



Out Of The Blue Wholesale

Credit Application

Same as Bill To

Bill To:

Ship To:

Business Name

Trade Name

Address

City

State Zip

Phone

Email

Business Name

Trade Name

Address

City

State Zip

Phone

Email

Company Information

Business Structure

Proprietorship

Partnership

Corporation

Limited Liability

Building Facility

Owned

Leased

Equipment

Owned

Leased

Liquor Lic. #

Federal ID #

DUNS #

Time In Business

Seating Capacity

Management Information

Name of Accounts Payable Phone Email

Name Of Authorized Buyer Phone Email

Name Of Chef Phone Email

Corporate Officers & Partners

Name and Title Phone Email

Name and Title Phone Email

Name and Title Phone Email

Bank Information

Bank Name Checking Acct #

Address Bank Officer

City Phone

State Zip

Trade References

Company 1 Phone Email

Company 2 Phone Email

Company 3 Phone Email

Please Initial

Additional Terms on Back



Out Of The Blue Wholesale

Credit Application

Application Agreement

The undersigned represents that he/she is authorized to execute this application on behalf of the applicant and that all the information contained in this application is true. The undersigned authorizes OUT OF THE BLUE WHOLESALE to make credit inquires and obtain whatever credit information is deemed necessary to extend credit hereunder and authorizes any credit reference and any credit bureau or reporting service to release information to OUT OF THE BLUE WHOLESALE Upon approval of this application, OUT OF THE BLUE WHOLESALE in its sole discretion, and notwithstanding any request of applicant, shall have the right to determine applicant's credit privileges under this application at any time with or without prior notice to applicant, except as otherwise provided by law. The applicant understands that all purchases are subject to the following terms and conditions:

All invoices are due and payable upon delivery of the goods. Any and all invoices outstanding are subject to interest at the rate of 1.5% per month.

In the event of any dispute hereunder or for collection of any account, applicant hereby consents to jurisdiction and venue in the courts of New York, United States, and applicant hereby waives any and all rights to a jury trial in the event of litigation.

In the event that the account becomes delinquent, the applicant agrees to pay OUT OF THE BLUE WHOLESALE costs of collection, including without limitation, all pre-and post-judgment attorney's fees. It shall be deemed that reasonable attorney fees are calculated at the rate of thirty-three (33%) of the outstanding balance due on the account. Applicant also agrees to pay a fee of \$35.00 or 5% (whichever is greater) per occurrence for returned checks or ACH's that are dishonored for any reason.

All Goods delivered by OUT OF THE BLUE WHOLESALE, in reliance on this credit application, shall be deemed authorized by the purchaser thereof if delivered to the address on the first page of this application, or other addresses requested by client or any representative of client. The applicant waives any right or claim of improper delivery if the goods delivered are not rejected upon delivery. Any claim pertaining to goods that have been accepted must be submitted to OUT OF THE BLUE WHOLESALE in writing within 24 hours of delivery. For purpose of this agreement, use of electronic medium for signatures shall have the same force and effect as an original signature. This credit application shall be binding on applicant's successors and assignees, as well as any personal guarantors.

CONDITIONS OF SALE

A monthly charge of 1.3888% (18% per year) will be applied to all invoices over 30 days old. The purchaser agrees to pay all costs of collection including a reasonable attorney's fee in the event invoices are placed with an attorney for collection whether a suit is brought or not. Purchaser shall pay seller bank fee for all returned checks by bank. Purchaser herein consents to the entry of Confession of Judgment on failure to make payment within reasonable terms as defined by Out Of The Blue Wholesale. The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the perishable agricultural act. 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities. All inventories of food and other products delivered from commodities and any receivables or proceeds from the sale of these commodities until full payment is received. To secure the full and timely payment by Applicant to Seller of all existing and hereafter arising amounts due Seller, applicant hereby grants to Seller a priority (purchase money) security interest and lien in and to all goods, inventory, equipment and fixtures sold to Applicant to Seller from time to time, and separate security interest in all other assets of Applicant, including, without limitation, all of Applicant's now existing or owned hereafter arising or acquired accounts;(b) good for sale, lease or other disposition which have given rise to Accounts and have been returned to or repossessed or stopped in transit by Applicant; and (c) goods, including, without limitation, inventory, equipment, fixtures and vehicles. Applicant hereby authorizes Seller to file and perfect any and all statutory lien rights and any rights under indemnity or performance bonds at any time regardless of whether payment is due to Seller under Seller's payment terms with Application. 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.

Out Of The Blue
The Best The Oceans Have To Offer

Company Name

Printed Name

Title

Date

Authorized Agent's Signature

I, the undersigned, hereby declare and confirm that I am an authorized representative of the above business and have full authority to execute this credit application on behalf of the company. I acknowledge that all information provided herein is accurate and truthful to the best of my knowledge.

By signing below, I certify that I have read, understood, and agree to the terms and conditions set forth in this credit application.