



Food Services, Inc.

**Confidential
Credit
Application
Package**



New FSI Customer

Dear New FSI Customer:

Thank you for the opportunity to exceed your expectations! All of us at FSI look forward servicing your account for many years to come.

Please complete the following credit application supplying as much information as possible. Once I receive your completed package I will have your new account available in as soon as 24 hours. During the application process FSI will accept any orders on a COD basis.

FSI offers many payment options such as Electronic Funds Transfer (directly from your business or personal checking or savings account), payment through your driver or salesman, as well as Visa®, MasterCard®, or American Express®. Please feel free to call at anytime to discuss payment choices or any other matter at 360 416-5115.

Thank you,

Jeffrey R. Steele
A/R Credit Manager

Nugget
BRAND

DISTRIBUTORS OF NUGGET BRAND QUALITY INSTITUTIONAL PRODUCTS
17889 McLean Road — P.O. BOX 218 • Mount Vernon, Washington 98273
(360) 424-7147 FAX: (360) 416-5151 1-800-877-7147



Confidential Credit Account Information

PO Box 218 Mount Vernon, WA 98273-0218
Phone 360 416-5115 Fax 360 848-1587

Account # _____

BUSINESS NAME _____ DATE _____
DOING BUSINESS AS (DBA) _____
ADDRESS _____ PHONE _____
CITY _____ STATE _____ ZIP CODE _____ FAX _____
TYPE OF BUSINESS: Sole Proprietor Corporation Partnership Limited Liability Corp.
OWNER'S NAME _____ HOW LONG IN BUSINESS _____
OWNER'S HOME ADDRESS _____ PHONE _____
RENT/OWN _____ PHONE _____
SOCIAL SECURITY NUMBER _____ SPOUSE'S NAME _____
IF SOLE PROPRIETOR OR PARTNER: DRIVER'S LICENSE NOS. _____ STATE _____
BUSINESS BANK & BRANCH _____ PHONE _____
NAME OF BANK REP TO CONTACT _____
PERSONAL BANK & BRANCH _____
EMAIL _____
Checking Account Number _____ Savings Account Number _____

CREDIT REFERENCES:

1. _____ PHONE _____
FAX _____
2. _____ PHONE _____
FAX _____
3. _____ PHONE _____
FAX _____

SALES AGREEMENT

1. I/We make application to Seller (hereinafter collectively referred to as "Seller") for credit and/or to obtain further credit with Seller. I/We further agree to the sales terms set forth herein. I/We certify that the above information is true and correct to the best of my/our knowledge and further agree that a facsimile shall be as binding as an original signature. This agreement amends, modifies and supersedes any and all prior written and/or oral discussions and agreements. Any such prior discussions and agreements are merged herein.
2. Unless otherwise specified on the face of the Seller invoice, all goods and services are sold F.O.B. my/our plant or manufacturer's plant. Delivery of goods to the carrier shall constitute delivery to me/us and all risk of loss or damage in transit shall be borne by me/us. Any delivery of goods and services by Seller is subject to a delivery charge.
3. I/We agree to supplement the information stated hereon upon request, and give our permission to Seller and/or its agents to verify and/or supplement the information stated herein. I/We acknowledge that Seller may use third parties for credit services and for information to make credit decisions.
4. If credit is granted, I/we promise to pay all bills when rendered and agree to pay interest on past due balances at 18% per annum unless agreement to such amount is not allowed by law and in that event at the highest rate allowed by law. I/We agree to waive any right to withhold payment of retainage pursuant to RCW 60.28.010(3).
5. I/We agree that invoices and statements are accurate in all respects and waive any right to later object to the amounts stated therein, unless I/we notify Seller in writing within 10 days of receipt of new charges on the invoice or statement. Payments received toward the account may be applied to the unpaid balance, as Seller deems appropriate.
6. I/We agree to pay upon demand all of Seller's costs and expenses, including attorneys' fees and legal expenses incurred by Seller in connection with collection of any amounts owed to Seller, including all attorneys' fees and other expenses relating to defenses, affirmative defenses and/or counterclaims that I or we may raise in any collection action initiated or pursued by Seller which must be resolved prior to collection by Seller of any amounts owed or enforcement of any terms of this agreement and/or a related guarantee. Seller may pay someone else to help enforce this credit agreement, and I/we shall pay the cost and expenses of such enforcement. Costs and expenses include but are not limited to all attorneys' fees and legal expenses billed by a law firm or attorney, or persons hired by a law firm or attorney, and their billings, whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services.
7. Venue and jurisdiction of any suit or legal action may be had in Mount Vernon, Skagit County, Washington at the sole option of Seller. This agreement shall be construed and enforced in accordance with the laws of the State of Washington.
8. I/We agree to notify Seller, in writing, prior to any change of ownership and shall be liable for purchases of any buyer of the business should said notification not be given, notwithstanding any liability of the purchaser.
9. I/We agree that claims for shortages and/or notice of non-conforming goods must be made within 48 hours of delivery. The sole and exclusive remedy for non-conforming goods shall be replacement or refund of payment at Seller's option.
10. SELLER warrants the goods sold are as described in Seller's invoice(s). Goods not manufactured by Seller are not warranted by Seller and carry only the warrant(ies) of the manufacturer. SELLER DISCLAIMS ANY AND ALL WARRANTIES (EXPRESS AND IMPLIED) CONCERNING OR RELATING TO ANY AND ALL GOODS INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
11. I/We agree that Seller's liability with respect to this contract, any warranty, or the manufacture, delivery, installation, repair or use of any goods under this contract shall not exceed the stated selling price of the goods upon which any such liability is based. I/We agree that Seller shall not be liable for any incidental or consequential damages. I/We agree that the remedies set forth herein are exclusive, and I/we can bring no action more than one year after accrual of the cause of action therefor.

12. I/We agree that any goods accepted for return are subject to Seller's restocking charge.
13. Seller reserves the right to revoke any credit extended to me/us if I/we fail to pay for any shipments when due. If in Seller's opinion there is a material adverse change in my/our financial condition, Seller shall have the right to suspend further shipments until receipt of adequate assurance of my/our ability to pay therefor. My/Our refusal to furnish such assurance within a reasonable time or failure of me/us to perform obligations under this or any other existing contract with Seller shall entitle Seller without notice to cancel this contract or so much of it as may remain unexecuted, all without prejudice to any claim for damage or any other remedy Seller may be entitled to make.
14. Seller shall not be liable for any delay in manufacture or delivery due to causes beyond reasonable control of Seller. If the performance of the contract by Seller is made more burdensome by reason of any such cause of delay, Seller may request an increase in the price of goods sold hereunder to compensate for such extra burden and may cancel this contract without penalty upon my/our failure to agree to such price increases. If the delay shall continue for ninety (90) days, then either party may, by written notice to the other, cancel this contract except as to goods specifically acquired by Seller for this contract or in the process of manufacture at the time such notice is received.
15. Except as provided in paragraph 14, I/we cannot cancel an order(s) except by mutual consent. Notice is hereby given that Seller will not consent to cancellation if manufacturing or processing of my/our goods has commenced, special goods have been purchased for this order or been assembled for loading.
16. Seller's failure to insist upon strict performance of any provision of this agreement shall not be deemed to be a waiver of the Seller's rights or remedies, or a waiver by Seller of any subsequent default by me/us in the performance of, or compliance with, any of the terms of this agreement.
17. If any term of this agreement is invalid, the invalid term shall be considered deleted from this agreement and shall not invalidate any other term(s).
18. To the extent the terms of this agreement conflict with the terms of any other agreement I/we have with Seller, the terms of this agreement shall prevail unless Seller expressly agrees in writing that the terms of this agreement are modified and such agreement expressly modifies this agreement and refers to this agreement by date and title.
19. If at any time my/our account becomes delinquent, I/we authorize Seller to charge the outstanding balance to my/our credit card account(s) listed in the New Account Information section above.
20. In the event that a lawsuit is commenced, I/we waive the right to jury trial on any or all issues, including but not limited to, claims that might be asserted against Seller, issues relating to non-payment of monies owed to Seller, defenses, affirmative defenses and/or counterclaims.
21. No terms or conditions of purchase orders different from the credit terms contained in this agreement will become part of any agreement with Seller unless specifically approved in writing by Seller and referring to this agreement by date and title.
22. ORAL AGREEMENTS OR ORAL COMMITMENTS TO EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE. RCW 19.36.110.

Signature

Date

Signature

Date

Please Print or Type Name and capacity, i.e., whether owner, officer (e.g., Pres Vice Pres etc.) and/or Partner

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CONTINUING PERSONAL GUARANTY

- 1 For good and valuable consideration, the undersigned hereby absolutely and unconditionally guarantees as a principal, on a continuing basis, the performance of all obligations of the person(s) and/or entity(ies) that signed the appended sales agreement (hereinafter "Customer") and any and all obligations owed to Seller (hereinafter "Seller"), including but not limited to the prompt payment of all present and future indebtedness. The word "indebtedness" is used in its most comprehensive sense and means and includes any and all of Customer's liabilities, obligations, debts and indebtedness to Seller, now existing or hereinafter incurred or created, including, without limitation, all interest, costs, debts, other obligations, and liabilities of Customer, or any of them, and any present or future judgments against Customer, or any of them; and whether any such indebtedness is voluntarily or involuntarily incurred, due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined; whether Customer may be liable individually or jointly with others, or primarily or secondarily, or as guarantor or surety; whether recovery on the indebtedness may be or may become barred or unenforceable against Customer for any reason whatsoever, and whether the indebtedness arises from transactions which may be voidable on account of infancy, insanity, ultra vires, or otherwise.
- 2 The undersigned consents to any extension, modification or renewal of any obligation owed by Customer to Seller and guarantees such without prior notice, demand or pursuit of remedies against the party primarily liable.
- 3 This Guaranty is irrevocable and is binding on Guarantor and Guarantor's heirs, successors and assigns so long as any indebtedness remains unpaid or obligation unfulfilled. The guarantee shall continue in effect until the undersigned has notified Seller in writing of its cancellation, but such cancellation shall not alter any obligation of the undersigned arising hereunder prior to receipt of such written notice.
- 4 The undersigned hereby further agrees to indemnify and save Seller harmless from any loss, damage and expense caused by or arising out of any default on the part of Customer in making payment of any part or all sums owed to Seller and in the event of such default agrees, upon demand to pay Seller the amount of any such loss, damage, and expense.
- 5 Guarantor agrees to pay upon demand all of Seller's costs and expenses, including attorneys' fees and legal expenses, incurred in connection with collection of the indebtedness from Customer, including all attorneys' fees and other expenses relating to defenses, affirmative defenses, counterclaims or other claims raised by Customer and/or Guarantor in any legal action including an action initiated or pursued by Seller which must be resolved prior to collection by Seller of the indebtedness and/or in connection with the enforcement of this Guaranty. Seller may pay someone else to help enforce this Guaranty, and Guarantor shall pay the cost and expenses of such enforcement. Costs and expenses include Seller's attorneys' fees and legal expenses billed by a law firm or attorney, or persons or companies hired by a law firm or attorney, to perform services for Seller's benefit, whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services.
- 6 If there is a lawsuit, Guarantor agrees at Seller's sole option to submit to the jurisdiction of the courts of the State of Washington, and that venue shall be laid in the courts of Seattle, King County, State of Washington. This Guaranty shall be governed by and construed in accordance with the laws of the State of Washington.
- 7 This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- 8 In the event that a lawsuit is commenced, I/we waive the right to jury trial on any or all issues, including but not limited to, claims that might be asserted against Seller, issues relating to non-payment of monies owed to Seller, defenses, affirmative defenses, and/or counterclaims.
- 9 Guarantor agrees to indemnify and hold Seller harmless from any and all claims or losses relating to any alleged fraudulent transfer and/or preferential and/or avoidable transfer either under state law or pursuant to Federal law, including but not limited to, 11 U.S.C. § 547, 548, 549 and/or 550 and relating in any way to voluntary or involuntary payments made to Seller either by Guarantor, Customer or any other party that are applied to Customer's indebtedness or to obligations under this Guaranty. Guarantor agrees to pay any and all costs and attorneys' fees incurred by Seller in defending any such action, including an appeal.
- 10 The undersigned further acknowledges and represents that any titles written near the signatures below is/are intended merely to clarify the individual's position with the Customer and in no way is intended to limit or cancel the personal nature of this guaranty.

11 The undersigned hereby consent(s) to Seller's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Seller to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned and his/her spouse as an individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Credit Reporting Act as contained in 15 U.S.C. § 1681 et. seq.

Signature Date

Please Print or Type Name

Address

City, State Zip

Signature Date

Please Print or Type Name

Address

City, State Zip

Because of the changes to the content of resale certificates and penalties for misuse, Washington State requires that wholesalers obtain new certificates every 4 years from all customers effective July 1, 1993.

We will be required to charge Washington State sales Tax for any and every order placed for all products purchased by persons or companies we do not have a resale certificate on file for.

In order to comply with the existing laws, we have included a new resale certificate. Please take the time to carefully complete, then sign and date the certificate, returning it to us by return mail. If you have any questions, please feel free to contact Jeff Steele at 1-800-377-7147 or (360) 416-5115.

Thank you for your attention on this matter.

Washington State Department of Revenue Resale Certificate

1. Name of Seller: **Food Services, Inc.**
2. Name of Buyer: _____
3. Address of Buyer: _____

4. Buyer's UBI/Revenue Registration Number: _____
5. Buyer is in the business of: _____
6. Types of items purchased for resale: _____

I (the buyer) certify that I am purchasing the items listed on line 6 (*please check appropriate line*):

for resale in the regular course of business without intervening use in the regular course of business,

for use as an ingredient of component part of a new article of tangible personal property to be produced for sale,

as a chemical to be used in processing a new article of tangible personal property to be produced for sale

for use as feed, seed, seedlings, fertilizer, or spray materials in my capacity as a farmer

not for resale

I acknowledge that I am solely responsible for purchasing within the categories listed on line 6. I acknowledge that misuse of the resale privilege claimed by use of this certificate subjects me to penalty of 50 percent of the tax due, in addition to the tax, interest, and any other penalties imposed by law.

Print Name: _____
Name of Person Authorized to Use Resale Certificate

Signature: _____
Signature of Person Authorized to Use Resale Certificate

Effective Date: _____ through _____
Not to exceed 4 years 1/12/2