



Seattle Shrimp & Seafood

801 S. Fidalgo St. Suite 100 Seattle, WA 98108

P: 206-812-2822 F: 206-812-2840

CREDIT APPLICATION

Company _____ Phone _____

Address _____ Fax _____

City _____ State _____ Zip Code _____

Year Established _____ No of Employees _____ Annual Sales _____

Names of Principals/Officers

Name _____ Title _____

Name _____ Title _____

Type of Business

Corporation Individual/Sole Proprietor LLC Partnership

Other _____

Bank Reference Bank Name _____ Contact _____

Account No. _____ Phone _____ Fax _____

Credit References from Seafood Industry

1. Company Name _____ Contact _____

Address _____ Phone _____

City _____ State _____ Zip Code _____ Fax _____

2. Company Name _____ Contact _____

Address _____ Phone _____

City _____ State _____ Zip Code _____ Fax _____

3. Company Name _____ Contact _____

Address _____ Phone _____

City _____ State _____ Zip Code _____ Fax _____

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

Signature _____ Date _____

Printed _____ Title _____

Please fax the completed form to **(206)812-2840** and mail the original to
Seattle Shrimp & Seafood, Attn: Accounting 801 S. Fidalgo Street Suite 100 Seattle WA 98108

SEATTLE SHRIMP & SEAFOOD COMPANY CREDIT POLICY

I/We hereby authorize **SEATTLE SHRIMP & SEAFOOD COMPANY ("SSSC")** 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 SSSC, 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 SSSC to the applicant on credit, the applicant agrees that all amounts payable on or before the net due date as shown on each of SSSC 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 SSSC to the applicant, all decisions with respect to the extension or continuation of credit shall be in the sole discretion of SSSC, and the applicant shall be bound by all of the terms set forth in this application as well as payment terms on any invoice. SSSC 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 SSSC to the Applicant will be business or trade debt, and any goods or services provided by SSSC 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 SSSC, the Applicant agrees to timely provide annual financial statements upon request by SSSC. The Applicant further agrees to provide SSSC with an updated credit application on request as a condition for the continued extension of credit.

CREDIT TERMS: 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 SSSC; 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, SSSC, 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 SSSC immediately upon receipt and shall advise SSSC of any defective product within 10 days of receipt. Applicant agrees to examine immediately upon receipt, each of SSSC invoices, and to advise SSSC of any disputed items within 10 days of receipt together with a written statement specifying the reasons for such dispute. Failure to notify SSSC 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 SSSC in US\$ are payable to **P.O. 54287 Los Angeles, CA 90054-0287** and if in Canadian \$ to **801 South Fidalgo St Suite 100 Seattle, WA 98108** 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 SSSC 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. SSSC 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 Seattle Shrimp & Seafood Company 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 Seattle Shrimp & Seafood 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