



# Account Application

<b>Business Name</b>	
<b>Ship To:</b> Street Address	<b>Bill To:</b> Street Address
City, State, Zip	City, State, Zip

## ACCOUNT APPLICATION

The undersigned (hereinafter "Purchaser") hereby applies to Shamrock Group for credit to purchase products and/or equipment available for sale by Shamrock Group. Purchaser verifies that the following information is true and accurate and is submitted so that Shamrock Group can rely on the information in making its determination of whether, and to what extent, Shamrock Group may grant credit to Purchaser. Purchaser agrees to pay for any and all products, equipment, services or other merchandise purchased on credit pursuant to the Terms and Conditions set forth as described on the following page (Nos. 1-12):

### GENERAL DATA

Legal Name		Company DBA		Beverage Manager Name
Street Address		<input type="checkbox"/> LLC <input type="checkbox"/> Partnership	Years in Business	President or Owner
City, State, Zip		<input type="checkbox"/> Corporation		Owner's/Partner's Home Address
Business Phone	Owner Cell No.	Federal Tax ID No.	Owner's/Partner's City, State and Zip	
Owner E-Mail Address		State of Incorporation	Owner's/Partner's Social Security Number - -	

### BANK REFERENCES/ACCOUNTING

Bank Name	Accountant's Name
Street Address	Accountant's E-Mail
City, State, Zip	Accountant's Phone No.

### THREE MAJOR TRADE, WHOLESALE AND/OR SUPPLIER REFERENCES

Organization Name	Organization Name	Organization Name
City, State, Zip	City, State, Zip	City, State, Zip
Contact Name	Contact Name	Contact Name
Phone No.	Phone No.	Phone No.
E-Mail Address	E-Mail Address	E-Mail Address

I agree to comply with Shamrock Group's payment terms of Net 30 days. I understand any deviation from these terms may jeopardize Purchaser's open account status.

**Signature** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_

### FOR OFFICE USE ONLY

Credit Manager	Date	Credit Limit
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Purchaser hereby authorizes Purchaser's bank and suppliers to release any and all information to Shamrock Group with regard to the financial condition, credit history, account balances, and similar information to Shamrock Group.

A copy of this Authorization shall be as valid as the original.

Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Dated \_\_\_\_\_

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

LLCs **must** sign here **and** next page.

## TERMS AND CONDITIONS

Purchaser hereby acknowledges that the following terms and conditions are made part of this Agreement:

1. All orders are subject to acceptance by Shamrock Group, in its sole discretion and all quotations terminate after thirty (30) calendar days, unless otherwise stated in writing.
2. Accounts immediately become past due if not paid within the terms stated on the invoice. Shamrock Group will charge a service fee of 1.5% per month (18.0% per annum), or the maximum legal rate, whichever is less. The service fee will be assessed on the past due portion of the account. In the event that outside collection efforts are necessary, the undersigned hereby agrees to pay reasonable collection costs, disbursements and attorneys' fees incurred by Shamrock Group to collect the unpaid balance.
3. Purchaser agrees that if it cancels this Agreement prior to the expiration of the term listed in paragraph one on the front of this Agreement, Purchaser will pay Shamrock Group the profit Shamrock Group would have earned during the time remaining on the Agreement if it had not been cancelled by the Purchaser. "Profit" is defined as the difference between Shamrock Group's costs for the product listed in this Agreement and the price Purchaser is obligated to pay for said product at the time of cancellation.
4. Purchaser agrees to pay all taxes and Purchaser acknowledges that the prices quoted do not include any taxes.
5. Purchaser agrees that title to any products or equipment purchased from Shamrock Company does not transfer to Purchaser until Shamrock Group receives payment for said products or equipment.
6. Purchaser agrees that terms and conditions of this Agreement shall prevail over and supersede any terms and conditions contained in any of Purchaser's purchase orders or other documents relating to the products or equipment to which this Agreement applies.
7. Purchaser acknowledges that all claims for shortages (other than those lost in transit) must be made within five (5) days after receipt of shipment or any claim for shortages is waived.
8. Purchaser agrees that receipt of any invoice setting forth the amount owed to Shamrock Group represents an account stated unless, within ten (10) days of the receipt of the invoice, Purchaser objects to the invoice in writing and said written objection is delivered to Shamrock Group.
9. Shamrock Group shall not be responsible or held liable for damages resulting from causes beyond its control or caused by fire, flood, accidents, delay in transit, labor difficulty, inability of our normal sources of supply, any law, act or regulation of any government body;
10. Purchaser shall be liable for and shall indemnify and defend Shamrock Group from any claims of injury, death or damage to persons or property arising from Purchaser's purchase and use of the products or equipment supplied by Shamrock Group under his agreement unless said injury, death or damage is caused by Shamrock Group's sole negligence;
11. PURCHASER ACKNOWLEDGES AND AGREES THAT SHAMROCK GROUP'S LIABILITY FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, SHALL NOT INCLUDE SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES AND SHALL BE LIMITED TO THE COST OF THE PRODUCT OR EQUIPMENT SOLD BY SHAMROCK GROUP, WHICH GAVE RISE TO THE PARTICULAR CLAIM.
12. SHAMROCK GROUP WARRANTS THAT ALL PRODUCTS OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT WILL CONFORM WITH CONTRACT SPECIFICATIONS, IF ANY. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE ARE HEREBY EXCLUDED.
13. Purchaser agrees that the terms and conditions of Purchaser's Credit Account Application with Shamrock Group, if any, are in addition to and are incorporated into those contained in this Agreement. In the event of said terms conflict with the terms of this Agreement, the terms of this Agreement shall prevail. Any finding of invalidity of any term in this Agreement shall not affect or invalidate the remaining terms of this Agreement.
14. The Purchaser acknowledges and agrees that the laws of the State of Minnesota govern this Agreement and that any dispute between the parties shall be resolved in Hennepin County District Court, State of Minnesota and the parties to this Agreement agree to subject themselves to that Court's jurisdiction.
15. This Agreement is binding on the successors, assigns, heirs or legal representatives of Purchaser. Purchaser agrees not to assign this Agreement without the prior written consent of Shamrock Group.

*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_