



Fine Foods Purveyor and Distributor

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CREDIT ACCOUNT APPLICATION

Ace Endico Corporation

80 International Blvd.

Brewster, New York 10509

www.aceendico.com

For Office Use Only:

Sales Representative # _____

Customer # _____

Approved Terms _____



Complete and return by fax to:

845-940-1603

or by e-mail to:
credit@aceendico.com

CUSTOMER INFORMATION

Legal/Registered Name: _____

DBA / Trade Name: _____

Billing Address: _____ City: _____

County: _____ State: _____ Zip Code: _____

Shipping Address: _____ City: _____

County: _____ State: _____ Zip Code: _____

(if different from billing address) *if multiple, please attach complete list

Billing Contact Person: _____ Phone Number: _____

Business Phone Number: _____ Fax: _____

Billing E-mail Address: _____

Preferred Billing Method (check one): U.S. Mail E-mail

Federal Tax ID Number: _____ Liquor License Number: _____

Tax Exempt Number (if applicable): _____

Type of Business: _____ Years in Business: _____

(Ex.: Fine Dining, Fast Casual, Fast Food, Hotel, Institutional, etc.)

Type of Ownership: Corporation Partnership Sole Proprietorship

(check one) LLC Other: _____

*Applications will not be reviewed unless a state resale certificate or state sales tax exempt certificate are submitted.

BANK INFORMATION

Bank Name: _____

Routing Number: _____ Account Number: _____

Credit Card Number: _____ Exp. Date: _____ CVV: _____

Billing Address: _____

*Note that a copy of a voided check must be submitted with this application.

PRINCIPAL OWNERS

(submit all information for all additional principals/owners on a separate page)

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Telephone: _____

Telephone: _____

E-mail: _____

E-mail: _____

Driver's License State/Number: _____

Driver's License State/Number: _____

Ownership interest in other business(es)? Y/N

Ownership interest in other business(es)? Y/N

If yes, please list: _____

If yes, please list: _____

*Copy of a valid driver's license must be provided for each owner.

Anticipated Monthly Purchases: _____

Terms Requested: _____

Additional Comments: _____

Emergency Contact Email: _____

*In order to be approved for terms beyond COD, Guarantor information on page 7 must be filled and signed.

TRADE REFERENCES

(Current Food Industry Distributors)

Vendor: _____

Vendor: _____

Contact Name: _____

Contact Name: _____

Telephone: _____

Telephone: _____

E-mail: _____

E-mail: _____

FURTHER SHIPPING INFORMATION

Cross Streets: _____

Preferred Delivery Time (3 consecutive hours): Morning ____ to ____ Afternoon ____ to __

Days and Hours of Operation: _____

Delivery Type: Dock Street Level Upstairs Downstairs Elevator



Terms, Conditions, Customer Acknowledgements, and Security Agreement ("Terms")

Customer has submitted the attached Credit Account Application (the "Application") in support of its request to obtain goods and/or services from Ace Endico Corp. ("Ace Endico"). By submitting the Application, Customer agrees to be bound by these Terms, as they may be amended, modified, or supplemented from time to time. Nothing contained herein shall be construed to create any obligation or liability for Ace Endico, and Customer expressly acknowledges Ace Endico may terminate any account, agreement, or credit privilege extended to or entered into with Customer for any reason or no reason, with no prior notice.

Customer acknowledges that Ace Endico will rely on all information provided as a material inducement to extend credit to Customer, and certifies that all information it has provided and/or will provide to Ace Endico is true, complete, accurate, and not misleading. Customer authorizes Ace Endico to perform any investigation Ace Endico deems appropriate in its sole discretion to evaluate Customer's credit worthiness and agrees to promptly notify Ace Endico in writing of any material changes to Customer's financial conditions, ownership, or contact information (including address). Customer may not assign any rights, obligations, or benefits it has with relation to Ace Endico, or sell or transfer all or substantially all of its assets, without Ace Endico's prior written consent (any material change in ownership of Customer shall be deemed such an assignment). Customer acknowledges that Ace Endico may establish any credit limit for Customer and may increase, decrease, or terminate credit extended to Customer at any time, and in any amount, as Ace Endico may deem appropriate in its sole discretion, without prior notice.

Customer acknowledges that Ace Endico, in its sole discretion, may establish and/or modify payment terms for Customer without prior notice. Customer acknowledges that any such modification of payment terms shall not be deemed a modification of these Terms or any other terms binding upon Customer. Customer agrees that it will make payments pursuant to the terms established by Ace Endico on its invoices or otherwise. If Customer's credit relationship with Ace Endico is terminated, Customer shall purchase any special-order or proprietary items Ace Endico obtained or has held for Customer within three days.

If Customer does not pay or perform pursuant to any terms established by Ace Endico (a "Default"), all amounts owed, regardless of whether or not the same had become due as of date of Customer's Default, shall become immediately due and payable. Customer agrees that it shall pay to Ace Endico finance charges in the amount of 1.5% per month (or the highest non-usurious rate allowable in New York State, whichever is lower) on all amounts due, calculated from the date of Default. Customer agrees that Customer shall pay to Ace Endico all costs and attorneys' fees incurred by Ace Endico to collect sums due and owing from Customer to Ace Endico and/or to enforce these Terms or any other term(s) or agreement(s) between Ace Endico and Customer. Further, Customer agrees that it shall pay to Ace Endico a \$50 fee for each returned check, ACH, or other attempted payment dishonored for any reason. In the event any attempted payment is dishonored, Ace Endico will resubmit it for payment without notice to Customer. Customer agrees that it shall pay to Ace Endico a \$100 fee for any attempted payment that is dishonored again after resubmission for payment.

Customer acknowledges that Ace Endico shall not be responsible for any product nonconformity (price, quantity, quality, or otherwise), unless such non-conformity is noted on the original receipt for delivery at the time of delivery.

These Terms shall apply to all of Customer's transactions with Ace Endico and shall not be amended, modified, or supplemented except as agreed to in writing by Ace Endico. In the event the language of a purchase order or any other communication from Customer varies from these Terms, these Terms shall control.

If any portion, provision, or part of these Terms is held, determined, or adjudicated to be invalid, unenforceable, or void for any reason, each such portion, provision, or part shall be severed from the remainder hereof and shall not affect the validity or enforceability of any remaining portions, provisions, or parts.

Customer acknowledges that the issuance of credit or the sale of any goods or services to Customer by Ace Endico, shall be in Ace Endico's sole discretion (neither this submission, nor any assurance or signature by a Sales Agent for Ace Endico shall bind Ace Endico to issue credit) and shall be good and valuable consideration of the terms set forth herein, and that in the event Ace Endico issues such credit or so transacts with Customer, these Terms shall be binding on Customer and shall inure to the benefit of Ace Endico and its agents, successors, assigns, and subsidiaries.

Customer acknowledges that the laws of the State of New York shall govern Customer's relationship with Ace Endico and these Terms and agrees that any dispute among Customer and Ace Endico, and hereby irrevocably consents to the exclusive jurisdiction of any competent Court situated in the State of New York in connection with any action or proceeding arising out of or relating to the relationship between Customer and Ace Endico.

Unless stated otherwise in writing by Ace Endico, all notices shall be in writing by certified mail, return receipt requested, or by trackable overnight courier and delivered to Ace Endico at 80 International Blvd., Brewster, New York 10509 and to Customer at the billing address set forth in this application.



By executing these Terms, Customer and the individual signing on behalf of Customer certify that the individual signing on behalf of customer has the authority to so sign and to bind Customer, that all information provided by Customer is true and correct, and that Customer's request for the extension of credit is for business purposes only and is not intended for the extension of credit for personal, family, or household purposes.

In order to induce Ace Endico to extend credit to and/or enter into a business relationship with Customer, Customer desires to convey to Ace Endico a security interest in and to all of Customer's right, title, and interest in and to the following property (hereinafter referred to as the "Collateral"): All now owned and hereafter acquired accounts (including interests in goods, returned, reclaimed or repossessed goods, rights as an unpaid vendor), contract rights, chattel paper, investment property, intangibles (including tax/duty claims and refunds, registered and unregistered patents, trademarks, service marks, certificates, copyrights, trade names or applications therefor, trade secrets, goodwill, processes, drawings, blueprints, customer lists, licenses, whether as licensor or licensee, leasehold interests in equipment, real estate, fixtures), documents, instruments, letters of credit, bankers' acceptances or guarantees, cash on hand, deposits, securities, bank accounts, deposit accounts, credits, other property, agreements or property securing or relating to any of the foregoing items, all goods (including all inventory, wherever located and whatever kind), all equipment wherever located (including all machinery, furniture, fixtures, any and all additions, substitutions, replacements, spare parts, and accessions relating thereto (including Customer's rights to acquire any of the foregoing)), real property or personal property in or upon which Customer has or may hereafter have an interest, security interest, lien, or right of setoff, all present and future books and records relating to any of the above (including all computer programs, printed output, computer readable data in the possession or control of the Customer or a third party, and all products and proceeds of the foregoing, including all insurance proceeds and claims against third parties for loss or destruction of or damage to any of the foregoing. The security interest in the Collateral conveyed by Customer to Ace Endico above shall secure the prompt payment and performance of any and all liabilities, obligations, agreements, and undertakings of Customer to Ace Endico in any amount, whether now existing or hereafter arising (the "Obligations").

Customer acknowledges that if Ace Endico shall sell and/or deliver perishable agricultural commodities to Customer, the same shall be sold/delivered subject to the statutory trust authorized by the Perishable Agricultural Commodity Act of 1930 (7 U.S.C. 499e(c)). Any inventory or receivables/proceeds from the sale of such commodities/products shall be held by Customer in trust for Ace Endico until it receives full payment of the sums owing in connection with such transactions.

Applicant hereby authorizes Seller to prepare and file any Uniform Commercial Code ("UCC") financing statements, amendments to UCC financing statements and any other filings or recordings in all jurisdictions where Seller determines appropriate without Applicant's signature, and authorizes Seller to describe the collateral in such financing statements in any manner as Seller determines appropriate.

Customer hereby authorizes Ace Endico to make charges to the accounts provided in the Customer Information section of this application using whatever method Ace Endico deems appropriate in its sole discretion for the purpose of satisfying all debts owed by Customer to Ace Endico.

For the purposes of this agreement, facsimile or other electronically transmitted signatures shall have the same force and effect as originals.

Name of Business (Legal/Registered Name): _____

Authorized Signatory (Printed Name): _____ Title: _____

Authorized Signatory (Signature): _____ Date: _____

Continuing Personal Guaranty and Credit Report Authorization

In order to induce Ace Endico to extend credit to and/or enter into a business relationship with Customer, the undersigned principal(s) and/or owner(s) of Customer authorize Ace Endico to obtain a consumer credit report from time to time on the undersigned individual(s) through credit and consumer reporting agencies or other sources for the purpose of performing a creditworthiness evaluation relating to proposed extension of credit to Customer.

Guarantor hereby unconditionally guarantees the full and prompt payment and performance of any and all liabilities, obligations, agreements, and undertakings of Customer to Ace Endico in any amount, whether now existing or hereafter arising (the "Obligations") to Ace Endico. Guarantor will pay or perform his or her obligations under this Guaranty upon demand. This Guaranty is and is intended to be a continuing guaranty of payment (not collection) of the Obligations (irrespective of the aggregate amount thereof, and is independent of, in addition and without modification to, and does not impair or in any way affect, any other guaranty, indorsement, or other agreement in connection with the Obligations, or in connection with any other indebtedness or liability to Ace Endico or collateral held by the Ace Endico therefor or with respect thereto, whether or not furnished by Guarantor. Guarantor understands that Ace Endico can bring an action under this Guaranty without being required to exhaust other remedies or demand payment first from other parties.

Guarantor acknowledges the receipt of valuable consideration for this Guaranty and acknowledges that Ace Endico is relying on this Guaranty in making a financial accommodation to Customer.

This Guaranty is irrevocable, absolute, continuing, unconditional, and general without any limitation. This Guaranty is unlimited in amount.

Guarantor's obligations shall not be released, impaired or affected in any way including by any of the following, all of which Guarantor hereby waives (i) any bankruptcy, reorganization or insolvency under any law of Customer or that of any other party, or by any action of a trustee in any such proceeding; (ii) any new agreements or obligations of Customer or any other party with Ace Endico; (iii) any adjustment, compromise or release of any Obligations of Customer, by Ace Endico or any other party; (iv) the existence or nonexistence or order of any filings, exchanges, releases, impairment or sale of, or failure to perfect or continue the perfection of a security interest in any collateral for the Obligations, (v) any failure of Guarantor to receive notice of any intended disposition of such collateral; (vi) any fictitiousness, incorrectness, invalidity or unenforceability, for any reason, of any instrument or other agreement which may evidence any Obligation; (vii) any composition, extension, stay or other statutory relief granted to Customer including, without limitation, the expiration of the period of any statute of limitations with respect to any lawsuit or other legal proceeding against Customer or any person in any way related to the Obligations or a part thereof or any collateral therefor; (viii) any change in form of organization, name, membership or ownership of Customer or Guarantor; (ix) any setoff, defense or counterclaim of Customer with respect to the Obligations or otherwise arising, either directly or indirectly, in regard to the Obligations; or (x) any other circumstance that might otherwise constitute a legal or equitable defense to Guarantor's obligations under this Guaranty.

Guarantor waives acceptance, assent and all rights of notice or demand including without limitation (i) notice of acceptance of this Guaranty, of Customer's default or nonpayment of any Obligation, and of changes in Customer's financial condition; (ii) presentment, protest, notice of protest and demand for payment; (iii) notice that any Obligation has been incurred or of the reliance by Ace Endico upon this Guaranty; and (iv) any other notice, demand or condition to which Guarantor might otherwise be entitled prior to Ace Endico's reliance on or enforcement of this Guaranty. Guarantor further authorizes Ace Endico, without notice, demand or additional reservation of rights against Guarantor and without affecting Guarantor's obligations hereunder, from time to time to: release, replace, or modify the Obligations or to accept and hold collateral from any party for the payment of the any or all of the Obligations; to exchange, enforce or refrain from enforcing, or release any or all of such collateral; to dispose of any and all collateral securing the Obligations in any manner as Ace Endico, in its sole discretion, may deem appropriate; and to determine the manner, amount and time of application of payments and credits, if any, to be made on all or any part of the Obligations.

Guarantor shall not transfer, reinvest, or otherwise dispose of his or her assets in a manner or to an extent that would or might impair Guarantor's ability to perform his or her obligations under this Guaranty. This Guaranty shall inure to the benefit of Ace Endico and its successors and assigns, and shall be binding upon Guarantor and his or her legal representative, successors, and assigns. If any provision hereof is held invalid, the other provisions shall remain in effect.

If there is more than one Guarantor, each Guarantor jointly and severally guarantees the payment and performance in full of all Obligations and the term "Guarantor" means each as well as all of them and this Guaranty is a primary obligation. This Guaranty has been delivered to and accepted by Ace Endico and will be deemed to be made in the State of New York and shall be interpreted in accordance with the laws of the State of New York excluding its conflict of laws rules. Guarantor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the state of New York.



GUARANTOR HEREBY KNOWINGLY VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN LAW OR IN EQUITY IN CONNECTION WITH THIS GUARANTY OR THE TRANSACTIONS RELATED HERETO.

Guarantor acknowledges that he or she has read and understands all the provisions of this Guaranty and has been advised by counsel as necessary or appropriate.

Legal/Registered Name: _____

DBA/Trade Name: _____

GUARANTOR:

GUARANTOR:

Print Name: _____

Print Name: _____

Signature: _____

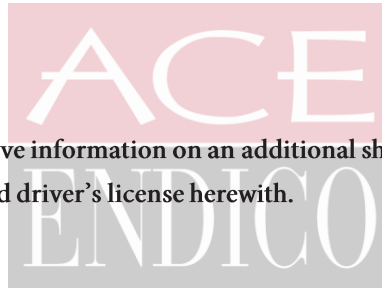
Signature: _____

Soc. Sec. #: _____

Soc. Sec. #: _____

Date: _____

Date: _____



*Additional Guarantors should submit the above information on an additional sheet.

*Each Guarantor must provide a copy of a valid driver's license herewith.

4825-3280-1235, v. 2

Complete and return by fax to 845-940-1515
or by e-mail to credit@aceendico.com