

Welcome to Gilchrist & Soames and thank you very much for your interest in our company. We hope for a long and mutually prosperous relationship and promise to do our best to meet that goal.

This customer account application will take approximately 10 minutes to complete and it is recommended that you have the following information on-hand before getting started:

- Business information
- Billing information
- Ownership information
- Bank information
- Trade references

Please note that Gilchrist & Soames does not sell to resellers or distributors.

Once you have submitted your application, a sales representative will be in touch within 2 business days to discuss your account. If you have any problems completing this form, please call us at +1 800 592 8862

### 1. General Information

**First & Last Name of Applicant \***

**Title of Applicant \***

**Applicant Phone Number \***

**Applicant Email Address \***

**Type of Business \***

**Name of Gilchrist & Soames Sales Rep  
if Applicable**

## 2. Customer Information

Monthly Expected Spend with Guest Supply

Monthly Spend in What Currency \*

Is this Property a New Construction \*

Is this a Conversion \*

If Yes, Provide the Two Entries Below

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Converting From

Converting To

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Are you an existing customer \*

If Yes, Provide Customer Number(s) if Known

If Other Existing Owned Accounts with Guest Supply Provide the Two Entries Below

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Account Number

Name of Property

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Number of Rooms at Property\*

Inn Code

Business or DBA Name of Property \*

Street Address \*

City \*

State/Province/Region \*

Zip/Postal Code \*

Country \*

County \*

Phone Number \*

**Fax Number \***

**Email Address \***

**Document Delivery Method \***

**Where should invoices be sent \***

**Address where invoices sent if mailed \***

**Accounts Payable Contact Name \***

**AP Phone Number \***

**AP Email Address (Billing Contact) \***

**Payment Terms Options \***

**Are you tax exempt and should taxes be excluded from your invoices \***

**If Yes, select Type of Tax Exemption \***

**Are Purchase Orders Required for all Purchases \***

**Is Your Property Managed by a Management / Hospitality Group \***

If Yes, answer the questions below

**Management Group Name \***

**Street Address \***

**City \***

**State/Province/Region \***

**Zip/Postal code \***

**Country \***

**Name of Primary Contact \***

**Contact Title \***

**Contact Phone Number \***

**Contact Email Address \***

**Does your Management Company own your property \***

### 3.Ownership Information

Ownership Entity Type \*

Name of Entity \*

Street Address \*

City \*

State/Province/Region \*

Zip/Postal Code \*

Country \*

Phone Number \*

Mobile Phone Number \*

Email Address \*

Federal Tax ID #

DUNS #

Year Entity Was Established

Managing Member, Partner, Proprietor or  
Contact Name #1 \*

Managing Member, Partner, Proprietor or  
Contact Name #2

#1. Street Address \*

#2. Street Address

#1. City \*

#2. City

#1. State/Province/Region \*

#2. State/Province/Region

#1. Zip/Postal Code \*

#2. Zip/Postal Code

#1. Country \*

#2. Country

#1. Phone Number \*

#2. Phone Number

**#1. Mobile Phone Number \***

**#2. Mobile Phone Number**

**#1 Email Address \***

**#2. Email Address**

#### **4. Banking Information**

**Bank Name \***

**Bank Phone**

**Bank Contact Name**

**Email Address**

**Customer Bank Account # \***

**Check or Savings Account \***

#### **5. Trade Reference Information**

**Trade Company Name**

**Email Address**

**Trade Contact Name**

**Trade Phone Number**

#### **6. Closing Requirements**

##### **TERMS AND CONDITIONS**

The Customer Account Application (“Application”) is made to Gilchrist & Soames LLC and each of its respective operating subsidiaries and affiliates (collectively “Gilchrist & Soames”) for the purpose of inducing Gilchrist & Soames or any one or more operating subsidiaries or affiliates comprising Gilchrist & Soames (individually, an “Operating Company” or collectively, “Operating Companies”) to extend credit accommodations to the applicant named below, and in accordance with the terms below:

1) Upon approval of this Application, Gilchrist & Soames in its sole discretion and notwithstanding any request of Applicant, shall have the right to terminate Applicant’s credit privileges under this Application at any time without prior notice to applicant, except as otherwise provided by law.

2) All purchases by Applicant of goods and/or services from Gilchrist & Soames will be made in accordance with the terms and conditions of the Application and any distribution agreements, invoices and/or other Gilchrist & Soames documents evidencing Applicant’s obligations to Gilchrist & Soames, all of which are incorporated herein by this reference. If Applicant owns a franchise issued by a franchisor or is a member of a group purchasing organization and is purchasing under an agreement (the “Master Agreement”) between Gilchrist & Soames and such franchisor or group purchasing organization

(as applicable, the "Master Organization"), Applicant agrees to abide by all obligations and limitations imposed upon participating purchasers under the Master Agreement. Applicant further agrees that Gilchrist & Soames shall not be responsible for, and Applicant hereby releases Gilchrist & Soames from all loss, damage or liability arising out of Gilchrist & Soames's compliance with the Master Agreement or any directive or suggestion of the Master Organization including, without limitation, a directive or suggestion by the Master Organization requiring or suggesting that Gilchrist & Soames cease further sales to Applicant pursuant to the Master Agreement or further sales of the Master Organization's proprietary product.

3) The entire outstanding balance due to Gilchrist & Soames on all invoices shall become due in full immediately upon the failure to pay any invoices when due. Payments are to be rendered by the Applicant for receipt by Gilchrist & Soames no later than 30 days subsequent to the date of the invoice and as such payment terms are N30 days. Applicant agrees to pay interest in the amount of 1.5% per month, or the highest rate permitted by law, whichever is less, on any past due amounts until collected, and Applicant agrees to pay all costs of collection incurred by Gilchrist & Soames, including attorneys' fees and expenses should a default in payment or any other obligation of Applicant to Gilchrist & Soames occur. Applicant also agrees to pay a fee of \$25.00 or 5% (whichever is greater) per occurrence for any returned items (checks or ACHs) that are dishonored for any reason.

4) If this application is not fully approved or if any other adverse action is taken with respect to Applicant's credit with Guest Supply, Applicant has the right to request within 60 days of Guest Supply's notification of such adverse action, which statement will be provided within 30 days of said request. To obtain the statement of specific reasons, please contact the credit department of Guest Supply LLC which provided the application. The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided that the applicant has the capacity to enter into a binding contract) because all or part of the applicant's income derives from any public assistance programs, or because the applicant in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington DC.

5) This Application and all transactions between Applicant and Gilchrist & Soames shall be governed by and interpreted in accordance with the laws and decisions of the state where the Operating company which provided this Application is located, without regard to the conflicts of law provisions thereof and all actions and proceedings arising from, relating to or in connection with the Application shall be subject to the exclusive jurisdiction of any federal or state court located in said state.

6) If Applicant ceases doing business with Gilchrist & Soames for any reason, Applicant will immediately purchase from Gilchrist & Soames all remaining proprietary/special order items purchased for Applicant in Gilchrist & Soames's inventory. In addition all open and those potentially unbilled accounts receivable items are due and payable immediately.

Guest Supply reserves the right to modify payment terms for the applicant or any related customer, if, in Guest Supply's sole judgment, any such entity's financial condition materially deteriorates or Guest Supply becomes aware of circumstances that may materially and adversely impact such entity's ability to meet its financial obligations when due. These rights to modify payment terms are not deemed to be a modification of the Terms and Conditions of this Application for Credit and are in addition to the rights described in any of Guest Supply's credit, return and collection policies that may have been provided to applicant.

7) Applicant expressly agrees that Gilchrist & Soames shall not be responsible for any product nonconformity as to quantity, quality or price, unless noted on the original delivery receipt at the time of delivery or unless Gilchrist & Soames is notified in writing of such nonconformity within three (3) days of delivery.

8) Except as to quantity of goods ordered, no terms and conditions set forth in any purchase order, confirmation or other form of Applicant will apply to sales by Gilchrist & Soames to applicant.

9) Applicant may not assign any relationship with Gilchrist & Soames that arises out of this Application by Applicant without the prior written consent of Gilchrist & Soames which consent may be withheld for any reason. If Applicant is a corporation or other entity, a transfer or assignment of a majority of the equity interest in Applicant shall be considered an assignment within the meaning of this provision.

10) As collateral security for the prompt and complete payment and performance of all of the Applicant's present or future indebtedness, obligations and liabilities to Guest Supply (the "Obligations"), the Applicant hereby grants a security interest and mortgage to Guest Supply, as security, in and to the Applicant's entire right, title, and interest in all goods now or hereafter delivered on credit to the Applicant pursuant to this Application, and more fully described on invoices issued to Applicant by Guest Supply, and all proceeds there from (all of which shall collectively be called the "Collateral"). The Applicant hereby irrevocably authorizes Guest Supply at any time, and from time to time, to file in any filing office in any Uniform Commercial Code ("UCC") jurisdiction any initial financing statements describing the Collateral and any continuation statements or amendments thereto. The Applicant also ratifies its authorization for the Guest Supply to have filed in any UCC jurisdiction, any like initial financing statements, or continuation statements, or amendments, if filed before the date of this Application. Guest Supply shall have the right to exercise all the remedies of a secured party under the UCC, at law, or in equity. Reasonable notification of the time and place of any public sale of the Collateral, or reasonable notification of the time after which any private sale or other intended disposition of the Collateral is to be made, shall be sent to Applicant at the address provided in this Application and to any other person entitled to notice under the UCC; provided that, if any of the Collateral threatens to decline speedily in value or is of the type customarily sold on a recognized market, Guest Supply may sell or otherwise dispose of the Collateral without notification, advertisement, or other notice of any kind. It is agreed that notice sent or given not less than five (5) business days prior to the taking of the action to which the notice relates is reasonable notification.

The amounts of credit that Applicant requests shall not be binding upon Gilchrist & Soames nor shall Gilchrist & Soames incur liability by granting, reducing, increasing, or refusing such amount.

Applicant hereby certifies that the information furnished under this Application and any other financial statements furnished in connection herewith, is true and correct and that this information is being furnished to Gilchrist & Soames for the purpose of inducing Gilchrist & Soames to extend credit to Applicant, and understands that Gilchrist & Soames intends to rely upon such information.

Applicant authorizes Gilchrist & Soames to investigate all references furnished pertaining to the credit and financial responsibility of Applicant.

Applicant understands and agrees to be bound by the above terms and all invoices and other documents furnished by Gilchrist & Soames all of which are incorporated herein by reference, and to advise Gilchrist & Soames of any material change in the information provided herein, including but not limited to, change of management or ownership.

Applicant in all events shall notify Gilchrist & Soames in writing by certified mail of any changes of ownership of Applicant. Applicant understands that Gilchrist & Soames will retain this Application whether or not it is approved.

**Signature\***

By adding your signature, you agree to the terms and conditions set forth above.