



Electronic Funds Transfer (EFT) Agreement

Initial Request

Update Request

*Indicates required fields within each section. Incomplete and/or illegible fields and signatures may cause your enrollment form to be delayed or returned.

Supplier Information		
*Supplier Name:	*Federal Tax ID:	
*Supplier Address:		
*City:	*State:	*Zip Code:
*Telephone:	Fax:	
*Email Address:		
Supplier Receiver Banking Information		
*Financial Institution Name:		
*Financial Institution Address:		
*City:	*State:	*Zip Code:
*NOTE: A W9 and a voided check or a letter from the bank specifying supplier's name, account number, and bank routing number is required.		
*Bank Routing/ABA Number (9 digits):	*Account Number:	
*Type of Account:	<input type="checkbox"/> Checking Account	<input type="checkbox"/> Savings Account
Remittance Format (choose 1)		
<input type="checkbox"/> CCD+ (Cash Concentration Disbursement) Fax ~ Vendor receives remittance detail via fax		
*Receiver Fax Number:		
<input type="checkbox"/> CCD+ (Cash Concentration Disbursement) Email ~ Vendor receives remittance detail via email		
*Receiver Email Address:		
Penny Test		
A penny test, which involves depositing \$0.01 into the provided bank account, will be conducted prior to bank data addition or update.		
Authorization Agreement		
<i>The parties agree to the terms of this EFT Agreement and the EFT Terms and Conditions accompanying the EFT Agreement.</i>		
*Form Completed By (please print):	*Title (please print):	
*Authorized By (please print):	*Title (please print):	
*Authorized Signature:	*Date:	

Any questions should be directed to Tyson Foods, Inc. Vendor Control. Should any information change, contact Vendor Control immediately. This EFT Agreement must be fully completed and returned to:

Cobb-Vantress, Inc.
4703 Hwy 412 East
Siloam Springs, AR 72761

Email : AccountsPayable@Cobb-Vantress.com
Phone: 479-524-3166
Fax: 479-757-7004

See Page 2 for additional EFT Terms and Conditions



EFT Terms and Conditions

- A. Receiver wishes to have Originator initiate Credit Entries to Receiver's account specified in Section B (the "Receiver") to pay obligations owed by Originator to Receiver by making Entries in the manner described in this Agreement and the rules of the National Automated Clearing House Association (the "Rules") and Originator is willing to initiate such Entries on the terms set forth below. Payments of obligations owed to Receiver by Originator will be made from the Originator's Accounts Payable Center in Springdale, Arkansas.
- B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. NOW, THEREFORE, in consideration of the mutual promises contained herein, Originator and Receiver agree as follows:
- 1. Authorization.** Receiver authorizes Originator to initiate Credit Entries to the Account for amounts owed by Originator to Receiver in accordance with the Rules and the provisions of this agreement.
 - 2. Limitations.** No Entry shall be initiated except in conformity with the authorization provided by the Receiver above.
 - 3. Acceptance and Return of Entries.** Nothing in this agreement shall be deemed to require Receiver or Receiver's financial institution to accept any Entry initiated by Originator if the Entry is contrary to the Rules. Any Entry that is contrary to the Rules may be returned as provided in the Rules. Receiver shall not be deemed to have accepted any Entry which it returns to its financial institution in accordance with the Rules. Originator shall not be deemed in default or suffer any loss of discount or other penalty by reason of the return of any Entry initiated under this Agreement in compliance with the Rules. Receiver shall not be deemed to have accepted any Entry as being in the correct amount if it provides written notice to Originator of a discrepancy within thirty (30) days after receipt of the Entry.
 - 4. Credit for Entries.** Unless an Entry is returned in accordance with the Rules, Receiver shall, as of the date the amount of such Entry is credited to the Account, credit Originator with the amount of each Entry received.
 - 5. Entry Remittance Detail.**
 - a. Remittance Detail.** The following information shall be provided for each Entry initiated under this Agreement:
 - Cobb Document Number**
 - Invoice Number**
 - Invoice Date**
 - Invoice Amount**
 - Discount Amount**
 - b. Format.** If the Receiver wants remittance detail to be received with each Entry, the Receiver must elect one of the following remittance Entries as defined in the Rules:
 - CCD+ with remittance data sent to the Receiver by electronic mail.
 - CCD+ with remittance data sent to the Receiver by facsimile.
 - c. No Guarantee of Funds.** Remittance detail shall, in the normal course of business, contain the effective entry date for the Entry. Remittance detail received separately from the Entry shall not constitute a guarantee by the Originator to the Receiver that the funds will be available on the settlement date specified in the Remittance detail. Verification of receipt should be made prior to utilizing funds. Originator shall not be deemed to be in default or suffer any loss of discount, other penalty or any contingent liability because of the unavailability of funds on a settlement date. Nothing in this paragraph relieves the Originator of its obligation to initiate Entries in a timely manner.
 - d. Release of Funds.** Funds will be released on the 4th day following the end of the terms agreed upon for cash discounts and payments. Please take into account your financial institution's processing time.
 - 6. Questions and Errors.** In the event of any technical question or error relating to Entries initiated pursuant to this Agreement, Receiver should contact:
 - Cobb-Vantress, Inc.
 - 479-524-3166
 - 7. Notices.** Any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States certified mail, postage prepaid, and, if to Originator, addressed to:
 - Cobb-Vantress, Inc.
 - 4703 Hwy 412 East
 - Siloam Springs, AR 72761
 - 8. Assignment or Transfer.** If Receiver enters into an agreement with a third party regarding the assignment or transfer of obligations owed by the Originator under this Agreement, this Agreement shall terminate in its entirety on the date of Receiver's agreement with the third party.
 - 9. Liabilities of Parties.** Neither Originator nor Receiver shall be liable for the negligent act or omission of any ACH Operator, financial institution or other person.
 - 10. Termination.** This Agreement may be terminated by Originator or Receiver at any time by giving thirty (30) days' prior written notice to the other party. Notwithstanding such termination, this Agreement shall remain in force and effect as to all Entries which have occurred prior to the date of termination.
 - 11. Law Governing.** This Agreement shall be construed in accordance with and governed by the law of the State of Arkansas.
 - 12. Dispute Resolution.** The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement or the undertakings described in this Agreement by negotiation. If the matter cannot be resolved in the normal course of business either party may give the other party written notice that the dispute is not resolved. Thereafter the dispute shall be referred to senior executives of both parties, who shall attempt to resolve the dispute. If the dispute has not been resolved by negotiation within forty-five (45) days of the disputing party's written notice or if the parties fail to meet within twenty (20) days from such notice, the parties shall try to settle the dispute by mediation under the supervision of and in accordance with the Center for Public Resources (CPR) Model Mediation Procedure for Business Disputes. Unless otherwise agreed, both parties and either individual party may request the CPR to appoint an independent mediator. The location of the mediation shall be agreed upon by both parties and, in the event parties do not timely agree, the location will be determined by the Mediator. In the event that any dispute referred the mediation referenced above is not resolved within sixty (60) days after appointment of a mediator, then either party may pursue any remedies available to it at law or in equity. This section shall, however, not be construed to limit or to preclude either party from bringing any action in any court of competent jurisdiction for injunctive or other provisional relief as necessary or appropriate.
 - 13. Warranties/Indemnities.** Each party will perform its obligations under this Agreement in a competent and workmanlike manner in accordance with the Rules and generally accepted industry practices. Each party (Indemnitor) will defend, indemnify, and hold harmless the other (Indemnitee) from and against any third-party claim to the extent such claim arises from the negligence, willful misconduct, gross negligence or material breach of this Agreement by Indemnitor.
 - 14. Miscellaneous.** This Agreement contains the entire agreement of the parties with respect to the subject matter, and supersedes all previous negotiations, representations and agreements with respect to the subject matter, and shall be binding upon parties, and their respective successors and assigns. This Agreement may be amended only by a writing signed by both parties.