

Woolco Foods, Inc.

135 Amity Street
Jersey City, NJ 07304
Tel. 201-716-2700 Fax. 201-716-2719

CREDIT APPLICATION

DATE: _____

BUSINESS DATA:

N.Y./N.J SALES TAX NO.: _____

TAX EXEMPT: ' NO ð YES*

(*If yes, a properly executed Resale Certificate must be furnished)

Buyer Firm: _____

Address: _____

Telephone: _____ Fax: _____

Type of Ownership: _____ Corporation _____ Partnership _____ Individual

Name of Principal: _____

Home Address: _____

Title (if corporation): _____

Name of Principal: _____

Home Address: _____

Title (if corporation) _____

BANK INFORMATION:

Name of Bank: _____

Address: _____

Bank Account No.: _____

Contact Name: _____

Telephone No.: _____

ALL SALES TO BUYER FIRM ARE SUBJECT TO THE TERMS AND CONDITIONS ON THE FOLLOWING PAGE OF THIS APPLICATION FOR CREDIT.

I have read and understand and agree to abide by the terms and conditions for credit with WOOLCO FOODS, INC. The information supplied in the application for credit is true and correct to the best of my knowledge.

Print Name _____ Authorized Signature, Title _____ Date _____

PERSONAL GUARANTY

In order to induce WOOLCO FOODS, INC. (WOOLCO) to extend credit to the above buyer firm, the undersigned personally guarantees payment of the account and of each and every invoice rendered to the buyer firm by WOOLCO and further agrees that attorneys' fees for the prosecution of an action based upon this guaranty shall be 25% of the amount sued for a cause of action to recover for such attorneys' fees may be joined as a cause of action with the cause of causes of action seeking to enforce the terms of this guaranty. This guaranty is and shall be in full force and effect until it is canceled in a writing forwarded to WOOLCO by Registered Mail, Return Receipt Requested. Said cancellation to be effective beginning twenty-four (24) hours after receipt thereof by WOOLCO.

Signature*: _____

Date: _____

Social Security No.: _____

Home Address: _____

Witness: _____

*INDIVIDUAL MUST SIGN THEIR NAME. NO CORPORATE TITLE SHOULD FOLLOW NAME.

TERMS AND CONDITIONS OF SALE

1. A one and a half (1½ %) monthly service charge will be charged on all accounts which remain past due more than thirty (30) days.
2. **WARRANTY:** WOOLCO FOODS, INC. (WOOLCO) expressly warrants that commodities sold on face hereof will be merchantable. WOOLCO makes no other warranties except as set forth in writing. THIS WARRANTY IS GIVEN EXPRESSLY AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSLY OR IMPLIED. FANTIS SPECIFICALLY EXCLUDES THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.
3. **CLAIMS:** All claims must be made in writing to WOOLCO within ten (10) days after receipt of goods. WOOLCO'S liability for damages shall be limited to the exchange or return of the particular merchandise with respect to which such damages are claimed. The foregoing constitutes the exclusive remedy against WOOLCO. WOOLCO SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. Failure to make claim in writing against WOOLCO within ten (10) days after arrival of the goods thereof shall constitute an irrevocable acceptance of the goods.
4. Buyer firm will pay to WOOLCO all costs and expenses, including attorneys' fees of twenty-five percent (25%), which are incurred in attempting to collect from buyer firm the amount due for any purchase made by buyer firm from seller.

BANK WRITTEN AUTHORIZATION FORM

Please provide _____ and/or Purveyor's Market Service with information regarding my/ our credit history with your bank.

I hereby authorize the release of this information for credit purpose.

CORPORATE NAME OF APPLICANT AND TRADE NAME(S)

D/B/A/ _____

ACCT. # _____ CHECKING

ACCT.# _____ SAVINGS

Authorized Signature

Title

Date

CREDIT REFERENCE

Please furnish three (3) trade references that you are currently doing business with.

Company Name	Phone & Fax Number	Contact Name
<hr/>		
1.	_____	
2.	_____	
3.	_____	

List other entities (if any) owned: