El Encanto Products, Inc.
6755 W. 65th St. Unit 200
Bedford Park, IL 60638
Office 773-940-1807
Orders@encantoproducts.com

Customer Information

Full Legal Name Of Business:		Date:
Business Address:		
City	State	Zip Code
Business Phone #	Business Fax #	Business Email
Resale Tax #	State of Resale	Expiration Date
Please Check One:		
☐ Distributor	☐ Restaurant	☐ Store
Names of Owner/s	Phone #	Email Address

Accounts Payable or Alternate Contact

Name:	Phone and Fax:	Email:

Please attached a copy of your resale tax license y/o permit.

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NEW CUSTOMER APPLICATION AND AGREEMENT

Business Name: _____ DATE: _____

Business Address: _____ Tax ID#: _____

City: _____ State: _____ Zip Code: _____

Shipping Addrees (if different from above) _____

City: _____ State: _____ Zip Code: _____

Bussines Phone: _____ Business Fax: _____ How long in business? _____

Business Email: _____

Type of Company: Sole Proprietor[ ] Partnership[ ] Corporation [ ]

If Partnership:

Business Name: _____ Telephone: _____

Home Address: _____

If Corporation:

Owner 2 Name: _____ Telephone: _____

Home Address: _____

President: _____

Secretary: _____

If Sole Proprietor:

Treasurer: _____

Name: _____ Telephone: _____

Duns & Bradstreet#:

Address: _____

Social Security: _____ Driver License: _____ State: _____

Principal Suppliers

1)Name: _____ Telephone: _____ Contact: _____

2) Name: _____ Telephone: _____ Contact: _____

3) Name" _____ Telephone: _____ Contact: _____

Bank Name: _____ Telephone: _____

Address: _____ Account #: _____

AGREEMENT

We herein make application to El Encanto Products Inc. for Credit. If credit is granted, we agree to pay all bills when rendered; in the event payment is not made & this account is referred to a collection agency, we agree to pay all costs of collection. Applicant also undestands that interest on the unpaid balance will be charged to the highest rate authorized by law. If suit or action by attorney is institud, we promise to pay reasonable attorney fees in said suit or action. It is specifically understood that all billing, accounts receivable and credit fuctions of this firm are processed through head quarters in Cook County., Illinois. Consequently it is understood that in the event of suit or action, it shall take place in Cook Country, Illinois. Applicants give permission to El Encanto Products Inc. to verify information Stated herein.

Owner Sign: * _____ **Print:** * _____

PERSONAL GUARANTEE

We hereby uncoditionally guarantee the obligation of the applicants above. This guarantee shall cover every extension, renewal or substitution of obligation guaranteed herein and is valid irrespective of the existence of any security collateral and presentment, demand, process and notice of dishonor. No delay in the exercise of any right against the applicant shall operate bankruptcy or otherwise, such maturity shall also be deemed accelerated for the purpose ot this guarantee. We consider ourselves to be primarily and unconditionally liable under this guarantee.

Sign: * _____ **Print:** * _____

El Encanto Terms & Conditions

1. **Pricing & Availability -** All prices are subject to change without notice. El Encanto will do its best to honor any price given by its sales representatives. In the event any changes occur in the market, as they did during the COVID-19 pandemic, El Encanto reserves the right to change prices without notice. Products are subject to availability. While El Encanto tries to maintain inventory for all its customers, we are not exempt from shortages in the supply chain.
2. **Invoicing Errors -** El Encanto reserves the right to correct any errors on their invoices. Errors could mean incorrect pricing, incorrect quantities, and any other printing error. Customers are not allowed to make changes to invoices without expressed consent from office personnel.
3. **Payment -** Payment is expected in full unless the customer has a line of credit with the company or is given consent from El Encanto personnel. Please refer to section 5 regarding unauthorized discounts/short payments on invoices.
4. **Credit Terms -** Credit terms are available to customers who are deemed worthy of credit and fill out the proper paperwork. Credit is a privilege and not a right. Credit terms may be revoked due to late payments, short payments, and bounced checks.
5. **Unauthorized Discounts/Short Payments -** Amounts deducted without expressed consent from El Encanto will be considered open balance. El Encanto reserves the right to withhold orders until these debts are paid. Continuous deductions can and will lead to termination of credit terms and termination of account.
6. **NSF Checks -** NSF checks are subject to a $45.00 NSF fee. If a NSF check is returned a second time another charge will be added to the original invoice. More than 2 bounced checks may result in termination of credit terms. In the event of continuous bounced checks, El Encanto may be forced to file a civil lawsuit against your company for fraudulent checks.
7. **Delivery** - El Encanto offers in-store delivery to stores within reasonable measure and in one single location inside the store. Drivers will not deliver products in basements, attics, or any other location not deemed safe. The Driver's primary job is to ensure your order is delivered in a timely & safe manner. Drivers will not stock or open any boxes.
8. **Delivery Fees** - This fee is to cover logistic expenses incurred in order to deliver. More specifically this is for fuel, tolls, & drivers. This delivery charge is not for the driver to perform extra tasks within your business. Please refer to section 7 for a better understanding.
9. **Items Returned on Delivery** - Items may be returned upon delivery if they are mispicked or damaged upon delivery. Drivers are not permitted to accept any credits not authorized from the credit department. A restocking fee will be assessed if products are returned in a consistent manner.
10. **Credits/Damages** - El Encanto gives credit for short dated (less than 30 days upon arrival), damaged, and mispicked products. Customers are instructed to file any credit claims via our website form, or QR code on every invoice. Claims made via telephone, email, or sales reps are not valid. There is a 48 hour grace period to file any claims. There is absolutely no credit for products expired within your store. Claims made after this time period will not be considered for credit. Customers are solely responsible for filing their claims.
11. **Pallet Exchange -** Pallets are expected to be returned upon delivery. Orders that require a pallet will be charged at $6.00 per pallet. Customers have the option to return the pallet and have the charge waived by the delivery driver.

Sign: _____ Print: _____

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