

## Welcome to a new way of doing business.

We know that managing the day-to-day operations of your small business isn't easy and that cash flow varies from week to week. That's why our Business Credit Card allows you to extend the period between purchase and payment by as many as 59 days. Combining the best of major credit card features with the convenience of the "store accounts" of the past, our Business Credit Card provides your small business or nonprofit with unparalleled service.

## Six more reasons to get our Business Credit Card.

1. Interest free if you pay in full each cycle.
2. Unlike some warehouse clubs, we accept all manufacturers' coupons – so you can save even more.
3. You can take advantage of in-store programs and earn rewards with SE Grocers rewards.
4. Many of your business needs in one convenient neighborhood store: fresh food, office supplies, coffee essentials, cleaning products and more.
5. Take advantage of the long payment cycle for items like deli & bakery platters or other catering orders for meetings and special events.
6. Use at any BI-LO, Fresco y Mas, Harveys, or Winn-Dixie location.



See back for terms and conditions.

### Governing Terms Open Credit Terms Agreement

**1. Term.** This Open-Credit Terms Agreement (this "Agreement") is entered into by and between Southeastern Grocers, Inc., Winn-Dixie Stores, Inc., BI-LO, LLC, and their affiliates (collectively "SEG"), and the entity identified in the attached Credit Application ("Applicant"). This Agreement shall become effective on the date on which SEG accepts and agrees to the attached Southeastern Grocers Business Charge Card Application (the "Application") and shall continue unless terminated by either party by written notice to the other party as provided herein. Notwithstanding the termination of the Agreement, this Agreement shall remain in full force and effect as to all purchases made by Applicant. **2. Payment Terms.** Applicant agrees to pay the statement balance in full within 30 days from date of statement and to pay a finance charge of 1.5% per month, which is an annual percentage rate of 18%, or the maximum rate allowable by law, whichever is lower, on all overdue balances. Finance charges are calculated on the overdue balance by multiplying the average daily balance of all overdue amounts, by the monthly rate of 1.5%. **3. Tax Exempt Status.** Organizations requesting tax exempt status are required to submit a tax exempt application along with the appropriate tax exempt documentation issued by state. Tax exempt applications can be obtained by emailing a request to Taxexempt@segrocers.com or by faxing to 904-485-8652. Please submit the completed application and pertinent state documentation, along with a contact number and/or email address, and you will be contacted if any additional information is needed. **4. Assignment.** Applicant may not assign any of its rights or claims under this Agreement without the prior written consent of SEG, and any such attempted assignment shall be void. **5. Attorney's Fees and Costs.** In the event that any invoice or other obligation hereunder is not paid when due and SEG elects to take any action, or to prosecute any action or proceeding in furtherance of collection, or to enforce any provision of this Agreement, SEG shall, in addition to any other recovery which may be awarded, be entitled to recover attorney's fee and costs incurred to the extent permissible by law. **6. Applicable Law, Jurisdiction and Venue.** This Agreement shall be deemed to be made and performed in Jacksonville, Florida, and shall be governed by the laws of the State of Florida. By executing this Application, Applicant agrees to be subject to, and does hereby submit itself to the personal jurisdiction of the courts of the state in which the store is located where Applicant submitted Application. **7. Enforceability.** No waiver or breach of any provision of this Agreement shall constitute a waiver of any other breach or provision. Any provision or portion of these terms and conditions found void or unenforceable shall not render the remainder of the terms and conditions void and unenforceable. **8. Entire Agreement.** This Agreement, together with the Application and any Exhibits or attachments, constitutes the entire agreement between the parties and supersedes any other agreement, whether oral or written, that may have been entered into by the parties and shall prevail over any contradictory terms and conditions in any purchase order or forms used by the parties in performing this Agreement. **9. Representation.** The undersigned warrants that no owner (if a partnership or sole proprietorship) and no officer (if a corporation) has been the subject of a personal bankruptcy in the last ten years and that Applicant is not currently in any bankruptcy. **10. Responsibility to Retain Sales Receipts.** Applicant agrees to retain copies of all sales receipts representing purchases and charges under this Agreement and understands that there is a \$3.00 charge per sales receipt for copies of sales receipts requested by Applicant subsequent to the date of the purchase. SEG does not guarantee availability of sales receipts. **11. Responsibility for Employee Charges.** Applicant represents and warrants that it will ensure that only authorized employees will have access to its charge card and account information. Applicant is responsible for any and all charges made to its account by its employees, contractors, agents, or anyone gaining access to its card or account through Applicant. The Applicant hereby certifies to SEG, through its authorized representative, that it has read and understood this Agreement and its terms, the foregoing information submitted in the Application is true and correct, and acknowledges that Applicant is supplying such information to SEG to induce SEG to accept Applicant's credit as payment for purchases by Applicant at SEG stores. Applicant further certifies that it is not seeking credit pursuant to this Agreement for personal, family or household purposes. As part of Applicant's obligation to provide Bank References in the attached Application, Applicant also is required to fully complete and execute the "Authorization for the Release of Banking and Account Information" below.

**Company Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

#### Please mail application to:

Attn: Accounts Receivable  
Southeastern Grocers, LLC  
8928 Prominence Parkway, #200  
Jacksonville, Florida 32256

#### (or) fax application to:

904-370-7218 Attn: Accounts Receivable

#### (or) email application to:

arcollections@segrocers.com



## BUSINESS CREDIT CARD APPLICATION

## Stock your office without leaving the neighborhood

Our Business Credit Card combines the convenience of major charge card features with the service and savings of your neighborhood store.



# BUSINESS CREDIT CARD APPLICATION

## Company Information

Company Organization/Name \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

Legal Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of Organization:  Private Corp  Public Corp  LLC  Partnership

Years in Business \_\_\_\_\_ Gross Annual Revenue \$ \_\_\_\_\_ State of Incorporation/Organization \_\_\_\_\_

Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Website \_\_\_\_\_

Primary Contacts \_\_\_\_\_ Position \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Primary Contacts \_\_\_\_\_ Position \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

## Account Requirements

Credit Line Requested \$ \_\_\_\_\_ Anticipated Monthly Spend \$ \_\_\_\_\_

Authorized User(s) \_\_\_\_\_ Position \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Authorized User(s) \_\_\_\_\_ Position \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

## Bank References

Institution Name \_\_\_\_\_ Contact Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Institution Name \_\_\_\_\_ Contact Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

## Automatic Payment Authorization (Optional)

By signing below, the applicant hereby authorizes Southeastern Grocers to pay the full balance on Applicant's account each month by making an ACH Debit, withdrawing the funds from the following corporate/organization account:

Bank Name \_\_\_\_\_ Transit Routing # \_\_\_\_\_ Checking Account # \_\_\_\_\_

This authorization will remain in effect until you receive my written notice of revocation.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

## Trade References

Company Name \_\_\_\_\_ Contact name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Company Name \_\_\_\_\_ Contact name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Applicant Signature (Agreement Terms Authorization) \_\_\_\_\_ Date \_\_\_\_\_

