



4240 International Parkway, Suite 105
 Carrollton, TX 75007
 (214) 379-6000 phone * (214) 379-6087 fax

**Commercial Credit Application
 and Agreement**

Please fax completed application along with
 resale certificate (if applicable) to 214-379-6087.

Type of oven to be purchased and/or serviced:
 Commercial Residential

Credit Line Requested: _____

DUNS No. _____

Applicant agrees to fully comply with all of TurboChef Technologies, Inc. ("TurboChef") terms of sale, which includes providing full payment within specified payment terms. TurboChef reserves the right to charge and Applicant agrees to pay late fees for payments TurboChef does not receive from Applicant within the specified payments terms, but only to the extent allowed by law.

The Applicant agrees that, should TurboChef grant Applicant credit availability, all decisions with respect to the extension or continuation shall be in the sole discretion of TurboChef. TurboChef may terminate any credit availability within its sole discretion.

Applicant waives presentment for payment, demand protest, notice of protest and nonpayment, and any claim for nonperformance of any obligation by TurboChef. No delay in enforcing any right of TurboChef under this agreement, or extension, or assignment by TurboChef shall affect the liability of the Applicant. All rights of TurboChef under this agreement are cumulative and may be exercised concurrently or consecutively at TurboChef's option.

The undersigned agrees that the information contained in the Commercial Credit Application is true and accurate and that the undersigned is authorized to execute this form on behalf of the Applicant. APPLICANT AUTHORIZES AND CONSENTS TO ANY CONTACT WITH OR INQUIRY OF ANY PERSON, INDIVIDUAL OR ENTITY OF ANY KIND, REGARDING APPLICANT'S CREDIT HISTORY OR OTHER FINANCIAL INFORMATION. APPLICANT CONSENTS TO TURBOCHEF'S USE OF SUCH INFORMATION IN CONNECTION WITH ANY DECISION TO EXTEND OR TERMINATE CREDIT TO APPLICANT. APPLICANT AGREES TO RELEASE AND HOLD HARMLESS TURBOCHEF FROM, AND INDEMNIFY IT FOR, ANY CLAIMS OR LIABILITIES IN CONNECTION WITH ANY SUCH INQUIRY.

Applicant's Legal Name _____

Applicant's Trade Name (DBA) _____

Organization Type: Corporation Partnership Sole Proprietorship LLC

Billing Address _____ Phone Number _____

City _____ State _____ Zip _____ Fax Number _____

Shipping Address _____ Phone Number _____

City _____ State _____ Zip _____ Fax Number _____

Company Website _____ Year Established * _____

Federal Tax ID _____ State Tax ID _____ Total Annual Sales _____

Are Financial Statements Available? Yes No

* If in business less than five years, you must complete personal guarantee.

Name of Parent Company (if applicable) _____ Year Parent Company Established _____

Parent Company Address _____ City _____ State _____ Zip _____

Please select preferred method to receive invoices and statements:

Fax: _____ E-Mail: _____

Regular Mail

Payment Contact Name/Title _____ Phone Number _____

E-Mail Address _____

Company Officer Name/Title _____ Phone Number _____

E-Mail Address _____

Company Officer Name/Title _____ Phone Number _____

E-Mail Address _____



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The undersigned further agrees that all payments and obligations of Applicant are performable in Denton County, Texas. The undersigned further agrees that the laws of the State of Texas shall govern this agreement between TurboChef and Applicant and any transactions made between and/or among TurboChef, Applicant and/or Guarantor. Applicant further agrees to waive personal jurisdiction and venue in any dispute arising from, or relating to, the sale of goods or services by TurboChef to Applicant and/or the enforcement of this agreement and agrees that any dispute between or among TurboChef, Applicant and/or Guarantor shall be exclusively resolved in the courts of Denton County, Texas.

The Applicant agrees to reimburse TurboChef for any and all costs associated with the collection of unpaid amounts, including, but not limited to, court costs, attorneys' fees, and collection agency fees.

Banking Details

| | | | |
|----------------------|--------------|----------------|-----|
| Primary Bank Name | | Account Number | |
| Branch Address | City | State | Zip |
| Bank Account Officer | Phone Number | Fax Number | |

U.S. Trade References

| | | | |
|------------------------------|--------------|------------|-----|
| Trade Reference Company Name | Phone Number | Fax Number | |
| Address | City | State | Zip |
| Trade Reference Company Name | Phone Number | Fax Number | |
| Address | City | State | Zip |
| Trade Reference Company Name | Phone Number | Fax Number | |
| Address | City | State | Zip |

THE UNDERSIGNED APPLICANT HAS READ AND UNDERSTANDS THIS CREDIT AGREEMENT AND AGREES TO EACH AND EVERY PROVISION CONTAINED HEREIN. (A faxed signature will be treated as an original signature)

| | |
|------------|-------|
| Print Name | Title |
| Signature | Date |

For Sole-Proprietors and Partnerships in the U.S.

I authorize TurboChef and its assigns to obtain a consumer credit report on my credit history.
 (A faxed signature will be treated as an original signature)

| | | |
|------------|------------------------|-------|
| Print Name | Social Security Number | Title |
| Signature | Date | |

If you are a franchise owner seeking to establish a line of credit, please list all store numbers to ensure extension of credit is issued accordingly.

| | | | |
|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |



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PERSONAL GUARANTEE

I, the undersigned, for consideration do hereby individually and personally guarantee the full and prompt payment of all indebtedness to TurboChef heretofore or hereafter incurred by the above-referenced Applicant. The amounts this Personal Guarantee covers include, but are not limited to, purchases, accrued interest, collection costs, and attorneys' fees, as well as any amounts in excess of Applicant's credit limit with TurboChef.

The amount of credit extended or any change in the form of said indebtedness shall not affect this Personal Guarantee. Guarantor waives notice of the acceptance of this Personal Guarantee, extension of credit, modification in terms of payment, and any right or demand to proceed against the principal debtor. Guarantor may only revoke this Guarantee by written notice sent to TurboChef's credit office by Certified Mail to 4240 International Parkway, Suite 105, Carrollton, Texas 75007, or to such other address as TurboChef may designate from time to time. Any revocation does not revoke the obligation of the Guarantor to provide payment for the indebtedness which Applicant incurs prior to the revocation. I authorize TurboChef and its assigns to obtain a consumer credit report on my credit history and to contact my references as necessary.

In the event more than one person signs below, each signor is a Guarantor hereunder, and agrees to be jointly and severally liable for the aforementioned obligations of Applicant, and any reference in this Personal Guarantee to "Guarantor" in the singular form shall refer to all Guarantors signing below. The release of one Guarantor's liability will not affect that of any other Guarantor.

Guarantor further agrees that all payments and obligations of Applicant are performable in Denton County, Texas. Guarantor further agrees that the laws of the State of Texas shall govern this agreement of guarantee and contract between TurboChef and Applicant and also govern any transactions made between or among TurboChef, Applicant and/or Guarantor. Guarantor further agrees to waive personal jurisdiction and venue in any dispute arising from, or relating to, the sale of goods or services by TurboChef to Applicant and/or the enforcement of this agreement and agrees that any dispute between or among TurboChef, Applicant and/or Guarantor shall be exclusively resolved in the Courts of Denton County, Texas.

BY SIGNING BELOW, I REPRESENT AND WARRANT I HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS PERSONAL GUARANTEE, I UNDERSTAND THIS TO BE A PERSONAL OBLIGATION, AND I AGREE TO BE BOUND HEREBY.

(A faxed signature will be treated as an original signature)

Guarantor 1

| | | | |
|------------------|------------------------|-------|-------|
| _____ | _____ | _____ | |
| Guarantor's Name | Social Security Number | Date | |
| _____ | _____ | _____ | _____ |
| Home Address | City | State | Zip |
| _____ | _____ | | |
| Signature | | | |

Guarantor 2

| | | | |
|------------------|------------------------|-------|-------|
| _____ | _____ | _____ | |
| Guarantor's Name | Social Security Number | Date | |
| _____ | _____ | _____ | _____ |
| Home Address | City | State | Zip |
| _____ | _____ | | |
| Signature | | | |