



**E & E Foods, Inc.**

900 Powell Ave. SW | Renton, WA 98057  
Tel: (206) 768-8979 Fax: (206) 768-8986

**CREDIT APPLICATION**

Company \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Address \_\_\_\_\_

Year Established \_\_\_\_\_ No. of Employees \_\_\_\_\_ Annual Sales \_\_\_\_\_

Type of Business:  Corporation  Individual/Sole Proprietor  Partnership  Other \_\_\_\_\_

**Names of Principals/ Officers**

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

**Accounts Payable**

AP Contact \_\_\_\_\_ AP Email \_\_\_\_\_

AP Phone \_\_\_\_\_ Delivery Preference:  Email  USPS  Other \_\_\_\_\_

**Bank References:** Bank Name \_\_\_\_\_ Account No. \_\_\_\_\_

Contact Name \_\_\_\_\_ Email \_\_\_\_\_ Fax \_\_\_\_\_

**Credit References from Seafood Industry**

1. Company Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Email \_\_\_\_\_ Fax \_\_\_\_\_

2. Company Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Email \_\_\_\_\_ Fax \_\_\_\_\_

3. Company Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Email \_\_\_\_\_ Fax \_\_\_\_\_

I certify that the above information is correct and hereby authorize you to conduct a credit investigation on our company.

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

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

To avoid delays in processing your application, please include a signed credit policy  
Please fax the completed forms to (206) 768-8986  
or email forms to shaylas@eefoods.com

## E&E FOODS, INC CREDIT POLICY

I/We hereby authorize E&E Foods, Inc. ("EEF") to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship. The undersigned hereby makes the Credit Application for credit to EEF, and in making this Application, the applicant agrees to be bound by all the terms and conditions contained in this application, any documents referenced by this application or any supplements to this application. With respect to any sales of goods or services by EEF to the applicant on credit, the applicant agrees that all amounts payable on or before the net due date as shown on each of EEF invoices will be paid by the said due date, and, if not paid on or before said due date, will then be deemed to be delinquent. Prepayment restrictions may be placed on any past due account. As a result of this application or otherwise, should a credit availability be granted by EEF to the applicant, all decisions with respect to the extension or continuation of credit shall be in the sole discretion of EEF, and the applicant shall be bound by all of the terms set forth in this application as well as payment terms on any invoice. EEF may terminate any credit availability at any time within its sole discretion.

In the event that this application is made by individuals, or a partnership or at any time the obligations referenced by this application are guaranteed by individuals, the Applicant and any guarantors acknowledge and agree that any credit to be extended by EEF to the Applicant will be business or trade debt, and any goods or services provided by EEF to the Applicant on credit shall not be for personal, family or household use. Signing this application certifies that all of the information contained in this application and any attachment or amendment is true, correct, and complete to the best of their information, knowledge and belief.

As a condition of the continued extension of credit by EEF, the Applicant agrees to timely provide annual financial statements upon request by EEF. The Applicant further agrees to provide EEF with an updated credit application on request as a condition for the continued extension of credit.

CREDIT TERMS: All invoices for fresh product are due in 14 days unless otherwise indicated. All invoices for frozen product are due in 30 days unless otherwise indicated. A service charge of one and one half percent (18% per annum) or the highest legal rate, whichever is greater, may be assessed on delinquent invoices. Should an invoice be partially paid, the payment must be accompanied by documents supporting the reason for the short payment. Acceptance of payment outside of stated credit terms shall not imply a waiver of the stated credit terms. A credit limit may be established by EEF; however, it may be temporarily exceeded from time to time. Should the credit limit be exceeded, such over limit does not imply that a higher credit limit has been granted.

In the event of Applicant's Default, EEF, may, at its option, without demand, notice of intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, or any other notice whatsoever, to Applicant, declare all obligations immediately due and payable.

Applicant also agrees to examine any product provided by EEF immediately upon receipt and shall advise EEF of any defective product within 10 days of receipt. Applicant agrees to examine immediately upon receipt, each of EEF invoices, and to advise EEF of any disputed items within 10 days of receipt together with a written statement specifying the reasons for such dispute. Failure to notify EEF of any dispute with respect of defective product or billing shall constitute a waiver of all such disputes.

CHOICE OF LAW AND VENUE: Purchases from EEF in US\$ and Canadian \$ are payable to 900 Powell Ave. SW, Renton, WA 98057 or at such other place as you may be instructed. It is further agreed that this agreement is entered into in the state of Washington and is governed by the laws of the state of Washington. Venue for any disputes arising from or relating to this agreement shall be in State or Federal Court in Seattle, Washington.

CHANGE OF OWNERSHIP: I/We understand that we must notify EEF in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established. EEF reserves the right to cancel its agreement to extend credit and to re-evaluate the credit worthiness of the company under its new name, ownership or structure. In the event of default, and if this account is turned over to an agency and/or attorney for collection, the undersigned agrees to pay all reasonable attorney fees, and/or costs of collection whether or not suit is filed.

APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY  
AND WILLINGNESS TO PAY IN ACCORDANCE WITH ABOVE TERMS:

Company Name:

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

**\*\*PERSONAL GUARANTEE\*\***

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by E&E Foods, Inc to \_\_\_\_\_ (customer), the undersigned Guarantors, and each of them (if more than one), hereby jointly and severally, absolutely and unconditionally guaranty payment, immediately when due, of any and all liabilities and indebtedness now owing or which may hereafter be owing or become due from the Customer to E&E Foods, Inc. including all interest, costs, charges and actual attorney fees. This shall be a continuing Guaranty.

\_\_\_\_\_  
Signature of Owner/Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner/Officer

\_\_\_\_\_  
Date