

Terms and Conditions of Sale

Please review carefully

Each sale of products by Peck Distributors, Inc. ("Peck") and the acceptance of any purchase order submitted by a purchaser of products ("Customer") is expressly made conditional on Customer's assent to these Terms and Conditions of Sale ("Terms"). All agreements and understandings between Peck and Customer are embodied herein, and no changes shall be made hereto unless the same shall be in writing and duly signed by an authorized representative of both Peck and Customer.

1. Pricing. Order Desk hours are Monday thru Friday - 8:00 AM – 4:00 PM EST. Each quotation given shall be valid for a period of 30 days only from its date, provided that Peck has not previously withdrawn it. The price for the products shall be the price set out in any quotation supplied to the Customer in force on the date of delivery. The quantity and description of the products shall be as set out in Peck's quotation or acknowledgement of order. Peck reserves the right to substitute products, supply full carton or multiples thereof, and may discontinue and withdraw from the marketplace any product, product size or packaging at any time. Prices do not include sales, use, excise, or similar taxes. Consequently, in addition to the purchase price for products, any present or future sales, use, excise, or other tax applicable to the sale or use of products sold hereunder shall be paid by Customer, or in lieu thereof, Customer shall provide Peck with a tax-exemption certificate acceptable to the taxing authorities. Customer shall indemnify, defend, and hold Peck harmless from all such taxes.

2. Payment. Payment terms on all new accounts are prepayment at time of order or COD. In the event that Peck decides to sell products to Customer on credit, then any terms provided in the corresponding invoice will govern. To the extent Peck sells products on credit without providing specific terms, the following shall apply: (a) payment in full shall be due and payable seven (7) days from the date of invoice; (b) in the event Customer fails to pay Peck in full within seven (7) days of the date of invoice, Customer shall pay Peck interest on such delinquent amount at two percent (2%) per month, compounded monthly, or the highest rate permitted by law (whichever is less). If any payment is not made when due, Peck shall have the right, in addition to all other remedies, to suspend further deliveries and alter future payment terms.

3. Shipping. Any dates specified by Peck for product delivery are intended to be estimates only. However, orders generally ship within 36-48 hours of receiving order. If no dates are specified, delivery shall be within a reasonable time. Although Peck will attempt to meet shipment and delivery schedules, Peck will not be liable to Customer for any damages resulting from late shipment or delivery, including but not limited to direct, indirect, economic, incidental, or consequential damages. Generally, where Peck arranges shipment of products to Customer, minimum orders and freight charges are based on the distance from Peck to the delivery location and the risk of loss, theft, destruction, or damage to the products passes to Customer upon Peck's tender of the products to Customer. Peck offers third party standard delivery services (e.g. FedEx, UPS) daily for your convenience. We ask for a one (1) working day lead time to process these orders. Freight for all items so shipped will be paid by the Customer. There is no minimum for third party delivery orders, however, risk of loss passes to the Customer upon Peck's delivery to the carrier and Customer shall be responsible for making all in-transit damage claims to the carrier. Orders may be picked up at our warehouse between the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday. We ask that you give us a minimum of 4 hours lead time to process pick-up orders. If the order is not called-in 4 hours prior to pick-up, there will be a wait time. There is no minimum for pick-up orders.

4. Rejection and Returns. All product sales are final. Customer shall ensure that the terms of its orders and any applicable specifications are complete and accurate. Likewise, it is Customer's responsibility to inspect all products immediately upon receipt. Products shall be deemed to be accepted and Customer's right to reject

such products shall expire on the second (2nd) day following the date of receipt by Customer of the products. Customer's retention of products after said time period shall constitute irrevocable acceptance of the products by Customer. Prior authorization must be obtained from Peck for the return of any products, which authorization Peck may withhold at its discretion. If a return is authorized, transportation and/or restocking charges must be prepaid by the Customer. Returned products must be received undamaged. Risk of loss with respect to returned products shall remain with Customer until received by Peck.

5. Warranty Disclaimer. PECK MAKES NO WARRANTIES IN CONNECTION WITH THE PRODUCTS, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION DESCRIPTION, QUALITY, DESIGN, PERFORMANCE, SPECIFICATIONS, CONDITION, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE.

6. Remedies. Customers' exclusive and sole remedy on account of, or in respect of, the furnishing of products that do not conform to these Terms will be to (a) secure replacement of the products; or (b) secure a refund or credit of the purchase price for the products, at the option of Peck. In the event of Customer's default under these Terms or in the performance of any purchase order, Peck shall have all rights and remedies available at law or in equity. Customer agrees to pay Peck for all costs and expenses, including attorney's fees, incurred by Peck in the collection of amounts owed by Customer.

7. Limitation on Liability. IN NO EVENT WILL PECK BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, INTEREST, LOST GOODWILL, INCREASED EXPENSES OF OPERATION, OR CLAIMS OF THIRD PARTIES, WHETHER BASED ON CONTRACT, WARRANTY, TORT OR OTHERWISE.

8. Force Majeure. Peck shall not be liable for any actions or failure to act due to causes beyond its reasonable control, or due to acts of God, acts of Customer, delays by a vendor or supplier of Peck, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, labor disputes, restraints or delays affecting transportation, or inability or delay in obtaining supplies of adequate or suitable products.

9. General. No third party rights are intended or created by these Terms. The failure of either party at any time to require performance by the other party of any provision of these Terms will in no way affect the right to require such performance in the future, nor will the waiver of a breach of any provision of these Terms constitute a waiver of any succeeding breach of the same or any other provision. In the event any provision of these Terms is determined to be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

10. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio, without regard to conflict of law provisions. Customer hereby submits to the exclusive jurisdiction of courts of competent jurisdiction in Cuyahoga County, Ohio with respect to any claim or controversy arising out of or relating to the sale of products by Peck.

11. Arbitration. Notwithstanding the foregoing, Peck may, at its discretion, require that any claim or controversy arising out of or relating to any purchase order, or the breach of non-performance of any provision hereof, be resolved solely by arbitration in accordance with the Arbitration Rules of the American Arbitration Association in effect at the time such claim or controversy arises. Customer and Peck agree that any arbitration shall be administered and conducted in Cleveland, Ohio. The determination of the arbitrator will be binding on the parties, not appealable, and judgment thereon may be entered in any court.

Peck Distributors, Inc.
 17000 Rockside Road
 Maple Heights, OH 44125
 (800) 732-7325
 Peckfoodservice.com

INTERNAL USE ONLY

Customer # _____

AR Initials _____

Credit approval _____

Customer Info, Credit Application and Agreement

Please type or print legibly

CUSTOMER INFORMATION

Legal Company Name _____	Type of Entity (Corp., Partnership, LLC) _____
State of Organization _____	Charter # _____
Date Started _____	DBAs and Trade names _____
EIN / Tax ID _____	Parent Company / Affiliated Business (if applicable) _____
Company Mailing Address _____	City, State, Zip _____
Delivery Address _____	City, State, Zip _____
Company Main Phone # _____	Website(s) _____
General e-mail _____	Fax # _____

Customer agrees to promptly notify Peck Distributors, Inc. ("Peck") of any changes in the Customer Information provided above. Customer acknowledges receipt and review of Peck's Terms and Conditions of Sale and agrees to abide by said terms and conditions. Customer certifies that all information provided above and in the Credit Application is correct to the best of the customer's knowledge. Customer authorizes Peck to make inquiry with credit reporting agencies relative to Customer's current or former obligations and authorizes the release of credit and banking information to Peck from the Credit References listed below.

The individual signing below hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the Company and that this Agreement is binding upon the Company in accordance with its terms.

 /s/
 Signature of Authorized Representative

 Date

 Print Name and Title

CREDIT APPLICATION

Estimated Monthly Purchases _____	Credit Limit Desired _____
DUNS # (if known) _____	Accounts Payable (AP) Contact Person _____
AP Contact e-mail _____	AP Contact Phone _____
Number of Employees _____	Annual Gross Sales \$ _____
First Owner / Partner (Principal) Name _____	First Principal's SSN _____
First Principal's Phone # _____	First Principal's e-mail _____
Second Principal's Name # _____	Second Principal's SSN _____
Second Principal's Phone _____	Second Principal's e-mail _____
Has the company ever filed for bankruptcy? _____	Has the company ever been in receivership? _____
Has the company been sued in the past 24 months? _____	Has any above Principal ever filed for bankruptcy? _____

CREDIT REFERENCES

Vendor 1 _____	Account # _____	Yrs. doing business _____
Address _____	City, State _____	Zip _____
Name / Contact _____	Phone _____	E-mail _____
Vendor 2 _____	Account # _____	Yrs. doing business _____
Address _____	City, State _____	Zip _____
Name / Contact _____	Phone _____	E-mail _____
Vendor 3 _____	Account # _____	Yrs. doing business _____
Address _____	City, State _____	Zip _____
Name / Contact _____	Phone _____	E-mail _____

Check by Phone / ACH Payment Authorization

Please type or print legibly

By signing this form you give us permission to debit your account for purchased goods.

Please complete the information below:

I _____, _____, of _____
(full name) (title) (company name)

authorize Peck Distributors, Inc. to charge my bank account indicated below for goods provided and to initiate periodic debit entries, credit entries and adjustments.

This authorization will remain in effect until I provide written notice and afford Peck Distributors, Inc. and my bank a reasonable opportunity to act.

Billing Address _____ Phone# _____

City, State, Zip _____ Email _____

Account Type: Checking Savings

Name on Acct _____

Bank Name _____

Account Number _____

Bank Routing # _____

Bank City/State _____



In the case of any payment being rejected for Non-Sufficient Funds (NSF) I understand that Peck Distributors, Inc. may attempt to process the charge again and I agree to an additional \$50.00 charge for each attempt returned NSF, which may be initiated as a separate transaction from authorized payments.

SIGNATURE _____ DATE _____

Please submit a voided check with this Authorization.

Make sure the account and routing number on the check match the above information.

Peck Distributors, Inc.

17000 Rockside Road
Maple Heights, OH 44125
(800) 732-7325
kmckinneypfs@gmail.com

INTERNAL USE ONLY

Customer # _____

Accts. Payable Initials _____

This is a multi-state form. Not all states allow all exemptions listed on this form. Purchasers are responsible for knowing if they qualify to claim exemption from tax in the state that would otherwise be due tax on this sale. The seller may be required to provide this exemption certificate (or the data elements required on the form) to a state that would otherwise be due tax on this sale.

The purchaser will be held liable for any tax and interest, and possibly civil and criminal penalties imposed by the member state, if the purchaser is not eligible to claim this exemption. A seller may not accept a certificate of exemption for an entity-based exemption on a sale made at a location operated by the seller within the designated state if the state does not allow such an entity-based exemption.

1. Check if you are attaching the Multi-state Supplemental form.
 If not, enter the two-letter postal abbreviation for the state under whose laws you are claiming exemption.
2. Check if this certificate is for a single purchase and enter the related invoice/purchase order # _____.

3. Please print

Name of purchaser _____

Business Address _____	City _____	State _____	Zip Code _____
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Purchaser's Tax ID Number _____	State of Issue _____	Country of Issue _____
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If no Tax ID Number	FEIN	Driver's License Number/State Issued ID Number	Foreign diplomat number
Enter one of the following: _____ _____ _____			
Name of seller from whom you are purchasing, leasing or renting _____		State of Issue: Number _____	

Seller's address _____	City _____	State _____	Zip code _____
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4. Type of business. Circle the number that describes your business

- | | |
|---|---|
| <p>01 Accommodation and food services</p> <p>02 Agricultural, forestry, fishing, hunting</p> <p>03 Construction</p> <p>04 Finance and insurance</p> <p>05 Information, publishing and communications</p> <p>06 Manufacturing</p> <p>07 Mining</p> <p>08 Real estate</p> <p>09 Rental and leasing</p> <p>10 Retail trade</p> | <p>11 Transportation and warehousing</p> <p>12 Utilities</p> <p>13 Wholesale trade</p> <p>14 Business services</p> <p>15 Professional services</p> <p>16 Education and health-care services</p> <p>17 Nonprofit organization</p> <p>18 Government</p> <p>19 Not a business</p> <p>20 Other (<i>explain</i>) _____</p> |
|---|---|

5. Reason for exemption. Circle the letter that identifies the reason for the exemption.

- | | |
|--|--|
| <p>A Federal government (<i>department</i>) _____</p> <p>B State or local government (<i>name</i>) _____</p> <p>C Tribal government (<i>name</i>) _____</p> <p>D Foreign diplomat # _____</p> <p>E Charitable organization # _____</p> <p>F Religious or educational organization # _____</p> <p>G Resale # _____</p> | <p>H Agricultural production # _____</p> <p>I Industrial production/manufacturing # _____</p> <p>J Direct pay permit # _____</p> <p>K Direct mail # _____</p> <p>L Other (<i>explain</i>) _____</p> |
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6. Sign here. *I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.*

Signature of Authorized Purchaser _____	Print Name Here _____	Title _____	Date _____
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PENNSYLVANIA EXEMPTION CERTIFICATE



**BUREAU OF
BUSINESS TRUST FUND TAXES**
PO BOX 280901
HARRISBURG PA 17128-0901

- STATE AND LOCAL SALES AND USE TAX
- STATE 6% AND LOCAL 1% HOTEL OCCUPANCY TAX
- PUBLIC TRANSPORTATION ASSISTANCE TAXES AND FEES (PTA)
- VEHICLE RENTAL TAX (VRT)
- ADDITIONAL LOCAL, CITY, COUNTY HOTEL TAX **

This form cannot be used to obtain a Sales Tax Account ID, PTA Account ID or Exempt Status.

(Please Print or Type)
Read Instructions
On Reverse Carefully

THIS FORM MAY BE PHOTOCOPIED – VOID UNLESS COMPLETE INFORMATION IS SUPPLIED

- CHECK ONE:** **PENNSYLVANIA TAX UNIT EXEMPTION CERTIFICATE** (USE FOR ONE TRANSACTION)
 PENNSYLVANIA TAX BLANKET EXEMPTION CERTIFICATE (USE FOR MULTIPLE TRANSACTIONS)

Name of Seller, Vendor or Lessor

Street	City	State	ZIP Code
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NOTE: Do not use this form for claiming an exemption on the registration of a vehicle. To claim an exemption from tax for a motor vehicle, trailer, semi-trailer or tractor with the PA Department of Transportation, Bureau of Motor Vehicles, use one of the following forms:

- FORM MV-1, Application for Certificate of Title (first-time registrations)
- FORM MV-4ST, Vehicle Sales and Use Tax Return/Application for Registration (other registrations)

Property and services purchased or leased using this certificate **are exempt** from tax because: (Select the appropriate paragraph from the back of this form, check the corresponding block below and insert information requested.)

- 1. Property or services will be used directly and predominately by purchaser in performing purchaser's operation of: _____
- 2. Purchaser is a/an: _____
- 3. Property will be resold under Account ID _____. (If purchaser does not have a PA Sales Tax Account ID, include a statement under Number 7 explaining why a number is not required.)
- 4. Purchaser is a/an: _____ holding Exemption Account ID _____
- 5. Property or services will be used directly and predominately by purchaser performing a public utility service.
 PA Public Utility Commission PUC Number _____ and/or U.S. Department of Transportation MC/MX _____
- 6. Exempt wrapping supplies, Account ID _____. (If purchaser does not have a PA Sales Tax Account ID, include a statement under Number 7 explaining why a number is not required.)
- 7. Other _____
 (Explain in detail. Additional space on reverse side.)

I am authorized to execute this certificate and claim this exemption. Misuse of this certificate by seller, lessor, buyer, lessee or their representative is punishable by fine and imprisonment.

Name of Purchaser or Lessee	Signature	EIN	Date
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Street	City	State	ZIP Code
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1. ACCEPTANCE AND VALIDITY:

For this certificate to be valid, the seller/lessor shall exercise good faith in accepting this certificate, which includes: (1) the certificate shall be completed properly; (2) the certificate shall be in the seller/lessor's possession within 60 days from the date of sale/lease; (3) the certificate does not contain information which is knowingly false; and (4) the property or service is consistent with the exemption to which the customer is entitled. For more information, refer to Exemption Certificates, Title 61 PA Code §32.2. An invalid certificate may subject the seller/lessor to the tax.

2. REPRODUCTION OF FORM:

This form may be reproduced but shall contain the same information as appears on this form.

3. RETENTION:

The seller or lessor must retain this certificate for at least four years from the date of the exempt sale to which the certificate applies.

DO NOT RETURN THIS FORM TO THE PA DEPARTMENT OF REVENUE.

4. EXEMPT ORGANIZATIONS:

This form may be used in conjunction with form REV-1715, Exempt Organization Declaration of Sales Tax Exemption, when a purchase of \$200 or more is made by an organization which is registered with the PA Department of Revenue as an exempt organization. These organizations are assigned an exemption number, beginning with the two digits 75 (example: 75-00000-0).

GENERAL INSTRUCTIONS

Those purchasers set forth below may use this form in connection with the claim for exemption for the following taxes:

- a. State and local sales and use tax;
- b. PTA rental fee or tax on leases of motor vehicles;
- c. Hotel occupancy tax (state 6%, Philadelphia 1%, Allegheny 1%) if referenced with the symbol (●);
- d. PTA fee on the purchase of tires if referenced with the symbol (+);
- e. Vehicle rental tax (VRT);

EXEMPTION REASONS

1.) Property and/or services will be used directly and predominately by purchaser in performing purchaser's operation of:

- A. Manufacturing B. Mining C. Dairying D. Processing E. Farming F. Shipbuilding G. Timbering

This exemption is not valid for property or services used in: (a) constructing, repairing or remodeling of real property, other than real property used directly in exempt operations; or (b) maintenance, managerial, administrative, supervisory, sales, delivery, warehousing or other nonoperational activities. Effective October 1, 1991, this exemption does not apply to certain services and PTA tire fee.

2.) Purchaser is a/an:

- + A. Instrumentality of the commonwealth.
- + B. Political subdivision of the commonwealth.
- + ● C. Municipal authority created under the Municipality Authorities Acts.
- + ● D. Electric cooperative corporations created under the Electric Cooperative Law of 1990.
- E. Cooperative agricultural associations required to pay corporate net income tax under the Cooperative Agricultural Association Corporate Net Income Tax Act (exemption not valid for registered vehicles).
- + ● F. Credit unions organized under Federal Credit Union Act or Commonwealth Credit Union Act.
- + ● G. U.S. government, its agencies and instrumentalities.
- H. Federal employee on official business (exemption limited to hotel occupancy tax only. A copy of orders or statement from supervisor must be attached to this certificate.)
- I. School bus operator (This exemption certificate is limited to the purchase of parts, repairs or maintenance services upon vehicles licensed as school buses by the PA Department of Transportation.)

3.) Property and/or services will be resold or rented in the ordinary course of purchaser's business. If purchaser does not have a PA Sales Tax Account ID, complete Number 7 explaining why such number is not required. This exemption is valid for property or services to be resold: (1) in original form; or (2) as an ingredient or component of other property.

4.) **Renewable Entities beginning with "75":**

Permanent Exemptions beginning with the two numbers "76":

Special Exemptions:

- | | | |
|--------------------------------------|--------------------|-------------------------------------|
| A. Religious Organization | E. School District | F. Direct Pay Permit Holder |
| B. Volunteer Firemen's Organization | | G. Individual Holding Diplomatic ID |
| C. Nonprofit Educational Institution | | H. Keystone Opportunity Zone |
| D. Charitable Organization | | I. Tourist Promotion Agency |

Exemption limited to purchase of tangible personal property or services for use and not for sale. The exemption shall not be used by a contractor performing services to real property. An exempt organization or institution shall have an Account ID assigned by the PA Department of Revenue and diplomats shall have an identification card assigned by the federal government. The exemption for categories A, B, C and D are not valid for property used for the following: (1) construction, improvement, repair or maintenance or any real property, except supplies and materials used for routine repair or maintenance of the real property; (2) any unrelated activities or operation of a public trade or business; or (3) equipment used to maintain real property.

5.) Property or services will be used directly and predominately by purchaser in the production, delivery or rendition of public utility services as defined by the PA Utility Code.

This exemption is not valid for property or services used for the following: (1) construction, improvement, repair or maintenance of real property, other than real property used directly in rendering the public utility services; or (2) managerial, administrative, supervisor, sales or other nonoperational activities; or (3) tools and equipment used but not installed in maintenance of facilities or direct use equipment. Tools and equipment used to repair "direct use" property are exempt from tax.

6.) Vendor/seller purchasing wrapping supplies and nonreturnable containers used to wrap property which is sold to others.

7.) Other (Attach a separate sheet of paper if more space is required.) _____

* Employees or representatives of the Commonwealth traveling on Commonwealth duty are exempt from any taxes on hotel stays or room rentals imposed by local governments that are in addition to the 6% state tax and the 1% Philadelphia and Allegheny County hotel occupancy tax.