

THE Louisiana WAY-TASTY

2205 Texas Avenue - P. O. Box 3900 - Shreveport, LA 71133-3900 Phone (318) 222-0067; Fax 318-425-3836

ACCOUNT APPLICATION

DIRECTIONS: A confidential account application must be completed by anyone wishing to do business with Foodway and annually for established accounts. All fields must be completed or the application will be returned for additional information. We gladly accept credit information sheets, providing all information requested on our account application is included. Missing information must be added to the account application. If a credit information sheet is provided, page 2 of the account application will need to be signed.

| LEGAL COMPANY NAM | IE | | D.B.A |
|--------------------------------------|------|--------------------------------------|---------------------|
| PHYSICAL ADDRESS _ | | | |
| BILLING ADDRESS _ | | | |
| PHONE | FAX | | _ EMAIL |
| TAX I.D | | TAX EXEMPT: YES NO | IF YES, LIST NUMBER |
| OWNER/C.E.O | | PHONE | EMAIL |
| ADDRESS | | | |
| ACCTS PAYABLE | | PHONE | EMAIL |
| | | CREDIT/SUPPLIER REFE | RENCES |
| NAME | ADDR | ESS CITY | /STATE/ZIP EMAIL |
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PERSONAL GUARANTEE TO FOODWAY

The undersigned (Buyer) hereby certifies that all of the information on this Account Application is true and correct as of the date signed. Further, Buyer acknowledges that it has made said representations for the purpose of obtaining an account and/or credit from Foodway (Seller) and in return for the extension of credit Buyer, intending to be bound legally, agrees to Foodway's terms and conditions of Sale and the following points:

- A. For good and valuable consideration in the sale of merchandise to Foodway, the undersigned hereby unconditionally guarantee the payment of any indebtedness which may at any time and from time to time be owing to you by the said account, plus any and all costs of collection. We agree to be and remain jointly and separately responsible and you will not be required to make demand upon or take action or exhaust remedies against the Seller as a condition to the enforcement of this guarantee.
- B. In the event a change occurs in the information as presented on the application, Buyer shall immediately notify Seller in writing of such change(s).
- C. Foodway may require, at their discretion, periodic financial reports be provided for review, as a condition of establishing or continuing credit availability. Foodway will maintain this information in strict confidence for internal credit department use only.
- D. Foodway reserves the right to change credit terms and credit availability at any time without notice to you. All decisions about credit terms and credit availability are at the sole discretion of Foodway.
- E. Foodway's policy requires submission of claims within 30 days of invoice date. Seller agrees that all claims must be fully documented and presented to Foodway within 30 days of invoice date. Claims presented beyond this date cannot be accepted.
- F. You have provided bank and trade references to encourage Foodway to provide Account/Credit privileges. Foodway will contact banks and suppliers to obtain credit history. You authorize the release of this information to Foodway.
- G. This guarantee shall continue in force and effect until such time as the undersigned as individuals shall give written notice of revocation by Registered Mail to a point in time seven (7) days from the date of receipt of Registered Mail is signed by the seller. Such notice of revocation shall be ineffective as to any existing indebtedness or as to any transaction or commitment previously undertaken by Buyer in reliance upon such guarantee.
- H. By signing this form, Buyer agrees with the conditions as stated. Terms other than as set forth herein are expressly rejected unless agreed to in writing by Foodway. You also represent that the information you provide is true and correct.

THIS DOCUMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE BUYER AND SELLER AND WE ACKNOWLEDGE THAT NO PERSON HAS MADE ANY REPRESENTATION OR PROMISE TO US IN CONFLICT WITH THE ABOVE PROVISIONS.

NAME (PRINT)

TITLE_____

AUTHORIZED SIGNATURE_____

DATE