



CREDIT APPLICATION

4305 Steve Reynolds Blvd. Norcross, GA 30093

Please send all completed applications to isales4@toltecafoods.com

Ph: 770-263-0490 / Fax: 770-263-9182

www.toltecafoods.com

Business Name: _____
Address: _____ City: _____ State: _____ ZIP: _____
Phone: _____ Fax: _____
Email: _____

Type of business:

Corporation Partnership Sole Proprietorship Limited Proprietorship Franchise of

Corporation Name: _____ Email: _____

If corporation or partnership, list officers and parties or partners:

1. _____ Title _____ Phone _____
2. _____ Title _____ Phone _____
3. _____ Title _____ Phone _____

Complete the following information for all Corporate Officers, Partners, General Partners, or an Individual Proprietor (add additional sheets if necessary):

Owner/Officer Name: _____
Address _____ City: _____ State: _____ ZIP: _____
Home Phone: _____ Work Phone: _____ SSN: _____
Drivers License # and State: _____ Email: _____

Credit References. Please list at least three (3):

1. _____ Phone _____
2. _____ Phone _____
3. _____ Phone _____

Tax Certificate Number: _____ Federal Tax ID Number: _____

UNLESS OTHERWISE APPROVED, ALL ORDERS ARE C.O.D.

The undersigned ("Purchaser") agrees that all purchases made by Purchaser from TOLTECA FOODS ("Seller") are subject to the following terms and conditions:

- 1. All amounts due for foods and services purchase from seller payable at Seller's Norcross office located at 4305 Steve Reynolds Blvd, Norcross, Georgia 30093. Purchaser acknowledges that such amounts are not payable in installments, but payable in full as stated herein.
2. All amounts due Seller are payable in accordance with the payment terms granted by Seller's Credit Department. If any amount due Seller is not paid in accordance with such payments terms, a delinquency charge shall be added to the sum due, which charge shall equal the amount obtained by multiplying the delinquent balance by the lesser of (a) one and one half percent (1 1/2 %) per month, or (b) the maximum lawful rate permitted to be charged under Georgia State law.

TERMS GRANTED: _____ APPROVED: _____

- 3. Purchaser shall pay Seller a service charge in an amount equal to \$35.00 for all checks returned by Purchaser's Bank; provided, that such service charges shall not be due and payable in the event such payment would result in the violation of the usury laws of the State of Georgia.
4. Seller retains ownership of any goods and services purchased from Seller until payment is made in full for those goods and services.
5. In the event the account is turned over to an attorney for collection, or suit is brought on same, or the same is collected through any judicial proceeding whatsoever, Purchaser shall pay all reasonable attorney's fees and court costs incurred by Seller.
6. Purchaser shall notify Seller, in writing, of any change of ownership of Purchaser. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct, and complete in all material respects, that Seller may rely on same, and Purchaser authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchasers.

Guaranty

The undersigned _____ ("Guarantor") having a financial interest in Applicant, and benefiting from the transactions contemplated by this Agreement, hereby personally guarantees the payment by Applicant to TOLTECA FOODS of all amounts due owning now and from the time hereafter. Guarantor expressly waives notice



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from TOLTECA FOODS of the acceptance and reliance on this personal guaranty; notice of sale made to applicant, and needs of default by Applicant. The obligations of the Guarantor hereunder shall not be affected, excused modified or impaired upon the happening, from time to time of any event. No set off, counter-claim or reduction of any obligation, or any defense of any kind of nature, which the guarantor has or may have against TOLTECA FOODS shall be available hereunder to the guarantor against TOLTECA FOODS. In the event of a default by Applicant on its obligation to TOLTECA FOODS, TOLTECA FOODS may proceed directly no enforce its rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with or exhausting any other remedies it may have. Guarantor agrees to pay all cost, expenses, and fees, including reasonable attorney's/agency's' fees, which may be incurred by TOLTECA FOODS in enforcing this personal guaranty or protecting its rights following and default on the part of guarantor. Guarantor express than an interest charge of two percent (2%) per month of the highest rate permitted by law whichever is less, shall be assessed on any amount due and owing to TOLTECA FOODS by Guarantor under this personal guaranty until collected. This personal guaranty shall be binding upon Guarantor, the Guarantor's heirs, successors, assigns, and representatives and survivors, and shall inure to the benefit of TOLTECA FOODS successors and assigns. This personal guaranty shall be governed by any interpreted with the law and decisions of the State of Georgia. If more than one guarantor, the obligations of the Undersigned shall be join and several.

GUARANTOR (s)

- 1. Printed Name: Social Security: Phone:
Signature: Address:
2. Printed Name: Social Security: Phone:
Signature: Address:

WITNESS

- 1. Printed Name: Social Security: Phone:
Signature: Address:
2. Printed Name: Social Security: Phone:
Signature: Address:

PERSON RESPONSIBLE FOR PAYMENTS:

ELECTRONIC PAYMENT AUTHORIZATION

I, authorize MONTEZUMAS REVENGE DBA TOLTECA FOODS to charge my banking account listed below, starting on for INVOICES PAST DUE.

This payment authorization is valid and will remain into effect unless I, notify MONTEZUMAS REVENGE DBA TOLTECA FOODS of its cancellation by sending written notice to contabilidad@toltecafoods.com or call 770-263-0490 or FAX 770-263-9182.

Customer's Name (as it appears in Bank Account):

- Bank Name
Bank Account Type:
Bank ABA Routing Number:
Bank Account Number:

Customer Name Customer Signature
Date

OFFICE USE ONLY

Table with 2 columns: SALES REP, COUNTY, COMMENTS and ROUTE, SALES TAX %