



IMP FOODS

1650 Delta Court

Hayward, CA 94545

Tel: 510.429.4600 Fax: 510.429.4601

OFFICE USE ONLY:

INT: _____ Date: _____

FOL: _____ Date: _____

DISP: _____ Date: _____

A/R: _____ Date: _____

SUP: _____ Date: _____

CREDIT APPLICATION page1

APPLICATION: The following information is provided to IMP FOODS INC. in order to obtain a commercial line of credit

(*Required Information)

*Name of Business: _____

*Billing Address: _____ *Shipping Address: _____

*City: _____ *State: _____ *Zip: _____ *City: _____ *State: _____ *Zip: _____

*Phone: _____ *Fax: _____ Email: _____

*Form of Business: [] Sole proprietorship [] Partnership [] Corporation and IRS ID _____

*Premises Owned: [] Yes [] No How long at current address: _____ Number of Employees: _____

*Type of Business: [] Wholesale [] Retail [] Restaurant [] Grocery

Number of Years in Business _____ Name and Address of prior or affiliated business in the last 3 years.

*Name of Applicant: _____ *Title of Applicant: _____ *Social Security# _____

*Applicant's home address : _____

*Residence Phone Number: _____ Date of Birth: _____ *Driver's Lic.# _____

*Name of Principal(S): _____

Bank Name and Address: _____

Phone Number: _____ Fax Number: _____ *Credit Contact Person: _____

Home Phone Number _____ Cell Phone Number _____

Business Bank Account# _____ Personal Checking Account # _____

Personal Savings Account# _____

BUSINESS TRADE REFERENCES:

*Name: _____ City _____ State _____ Tel _____

*Name: _____ City _____ State _____ Tel _____

Name: _____ City _____ State _____ Tel _____

Name: _____ City _____ State _____ Tel _____

X _____

*Signature

*Name of business:

*Print Name & Title

*Date:



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CUSTOMER AGREEMENT page 2

- 1) We may require customers to begin by C.O.D. basis and supply IMP Foods with a current credit card on file which may be charged to past due payments. A line of credit will be available once a consistent pattern of sales and purchasing history is verified. Please note that any return checks, inconsistent purchasing patterns, late payments, and unreasonable amounts of return items may affect your approval for line of credit.
- 2) IMP Foods is entitled to conduct any investigation to verify the information contained herein and may from time to time, perform further investigation.
- 3) Should a credit availability be granted by IMP Foods, all decisions with respect to the extension or continuation of credit shall be at the sole discretion of IMP Foods.
- 4) Terms of payment to IMP Foods are 30 day Net Terms unless otherwise specified. All invoice will be due on the 15th day of the following month. A financial charge at a monthly rate of 2% or the maximum rate permissible by law will be payable if overdue.
- 5) Should the payment become overdue, then at the option of IMP Foods, the entire balance of all invoices regardless of the date of invoices shall become immediately due and owing.
- 6) No goods are to be returned without authorization and they must be in their original containers or packaging. Notification must be made within 24 hours of delivery for any return items or claims.
- 7) A transfer fee of \$25.00 will be charged to the customer account when past due account are transferred to Transworld Systems and a 2% per month financial charge will continued to be assessed.
- 8) A \$20.00 return fee will be assessed for all returned checks.
- 9) Applicants: 1)may, after credit approval use the credit account up to its credit limit. 2)may be liable for amounts extended under the plan to any joint applicant. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Agreement: In consideration for the credit to be extended by IMP Foods, Inc. (Seller) under this agreement on the basis of the above information which is incorporated in this agreement and which the undersigned (Purchaser) warrants to be true and correct, the purchaser hereby agrees to the specified terms and to the conditions of sale set forth on each invoice. Purchaser also agrees to pay interest at the monthly rate of two (2) percent per month or the maximum rate permissible by law, whichever is greater, upon default in payment of any invoice. Upon default in payment of any invoice, IMP Foods shall have the right to declare all invoices due and payable. In the event any invoice is referred for collection, IMP Foods shall be entitled to reasonable fees and costs of collection, including attorney's fee and costs, from the Purchaser. The Purchaser also further agrees that venue of jurisdiction over any matter arising in respect to or out of this Credit Application and Agreement and any invoices resulting there from shall be in the City of Hayward and County of Alameda, State of California. The Purchaser shall notify Seller by certified mail of any change of ownership or any information provided on this Credit Application. In the event Purchaser fails to do so notify Seller in writing by certified mail of any changes, purchaser shall be liable for credit extended prior to said written notification as though no changes in fact occurred, without prejudice to Purchaser's rights to proceed, additionally, against any successors. The Purchase agrees to neither order nor accept goods from Seller while Purchaser is insolvent within the meaning of Uniform Commercial Code section 1201 (23). Every order placed or delivery accepted, while the Purchaser is insolvent shall constitute a written misrepresentation of solvency to the Seller within the meaning of Uniform Commercial Code section 2702 (2).

*Date _____ *Signature _____

*Title _____ *Print Name _____

PERSONAL GUARANTEE

For value received, the undersigned hereby unconditionally guarantees payment of all obligations incurred by the below name applicant. The undersigned further guarantees all renewals extensions; additions thereof and hereby waives presentation, demand, protest, notice of protest, and notice of no-payment. The undersigned further agrees that in the event legal action is instituted to enforce collection, to pay reasonable attorney's fees and cost for such legal action. I/We also agree to submit to legal jurisdiction in the City of Hayward, County of Alameda, and State of California. That upon payment in full of any and all purchases made thereafter and prior to this guarantee.

*Date _____ *Signature _____

*Title _____ *Print Name _____

*Social Security Number: _____ - _____ - _____