



# Puglisi Egg Farm

75 Easy Street Howell NJ 07731

Tel (732)938-2373 Fax 732-938-2232

Email: AP@Puglisiegg.com

## Credit Application and Personal Guarantee

Legal Business Name: \_\_\_\_\_ Trade Name/DBA: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Date Established: \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_

Type of Ownership:  Sole Proprietor  Partnership  Corporation  LLC

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Officer/Owner Name	Title	Home Address	Cell Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Type of Account:**  Wholesaler  Manufacturer  Retailer  Other:

The following individuals will be placing orders: \_\_\_\_\_

Do you require written purchase orders?  Yes  No

Accounts Payable Contact(s): \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

### Delivery Information

Operating Hours: \_\_\_\_\_ Earliest Delivery Time: \_\_\_\_\_ Latest Delivery Time: \_\_\_\_\_

"Ship To" Address: \_\_\_\_\_

Delivery Appointments Required?  Yes  No

Appointment Scheduling Instructions: \_\_\_\_\_

### Please provide 3 business-related credit references

Business Name	Contact Person	Phone Number	E-mail
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

### Bank Reference

Bank Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Account #: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**All sales to Customer are subject to the Terms and Conditions of Sale set forth below:**

The undersigned (the "Customer") hereby submits this application for the purpose of applying for credit from Seller. "Seller" means Three Puglisi Brothers, Inc. t/a Puglisi Egg Farms and/or any other entity, corporation, or limited liability company which is now or hereafter becomes affiliated or under common control with, or a parent or subsidiary of the foregoing listed selling company. The term seller in context therefore means one or more of Seller's companies that provide goods, services, credit or financial accommodations to the Customer from time to time.

The Customer affirms financial responsibility, ability, and willingness to pay invoices in accordance with the Terms and Conditions of Sale as set forth below. The above information is warranted to be true, complete, and correct. The Customer warrants and represents that his/her business is a valid business entity and that he/she is an authorized representative of the business with authority to enter into contractual agreements. The Customer hereby authorizes Seller to verify and obtain information about Him/her personally and about his/her business, including but not limited to: bank references, trade references, and/or commercial credit reports, as Seller deems appropriate in considering this application and, subsequently, for purposes of updates, renewals, or extensions of credit granted as a result of this application or in receiving or collecting the account. Seller will not disclose any private information obtained hereby unless it is required to do so by law to verify financial stability or in an action to collect unpaid debt. By signing below, the Customer acknowledges that he/she has read and understands and agrees to accept and abide by the Terms and Conditions of Sale set forth below.

In compliance with the Fair Credit Reporting Act (FCRA), this notice is to inform you that you are authorizing this organization to obtain an investigative consumer and/or business profile credit report. Please be advised that pursuant to section 606 of the FCRA, you have a right to request (1) the additional disclosures requested in such report as provided for under section 606(B) and (2) the written summary of your rights prepared pursuant to section 609(C). In addition to the authorization provided herein, you release from liability any persons involved in the credit investigation.

**Terms and Conditions of Sale**

In consideration of the extension of credit, Customer hereby agrees to the following terms and conditions:

1. Payment is due in accordance with the terms on the face of the invoice. A one and one-half percent (1.5%) per month service charge will be assessed on all amounts which remain past due more than thirty (30) days. No shipment will be made to Customer when there is an outstanding balance outside of the payment terms. Customer shall pay Seller a bank fee for all checks returned by the bank.
2. In the event that Seller should commence any action or actions, or otherwise seek to enforce these terms and conditions of sale against Customer and/or Guarantor, as applicable, Customer and/or Guarantor will be jointly and severally responsible for all collections costs, including but not limited to, attorney's fees of 33% of the outstanding balance, court costs, and other expenses incurred by Seller, whether or not suit is filed.
3. The perishable agricultural commodities listed on invoices are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, Act, 1930 (7 U.S.C. § 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.

4. To secure the full and timely payment by applicant to seller of all existing and hereafter arising amounts due to seller, applicant hereby grants seller a priority (purchase money) security interest and lien to all goods, inventory, equipment and fixtures sold to applicant by seller from time to time, and separate security interest in all other assets of applicant, including without limitation, all of applicant's now existing or hereafter arising or acquired accounts; (b) goods for sale, lease or other disposition which have given rise to accounts; and (c) goods, including without limitation, inventory, equipment, fixtures, and vehicles. Applicant hereby authorizes seller to file and perfect any and all statutory lien rights and any rights under indemnity or performance bonds at any time regardless of whether payment is due to seller under seller's payment terms with the applicant.
5. Applicant hereby authorizes seller to prepare and file any Uniform Commercial Code (UCC) financing statements, amendments to UCC financing statements, and any other filings or recordings in all jurisdictions where seller deems appropriate without applicant's signature and authorizes seller to describe the collateral in such financing statements in any manner as seller determines appropriate.
6. If any term or provision of these terms and conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these terms and conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

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

Authorized By: \_\_\_\_\_ Print Name and Title: \_\_\_\_\_

(Duly Authorized Representative)

### **Personal Guaranty**

The Customer in consideration of the agreement with Seller to extend credit to applicant, the receipt and sufficiency of which is hereby acknowledged, personally guarantees the full and prompt performance and compliance by applicant of all terms and conditions of this application and all terms and conditions of sale set forth below (which are fully incorporated herein), and further personally guarantees the full payment of all outstanding indebtedness of Customer to Seller and/or any other entity, corporation, or limited liability company which is now or hereafter becomes affiliated or under common control with, or a parent or subsidiary of Seller.

The Customer acknowledges and agrees that Seller may enforce this guaranty without first resorting to or exhausting other remedies provided herein or by applicable law. Guarantor waives diligence, demand for payment, extension of time for payment, notice of acceptance of this guaranty, notice of every kind, and consent's to any and all forbearances and extensions of the time for payment or performance extended by Seller to Customer hereunder and to any and all changes in the terms and conditions of sale to Customer. Guarantor agrees to pay all collection costs and attorneys' fees incurred by Seller in enforcing this guaranty. This shall be a continuing guaranty.

The Customer, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consents to and authorizes the use of a consumer credit report, by Seller, as specifically provided in the Customer's authorization above, from time to time as may be needed, in the credit evaluation process.

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

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

Social Security #: \_\_\_\_\_

Witness: \_\_\_\_\_

Name of Witness:

**Credit Card Authorization**

Seller requires full payment of all invoices in accordance with terms printed on the face of the invoice, unless amended terms are authorized in writing by Seller. Balances over 30 days from the invoice date are subject to late charges of 1.5% per month. Balances remaining over 60 days from the invoice date will be considered in default, and Customer will be liable for any and all collection costs, including but not limited to attorney's fees and court costs. A valid credit card is to be left on file and authorization given to bill overdue invoices to the credit card when payments are more than 30 days delinquent and payment agreement satisfactory to Seller has not been reached and confirmed in writing.

I (we), the undersigned, authorize Seller to bill the following credit card for payment of invoices more than 30 days old if payment agreement satisfactory to Seller has not been made.

Type of Card: \_\_\_\_\_ Name on Card: \_\_\_\_\_

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Sec. Code: \_\_\_\_\_

Authorized By: \_\_\_\_\_ Signature: \_\_\_\_\_

Proof of signature: photocopy of driver's license or passport required.