



CREDIT APPLICATION

DairyAmerica, "DairyAmerica, Inc. 4974 East Clinton Way #C-221 Fresno, CA 93727-1520 Phone (559) 251-0992 Fax (559) 251-1078

Instructions: Please type or print. Complete ALL sections as thoroughly as possible. Items in BOLD are required. Principle or Authorized Agent must sign where indicated. If a corporation, the signature must be that of an officer. If a partnership, the application must be signed by ALL partners. CREDIT TERMS ARE NET 10 days. Purchase orders are required on all sales.

Legal Business Name \_\_\_\_\_

Phone Number ( ) \_\_\_\_\_ Fax Number ( ) \_\_\_\_\_

Billing Address (Street, City, State, Zip) \_\_\_\_\_ Date Business Started \_\_\_\_\_

Shipping Address (if different than Bill to Address) \_\_\_\_\_

Accounts Payable Contact \_\_\_\_\_ Order Contact \_\_\_\_\_ Authorized Buyers \_\_\_\_\_

Dun & Bradstreet/Experian Number \_\_\_\_\_ Federal Tax I.D. Number \_\_\_\_\_

Have you ever filed for protection under the bankruptcy code? No Yes, if yes, when Do you own Real Estate? Yes No

Please indicate one: \*Individual \*Partnership \*Sub-chapter "S" LLC/PLLP \*Small Entity
\*Complete the following if you checked any of these business types
Name Home Address Home Phone Title Social Security Number Driver's License Number

Trade Credit References (If you wish to attach these as a separate document you must label said document as "ATTACHMENT A" and check here See "Attachment A")
Name Phone Number Fax Number Contact Name

- 1) \_\_\_\_\_
2) \_\_\_\_\_
3) \_\_\_\_\_

Bank Reference
Bank Name Address Phone Number

Officer/Contact Account Number
DairyAmerica ("DA") complies with the Federal Equal Credit Opportunity Act (the "ECOA"). "DA" does not discriminate against applicants based on race, color, religion, national origin, sex, marital status, age, because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. A written statement of the specific reason(s) for denial of credit may be requested from "DA" at 4974 E. Clinton Way, C-221, Fresno, CA 93727.

## CREDIT AGREEMENT

This agreement is made between **DairyAmerica, Inc.**, a California corporation, with its principal office at 4974 East Clinton Way #C-221, Fresno, CA 93727-1520 (hereinafter referred to as "DA") and the entity whose name and address first appears on page one (1) of this application (hereinafter referred to as "Applicant"), on the date appearing alongside the signature of the "Applicant" herein below.

### WITNESSETH

Whereas, the Applicant wishes to purchase goods and/or services (hereinafter referred to as "Products") from DA under credit terms; and  
Whereas, DA wishes to sell Products to the Applicant under credit terms:

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and promised herein below contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties do, intending to be legally bound hereby, agree to the following:

1. The Applicant agrees with DA to pay for all purchases of Products in accordance with terms and conditions established by written agreement.
2. DA retains title to the goods until Applicant performs all its obligations under this agreement, and the goods have been paid in full. DA retains a security interest in the goods, including all accessions to and replacement of them to secure performance of all Applicant obligations arising under this agreement. DA reserves the right to reclaim the goods from Applicant if payment is not received within terms agreed after delivery of goods. Notwithstanding the above, the risk of loss of the goods shall pass to the Applicant as soon as the goods are delivered to Applicant.
3. Any and all balances due beyond the agreed terms will be considered delinquent and subject to late charges at the highest rate allowed by law.
4. In the event a check made out to DA by Applicant is returned for insufficient funds, DA will charge Applicant the applicable legal fee for each such returned check.
5. The Product(s) as set forth on the invoices are for resell purpose only. **Any claim must be made in writing immediately upon receipt of the Product and in accordance with DA Damaged Goods Policies.** Failure to notify DA signifies total acceptance and responsibility for prompt payment in full for the Product(s) supplied.
6. Any and all warranties are disclaimed by DA including all expressed or implied warranties, including, but not limited to any warranty of merchantability and fitness for a purpose and DA shall not be liable for any loss or damage, directly or indirectly, arising from the performance of DA in providing Products, or for any consequential or incidental damages arising from the use of any Product(s) sold by DA.
7. The Applicant agrees to supply DA with a current list of employees or agents authorized to order, receive, or pick-up goods and/or services, or otherwise commit or obligate the Applicant. DA assumes no liability for changes or omissions in the list of authorized employees or agents.
8. DA reserves the right to use any legal means available to force collection of delinquent accounts including accrued penalties. The Applicant consents to venue in any court of competent jurisdiction selected by DA should legal means be necessary to enforce this provision.
9. The Applicant certifies that any and all information submitted to DA or assigns in applying for credit consideration is true and correct.
10. DA shall retain the right to deny or refuse credit to the Applicant at any time without prior notice or reason. However, Applicant may request a written explanation of an adverse decision regarding the extension of credit.
11. DA is authorized to investigate the credit worthiness of the Applicant and any and all persons serving as guarantor for such credit. Said investigation may include obtaining information as to the Applicant's and each guarantor's credit capacity, general credit reputation, and/or character, whichever may be applicable. DA is authorized by the Applicant and guarantors to report to proper persons and bureaus the Applicant's and guarantor's performance under the Agreement. I further authorize DA to gather and discuss banking information with the listed institution on the credit Application.
12. For individuals signing this Application, I authorize DA or its agent to investigate my personal credit and financial records, including my banking records. I further authorize DA to gather and discuss banking information with the listed institution on the credit Application.
13. The Applicant shall pay all costs and expenses incurred by DA in the collection of indebtedness arising pursuant to the Agreement, including attorney's fees, court costs and miscellaneous expenses incurred.
14. Any reference to gender or singular or plural shall not be operative in the interpretation of this Agreement and in each instance the use of any particular sense shall be equally binding in the opposite sense thereof.
15. The undersigned Purchaser acknowledges that this document authorizes the Seller or its agents or assigns to sign and execute on its behalf any and all necessary documents to make public this sales transaction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date appearing herein below.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_

This authorization expires:

\_\_\_\_\_ Dated:

\_\_\_\_\_ (company name)

for \_\_\_\_\_

\_\_\_\_\_ (an authorized agent or officer)

Signed \_\_\_\_\_

This authorizes DairyAmerica to obtain credit information from you as part of the credit process to establish a credit account with DairyAmerica. This information will be kept confidential in compliance with current laws and regulations.

\_\_\_\_\_ To:

### Authorization to Release Credit Information

