

# ACCOUNT APPLICATION

**ITALFOODS, INC.**

P.O. BOX 2563

SO. SAN FRANCISCO, CALIFORNIA 94083-2563

PH:(650) 877-0724 FAX:(650) 871-9437

Please Check  
New Account

☐

Update

☐

|                |  |
|----------------|--|
| Account #      |  |
| Sales Rep #    |  |
| Approved By:   |  |
| Terms:         |  |
| Shipping Limit |  |

Number of years in business: \_\_\_\_\_

## BUSINESS INFORMATION

|  |  |                |                   |                  |  |
|--|--|----------------|-------------------|------------------|--|
| Firm Name:   |  | Tel.: (      ) |                   | Fax: (      )    |  |
| Billing Address:   |  | City:          |                   | State:      Zip: |  |
| Shipping Address:  |  | City:          |                   | State:      Zip: |  |
| Type of Ownership: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship<br>(Please check one) |  |                |                   |                  |  |
| Liquor License(s) Held:  |  |                |                   |                  |  |
| Premises Owned: <input type="checkbox"/> Yes <input type="checkbox"/> No<br>(Please check one)   |  |                |                   |                  |  |
| Purchasing Email:  |  |                | Lessor's Address: |                  |  |
| Accounts Payable Email:  |  |                | Monthly payment:  |                  |  |

## PRINCIPAL OWNERS OR OFFICERS

|                      |  |                       |                          |      |
|----------------------|--|-----------------------|--------------------------|------|
| Full Name:           |  | % Owned:              | Home Telephone: (      ) |      |
| Home Address:        |  | City:                 | State:                   | Zip: |
| Social Security No.: |  | Driver's License No.: |                          |      |
| Full Name:           |  | % Owned:              | Home Telephone: (      ) |      |
| Home Address:        |  | City:                 | State:                   | Zip: |
| Social Security No.: |  | Driver's License No.: |                          |      |
| Full Name:           |  | % Owned:              | Home Telephone: (      ) |      |
| Home Address:        |  | City:                 | State:                   | Zip: |
| Social Security No.: |  | Driver's License No.: |                          |      |

## SUPPLIER PURCHASING FROM / ON CREDIT TERMS

|           |             |        |                 |
|-----------|-------------|--------|-----------------|
| Supplier: | City/State: | Phone: | Account Number: |
| Supplier: | City/State: | Phone: | Account Number: |
| Supplier: | City/State: | Phone: | Account Number: |
| Supplier: | City/State: | Phone: | Account Number: |

## BANK REFERENCE INFORMATION

|                       |  |                      |                  |
|-----------------------|--|----------------------|------------------|
| Main Bank:            |  | Branch:              |                  |
| Address:              |  | City:                | State:      Zip: |
| Checking Account No.: |  | Savings Account No.: |                  |
| Credit Line No.:      |  | Secured:             | Unsecured:       |
| Personal Bank:        |  | Branch:              |                  |
| Address:              |  | City:                | State:      Zip: |
| Checking Account No.: |  | Savings Account No.: |                  |

PLEASE SIGN BY THE X'S ON THE BACK



# TERMS OF THE SALE

## REPRESENTATION OF SOLVANCY RETURN CHECK POLICY & NOTICE OF CHANGES

The undersigned (Purchaser) agrees that all purchases made by Purchaser from ItalFoods, Inc. or any of its subsidiaries and affiliated entities (Seller) are subject to the following terms and conditions:

1. All amounts due for goods and services purchased from Seller are payable at the Seller's Accounting facility from which this contract is initiated. All obligations incurred hereunder are performable thereat. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full as stated herein.
2. All amounts due Seller are payable in 30 days, unless otherwise specified, from date of invoice of goods and services delivered. If any amount due Seller is not paid within 42 days, then the unpaid balance will be subject to 1% late charge in addition to the 1% charge mandated by Section 25509, Division 9, California Business Code.
3. In the event of any action by and between the parties to enforce the terms and conditions of this agreement of any and all rights by and among the parties, including payment of any obligation, the prevailing party therein shall be entitled to recover actual attorney fees, in addition to any other amounts.
4. Purchaser shall notify Seller by certified mail of any change of ownership or any information provided on this application. Purchaser warrants to Seller that all financial information on the reverse side of this application is true, correct and complete in all material respect, and Purchaser authorizes Seller to investigate all references furnished pertaining to the credit and all financial responsibility of Purchaser. In the event Purchaser fails to so notify in writing by certified mail Seller of any changes, Purchaser shall be liable for all credit extended prior to said written notification as though no changes in fact occurred, without prejudice of Purchaser rights to proceed, additionally, against any successors.
5. The Purchaser agrees to neither order or accept goods from Seller while Purchaser is insolvent within the meaning of Uniform Commercial Code section 1201(23). Every order placed, or delivery accepted, while the Purchaser is insolvent shall constitute a written misrepresentation of solvency to the Seller within the meaning of Uniform Commercial Code section 2702(2).
6. Purchaser expressly agrees that Seller shall not be responsible for any nonconformity as to quantity, quality or price unless noted on the original delivery receipt at the time of delivery or unless the goods are rejected in writing within five (5) days of delivery, by certified mail, return receipt requested, to Seller.
7. All returned checks will be assessed a \$25.00 returned item charge unless otherwise specified.

|                           |          |          |
|---------------------------|----------|----------|
| <b>X</b>                  | <b>X</b> | <b>X</b> |
| Principal Owner / Officer | Title    | Date     |
| Principal Owner / Officer | Title    | Date     |
| Principal Owner / Officer | Title    | Date     |
| Witness                   | Title    | Date     |

## INDIVIDUAL PERSONAL GUARANTY

**X** I, \_\_\_\_\_, in consideration of your extending credit at my request to \_\_\_\_\_ (the Purchaser, Corporate Officer or Owner), personally guarantee prompt payment of any obligation of the Purchaser to ItalFoods, Inc. and each of its subsidiaries and affiliated entities, whether now existing or hereinafter incurred, and I further agree to bind myself on demand any sum which is due by the Purchaser to Seller whenever the Purchaser fails to pay the same. It is understood that this guaranty shall be an absolute, continuing guaranty for such indebtedness of the Purchaser until revoked in writing by certified mail.

I expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default of nonpayment, notice of acceptance of this guaranty, notice of extending of any guaranteed indebtedness already or hereafter contracted for by the Purchaser hereby guaranteed, notice of any renewal or extension of such indebtedness, and I expressly consent to any modification or renewal of credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness. I further waive any right to require Seller to proceed against, or make any effort at collection of the guaranteed indebtedness from, the Purchaser of any other party liable for such indebtedness.

In the event of any action by and between the parties to enforce the terms and conditions of this agreement or any and all rights by and among the parties, including payment of any obligation, the prevailing party herein shall be entitled to recover actual attorney fees, in addition to any other amounts.

In the event more than one party executes this Guaranty as a guarantor, then each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness, and, in all instances herein the singular shall be constructed to include the plural.

**SUBROGATION.** Guarantor waives any claim, right or remedy which guarantor may now have or hereafter acquire against (Debtor) \_\_\_\_\_ or any person primarily or contingently liable for the guaranteed obligations or that arise from the existence or performance of Guarantor's obligations hereunder, including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification or participation in any claim, right or remedy of ItalFoods, Inc. against (Debtor) \_\_\_\_\_ or any collateral security ItalFoods, Inc. now has or hereafter acquires regardless of how such claim, remedy or right arises.

|                    |                     |      |
|--------------------|---------------------|------|
| <b>X</b>           | <b>X</b>            |      |
| Accepted Signature | Social Security No. | Date |
| <b>X</b>           | <b>X</b>            |      |
| Accepted Signature | Social Security No. | Date |
| <b>X</b>           | <b>X</b>            |      |
| Witness            | Social Security No. | Date |

REQUEST FOR TAX PAYER and/or BUSINESS IDENTIFICATION NUMBER  
&  
RESALE AND OR SELLERS PERMIT NUMBER

Address (number, street, apt or suite no)

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

|  |  |   |  |  |  |  |  |  |  |
|--|--|---|--|--|--|--|--|--|--|
|  |  | - |  |  |  |  |  |  |  |
|--|--|---|--|--|--|--|--|--|--|

\_\_\_\_\_

---

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



## California Resale Certificate

**I HEREBY CERTIFY:**

1. I hold valid seller's permit number: \_\_\_\_\_

2. I am engaged in the business of selling the following type of tangible personal property:

\_\_\_\_\_

3. This certificate is for the purchase from \_\_\_\_\_ of the item(s) I have  
listed in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

6. I have read and understand the following:

**For Your Information:** A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE



PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

TELEPHONE NUMBER

( )

DATE



## PRODUCT RETURN POLICY

Products determined to be spoiled, not fit for resale due to manufacturer's defects, or incorrectly shipped may be returned to Italfoods if the following conditions are met:

1. Italfoods must be notified within five (5) business days of the invoice date for any return request.
2. The product must not have been used, must be in its original packaging, and must be in "re-sellable" condition.
3. The product being returned must be authorized by Italfoods and a "Pick Up" slip completed. Drivers are not authorized to pick up any product without authorized paperwork from the office
4. Italfoods does not accept returns for the following items:

Opened cases

Opened bulk items

Goods marked with customer price tags

Pre-order Air Ship and fresh perishable cheeses

Special order items

**\*\* Product shipped outside of the San Francisco Bay Area by a Common Carrier must be inspected by the customer at the time of delivery with the driver present. If damage to product is determined, it must be noted on the Proof of Delivery at that time so that a claim can be made to the trucking company.**



P.O. BOX 2563, 205 SHAW ROAD  
SO. SAN FRANCISCO, CALIFORNIA 94083  
BUS: (650) 877-0724 FAX: (650) 871-9437

## **CREDIT AND DELIVERY PROCEDURES**

1. **New Customers/ Owners will be serviced on a COD basis until credit terms have been established.**
2. **COD customers must have a CHECK OR CASH available at the time of delivery or the order will not be left.**
3. **Customers on Invoice-to-Invoice terms must pay for the previous invoice at the time of their next delivery.**
4. **Customers with Past Due balances will be subject to having ORDERS HELD until the account is brought current.**
5. **Italfoods requires a \$300.00 minimum order for delivery. Orders must be placed the day before the scheduled delivery day by 4:00pm. Any late orders left on the "after hours" answering machine will be delivered the next scheduled delivery day.**
6. **Italfoods charges a \$25.00 Returned Check Fee for any checks NOT HONORED by your Bank.**
7. **The customer agrees to pay all Attorneys' fees and any other costs incurred by Collection Proceedings. Any further use of this account will constitute agreement to the conditions stated in this agreement.**

Thank you in advance for your cooperation.

**\*\*By adhering to these policies, we anticipate a long and mutually beneficial relationship.**

**ITALFOODS**  
**CREDIT CARD BILLING AUTHORIZATION**

|                  |  |
|------------------|--|
| Ital Account No: |  |
| Account Name     |  |
| Shipping Address |  |
| City, State, Zip |  |

| CHECK APPROPRIATE BOX |  |
|-----------------------|--|
| BILL WHEN DUE         |  |
| MONTHLY STATEMENT     |  |
| COD/PAYMENT ON DEMAND |  |

**PLEASE COMPLETE CARD HOLDER INFORMATION**

|                            |  |
|----------------------------|--|
| Business Name on Card      |  |
| Authorized User Name       |  |
| Cardholder Billing Address |  |
| Billing City/State/Zip     |  |
| Phone Number               |  |
| Email Address              |  |

|   | VISA | MASTERCARD | AMEX |
|---|------|------------|------|
| PLEASE ENTER THE<br>LAST 4 DIGITS OF<br>THE CARD NUMBER |      |            |      |

***Note: We will call you upon receipt to obtain the COMPLETE credit card number***

|  |  |
|--|--|
| Expiration Date:   |  |
| 3 Digit CVV Code:<br>(Visa or MasterCard) <i>Located on Back of Card</i> |  |
| 4 Digit CVV Code:<br>(American Express) <i>Located on Front of Card</i>  |  |

Cardholder's Signature: \_\_\_\_\_

By signing this authorization, you authorize Italfoods to bill the above credit card for the above account for your purchases. Italfoods will supply the customer with a copy of the credit card transaction. Italfoods will terminate billing to your credit card upon your written request. Please fax you authorization to 650-589-3535.





**2015**

**HOLIDAYS**

**ITALFOODS WILL BE CLOSED THE FOLLOWING DAYS**

|            |          |                        |
|------------|----------|------------------------|
| 02/16/2015 | Monday   | President's Day        |
| 05/26/2015 | Monday   | Memorial Day           |
| 07/06/2015 | Monday   | Independence Day       |
| 09/07/2015 | Monday   | Labor Day              |
| 11/26/2015 | Thursday | Thanksgiving Day       |
| 11/27/2015 | Friday   | Day after Thanksgiving |
| 12/25/2015 | Friday   | Christmas              |
| 01/01/2016 | Friday   | New Year's Day         |