

# A & J PRODUCE CORPORATION

A MEMBER OF THE NEW YORK TRADE ASSOCIATION INC.

140A NEW YORK CITY TERMINAL MARKET

BRONX, NEW YORK 10474

TELEPHONE:718-589-7877 EMAIL: PBOWEN@AJPRODUCE.COM FAX:718-589-5808

TODAY'S DATE: \_\_\_\_\_

## CUSTOMER INFORMATION

To ensure a long-term relationship, we ask that you fully complete this form. It must be signed and returned to the credit department along with a clear copy of the owner's driver's license and Market I.D. before your order can be considered. As the process takes about 7 working days, immediate purchase can be paid in full by COD until the process is complete and verified.

Name of Business: \_\_\_\_\_

DBA: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

E-Mail: \_\_\_\_\_

TYPE OF BUSINESS  CORPORATION  PARTNERSHIP  PROPRIETORSHIP  LLC

Principle or Owner's name (If more than one owner, please provide all names and info):

Name of Owner: \_\_\_\_\_ Social Security: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Cell No: \_\_\_\_\_

In Business Since: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

PACA License no: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

Resale permit No: \_\_\_\_\_

Business License No: \_\_\_\_\_

Bluebook No: \_\_\_\_\_

Accounts Payable: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Ext: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Buyer's Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Ext: \_\_\_\_\_ Fax: \_\_\_\_\_

**Bank Information**

Bank's Name: \_\_\_\_\_ Account No: \_\_\_\_\_

Address of Bank \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Account open since: \_\_\_\_\_ Average Balance: \_\_\_\_\_

Available Credit: \_\_\_\_\_ Number of NSF: \_\_\_\_\_

**Trade References (Please include Market References)**

1. Company Name: \_\_\_\_\_ Contact person: \_\_\_\_\_

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

Phone No: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Past Due Amount: \_\_\_\_\_ Terms: \_\_\_\_\_

Current Balance: \_\_\_\_\_ Credit Limit: \_\_\_\_\_

2. Company Name: \_\_\_\_\_ Contact person:

\_\_\_\_\_

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

Phone No: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Past Due Amount: \_\_\_\_\_ Terms: \_\_\_\_\_

Current Balance: \_\_\_\_\_ Credit Limit: \_\_\_\_\_

3. Company Name: \_\_\_\_\_ Contact person: \_\_\_\_\_

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

Phone No: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Past Due Amount: \_\_\_\_\_ Terms: \_\_\_\_\_

Current Balance: \_\_\_\_\_ Credit Limit: \_\_\_\_\_

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**Authorization for Credit Report**

The undersigned is executing this Authorization for credit report individually for the purpose of authorizing A&J Produce Corp. and The New York Produce Trade Association, inc. to obtain a consumer and /or commercial credit report from time to time on the undersigned and customer through credit and reporting agencies, banking or credit institutions or other sources in order to further evaluate the credit worthiness of such individual or their affiliated business entity in connection with the credit evaluation process and the extension of business credit to customer, The undersigned, as an individual, Hereby knowingly consents to the use of such credit report in connection with the fair credit reporting act as contained in 15 U.S.C. & 1681, et seq,, as amended from time to time.

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Print Name

Signature

Date

**Contract Agreement**

1. The Perishable agricultural commodities listed on each invoice are sold subject to the statutory trust authorized by section 5(C) of the perishable agricultural commodities act, 1930 (7U.S.C.499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food and other products derived from these commodities or any receivables or proceeds from the sale of these commodities until full payment is received.

2. claims and returns of merchandise must be made within 24 hours(interstate) or 72 hrs(out of state)from the date of purchase. A&J is not liable to pay the returned shipping fee and

other charges related to the claims or returns. It is customer's responsibility to make sure claims are made in writing either by fax or email to our accounting department or salesman. Upon approval, credits for returns or adjustments will be issued. If no credits are received it shows A&J has not received such notification and therefore no credits will be issued after the grace period.

3.A&J Produce in the exercise of its sole discretion, reserves the right to cancel or reject sales orders without penalty.

### **Personal Guarantee Agreement**

FOR VALUE RECEIVED and to induce A&J produce corp. (hereafter "Seller") to continue to provide credit from time to time \_\_\_\_\_ (hereafter "customer") the undersigned does hereby request seller to extend from time to time to customer such credit as Seller may deem proper, and the undersigned does hereby guarantee full and prompt payment to seller when due at all times hereafter of any and all indebtedness, liabilities and obligations of every nature and kind of customer to Seller, and every part thereof, whether now owing or due or which may hereafter from time to time be owing or due and without limit to the dollar amount due.

The undersigned also agrees to pay in addition thereto all costs, expenses and reasonable attorney's fees paid or incurred to collect said indebtedness, liabilities and obligations or in enforcing this guaranty.

This Guaranty shall not be impaired by any compromise, release, renewal or modification of any said indebtedness, liabilities and obligations. In order to hold the undersigned liable hereunder it shall not be necessary for seller to first resort for payment to customer. Diligence in collection, presentment for payment, demand, protest and notice of dishonor or default of non-payment, of the creation or existence of indebtedness, liabilities and obligations and of extension of credit and indulgence hereunder are hereby waived.

In case of death, dissolution, liquidation, insolvency or bankruptcy of the customer, all indebtedness, liabilities and obligations shall become immediately due.

This guaranty shall continue, absolute and unconditional and shall remain in full force until written notice of its discontinuance shall be received by seller by Registered Letter and until all indebtedness, liabilities and obligations created before receiving such notice shall be fully paid.

Death or dissolution of the undersigned shall not terminate this Guaranty until notice shall have been received by the Seller by Registered Latter and until all indebtedness, liabilities and obligations created before receiving such notice shall be paid in full.

Seller shall, without notice, sell, assign or transfer said indebtedness, liabilities and obligations or any party thereof and in that event assignee, transferee or holder of any part thereof shall have the right to enforce Guaranty.

The undersigned shall furnish to seller a personal financial statement listing and describing the nature and the location of all assets, as well as a list of all liabilities and claims against those assets. The undersigned shall provide Seller with a list of all Personal Guarantees the undersigned previously signed.

This Guaranty shall be construed according to the Laws of The State of New York and it is binding on the Undersigned and upon their Heirs, legal representatives, successors and assigns the Undersigned and shall inure to the benefit of the Seller, its Successors, legal representative and assigns.

By: \_\_\_\_\_

Guarantor

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

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STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ Day of \_\_\_\_\_, before me \_\_\_\_\_

To me known, who, being by me duly sworn, did acknowledge. Depose and say that he/she resides at \_\_\_\_\_, and executed the foregoing instrument; and that he/she signed.

Notary Seal

\_\_\_\_\_

NOTARY PUBLIC

MY                      COMMISSION                      EXPIRES

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