

CLASSIC FOODS

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CREDIT APPLICATION

revised 11-02

Applications will be considered only if completely filled out. Fill out both sides. No credit will be extended unless previous credit arrangements have been made.

Profile

company name _____
billing address _____
shipping address _____
phone _____
fax _____
e mail _____
billing contact _____
terms requested _____

Organization

legal status sole prop. _____ partnership _____ corporation _____ state of incorp. _____
federal tax i.d. # _____
when started _____
owner _____
owner's address _____
business type _____

Bank Info

bank name _____
address _____
phone _____ fax _____
account number _____

Credit References (please include fax numbers!)

name	_____	account #	_____
street address	_____	phone	_____
city, state, zip	_____ fax _____		
name	_____	account #	_____
street address	_____	phone	_____
city, state, zip	_____ fax _____		
name	_____	account #	_____
street address	_____	phone	_____
city, state, zip	_____ fax _____		

This application is subject to all terms and conditions on the reverse of this form. If credit is granted by Classic Foods, Ltd. each individual sale is also subject to all terms and conditions on the invoice for that sale. To the extent that there is a conflict between the terms stated on this Application and the Invoice, the terms of this Credit Application and Guarantee shall apply.

------(Classic Foods Office Use Only Below This Line)-----

Credit Authorized by: _____ Approved or Rejected (circle one)
Terms Approved: _____ Date

Agreement and Authorization

The Applicant and the Joint Applicant/User of Account, if any (hereinafter "Applicant") submit the information contained in this Application for the purpose of persuading Classic Foods, Ltd. (the "Company") to make periodic sales of goods to the Applicant on credit and upon specific terms set forth in the Company's invoices. The Applicant's signature below and/or the Applicant's acceptance of the invoiced merchandise individually or through its agents or employees, constitute an agreement by the Applicant to pay a service charge of 1-1/2% per month on all past due amounts, plus collection costs and all attorney's fees, if Applicant fails to pay or otherwise perform its obligations to the Company. Classic Foods, Ltd shall be entitled to all attorney's fees whether or not a lawsuit has been filed. If a lawsuit is filed, Classic Foods, Ltd shall be entitled to all attorney's fees incurred including those at trial, on appeal, and for collection of any judgment obtained. Any dispute, claim, or controversy between the Applicant and the Company arising from this account (if the account is eventually authorized by the Company) shall be governed in all respects by the laws of the State of Oregon. Applicant and the company agree that as to any dispute, claim, or controversy the parties agree that jurisdiction and venue shall be in the courts of the State of Oregon located in the County of Multnomah.

If any provision of this agreement is found to be unenforceable or invalid, it shall not affect the remaining provisions, and this Agreement shall be construed as if any such unenforceable or invalid provision were omitted.

The information in this Credit Application is confidential and is submitted for the purpose of verifying and answering questions as they relate to the credit experience of the Applicant. Applicant also specifically authorizes the Company to answer questions about its credit experience with the Applicant. Applicant certifies that the information provided in this Credit Application is true and correct to the best of applicant's knowledge. Applicant hereby authorizes the Company to contact any credit bureau and any credit reference listed on this Application to obtain formal or informal credit reports. I understand that the Company may retain this Application whether or not it is approved.

Applicant's Signature

Date

Additional Signature

Date

GUARANTEE OF PAYMENT

I/We, the undersigned, hereby guarantee to Classic Foods, Ltd the prompt payment of all amounts now due and owing or which may hereafter become due and owing to you from said Applicant. This guarantee is submitted according to Classic Foods, Ltd standards of creditworthiness and after a determination by Classic Foods, Ltd that the Applicant does not independently qualify under such standards. Liability of the undersigned shall not be affected or prejudiced by the additional acceptance of a note or other evidence of indebtedness, the extension of time, payment arrangements, or other indulgence granted to the Applicant, or by agreement affecting said indebtedness, and the undersigned hereby waives notice of all the aforesaid. The filing of suit or the exhaustion of collection or legal remedies against said Applicant shall not be a condition precedent to the enforcement of this guarantee and the undersigned hereby expressly waives demand, presentment for payment, protest, notice of protest, or diligence. This guarantee shall continue until Classic Foods, Ltd. has received a notice of termination executed by the undersigned. Should the undersigned elect to terminate this guarantee such not affect the liability of the undersigned as to accounts and amounts then owing from said Applicant. In the event that suit is instituted on this Guarantee the undersigned hereby agrees to pay all Court costs and such additional sum as the Court may deem reasonable as attorney's fees.

Any cash discount is forfeited if not paid by due date. A continuing service charge of 1-1/2% will be assessed monthly on any balance past due. The undersigned agrees to pay reasonable attorney's fees and expense incurred by Classic Foods, Ltd. in enforcing its rights of collection, before court action or arbitration, at trial or arbitration, at any appeals therefrom, and for any collection efforts thereafter, including attorney's fees and costs incurred in any Bankruptcy action filed by or against the undersigned.

Guarantor's Signature

Date _____