



Customer Information:

Business Name _____ Email _____ Phone _____

Business Address _____ City _____ State _____ Zip _____

Billing Address (if different) _____ City _____ State _____ Zip _____

Year Started _____ Corporation _____ Partnership _____ Sole Proprietorship _____

Tax Exempt YES or NO? If exempt, please complete & attach all exemption certificates.

AP Billing Email: _____

Dun & Bradstreet #: _____

Contact At Everidge: _____

Everidge Order #: _____

Trade References (Not needed for prepayment accounts):

Business Name _____ Email _____ Phone _____

Business Name _____ Email _____ Phone _____

Business Name _____ Email _____ Phone _____

Bank Reference:

Bank Name _____ Account _____ Phone _____

I hereby acknowledge receipt of the Everidge Standard Terms and Conditions and understand that they will govern all orders placed by the undersigned with Everidge until further notice of change or termination is given by us or by Everidge. Should attorney or collection efforts be necessary, client agrees to pay all reasonable fees.

For: _____
Company Name

By: _____
Signature of Owner _____ Date

Please print, sign, & return by email to your Customer Service Rep or Contact.
Contact Shari Hathaway at 763.210.6951 with questions.

Note: Any missing information or signatures may delay the account setup and approval process.



UNIFORM SALES & USE TAX EXEMPTION/RESALE CERTIFICATE MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales and use tax, subject to the notes on pages 2 - 4. The issuer and the recipient have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: _____

Address: _____

I certify that:

Name of Firm (Buyer): _____

Address: _____

is engaged as a registered

Wholesaler

Retailer

Manufacturer

Seller (California)

Lessor (see notes on pages 2 - 4)

Other (Specify) _____

and is registered with the below-listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) selling (California) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the Seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ¹		MO ¹⁶	
AR		NE ¹⁶	
AZ ²		NV	
CA ³		NJ	
CO ⁴		NM ^{4,17}	
CT ⁵		NC ¹⁸	
FL ⁶		ND	
GA ⁷		OH ¹⁹	
HI ^{4,8}		OK ²⁰	
ID		PA ²¹	
IL ^{4,9}		RI ²²	
IA		SC	
KS		SD ²³	
KY ¹⁰		TN	
ME ¹¹		TX ²⁴	
MD ¹²		UT	
MI ¹³		VT	
MN ¹⁴		WA ²⁵	
		WI ²⁶	

I further certify that if any property or service so purchased tax free is used or consumed as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by thee city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____
(Owner, Partner, or Corporate Officer, or other authorized signer)

Title: _____

Date: _____

Everidge INC & Everidge LLC Standard Terms & Conditions (Seller)

1. **Orders.** Orders must be in writing, are binding only upon acceptance by Seller and must specify type and quantity of Product, specifications and, if Seller is to provide installation services, installation plans. Quotations are valid for 30 days. Ship dates will only be established after receiving signed approval drawings and buying commitment (i.e.) PO number. Orders will not be released for production until the above criteria are met.
2. **Payments.** Due in full 30 days after shipment (Except C.I.A. Orders). Past due invoices subject to interest at 1½% per month (18% per year). Seller may partially bill if Buyer delays shipment more than one week after product is manufactured, installation is not complete within one week after shipment or delivery is scheduled at weekly or greater intervals. Seller may file material and mechanics liens and Buyer shall pay all costs and attorneys' fees incurred if Seller initiates collection or legal proceedings. Terms of sale are subject to credit approval.
3. **Delivery; Risk of Loss.** Delivery dates are approximate and failure to meet estimated delivery dates is not grounds for cancellation or back charges. Risk of loss or damage from Seller's factory or at an installation site is Buyer's risk, whether or not Seller performs installation. Buyer shall verify condition, quantity, and quality of Product, note on the freight bill any damage or shortage and immediately file a claim with carrier.
4. **Changes.** Change orders must be authorized by Seller in writing. Changes received within 10 days of the established ship date may result in a new ship date. The Seller shall have the right to adjust price and completion date in the event of latent, concealed, or unknown conditions which differ materially from original order request or description of installation. Cancelled orders are subject, in Seller's sole discretion, to total invoice amount less freight, taxes, etc. or a 25% restocking fee. Products cannot be returned without Seller's written permission. If permitted, Buyer shall pay all transportation charges.
5. **Installation.** Buyer shall provide all information, drawings, records, utility locations, documentation and specifications concerning Product and installation if installation is requested. Buyer is responsible for utilities, access to work, parking and storage areas and sanitation facilities, shall comply with all laws and regulations, shall cooperate with Seller on job site safety matters and shall coordinate installation performed by Buyer or its contractors so as not to interfere with or delay Seller's performance. Buyer shall reimburse Seller for any additional cost caused by Buyer or its contractors or changes to Seller's installation. Buyer shall maintain property insurance acceptable to Seller, naming Seller as a named insured.
6. **Delays; Nonperformance.** Seller shall not be liable for loss or damage due to delay or nonperformance in manufacture, delivery or installation resulting from any cause beyond Seller's reasonable control.
7. **IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM DELAY OR FAILURE OF DELIVERY OR INSTALLATION.**
8. **Taxes.** Buyer is responsible for any sales, use, excise, or similar tax arising from the sale Product or services. Buyer shall pay or reimburse Seller for any such taxes.
9. **Indemnification.** Buyer shall indemnify Seller and its employees and agents from any loss, damage, or expense, including attorney's fees, arising from, or relating to transportation, installation, use or performance of any Product unless the claim arises directly from a Product defect covered by the Limited Warranty. Indemnification for employee claims shall not be limited by applicable worker's compensation, disability, or other employee benefit acts.
10. **Governing Law; Variation of terms.** The rights and obligations of Seller shall be governed by the laws of the State of Minnesota. No waiver, modification or addition to terms shall bind Seller unless agreed to in writing by Seller. The provisions hereof are intended to be a final expression of the agreement of Seller and Buyer and are intended as an exclusive statement of all terms applicable to Buyer's order.

Everidge INC Limited Warranties:

CrownTonka Limited Warranty. One year from date of installation by authorized representative, not to exceed one year and three months of original shipment to original Buyer as follows: (a) foamed-in-place panels free from defects in material and workmanship under normal use and service; (b) pre-painted surfaces free from paint failure under normal use and service; and (c) hardware and electrical components free from defects in material and workmanship under normal use and service. Limited Warranty does not apply to the refrigeration system. Seller, at its option, will repair or exchange Products or parts covered by warranty. Buyer must notify Seller within 30 days of knowledge of problem or warranty is void. Buyer must obtain written authorization for return of Products. Limited Warranty does not include transportation costs, cost of removing defective parts or costs of reinstallation and does not apply to any Product or part subject to misuse, damage in transit, accident, negligence, alteration, improper installation, or operation or to Product located outside the continental U.S. Limited Warranty does not apply to Product or parts supplied by Seller but manufactured by other companies. In no event shall Seller be liable for loss of use, revenue, or profit or for any other indirect, incidental, special or consequential damages, including food spoilage, product loss or labor costs. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). This Limited Warranty is Seller's sole and exclusive liability and Buyer's sole and exclusive remedy, whether in tort (including negligence), strict liability or otherwise. This Limited Warranty is not transferable.

ThermalRite Limited Warranty. ThermalRite warrants to the original purchaser the foamed-in-place panels manufactured and sold by it to be free from defects in material and workmanship under normal use and service for a period of Ten (10) years from the date of original installation by an authorized representative, but not to exceed ten (10) years and six (6) months from date of original shipment. Painted surfaces shall be warranted against defects in materials and workmanship under normal use and service for a period of one (1) year. All hardware and electrical components are warranted against defects in materials and workmanship under normal use and service for a period of one (1) year from date of installation, but not to exceed fifteen (15) months from date of original shipment. Limited Warranty does not apply to the refrigeration system. Seller, at its option, will repair or exchange Products or parts covered by warranty. Buyer must notify Seller within 30 days of knowledge of problem or warranty is void. The Buyer must obtain written authorization for return of Products. Limited Warranty does not include transportation costs, cost of removing defective parts or costs of reinstallation and does not apply to any Product or part subject to misuse, damage in transit, accident, negligence, alteration, improper installation, or operation or to Product located outside the continental United States. Limited Warranty does not apply to Product or parts supplied by the Seller but manufactured by other companies. In no event shall Seller be liable for loss of use, revenue, or profit or for any other indirect, incidental, special, or consequential damages, including food spoilage, product loss or labor costs. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). This Limited Warranty is Seller's sole and exclusive liability and Buyer's sole and exclusive remedy, whether in tort (including negligence), strict liability or otherwise. This Limited Warranty is not transferable.

LoTemp Doors Limited Warranty. One year from date of installation by authorized representative, not to exceed one year and three months of original shipment to original Buyer as follows: (a) foamed-in-place panels free from defects in material and workmanship under normal use and service; (b) pre-painted surfaces free from paint failure under normal use and service; and (c) hardware and electrical components free from defects in material and workmanship under normal use and service. Limited Warranty does not apply to the refrigeration system. Seller, at its option, will repair or exchange Products or parts covered by warranty. Buyer must notify Seller within 30 days of knowledge of problem or warranty is void. The Buyer must obtain written authorization for return of Products. Limited Warranty does not include transportation costs, cost of removing defective parts or costs of reinstallation and does not apply to any Product or part subject to misuse, damage in transit, accident, negligence, alteration, improper installation, or operation or to Product located outside the continental U.S. Limited Warranty does not apply to Product or parts supplied by Seller but manufactured by other companies. In no event shall Seller be liable for loss of use, revenue, or profit or for any other indirect, incidental, special or consequential damages, including food spoilage, product loss or labor costs.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). This Limited Warranty is Seller's sole and exclusive liability and Buyer's sole and exclusive remedy, whether in tort (including negligence), strict liability or otherwise. This Limited Warranty is not transferable.

PrepRite Limited Warranty.

For Condiment Rails, Dough Drawers, and Cold Prep Tables. PrepRite warrants to the original purchaser of the condiment rail, dough drawer, and/or cold prep table manufactured and sold by it to be free from defects in materials and workmanship under normal use and service for a period of two (2) years from the date of original installation by an authorized representative, but not to exceed two (2) years and six (6) months from date of original shipment. An additional warranty for the compressor (parts only) for two (2) years.

For Sous Vide Circulators and Vacuum Sealers. PrepRite warrants to the original purchaser of the sous vide circulator or vacuum sealer manufactured and sold by it to be free from defects in material under normal use and service for a period of one (1) year from the date of original installation by an authorized representative, but not to exceed one (1) year and six (6) months from the date of original shipment.

For Blast Chillers, PrepRite warrants the original purchaser of the blast chiller manufactured by it to be free from defects in material and workmanship under normal use and service for a period of three (3) years from the date of original shipment. An additional warranty for the compressor (parts only) for five (5) years.

Everidge LLC Limited Warranty:

ICS (International Cold Storage)

Not to exceed fifteen (15) years and three (3) months of original shipment to original Buyer as follows: (a) foamed-in-place enclosure and structural integrity of the walls, ceiling, and floor panels manufactured by ICS to be free from defects in material and workmanship under normal use and service. Floors are not warranted under the following conditions: wet mopping, rolling wheel traffic (carts, dollies, pallet jacks, etc.) unless specifically designed and built for non-standard floor traffic. ICS warrants the paint/finish of our equipment, the door and door hardware, as well as parts supplied by ICS to be free from defects in materials or workmanship when installed by an authorized dealer for one (1) year and three (3) months from ship date. Labor for hardware and parts are covered for the first thirty (30) days only. ICS will repair or replace, at its option, F.O.B. the factory any part, accessory, or refrigeration component determined to have a manufacturer's defect during the warranty period. Exclusions from warranty coverage: equipment removed/moved from original site of installation, any type of light bulb or maintenance/service item, refrigeration leaks occurring at threaded connections or joints on remote systems not installed by ICS authorized installer, and adjustments or resetting (such as doors, valves, defrost components, pressure control, room thermostats, circuit breakers, fuses, door thermostats, or alarms), condenser or evaporator coil cleaning, any parts or components supplied by others, damage caused by improper maintenance, installation, or cleaning or any natural or environmental conditions, as well as any acts of God. ICS's standard refrigeration warranty is one (1) year for parts and thirty (30) days for labor after start-up. For compressors, within the first year, the servicer must exchange the compressor over the counter at an authorized dealer. In no event shall Seller be liable for loss of use, revenue, or profit or for any other indirect, incidental, special, or consequential damages, including food spoilage, product loss or labor costs. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). This Limited Warranty is Seller's sole and exclusive liability and Buyer's sole and exclusive remedy, whether in tort (including negligence), strict liability or otherwise. This Limited Warranty is not transferable.