



# Pacific Plus

IMPORTER AND EXPORTER OF FINE FOODS SINCE 1991

## Credit Application

Company Name: \_\_\_\_\_ Entity Type: \_\_\_\_\_  
 Address: \_\_\_\_\_ Partnership ... [ ]  
 City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Sole Proprietor ... [ ]  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Corporation .... [ ]  
 FEIN or State Issued Resale Certificate Number: \_\_\_\_\_

### Ownership Information:

#### Owner 1

Name: \_\_\_\_\_  
 Home Address: \_\_\_\_\_  
 City/ST/Zip \_\_\_\_\_  
 Home Phone: \_\_\_\_\_  
 SS#: \_\_\_\_\_  
 DL# and State: \_\_\_\_\_

#### Owner 2

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/ST/Zip \_\_\_\_\_  
 Home Phone: \_\_\_\_\_  
 SS#: \_\_\_\_\_  
 DL# and State: \_\_\_\_\_

## TERMS AND CONDITIONS

Parties hereby agree that purchases made and extensions of credit are subject to the following terms and conditions:

1. All invoices are due and payable on or before expiration of the terms assigned to account, and the terms have been explained to me. No claims of shortages may be made once an invoice is signed by the Purchaser or his representative at time of receipt. All sums received by Seller shall first be applied to the oldest charges, then to the next oldest, and so forth. Purchaser agrees to pay interest on all past due sums at the rate of 18 percent per annum or the maximum allowable by law, whichever is less.
2. The undersigned Purchaser agrees to pay Seller a service charge of \$100.00 per returned transaction for all protested checks or ACH transactions returned by their bank.
3. No credit will be extended unless the personal guaranty set out below is signed by a proprietor, partner, officer or shareholder. In the event this guaranty is executed by more than one person, then, the liabilities and obligations of the undersigned hereunder shall be joint and several and relative words herein shall be read as if written in the plural.

4. The undersigned Purchaser agrees that if it appears that the customer is insolvent or about to become insolvent or if any balance remains unpaid after same is due, that all credit may be terminated without notice until all balances are paid and until Seller receives such assurances as are sufficient in its sole opinion to insure that all future charges will be paid when due.
5. The undersigned Purchaser agrees to pay, in the event the account becomes delinquent and is turned over to an attorney or agency for collection, a reasonable fee. In no event shall such reasonable fee be less than 1/3 of the balance due plus all attendant collection cost.
6. The undersigned agrees to notify Seller by certified mail of any change in ownership of the Customer or of any change of financial status which threatens to render the Customer insolvent and further agrees to be liable for all purchases should be undersigned fail to comply with said notification.
7. The parties hereby acknowledge that the statement for goods and/ or services purchase from Seller is not payable in installments, but are payable in full as stated herein.
8. The covenants, waiver, releases and promises are made in consideration of Seller extending credit to the Purchaser on open account.
9. Seller may require that a new credit application be filed at anytime and may terminate credit if such application is not filed.
10. This credit application and the following personal guaranty shall apply to all sales made by Seller to Purchaser and not merely to the business location or operation noted herein.
11. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects, and Purchaser authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser. Purchaser authorizes Pacific Plus International Inc. to check Purchasers' and Purchasers' principals' credit history, including trade, bank and personal references, and to release information to other creditors regarding Purchases' credit experience with Pacific Plus International Inc.
12. The Purchaser agrees that all transactions shall be governed and interpreted by the laws of the state in which Pacific Plus International Inc. is located. The Purchaser agrees that the venue of any action to enforce this agreement shall be in the county in which Pacific Plus International Inc. is located.
13. If Purchaser ceases doing business with Pacific Plus International Inc. for any reason, Purchaser will immediately purchase from Pacific Plus International Inc. all remaining proprietary/ special order items in Pacific Plus International Inc. inventory.

THIS APPLICATION MUST BE COMPLETED IN FULL (INCLUDING GUARANTY) AND MUST BE APPROVED BY SELLER'S CREDIT MANAGER BEFORE CREDIT WILL BE EXTENDED.

\_\_\_\_\_

Date

\_\_\_\_\_

Purchaser (Company Name)

\_\_\_\_\_

Sales Representative

\_\_\_\_\_

Signature of Proprietor, Partner or Officer

\_\_\_\_\_

Approved, Seller's Credit Manager

\_\_\_\_\_

Signer's Title

I, the undersigned, hereby personally guarantee to the aforesaid Seller payment of any obligation of the aforesaid Purchaser and I hereby agree to pay you on demand any sum which may become due to you by the Purchaser whenever the Purchase shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Purchaser.

\_\_\_\_\_

Witness

Date

\_\_\_\_\_

Guarantor's Signature

Date

\_\_\_\_\_

Address

The undersigned hereby consents to Pacific Plus International Inc. use of a non-business consumer credit report of the undersigned in order to further evaluate the creditworthiness of the undersigned as principal(s), proprietors(s) and or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Pacific Plus International Inc. to utilize a consumer credit report on the undersigned from time to time in connection with the extension of the business credit represented by this credit application. The undersigned as (an) individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C @ 1680 et seq.

\_\_\_\_\_  
Authorized Signature (must be an authorized signatory on account listed)

Date \_\_\_\_\_

The Customer agrees to the ACH Debit method of payment. Pacific Plus International Inc. and its related businesses will initiate such debits by ACH Debit out of the Customer's bank account at the financial institution specified below if Customer fails to pay on the terms listed in the Purchase order.

Please submit a voided check.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Institution Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Type:  Checking  Savings

Account Number: \_\_\_\_\_

Information Provided by: \_\_\_\_\_

This authorization shall remain in effect unless and until revoked in writing by an authorized representative of Customer and until Pacific Plus International Inc. and its related businesses have received such notice and have reasonable time to act upon such notice.

OFFICE USE ONLY	
CREDIT MANAGER: _____	DATE OF DECISION: _____
APPROVED ( )	DENIED ( )
REASON: _____	
TERMS: COD ( )    INV TO INV ( )    7 DAYS ( )    15 DAYS ( )    30 DAYS ( )	
CREDIT LIMIT: _____	
WHICHEVER IS REACHED FIRST	