

KALEEL BROS. Inc.
Credit Application

Business Name: _____

(DBA) Trade Name: _____

Business Email Address: _____

Type of Entity: Corporation, Partnership, Sole Proprietor, Limited Liability Company (LLC), LPA, LLP, etc.,

Address: _____
(Shipping) (street)

(city) (state) (zip code)

Phone Number: _____

Fax Number: _____

Address: _____
(Billing) (street)

(city) (state) (zip code)

Phone Number: _____

Fax Number: _____

Federal I.D. #: _____ - _____

Vendor License #: _____ - _____

Length of time in business: _____ yrs. Number of Employees: _____ Type of Business: _____

Monthly sales volume: \$ _____ Own/Rent Premises: _____ Name of Landlord: _____

What is the length of lease & expiration date? _____

Equipment Used for Business: Owned _____ Leased _____ Equipment Used for Business: Old _____ New _____

Name of Bank _____ City/Branch _____ Account # _____
(required)

PRINCIPALS OF BUSINESS:

Full Name _____ Email Address _____ Home Phone # _____

Home Address _____ City/State _____ Zip code _____ Driver's License # _____ Title _____

Full Name _____ Email Address _____ Home Phone # _____

Home Address _____ City/State _____ Zip code _____ Driver's License # _____ Title _____

TRADE REFERENCES (2 REQUIRED):

Full Name _____ Fax # _____ Phone # _____

Address _____ City/State _____ Zip code _____ Title _____

Full Name _____ Fax # _____ Phone # _____

Address _____ City/State _____ Zip code _____ Title _____

Everything that I have stated in this application is correct to the best of my knowledge. I understand that you will retain this application whether or not it is approved. You are authorized to check my and/or my business' credit history and to answer questions about your credit experience with me and/or my business. I also specifically authorize Kaleel Bros. Inc. to run a credit check on me and/or my business and specifically authorize my bank to release any and all information requested by Kaleel Bros. Inc. for me and/ or my business.

Applicant's Signature _____ Date _____ Please Print Name and Title _____

FOR OFFICE USE ONLY

DATE REC'D: _____ SLM: _____ DATE APPRD: _____ CREDIT TERMS: _____ LIMIT: \$ _____

APPROVED BY: _____

761 BEV ROAD / P.O. BOX 538 / YOUNGSTOWN, OHIO 44501 / PHONE (330) 758-0861 / FAX (330) 758-1244

TERMS AGREEMENT

The undersigned, ("Purchaser") agrees that all purchases made by Purchaser from Kaleel Bros., Inc. ("Seller") are subject to the following terms and Conditions:

1. All amounts due for goods and services purchased from Seller are payable at the Seller's distribution facility from which the goods and services are delivered. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full as stated herein. If any amount due Seller is not paid in accordance with such payment terms, a delinquency charge shall be added to the sum due, which charge shall be equal to the amount obtained by multiplying the delinquent balance by the lesser of (a) two percent (2%) per month or (b) the maximum lawful rate permitted to be charged under applicable state laws. Purchaser also agrees to pay Seller a service charge in an amount of \$32.00 for all checks returned by Purchaser's bank.
2. Purchaser agrees that all goods are considered received once they are delivered by Seller's employees, agents or representatives to the Purchaser, purchaser's agents, employees or representatives. Purchaser expressly waives any requirements as to signatures on invoices or bills of lading as evidence of delivery of goods.
3. All amounts due Seller, including lease payments, are payable in accordance with the payment terms granted by Seller's credit department from which the goods and services are delivered. If any amount due Seller is not paid in accordance with such payment terms, a delinquency charge shall be added to the sum due, which charge shall equal the amount obtained by multiplying the delinquent balance by the lesser of (a) one and one-half percent (1 1/2 %) per month or (b) the maximum lawful rate permitted to be charges under the applicable state's law.
4. Credit terms are subject to final approval by Kaleel Bros., Inc. credit department personnel only. Kaleel Bros., Inc. reserves the right to change credit terms without notification if purchases are not paid within credit terms granted.
5. Purchaser shall pay Sellers a service charge for all checks returned by Purchaser's bank; provided, however, that such service charge shall not be due and payable in the event such payment would result in the violation of the usury laws of the applicable jurisdiction.
6. In the event legal action becomes necessary in connection with this account or goods received, all parties agree that the laws of the State of Ohio shall govern. Further, purchaser agrees that jurisdiction and venue shall lie in the court systems of the State of Ohio, County of Mahoning, for any lawsuit or dispute arising between the parties.
7. In the event prosecution or collection legal action becomes necessary in connection with this account or goods received, Kaleel Bros., Inc. shall be entitled to recover its actual attorney fees and costs, including but not limited to costs for discovery, depositions, expert witness fees and out-of-pocket costs, incurred in such action both at trial and on appeal.
8. Any perishable agricultural commodities delivered in regards to this account are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act. 1930 (7 USC 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.
9. The undersigned agrees to notify Kaleel Bros., Inc. by certified mail of any changes of ownership of the Customer and further agrees to be liable for all purchases should the undersigned fail to comply with said notification. 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 authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser.
10. The information on this application as well as corporate reference sheet is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize and permit the firm to whom this application is made to investigate the references listed and use other sources available pertaining to my/our credit and financial responsibility.

"PURCHASER"

Signature: _____

Date

(Type or Print Name of Purchaser)

Sales Representative/Witness

Title: By _____

INDIVIDUAL PERSONAL GUARANTY

I, _____ (Name), for and in consideration of your extending credit at my request to _____ (the "Company"), personally guarantee prompt payment of any obligation of the Company to Kaleel Bras. ("Seller"), whether now existing or hereinafter incurred, and I further agree to bind myself to pay on demand, any sum which is due by the Company to Seller whenever the Company fails to pay same. It is understood that this guaranty shall be an absolute, continuing and irrevocable guaranty for such indebtedness of the Company.

I expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guaranty, notice of the extending of any guaranteed indebtedness already or hereafter contracted for by the Company, notice of any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed, notice of any renewal of extension of such indebtedness, and I expressly consent to any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness from, the Company or any other party liable for such indebtedness. I irrevocably waive and disclaim all rights to payment and claims for reimbursement or subrogation I may have against the Company as Guarantor of such indebtedness.

If the guaranteed indebtedness is not paid by me when due, and this guaranty is placed in the hands of any attorney for collection, or suit brought hereon, or it is enforced through any judicial proceeding whatsoever, I shall pay all attorneys' fees and court costs incurred by Seller .

In the event more than one party executes this Guaranty as a guarantor, then each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness, an, in all instances herein, the singular shall be construed to include the plural. Any notation of corporate capacity shall be taken as informational only and shall not affect the personal nature of the guaranty.

Date

Guarantor (Print Name)

Witness

Guarantor Signature
Address: _____

Date

Guarantor (Print Name)

Witness

Guarantor Signature
Address: _____