

CREDIT APPLICATION TO FANTIS FOODS, INC.

60 Triangle Blvd. Carlstadt, NJ 07072
Telephone: (800) 367-3382 Fax: (800) 336-5329

INSTRUCTIONS: Please print or type. Fill in space and complete by signing where indicated. The party signing must be an officer, partner, or owner of your organization. Your answers to all questions will enable us to expedite your application.

INVOICING INFORMATION

TRADE NAME (S)

X _____ D&B _____

Delivery Address _____

City _____ State _____ Zip _____ Phone _____

Corporate Name X _____

Corporate Address _____

Ciry _____ State _____ Zip _____ Phone _____

Please bill at (circle one) – Delivery Address – Corporate Address – Other – See Below

Billing Address _____

Person preparing bills for payment (accountant, bookkeeper, etc. – please give name):

Original date opened for business: Month _____ Year _____

Date current owners took over: Month _____ Year _____

BUSINESS INFORMATION

Business is a: _____ Corporation (list officers names & titles) _____ General Partnership

_____ Limited Partnership (list each partner) _____ Proprietorship (owner's name)

Other _____

Complete the following information: (for the corporate officers, partners or individual owner)

NAME & TITLE _____

NAME & TITLE _____

HOME ADDRESS _____

HOME ADDRESS _____

CITY, STATE, ZIP _____

CITY, STATE, ZIP _____

TELEPHONE _____

HOW LONG ASSOCIATED
ACTIVE WITH BUSINESS

TELEPHONE _____

HOW LONG ASSOCIATED
ACTIVE WITH BUSINESS

BANK & FINANCIAL INFORMATION

PLEASE ATTACH CURRENT FINANCIAL STATEMENT TO THIS APPLICATION.

Checking X _____
Name of Bank _____ Account Number _____ Address _____ City, State, Zip _____

Savings X _____
Name of Bank _____ Account Number _____ Address _____ City, State, Zip _____

Landlord _____ Mortgage _____
(if premises rented) (if premises owned) Name _____ Address _____ City, State, Zip _____

Have you or any of the other principals participated in either a corporate or personal bankruptcy in the last five years? YES _____, NO _____
(If yes, please explain.) \$ _____ Estimated credit requirements.

TRADE REFERENCE – PREFERABLY OTHER FOOD & LIQUOR VENDORS

1. _____
 Name Address City, State, Zip Telephone Fax

2. _____
 Name Address City, State, Zip Telephone Fax

3. _____
 Name Address City, State, Zip Telephone Fax

4. _____
 Name Address City, State, Zip Telephone Fax

GUARANTEE

For value received and in consideration of any extension of credit or other financial accommodation heretofore or hereafter at any time made or granted to _____ (“Debtor/Customer Name”) by Fantis Foods, Inc., (“Creditor”), the undersigned hereby unconditionally guarantee (s) the full and prompt payment and performance when due, whether by acceleration or otherwise, of all amounts Debtor shall at any time owe to Creditor, how so ever created, arising or evidenced, (collectively the “Liabilities”), and the undersigned further agree (s) to pay all interest on such Liabilities, plus all expenses (including attorney’s fee and legal expenses) paid or incurred by Creditor in endeavoring to collect the Liabilities, or any part thereof, and enforcing the guaranty. The guaranty shall be a continuing guaranty, and shall remain in effect (notwithstanding, without limitation, the death, incompetence or dissolution of any of the undersigned), subject to discontinuance as to any of the undersigned only upon actual receipt by Creditor of written notice from such undersigned; provided, however, that no such notice of discontinuance shall affect or impair any of the agreements and obligations of such undersigned hereunder with respect to any and all Liabilities existing prior to the time of actual receipt of such notice by Creditor.

The undersigned waive (s) notice of acceptance of this guaranty by Creditor and notices of default or of nonpayment on any of the Liabilities. No delay by Creditor in exercising any right hereunder or taking any action to collect or enforce payment of any of the Liabilities hereby guaranteed, either as against Debtor or any other person otherwise liable shall operate as a waiver of any such right or in any manner prejudice the rights of Creditor against the undersigned. The undersigned hereby agree(s) that in the event of any default by Debtor, Creditor shall be entitled to proceed against the undersigned immediately for such payment without prior demand to notice.

This guaranty shall be construed according to the laws of the State of New Jersey. This Agreement shall insure to the benefit of Creditor, its successors and assigns, and the assignees of any Liabilities hereby guaranteed. It shall bind the undersigned, and any heirs, successors, legal representative or assigns of the undersigned. If more than one party shall execute this guaranty and each of them, and all such parties shall be jointly and severally obligated hereunder.

SIGNED AND DELIVERED THIS X _____ DAY X _____, 20 _____

X _____ X _____
SIGNATURE HOME ADDRESS

X _____ X _____
SIGNATURE HOME ADDRESS

TERMS AND CONDITIONS

The person on entity set forth on the reverse side of this application. “Applicant” hereby applies to Fantis Foods, Inc. To open a commercial charge account in Applicant’s name and hereby request Fantis Foods, Inc. from time to time to extend credit to enable Applicant to purchase merchandise from Fantis, Inc. for business or commercial purposes only. As an inducement to Fantis Foods, Inc. to extend credit, and in consideration of Fantis Foods, Inc. agreeing to extend credit to Applicant, Applicant states as follows: Applicant represents and warrants that (a) all credit information given in connection with this Application and Agreement (“ Agreement”) is true and correct as of the date hereof, and (b) it is financially able to comply with all payment terms specified herein or in any invoice form Fantis Foods, Inc. (“Payment Terms”), such as representation and warranty shall be deemed remade each time Applicant accepts credit from Fantis Foods, Inc.

If applicant wishes to return any products, applicant shall be responsible for any and all freight charges.

If any amount due for any merchandise remains unpaid on the last business date of the month in which payment was due, applicant should pay to Fantis Foods, Inc. a finance charge equal to 1 1/2 percent per month (18% A.P.R) on all past due amounts from the first day of the month immediately following the month in which payment was due, until such amounts are paid in full.

If Applicant pays any invoice with a check and the check is returned from Applicant’s bank unpaid for any reason, applicant will pay service charge of \$25.00 or one – half of one percent (1/2%) of the face amount of the check, whichever is greater. The service charge will be in addition to any finance charges that may be applicable.

The agreement shall be a continuing agreement and shall apply to each purchase of merchandise for which Applicant does not pay in full at the time of delivery. Applicant agrees that Fantis Foods, Inc. can change or amend any of the terms of this Agreement by sending written notice of the change to Applicant thirty (30) days before such amendment or change. Applicant’s continued use of this commercial charge account after the effective date of the amendment or change shall be deemed acceptance of the changed terms. Fantis Foods, Inc. may terminate this agreement or restrict or withhold deliveries to Applicant at any time without notice. Applicant will pay all expenses, including reasonable attorney’s fees, incurred by Fantis Foods, Inc. in the enforcement of this Agreement and the collection of any charges due hereunder. Applicant agrees to be governed by the laws of the State of New Jersey and consent to the jurisdiction of the courts of New Jersey.

This information is given in strict confidence for the sole purpose of establishing an open account with Fantis Foods, Inc. I hereby authorize Fantis Foods, Inc. to request and obtain credit information from any of my trade, bank, or financial referenced concerning the status of my business and credit and I authorize such trade, bank or financial reference to release such information to Fantis Foods, Inc.

APPLICANT’S SIGNATURE X _____

TITLE _____ DATE _____