcement of this guarantee, to proceed against the Purchaser or any other person or against any security interest or to pursue any other right or remedy available to the Seller.

Print Name Date

Title Email

By checking this box, I confirm that I've read and accepted the GUARANTY attached.

Print Name Date

Title Email

By checking this box, I confirm that I've read and accepted the GUARANTY attached.

After all required fields have been completed, click the "Submit" button to send the information to Challenge Dairy, Inc. You may print this PDF for your records. You will be notified of the credit terms after the evaluation process has been completed.

Submit