

We have an exciting line of culinary apparel for your customers. In addition to offering unique products, we pride ourselves in offering competitive pricing and a superior customer service.

**In order to start your application, we need the following:**

- Distributor Application
- Distribution Agreement
- Credit Application (Net 30 terms require a \$5,000 minimum order)
- Resale Certificate

Once we have had an opportunity to assess your information, one of our local representatives will contact you to discuss how a partnership with us will increase your sales.

Enclosed you will find the Distributor Application, the Distribution Agreement and the Credit Application, if you are interested for, Net 30 terms.

**Return ALL completed forms along with your Resale Certificate to Nadine:**

- **Email:** nadine@chefworks.com
- **Fax:** 858.643.5624 **Attn:** Nadine

## SECTION 1 | DISTRIBUTOR APPLICATION

Full company name:	<input type="text"/>	Contact name:	<input type="text"/>
Company address:	<input type="text" value="Address Line 1"/>	Phone #:	<input type="text"/>
	<input type="text" value="Address Line 2"/>	Fax #:	<input type="text"/>
	<input type="text" value="City"/> <input type="text" value="State"/> <input type="text" value="Zip"/>	Email:	<input type="text"/>

How long have you been a distributor?	<input type="text"/>	Have you ordered from us in the past?	<input type="checkbox"/> Yes <input type="checkbox"/> No
What percentage of your business is in culinary apparel?	<input type="text"/> %	What is your volume of culinary apparel sales annually?	<input type="text"/>
Do you have a resale certificate?	<input type="checkbox"/> Yes <input type="checkbox"/> No	What geographical market are you working in?	<input type="text"/>
Do you employ sales representatives?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you:	<input type="checkbox"/> Have your own catalog <input type="checkbox"/> Need to use our catalog
Are you buying (A) for one specific customer, (B) a specific item, or (C) to distribute our entire range?	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	Any retail store?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="text" value="Where?"/>
Are you (A) independent, or (B) part of a buying group?	<input type="checkbox"/> A <input type="checkbox"/> B	Which buying group?	<input type="text"/>
How did you hear about Chef Works?	<input type="text"/>		
List brand(s) of culinary apparel uniforms sold in the past:	<input type="text"/>		

Additional comments

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**SECTION 2 | DISTRIBUTION AGREEMENT**

Chef Works and the Company (“You” or “Your”) hereby agree as follows:

**Intellectual Property**

This Agreement constitutes authorization by Chef Works for You to use the “IP” contained in Chef Works’ WebDAM from time to time, subject however, in each case to and in accordance with this Agreement. As used in this Agreement, “IP” means Chef Works’ intellectual property only contained in the WebDAM, such as, by example only and without limitation, copyright, image rights, moral rights, trade logos, trade dress, trademarks and service marks, rights in designs, any other rights ancillary to any of the foregoing and all other intellectual property rights, in each case whether registered or unregistered.

1. You are hereby granted limited, non-transferable, and revocable permission to use the IP:
  - (a) as described or depicted in the various documents and images contained in the WebDAM as is and without any modification whatsoever;
  - (b) for the purposes of conducting your business as a dealer of Chef Works products, which shall be consistent with sound business practices and high standards so as to protect and enhance the IP Rights and the goodwill therein;
  - (c) until this permission is revoked by Chef Works by written notice, which it may do at any time in its sole discretion;
  - (d) subject to all limitations and restrictions set forth in this Agreement and any of the guidelines contained in the WebDAM, which may be amended from time to time by Chef Works in its sole discretion and which are incorporated herein by this reference. You agree that You are solely responsible for regularly accessing the WebDAM to confirm such guidelines.
2. You will not depict the IP in any manner or in any materials that would or tend to denigrate, disparage, tarnish, present in a false light or otherwise reflect negatively on the IP, Chef Works or any of its affiliates. If Chef Works requests verification of how You are using the IP, You will promptly furnish such verification, including by way of a sworn affidavit if Chef Works so requests.
3. Chef Works may revoke this permission at any time by written notice to you, with or without cause. If Chef Works requests verification of your compliance with the revocation, You will promptly furnish such verification, including by way of a sworn affidavit if Chef Works so requests.
4. You acknowledge that Chef Works owns all right, title, interest and goodwill in the IP and this Agreement and that your use pursuant to this Agreement does not diminish, and that You will not challenge, Chef Works’ ownership and rights in the IP in any way or to any degree. You agree that You have no right to use the IP except as set out in and limited by this Agreement and that your use of the IP or any other intellectual property rights will not infringe upon the intellectual property rights of Chef Works . All of your use of the IP and the goodwill associated with that use will inure solely to the benefit of Chef Works.
5. In the event of any legal proceeding alleged infringement concerning the IP, You will cooperate with and assist Chef Works in any of its investigations and legal proceedings as Chef Works may request.
6. You acknowledge that neither Chef Works nor any other person has made or makes any representation or warranty, whether express, implied, statutory or otherwise, all of which are expressly disclaimed.

Your signing of this Agreement below confirms your understanding of and your agreement to abide by all of its terms and conditions herein and that You are authorized to sign and make this Agreement on behalf of your company, whose name You have listed.

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### **Other Terms of This Agreement**

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Credit Approval: Acceptance of all customer orders is subject to final approval at the discretion of Chef Works' Credit Department.

Shipping Terms: F.O.B. Poway, California. You assume all insurance and delivery risks or loss or damaged at F.O.B. shipping point as provided in common law. You bear the responsibility of determining shipping instructions. Chef Works is not a transportation expert, and if You wish Chef Works to determine best shipping instructions, Chef Works agrees to exercise only reasonable care and diligence, and cannot be held responsible to determine the lowest cost alternative in all cases.

Back Orders: Back orders will be shipped, as product becomes available. Questions regarding back orders or their status should be directed to the Client Services Department.

Payments: Checks should be made payable to Chef Works, Inc. and should be mailed to 12325 Kerran St. Poway, CA 92064. The applicable date is that date payment is received by Chef Works. A payment will be considered received on the time if it is postmarked on or before the actual due date, and is received by Chef Works at the above mentioned address no later than 10 days following the due date. "On Account" payments will be applied to outstanding service charges first, then to the oldest outstanding invoices. A returned check fee of \$30.00 will be assessed for all Non-Sufficient Funds (NFS) checks. You will incur a late charge of 1.5% per month of the total amount past due. In the event of a late payment or a default in payment, You will pay all reasonable collection costs, attorney fees and court expenses.

Past Due Accounts: Invoices not paid by the due dates will be subject to a service charge of 1.5% per month, but not to exceed the maximum amount permitted by applicable state law. This service charge will be levied each month until all over-due balances are paid. You hereby agree to pay Chef Works any such service charges regardless of any purchase order or policy that You may have to the contrary. Amounts withheld as a result of disputes will not be levied service charges to the extent disputed amounts are resolved in your favor. Disputed amounts resolved in favor of Chef Works and all other unauthorized overdue balance will be levied service charges.

Cost Of Collection: Failure to pay any amount when due, including service charges and lost discounts, You agree to pay the full amount of any costs or expenses, including reasonable attorney's fees incurred by Chef Works in the collection of such overdue amount by litigation or otherwise.

Termination: You and Chef Works hereby agree that this Agreement may be freely terminated at any time by either party with or without cause by providing the other party with notice of termination.

Order Discrepancy Or Shipping/Delivery Claims: No shipping or delivery claims will be accepted unless made verbally within 3 days after receipt of merchandise. All Your claims resulting from order discrepancies or shipping/delivery claims must be submitted to Chef Works in writing within 15 days of the invoice date, or You agree to accept invoice as billed. Chef Works will not make adjustments for claims after 15 days from the invoice date.

Return Of Merchandise: No merchandise may be returned to Chef Works without prior authorization in the form of a Return Merchandise Authorization (RMA). All packages without a RMA will be refused. Collect shipments will not be accepted. You agree to pay return and/or reasonable storage charges for merchandise returned without proper authorization regardless of the merits of the return. Liability for lost or damages shall rest on You until such return is duly authorized and accepted by Chef Works. Authorized returns of non-defective merchandise will be credited against Your account at original purchase price, less a 20% restocking charge.

Authority Of Parties: No soliciting agent, sales representative or employee of Chef Works shall have the power to waive any terms or provisions hereof, or incur additional obligations, or to make additional representations or warranties on behalf of

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Chef Works, unless same are evidenced by an agreement in writing, signed by a duly authorized officer of Chef Works. Signer for You represents that he/she is a duly authorized agent for You, empowered to sign this document and that the information supplied on the Credit Application Form is true and accurate.

Security: Chef Works hereby retains and You hereby grant to Chef Works a security interest in all goods described on Your or Chef Works order form and purchased hereunder, which shall continue until You shall have paid Chef Works the full amount due hereunder.

Limitation of Liability: In no event shall Chef Works be liable to You for any indirect or direct loss profits, or other incidental, consequential, special or indirect damages, even if advised of the prospect of such damages arising out of or any way related to the terms of the Agreement.

Indemnity: You will indemnify, defend and hold harmless Chef Works and its affiliates, and its and their respective officers, directors, employees, agents, affiliates, successors and assigns, from and against any claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements arising from or relating to any violation of the MAP policy, your improper use of the IP or any other breach of this Agreement.

No Assignment: You shall not assign or otherwise transfer any of your rights, or delegate, subcontract or otherwise transfer any of your obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation hereof is void. Chef Works may freely assign or otherwise transfer all or any of its obligations or performance under this Agreement.

Successors and Assigns: This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

Governing Law and Venue: This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction of the federal and state courts located in the city of San Diego and County of San Diego, California in any legal suit, action or proceeding arising out of or related to this Agreement. You hereby waive any argument or claim that the jurisdiction as aforesaid is inconvenient. In addition, the parties agree that if or when Uniform Computer Information Transactions Act "UCITA" is enacted in this governing state, the provisions of UCITA will not apply to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. If any provision of this Agreement or the application of any such provision shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.

Entire Agreement: This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter. The terms specified herein and/or on our order form and/or invoice are the only terms under which Chef Works will sell its merchandise and shall be the governing terms and conditions should there be any inconsistency with Your purchase contract. Chef Works does not agree to different terms and conditions stipulated on Your purchase order or similar documents, correspondence or statements of policies, unless an agreement is reached, in writing signed by a duly authorized officer of Chef Works, stipulating the acceptance by Chef Works of such terms and conditions. The parties here to agree that this Agreement is not intended to create and does not create a dealer/manufacturer relationship.

Interpretation: Fair and Free Agreement: In interpreting and enforcing this Agreement, the parties agree that no presumption or other bias will be inferred from this Agreement having been initially drafted by Chef Works; that the restrictions and other terms and conditions contained in this Agreement shall and should be given full force and effect and enforced in accord with its terms; and that this Agreement is freely and fairly made, signed voluntarily after reading and considering each of its terms with the advice of or ample opportunity for advice of legal counsel of their respective selection.

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Amendments: This Agreement may not be modified except in a written instrument signed by both parties, except as otherwise permitted by a specific provision above.

Counterparts and Electronic Signatures: This Agreement may be executed in two or more original or facsimile counterparts (including \*.pdf and the like), each of which shall be deemed an original and all of which together shall be deemed one instrument. Electronic signatures (such as, by example only, DocuSign) shall be considered valid.

**Authorization**

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**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement, which shall be effective as of the date signed by Chef Works, Inc.

**Company:**

**Chef Works, Inc:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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If You desire Net 30 terms please fill out the following Credit Application in its entirety. Please return completed with Distributor Application and Distribution Agreement.

Applications will not be processed without an initial order of \$5,000.00 and will be discarded if order is not placed within 30 days from receipt of credit application.

A \$5,000 minimum order is required if you desire to apply for Net 30 terms. You MUST include a copy of your sales tax exemption certificate.

SECTION 3 | DISTRIBUTOR CREDIT APPLICATION

Type of ownership: Sole proprietorship Partnership Corporation Branch/Franchise Other
Full business name: Legl name/DBA:
Company address: Address Line 1 Address Line 2 City State Zip
Phone #:
Fax #:
Email:
Name of your bookkeeper or A/P manager:
Bookkeeper or A/P manager phone #:
Tax ID number:
Tax exempt? (if so, please attach exemption certificate) Yes No
Describe business:

CREDIT REFERENCE | List the names, complete addresses and telephone numbers of your major suppliers.

Name: Address: Address Line 1
Phone #: City State Zip

Name: Address: Address Line 1
Phone #: City State Zip

Name: Address: Address Line 1
Phone #: City State Zip

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**BANK ACCOUNT INFORMATION**

Bank name:  Account #:  Bank address:   
Phone #:   City  State  Zip

Bank name:  Account #:  Bank address:   
Phone #:   City  State  Zip

**Authorization**

Credit Agreement: I acknowledge receiving a copy of this application and declare my willingness to abide by the terms of payment of Chef Works. Information provided on this form is given for the purpose of obtaining credit, and is warranted to be true. Chef Works is authorized to contact the references on this application to verify my COMPANY'S credit, financial history and experiences.

**I have read, understand and will comply with the above terms and the terms and conditions of the Distribution Agreement and hereby give Chef Works permission to verify the information I have provided and to check any references I may have given.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date