



ACER Trading Group, LLC.
 8296 Commerce Pkwy, Suite 3
 Chippewa Falls, WI 54729
 Tel: 715-720-0900
 Fax: 715-720-0801

Credit / Customer Application

Business Information

Business Name: _____
 Dba: _____
 Street Address: _____ City: _____
 State _____ Zip: _____
 Mailing Address: _____ City: _____
 State _____ Zip: _____
 Phone _____ Fax: _____
 Tax ID #: _____
 E-Mail: _____
 Website: _____

Legal Structure: Corp: Div: Subsidiary: Parent Co.: _____
 Privately held Publicly held Partnership
 Type of Business: _____
 Years in Operation: _____

Industry: Greenhouse Industrial Poultry Hog Dairy
 Electrical Wholesale Other _____

Territory _____

How did you hear about ACER: _____

Officers, Owners, or Partners

Name: _____ SS#: _____
 Name: _____ SS#: _____

Additional Contacts

Purchasing: _____
 E-mail: _____ Phone: _____ Fax: _____
 Accounts Payable: _____
 E-mail: _____ Phone: _____ Fax: _____



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U.S. Trade References

Name: _____ Phone _____

Address _____ Fax: _____

City: _____ State _____ Zip _____ E-Mail: _____

Name: _____ Phone _____

Address _____ Fax : _____

City: _____ State _____ Zip _____ E-Mail: _____

Name: _____ Phone: _____

Address _____ Fax: _____

City: _____ State _____ Zip _____ E-Mail: _____

Expected Yearly Purchases: _____

Expected Products to be Purchased: _____

Bank Reference

Name: _____ Phone: _____

Address: _____ Fax: _____

Address: _____

Account #: _____

OFFICE USE ONLY:

SALES REP: _____

APPROVED TERRITORY: _____

CREDIT APPROVED: YES ____ NO ____

TERMS: _____

CEO / VP SALES APPROVAL: _____ DATE: _____

CUSTOMER PACKAGE SENT: _____ DATE: _____

PACKAGE RECEIVED: _____ DATE: _____



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This Application and the agreements set forth herein as well as all transactions contemplated hereby shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin without regard to principles of conflicts or choice of laws. Applicant irrevocably and unconditionally: (i) agrees that any suit, action or legal proceeding arising out of or relating to this Application and transactions between the parties shall be brought exclusively in the courts of the State of Wisconsin in Chippewa County; (ii) consents and voluntarily hereby submits itself to the jurisdiction of each such court in any suit, action or proceeding; and (iii) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts.

By signing this credit application/agreement, the individual executing this Application below on behalf of

_____ (“Buyer”),
individually and personally, represents and warrants to
_____ (“Seller”)
ACER Trading Group LLC.

that: 1) he/she is authorized to execute this Application on behalf of Buyer; 2) the information set forth in this Application is accurate and complete; 3) Buyer agrees that the prevailing party in any proceeding to enforce this Application or to resolve a dispute with Seller will be entitled to recover its costs, including attorneys’ fees, or collection agency fees, from the other party; and 4) Buyer agrees to pay interest on any unpaid purchases, beginning 30 days after the payment due date, at the rate of 1.5% per month; 18% per annum, or the maximum rate allowed by law, whichever is less. Buyer also agrees to pay \$25.00 for each check issued by Buyer to Seller which is returned to Seller unpaid or marked NSF.

In signing this Application, Buyer agrees to all of the above and hereby grants permission for credit information to be verified by company(ies) and financial institution(s) that the Buyer has specified on this document and others that Seller becomes aware of during the credit review process and from time to time. The Buyer authorizes Seller to request a credit report and perform or have others perform a credit check as part of this application process. The Buyer and undersigned also understand that Seller will retain this Application, whether or not it is approved, and that Seller will consider this Application as a continuing statement of the Buyer’s financial position and situation until notified in writing otherwise by the Buyer. In order for Seller to sell and to continue to sell to Buyer, Buyer agrees and hereby represents and warrants that at the time of each purchase unless Buyer provides Seller prior written notice to the contrary, the information, agreements and representations in this Application are true and correct, and that Buyer is solvent and pays its obligations as they become due.

This Application, together with any guaranty or addenda hereto, constitutes the entire agreement by and between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, both written and oral, by and between the parties with respect to such subject matter. No representations, warranties or agreements have been made or, if made, have been relied upon by either party, except as specifically set forth herein. This Application may not be amended or modified in any way except by a written instrument executed by each party hereto. Faxed and emailed documents between the parties to this Application will be deemed as originals.

NO PARTY TO THIS APPLICATION OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS APPLICATION, ANY RELATED AGREEMENT OR INSTRUMENT, OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NO PARTY OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER

Signature: _____ Date: _____
Title: _____

Please fax back to 715-720-0801 or email to ar.acertrading@gmail.com along with a copy of your Resale Certificate or Sales Tax Exemption Form.



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CREDIT REFERENCE RELEASE FORM

I hereby give authorization to release my account credit information to the named organization: **ACER Trading Group, LLC**

Company name _____ Date: _____

PRINT NAME _____

AUTHORIZED SIGNATURE: _____