

# Aloha Seafood

Pier 45, Shed D6, San Francisco, CA 94133  
TEL (415) 441-4484 FAX (415) 441-4494

## CUSTOMER ACCOUNT APPLICATION

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Customer Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ How long at this address?: \_\_\_\_\_

Billing Address (if different): \_\_\_\_\_

Accounting Contact: \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Authorized Purchaser: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Authorized Purchaser: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Check One: This business is a: (a) SOLE PROPRIETORSHIP \_\_\_\_ (b) PARTNERSHIP/LLC \_\_\_\_ (c) CORPORATION \_\_\_\_

If (a), complete the next section for the proprietor. If (b), complete the next section for each partner/member. If (c), complete the next section for the President, Chief Financial Officer, and each shareholder owning 20% or greater of the corporate stock. If (c), also submit a corporate financial statement with this application to Aloha Seafood.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_

**TRADE REFERENCES:** Please list three (3) current Meat, Poultry, Produce, or Dry Goods Suppliers.

### PLEASE DO NOT USE WINE/LIQUOR OR SEAFOOD SUPPLIERS

Name: \_\_\_\_\_ Category: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Name: \_\_\_\_\_ Category: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Name: \_\_\_\_\_ Category: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Estimated dollar volume of weekly seafood purchasing from Aloha Seafood: \_\_\_\_\_

Please see other side for terms and conditions, and to sign application.

The undersigned Applicant(s) hereby applies for an account with Aloha Seafood. On approval of this application, the Applicant agrees to the following terms and conditions of this account:

1. Applicant agrees to pay for all sales made by Aloha Seafood to Applicant. Aloha Seafood shall be entitled to rely on any person who represents himself/herself as an agent or representative of the Applicant with regards to such sales or orders, unless Applicant gives prior written notice designating which specific person(s) are authorized to represent the Applicant. Applicant acknowledges that any order placed by the Applicant is deemed custom merchandise and of perishable quality, and is to be acquired by Aloha Seafood especially for the Applicant's order. Therefore, if any cancellation attempt to some or all of the order by the Applicant occurs after Aloha Seafood has acquired the merchandise, then the Applicant may be deemed financially liable for the entirety of any such order. All orders accepted by Aloha Seafood are subject to availability of the merchandise, and Aloha Seafood shall have no obligation or liability in the event of unavailability, nor any obligation or liability in the event of commercially unreasonable prices.

2. All sales are final upon Aloha Seafood's delivery of the merchandise, and/or acknowledgement/signature of the Applicant upon receipt of the merchandise. Any discussion, correspondence, or resolution to adjust, modify, alter, compromise, or settle any sales dispute, payment terms, or terms and conditions of this contract shall be communicated solely through the Applicant (or agent of), and the Proprietor(s) (and only a Proprietor) of Aloha Seafood.

3. Each sale shall be due and payable in full upon delivery or receipt of the merchandise for said sale, and no later than the time period set forth in the terms of the approval of this application. The maximum permissible credit line for all outstanding invoices at any one time shall also be set forth in said terms. Aloha Seafood shall submit a sales invoice at the time of each delivery/receipt of merchandise, and Applicant shall pay from this invoice. Any periodic statements showing the status of the Applicant's business account sent out by Aloha Seafood to the Applicant are for courtesy purposes only, and do not in any way alter the due dates or terms of payments based on the invoices. Invoices not paid by their due date are subject to interest charges at the maximum rate an individual is permitted by law to charge, from the invoice date to the date of payment. If the Applicant's account becomes delinquent, or the information on this application changes, Aloha Seafood reserves the right to cease without notice any further sales to the Applicant, or to continue sales with revised terms and conditions of credit as determined by Aloha Seafood.

4. Should collection proceedings become necessary, Applicant agrees to pay for all collection costs, expenses, attorney's fees, and court costs incurred by Aloha Seafood. Applicant agrees that this account shall be deemed an obligation incurred in the County of San Francisco, State of California, and the venue for any legal action on this account shall be in said County.

The undersigned Applicant(s) certifies the above information is true and correct, and acknowledges and agrees to the above terms and conditions. The undersigned Applicant(s) acknowledges that Aloha Seafood will be relying on the information provided above, and authorizes Aloha Seafood to verify the same information as a process in granting the Applicant a business account.

Name (print): \_\_\_\_\_ Title: \_\_\_\_\_

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

Name (print): \_\_\_\_\_ Title: \_\_\_\_\_

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

**PERSONAL GUARANTEE:** *(If a corporation, you may disregard this section if a recent corporate financial statement is provided, and is satisfactory).*

I, the undersigned Guarantor, personally guarantee to Aloha Seafood, the payment in full of any and all indebtedness, obligations, and liabilities of any kind of nature including but not limited to principal, interest, late charges, attorney's fees, court costs, and other costs in the event that the hereinabove named Applicant fails to pay its indebtedness when due, and to perform within the terms and conditions set forth by Aloha Seafood in this account. If the Buyer defaults under the terms of this account, Aloha Seafood can enforce any rights it has under the terms of this account, and proceed immediately against the Buyer or Guarantor or both, pursuant to applicable laws. The Guarantor's obligations herein shall be binding upon Guarantor's heirs, executors, beneficiaries, and any other representatives and assignments of the Guarantor.

Name (print): \_\_\_\_\_ Title: \_\_\_\_\_

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