



DESTEFANOFOODS

DeStefano Foods, Inc.
 561 Jersey Avenue
 New Brunswick, New Jersey 08901
 Phone: 732-296-6740
 Fax: 732- 296- 6749

CREDIT APPLICATION

Name/Address

Last:	First:	Middle Initial:	Title	
Name of Business:			Social Security #: (If Single Owner)	
Address:				
City:	State:	ZIP:	Phone:	Cell:

Company Information

Type of Business:	Tax ID Number:	In Business Since:
Legal Form Under Which Business Operates:		
Corporation <input type="checkbox"/>	Partnership <input type="checkbox"/>	Proprietorship <input type="checkbox"/>
If Division/Subsidiary, Name of Parent Company:		In Business Since:
Name of Company Principal Responsible for Business Transactions:		Title:
Address:	City:	State: ZIP: Phone:
Name of Company Principal Responsible for Business Transactions:		Title:
Address:	City:	State: ZIP: Phone:

Bank Reference

Bank Reference

Financial

Institution Name #1	Institution Name #2	Name of Accountant	
Checking Account #:	Checking Account #t #:	Last Statement Date	Type of Audit
Address:	Address:	Address:	
Contact:			
Phone:	Phone:	Accountants Phone#	

Trade References (3)

Company Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Account Opened Since:	Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:	Credit Limit:
Current Balance:	Current Balance:	Current Balance:

TERMS AND CONDITIONS

The Purchaser named on the reverse side of this Credit Application and Agreement agrees that all purchases made by the "Purchaser" or by any person representing himself to be an employee, agent or representative of the Purchaser from DeStefano Foods, Inc., and or it's subsidiaries, affiliates and division's (the "Seller") shall be subject to the credit terms and conditions of the Seller as established and amended from time to time, including the terms and conditions set forth herein. The Purchaser represents and warrants that the information furnished herein is true, correct and complete. The Purchaser hereby authorizes the Seller to investigate and obtain information from all banks and other credit references and sources (whether or not listed in this Credit Application and Agreement) regarding the Purchaser's creditworthiness. All credit extensions shall be made at the sole discretion of the Seller and may be denied, altered or terminated by the Seller at any time without cause. In the event of any change in the ownership of the Purchaser or the Purchaser's business, the Purchaser shall be jointly and severally liable with its successors for all sales to such successors that originate and are charged to the Purchaser's account before the Seller receives notices by registered or certified mail of such change in ownership. The Seller reserves the right to require a new credit application (as mentioned above) of any such successors for the purpose of the extension of new credit.

The Purchaser agrees to pay all amounts due to the Seller in full in accordance with the terms of sale as stated on each order submitted, shipped and invoiced. Any amount not paid when due to the Seller, shall bear daily interest calculated at the rate of eighteen percent (18%) per annum. Payments are considered to have been received once the payment has been received at the Sellers lockbox / address as designated on the invoice. The Purchaser shall be responsible for any charges incurred for any check that is returned by the Purchaser's bank. The Seller does not waive any additional remedies available under applicable state law for any check returned by the Purchaser's bank due to insufficient or stopped funds. The Purchaser shall pay all attorney's fees, collection and court costs, and other expenses incurred by the Seller to collect any obligations owing by the Purchaser, whether or not incurred in connection with litigation. The Purchaser agrees that the venue of any action to enforce this Credit Application and Agreement shall, at the Sellers option, be in the State in which the Seller's branch that supplies the Purchaser is located.

Signature of Purchaser: _____ **Signature if (2nd Purchaser)** _____

Printed Name of Purchaser: _____ **Printed Name (2nd Purchaser)** _____

Title: _____ **Title:** _____

Witness Signature: _____ **Date:** _____ **Witness Signature:** _____ **Date** _____

INDIVIDUAL PERSONAL GUARANTEE

To induce DeStefano Food's, Inc. and it's subsidiaries or divisions (the "Seller ") to conduct business with the Purchaser named in the foregoing Credit Application and Agreement, the undersigned, jointly and severally, personally and conditionally guarantee to the Seller the full payment when due of all obligations now or thereafter owing by the Purchaser to the Seller, including without limitation , all obligations arising out of or in connection with the sale of goods or the provision of services by the Seller and all interest and late charges, attorney's fees and collection and court costs. This guarantee shall be an unlimited, continuing guarantee and shall remain in full force and effect regardless of any change in the form or evidence of any of the Purchasers obligations, any renewal, extension or other modification of the Purchasers obligations or any taking, release or modification of any security interests. This guarantee may be terminated by the undersigned only as to the obligations originating more than five (5) business days after receipt by the Seller of notice of termination given any rights to notice and waives any right to the require the Seller of notice of termination given any rights to notice and waives any right to require the Seller, whether before or in connection with the enforcement of this guarantee, to proceed against the Purchaser or any other person or against any security interest or to pursue any other right or remedy available to Seller. The undersigned shall pay all attorneys' fees, court costs and other expenses incurred by the Seller to enforce this guarantee, whether or not incurred in connection with litigation. Each of the undersigned specifically agrees to the venue provisions set forth in the foregoing Credit Application and Agreement. (One signed form for each Guarantor)

PURCHASER (Please sign) _____ **PURCHASER (Print Name)** _____

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Witness: (Signature) _____ **Witness (Print Name)** _____

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Date: _____ **Date:** _____

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