

2390 Jerrold Ave.
San Francisco, CA 94124



Ph: 415-206-7327
Fax: 415-206-7733

Application for Business Account

✓ BUSINESS INFORMATION

Business Name: _____ Phone #: _____
DBA: _____ Fax #: _____
Billing Address: _____ City: _____ Zip: _____
Shipping Address: _____ City: _____ Zip: _____
Website: _____ E-mail: _____
How long at this Address: _____ Premises Owned: Yes _____ No _____
If Leased, From Whom: _____ Monthly Payment: _____
Type of Ownership: Corporation _____ Partnership _____ Proprietorship _____
Liquor License(s) Held: _____ Sellers Permit #: _____

✓ ACCOUNTS PAYABLE INFORMATION

Contact: _____ Phone #: _____ Fax #: _____

✓ PRINCIPLE OWNER OR OFFICERS

Full Name: _____ % Owned: _____
Home Address: _____ Phone #: _____
Social Security #: _____
Full Name: _____ % Owned: _____
Home Address: _____ Phone #: _____
Social Security #: _____

✓ BUSINESS REFERENCES – (please limit references to your current Suppliers)

Vendor: _____ Phone #: _____
Address: _____
How long doing business with: _____ Fax #: _____
Vendor: _____ Phone #: _____
Address: _____
How long doing business with: _____ Fax #: _____
Vendor: _____ Phone #: _____
Address: _____
How long doing business with: _____ Fax #: _____
Vendor: _____ Phone #: _____
Address: _____
How long doing business with: _____ Fax #: _____

✓ BANK REFERENCES

Bank Name: _____ Phone #: _____
Bank Contact: _____ Fax #: _____
Address: _____
Account #(s): _____
Loan Account # (s): _____

All Seas Wholesale, Inc.

TERMS OF THE APPLICATION AND PURCHASE AGREEMENT

The undersigned (purchaser) applies for a business account with All Seas Wholesale, Inc. or any of its subsidiaries and affiliated entities (Seller). If this application is approved applicant agrees to the terms set by Seller and the following terms and conditions.

- I. All amounts due from goods and services purchased from seller are payable to the Seller's Accounting facility from which this contract is initiated. All obligations incurred hereunder are performable thereat. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full as stated on invoice.
II. All amounts due Seller are payable according to terms presented on invoice. From date of invoice/delivery of goods. If any amount due Seller is not paid within terms, then the unpaid balance will be subject to 1% late charge in addition to the 1% charge mandated by Section 25509, Division 9, California Business Code. Delivery personnel of All Seas Wholesale, Inc. are not authorized to adjust, alter, settle, compromise or modify any sales dispute, payment terms or any terms or conditions of this account; all such matters shall be solely discussed with and/or resolved by the Sales representative of All Seas Wholesale, Inc.
III. In the event purchaser account should become delinquent, All Seas Wholesale, Inc. reserves the right to cease without notice any further sales to Purchase, or to make further sales with new terms and conditions of credit determined by All Seas Wholesale, Inc. Applicant agrees to pay for all collection costs and expenses, attorneys fees and court costs incurred by All Seas Wholesale, Inc. in the event of collection of this account should be necessary; whether collection be by legal action or otherwise. Purchaser agrees that this account shall be deemed an obligation incurred in the in the State of California, and the venue for any legal action on this account shall be in said State.
IV. Purchaser shall notify Seller by certified mail of any change of ownership or any information provided on the application. Purchaser warrants to Seller that all financial information on the reverse side of this application is true, correct and complete in all material respect, and Purchaser authorized Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser. In the event Purchaser fails to so notify in writing by certified mail Seller of any changes. Purchaser shall be liable for all credit extended prior to said written notification as though no changes in fact occurred, without prejudice to Purchaser rights to proceed, additionally, against any successors.
V. The Purchaser agrees to neither order nor accept goods from Seller while Purchaser is insolvent within the meaning of Uniform Commercial Code Sections 1201(23). Every order placed, or delivery accepted. Whole the Purchaser is insolvent shall constitute a written misrepresentation of solvency to the seller within the meaning of Uniform Commercial Code section 2702(2).
VI. Purchaser expressly agrees that Seller shall not be responsible for any nonconformity as to quantity, quality or price unless noted on the original delivery receipt at the time of delivery or unless the goods are rejected in writing within three (3) days of delivery, by certified mail, return receipt requested, to the Seller.
VII. All returned checks will be assessed a \$25.00 returned item charge unless otherwise specified in writing.
VIII. Applicant hereby authorizes Creditor to contact any and all banks, credit references and/or trade references listed herein and further authorizes said banks, credit references and/or trade references to provide information requested by Creditor in order to evaluate this application.
IX. The undersigned hereby certifies that they are a certified representative of the Purchaser. That the above information is true and correct, authorizes All Seas Wholesale, Inc. to verify same, and acknowledges that All Seas Wholesale Inc .will be relying on the above information in granting credit terms.

Signature Title Date

Signature Title Date

All Seas Wholesale, Inc.

AUTHORIZATION FOR INVESTIGATION OF PERSONAL CREDIT

IMPORTANT: All applicants that are sole proprietors, partners in a partnership, or guarantors of a corporate entity must sign below.

The undersigned hereby consent(s) to All Seas Wholesale, Inc.'s use of a non-business consumer credit report on the undersigned in order to further evaluate the creditworthiness of the undersigned as principal(s) proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) All Seas Wholesale, Inc. to utilize a consumer credit report on the undersigned from time to time as needed in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as (an) Individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act.

Dated at _____ this _____ day of _____, 20_____.

Signature of Officer of Corporation as Guarantor

Signature of Partner/Proprietor

Print Name

Print Name

All Seas Wholesale, Inc.
PERSONAL GUARANTEE

The undersigned (hereinafter "Guarantor"), as a material inducement to and in consideration of All Seas Wholesale, Inc. (hereinafter "Seller") approving the application of the below-described Buyer for a business account with Seller, unconditionally guarantees and promises to and for the benefit of Seller that Buyer shall pay said account in full and perform all other terms and conditions of said account which Buyer is to perform.

The terms and conditions of said account may be changed by agreement between Buyer and Seller at any time, or by course of conduct, without the consent of or without notice to Guarantor, and this Personal Guarantee shall guarantee the performance of said account as so changed. Any change of ownership of Buyer or merger of Buyer with a successor corporation shall not affect the Personal Guarantee unless Seller should expressly release Guarantor in writing.

If Buyer defaults under the terms of said account, Seller can proceed immediately against Guarantor or Buyer or both, or Seller can enforce against Guarantor or Buyer or both any rights that Seller has under the terms of said account or pursuant to applicable laws. Guarantor waives the right to require Seller to proceed first against Buyer or to pursue any remedy against buyer which Seller may have. Guarantor waives any defense by reason of any disability of Buyer, and waives any other defense based on the termination or limitation of Buyer's liability as a result of the law of bankruptcy or similar laws for the protection of debtors. Until all of Buyer's obligations to Seller have been performed in full, whether by Buyer or another, Guarantor has no right of subrogation against Buyer; Guarantor waives its right to enforce any remedies that Seller now has, or later may have, against Buyer until such time as Seller has received full performance of Buyer's obligations to Seller. Guarantor waives all presentments, demands for performance, notices of non performance, protests, notices of protest, notices of dishonor and notices of acceptance of this guarantee, and waives all notices of the existence, creation or incurring of new or additional obligations.

If Seller should assign, transfer or otherwise convey, voluntarily, involuntarily or by operation of law, all or any part of Seller's interests in said account, the term "Seller" as used herein shall mean Seller's successor in interest.

If Seller is required to enforce Guarantor's obligations herein by legal proceedings, Guarantor shall pay to Seller all costs thereby incurred, including without limitation Seller's reasonable attorneys' fees. Guarantor agrees that the obligations herein of Guarantor and the business account for which this guarantee is herein made are both obligations incurred in the State of California, and the venue for any legal action on this guarantee shall be in said State.

Guarantor's obligations herein shall be binding upon Guarantor's heirs, executors, administrators, representatives, trustees, trustors, beneficiaries, successors and assigns.

Signature

Date

Printed Name

Title

SS#

Home Phone

All Seas Wholesale, Inc.

Ph: 415-206-7327

Fax: 415-648-6113

Credit Card Charge Authorization

Please complete and return to All Seas Wholesale, Inc.

Business Name _____

Cardholder Name _____

(Name as it appears on credit card)

Billing Street Address _____

(Address where credit card statements are sent)

City _____ State _____

Zip/Postal Code _____ Country _____

VISA

MASTER CARD

AMERICAN EXPRESS

Expiration date (mm/yy) _____ - CVV Code _____

(3 digits on back)

Account number _____

Daytime telephone number _____

Evening telephone number _____

Fax telephone number _____

Email address _____

All purchases made, will be charged to your credit card account the same day of purchase. Should you wish to cancel the charge, you must notify All Seas Wholesale, Inc. in writing twenty-four hours (24) in advance, prior to your order. Orders charged after seven (7) days are subject to a 1% processing fee, orders charged after thirty (30) days are subject to a 3% fee, and orders charged after thirty-five (35) days are subject to a fee of 6%.

By signing below, you authorize all purchases made to be charged to your credit card. Should your credit card not be valid at time of charge, you will be responsible for the outstanding balance, on a C.O.D. basis.

I have read and agreed to the policy above, and hereby authorize All Seas Wholesale, Inc. to charge my account.

Authorizing Signature _____

Title _____

Today's Date _____