



<http://www.royalhawaiianseafood.com>
213 E Harris Ave, South San Francisco, CA 94080
T.415.824.1177 F.415.824.1187

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Thank you for your interest in doing business with Royal Hawaiian Seafood.

To help expedite the establishment of credit terms, please complete the enclosed Credit Application and Personal Guarantee with Bank and Trade References. Your prompt response is appreciated.

Please **mail or return the original** completed and signed Credit Application and Personal Guarantee paperwork along with the signed bank verification authorization letters.

If your firm is a corporation, we wish to draw your attention to our credit policy for corporations. We normally require that shareholders of 20% or more of the corporate stock personally guarantee the business account. We dispense with the personal guarantees for corporations with satisfactory financial statements. If you wish to be considered for waiver of personal guarantees, please submit a recent financial statement prepared by your accountant with the application.

Pending the establishment of credit terms for your business, all deliveries will be on a COD basis. Visa/MasterCard is accepted.

Please call should you have any questions regarding the completion of the application.

We look forward to servicing your seafood needs.

Royal Hawaiian Seafood

* Please ensure all credit application signatures are those of an owner. Mahalo!



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APPLICATION FOR BUSINESS ACCOUNT (INVOICES)

1. Business Name _____
2. Phone #/Fax # _____ 3. Federal Tax ID # _____
4. Street Address _____
5. Mailing Address _____
6. How long in Business? _____ 7. How long at this address? _____

8. Business Entity: Sole Proprietor General or Limited Partnership Corporation
A Sole Proprietor should complete Question 9 for the proprietor. If General or Limited partnership is checked, complete Question 9 for each partner. Corporations should complete Question 9 for the President, Chief Financial Office and each shareholder owning 20% or more of corporate stock. Personal guarantees from each such shareholder will be required for corporate accounts unless a corporate financial statement that is satisfactory to Royal Hawaiian Seafood is submitted with this application.

9. Name _____ Title _____
Home Address _____
Social Security# _____ Driver's License# _____ Home phone# _____

Name _____ Title _____
Home Address _____
Social Security# _____ Driver's License# _____ Home phone# _____

Name _____ Title _____
Home Address _____
Social Security# _____ Driver's License# _____ Home phone# _____

10. Business Bank References: Name of Bank _____
Address _____ Account/Loan # _____

Name of Bank _____
Address _____ Account/Loan # _____

11. Business References-please limit the references to current produce and meat suppliers:
Name _____ Phone _____
Address _____
Name _____ Phone _____
Address _____
Name _____ Phone _____
Address _____

12. Your estimated amount of weekly purchases from Royal Hawaiian Seafood: \$ _____

PLEASE SEE REVERSE FOR TERMS AND CONDITIONS OF CREDIT AND TO SIGN APPLICATION.



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The undersigned Applicant hereby applies for a business account with Royal Hawaiian Seafood, and if this application is approved, Applicant agrees to the following terms and conditions of this business account:

1. Applicant agrees to pay for all sales made by Royal Hawaiian Seafood to Applicant, and agrees that Royal Hawaiian Seafood shall be entitled to rely on any person who represents himself to be the agent, employee or representative of Applicant in connection with such sales or orders therefore unless Applicant shall have given prior written notice designating which specific persons are solely authorized to represent Applicant. Applicant acknowledges that any order made by Applicant shall be deemed for custom and perishable merchandise to be specially acquired by Royal Hawaiian Seafood for Applicant's order, and shall be paid for by Applicant if any cancellation attempt by Applicant should occur after Royal Hawaiian Seafood should have already acquired the merchandise for that order. All orders accepted by Royal Hawaiian Seafood are subject to availability of the merchandise, and Royal Hawaiian Seafood shall have no liability or obligation in the event of unavailability at commercially reasonable prices.

2. All sales are final upon Royal Hawaiian Seafood's delivery of the merchandise. Sales and delivery personnel of Royal Hawaiian Seafood 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 proprietor of Royal Hawaiian Seafood.

3. Each sale shall be due and payable in full after delivery of the merchandise for that sale and not later than the grace period set forth in the letter approving this application which will also set forth the credit line for the maximum amount permitted for all outstanding invoices at any one time. Royal Hawaiian Seafood will submit an invoice at the time of and for each sale delivery, and payment by Applicant shall be made from this invoice. In its discretion, Royal Hawaiian Seafood may send out periodic statements showing the status of Applicant's business account, but Applicant acknowledges that any statements are for courtesy purposes only and shall not in any form or fashion alter the due dates for payment based on the invoices. All invoices not paid when due shall bear interest at the maximum rate of interest an individual is permitted by law to charge from the date of the invoice through the date of payment. In the event Applicant's account should become delinquent, Royal Hawaiian Seafood reserves the right to cease without notice any further sales to Applicant or to make further sales on new terms and conditions of credit determined by Royal Hawaiian Seafood in its sole discretion.

4. Applicant agrees to pay for all collection costs and expenses, attorneys' fees and court costs incurred by Royal Hawaiian Seafood in the event collection of this account should be necessary, whether collection be by legal action or otherwise. Applicant agrees that this account shall be deemed an obligation incurred in the County of San Francisco, State of California, and that venue for any legal action on this account shall be in said County.

The undersigned Applicant hereby certifies that the above information is true and correct, authorizes Royal Hawaiian Seafood to verify same, and acknowledges that Royal Hawaiian Seafood will be relying on the above information in granting Applicant a business account.

APPLICANT

Dated _____

Signature
*(by owner if sole proprietor)(by general partner
if partnership)(by authorized officer if corporation)*

Print Name of Business Owner

Title



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PERSONAL GUARANTEE

The undersigned (hereinafter "Guarantor"), as a material inducement to and in consideration of Royal Hawaiian Seafood (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 this 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 nonperformance, 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 County of San Francisco, State of California, and that venue for any legal action on this guarantee shall be in said County.

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

Dated: _____

Signature

Print Name

Title

Name of Buyer (Name of Business/DBA) whose business account is herein guaranteed:

Re: Loan No. _____

Dear Sir or Madam:

This firm, the borrower under the above-referenced loan, is applying to Royal Hawaiian Seafood for a business account. You are authorized and directed to disclose to them any and all information regarding this loan, including but not limited to original and current balances and payment history. We understand that a representative of Royal Hawaiian Seafood will be in contact with you to obtain the information desired by them, and your cooperation will be greatly appreciated.

Very truly yours,

Dated: _____

Re: Account No. _____

Dear Sir or Madam:

This firm, the owner of the above-referenced account, is applying to Royal Hawaiian Seafood for a business account. You are authorized and directed to disclose to them any and all information regarding this account, including but not limited to high, low and average balances and history of insufficient fund checks written on this account. We understand that a representative of Royal Hawaiian Seafood will be in contact with you to obtain the information desired by them, and your cooperation will be greatly appreciated.

Very truly yours,

Dated: _____