

Joinder to Customer Account Application

EXISTING APPLICANT INFORMATION	
Legal name of Existing Applicant _____	[Customer Number] of Existing Applicant _____
JOINING APPLICANT INFORMATION	
_____	[Customer Number] of Joining Applicant _____
_____	SHIP TO: _____
Joining Applicant Legal Name (INC, LLC, LP) _____	Delivery Address (Attach Location Sheet If More Than One) _____
_____	_____
Trade Name/Doing Business As (if any) _____	City State/Province Zip _____
_____	_____
State of Formation _____	Telephone Number _____
_____	_____
Federal Employer Identification Number (FEIN) _____	_____

BILL TO:

- Check Here If Billing Address Is Same As Delivery Address
- Check Here If Billing Address Is Same As Existing Applicant

Billing Address

City State/Province Zip

Accounts Payable Contact

Title Telephone Number

E-Mail Address Fax Number

This Joinder to Customer Account Application (“Joinder”) is being furnished to US Foods, Inc. (together with each of its operating subsidiaries and affiliates, collectively, the “Seller”) by the undersigned (“Joining Applicant”) with the express intent of causing the Joining Applicant to be made party to the Customer Account Application (“Existing Application”) originally executed and delivered by the Existing Applicant (identified above). Capitalized terms not defined herein shall have the definitions ascribed to such terms in the Existing Application. Joining Applicant acknowledges and agrees that by its execution of this Joinder, if approved by Seller in Seller’s sole discretion, Joining Applicant shall immediately be deemed to be an “Applicant” and made a party to the Existing Application.

Without limiting the generality of the foregoing, Joining Applicant hereby repeats and reaffirms all covenants, agreements, representations and warranties contained in the Existing Application and any Subsequent Agreement, and agrees to be bound as an Applicant by all of the terms and provisions of the Existing Application and all Subsequent Agreements, if any. The Existing Application is hereby amended by adding thereto the information contained in this Joinder. No reference to this Joinder need be made in the Existing Application or any Subsequent Agreements, and any reference to the Existing Application or any Subsequent Agreements shall be deemed a reference to the Existing Application as modified hereby. Either an original or a copy of this Joinder may be attached to the Existing Application and/or any Subsequent Agreement to evidence Joining Applicant’s acknowledgment of the full force and effect of this Joinder to bind Joining Applicant to the terms of the Existing Application and/or any Subsequent Agreement; provided, that any failure to so affix this Joinder to Existing Application and/or any Subsequent Agreement shall in no way limit Joining Applicant’s agreement hereunder to be bound by all of the terms and provisions of the Existing Application and/or any Subsequent Agreement.

If any provisions of this Joinder conflict with those contained in the Government Contract and Purchasing Rider Contracts with the City of North Richland Hills, Texas (the "Rider"), the provisions of the Rider control.

This Joinder may be delivered by electronic transmission or facsimile which shall be deemed to be an original.

Joinder to Customer Account Application

WAIVER OF JURY TRIAL. JOINING APPLICANT WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE SELLER AND THE JOINING APPLICANT MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO (A) THIS JOINDER; AND (B) ANY OTHER DOCUMENTS INCLUDING INVOICES AND SUBSEQUENT AGREEMENTS. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE JOINING APPLICANT AND THE JOINING APPLICANT REPRESENTS AND WARRANTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. JOINING APPLICANT FURTHER ACKNOWLEDGES THAT THIS PROVISION IS A SPECIFIC AND MATERIAL ASPECT OF THIS JOINDER AND THAT SELLER WOULD NOT CONSIDER ENTERING INTO ANY TRANSACTIONS WITH JOINING APPLICANT IF THIS PROVISION WERE NOT PART OF THIS JOINDER.

Signature: _____ Title: _____

Print Name: _____ Date: _____

Signature: _____ Title: _____

Print Name: _____ Date: _____

Sales Associate: _____ Terms Requested: _____ Terms Approved: _____

For Office Use Only: