



SUSTAINABLE SEAFOOD, SUPERIOR SERVICE, FAMILY VALUES

1700 McHenry Avenue Suite 65B Modesto, CA 95350
Orders@ohanaseafood.net

CUSTOMER ACCOUNT APPLICATION

Customer Name: _____

Customer Address: _____

Customer Phone: _____ Fax: _____ How long at this address?: _____

Customer E-Mail: _____ Customer website: _____

Billing Address (if different): _____

Accounting Contact: _____ Phone: _____ Fax: _____

Accounting E-Mail: _____ Mobile: _____

Authorized Purchaser: _____ Title: _____ Mobile: _____

Authorized Purchaser: _____ Title: _____ Mobile: _____

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), please also submit a corporate financial statement with this application to Ohana Seafood.

Name: _____ Title: _____ Mobile: _____

Address: _____ E-Mail: _____

Name: _____ Title: _____ Mobile: _____

Address: _____ E-Mail: _____

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: _____

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

The undersigned Applicant(s) hereby applies for an account with Ohana 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 Ohana Seafood to Applicant. Ohana 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 Ohana Seafood especially for the Applicant's order. Therefore, if any cancellation attempt to some or all of the order by the Applicant occurs after Ohana Seafood has acquired the merchandise, then the Applicant may be deemed financially liable for the entirety of any such order. All orders accepted by Ohana Seafood are subject to availability of the merchandise, and Ohana 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 Ohana 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 Ohana 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. Ohana 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 Ohana 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, Ohana 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 OhanaSeafood.

4 Should collection proceedings become necessary, Applicant agrees to pay for all collection costs, expenses, attorney's fees, and court costs incurred by Ohana Seafood. Applicant agrees that this account shall be deemed an obligation incurred in the County of Stanislaus, 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 Ohana Seafood will be relying on the information provided above, and authorizes Ohana 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: *(Corporate owners may disregard this section if a satisfactory corporate financial statement is provided)*

I, the undersigned Guarantor, personally guarantee to Ohana 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 Ohana Seafood in this account. If the Buyer defaults under the terms of this account, Ohana 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: _____