

NEW CUSTOMER APPLICATION FOR CREDIT TERMS



Credit terms may be available for a customer (hereinafter referred to as "Applicant") who meets the criteria set forth by International Gold Star, Inc. (hereinafter referred to as "Gold Star"). If the Applicant meets Gold Star's criteria, which include but are not limited to keeping current on payments, providing acceptable credit information, and accepting responsibilities as indicated herein, Gold Star, in its sole discretion, may extend credit within reasonable limits.

** Please note: Gold Star's credit terms are available for convenience of payment only, not for the purpose of financing the Applicant's business. Therefore, Gold Star would appreciate the Applicant's prompt payments in order to avoid any problems, which may result in cancellation of the Applicant's credit terms.*

DATE: MM/DD/YYYY

NAME OF APPLICANT
(COMPANY NAME):

PHONE #

FAX #

STREET ADDRESS

CITY

STATE

ZIP

EMAIL ADDRESS 1

EMAIL ADDRESS 2

NATURE OF
BUSINESS:

DATE/YEAR
ESTABLISHED

NAME(S) OF APPLICANT'S PRINCIPAL(S) (OWNER(S) NAME(S)):

TYPE OF ENTITY :
Sole Proprietorship
Partnership
Corporation
Other (Please Specify)

FED TAX ID

TAX EXEMPT #

APPLICABLE STATE

BANK REFERENCE

BRANCH

BANK ADDRESS

CITY/STATE/ZIP

BANK ACCOUNT #

BANK Phone #

TRADE REFERENCES (two required) :

COMPANY
(Reference 1)

COMPANY
(Reference 2)

Phone #

Phone #

Fax #

Fax #

Street Address
City/State/Zip

Street Address
City/State/Zip

ACCEPTANCE OF RETURN POLICY AND CREDIT TERMS

Return Policy:

1. Goods shall not be considered accepted for return until Gold Star has received, inspected, and approved said goods at its place of business.
2. Returned goods must be goods invoiced by Gold Star and will be subject to inspection and return approval before credit can be issued.
3. No credit will be issued for any goods not inspected by the customer at the time of delivery or held by the customer for more than three business days after delivery.
4. All returned goods must be in a salable condition and represent goods that Gold Star either currently stocks or can return to its supplier(s) for credit. Gold Star reserves the right to reject non-conforming goods.
5. If goods are shipped via common carrier (non-Gold Star trucks) or air cargo, the customer shall be responsible for all freight costs and risk of loss in transit.
6. During warm months (May – September), Gold Star will not accept any returns of frozen goods, including but not limited to pelmeni, dumplings, puff pastries, and blintzes).

Credit Terms:

1. Credit terms extended by Gold Star are clearly stated on all invoices in the upper right hand corner.
2. Outstanding balances are subject to interest of 1.5% per month.
3. The undersigned authorizes and releases all banks, persons and companies listed on this application to furnish information and authorize credit checks.
4. The undersigned further agrees to pay all collection costs, court costs, and legal fees incurred by Gold Star in connection with collection of delinquent balances.
5. In any action for payment of any unpaid invoice amount: [a] an additional 25% thereof representing agreed, required attorney fees shall be immediately added thereto and due and owing; [b] personal service of any summons and complaint is waived and service thereof by both regular and certified mail return receipt requested to the last known address of the undersigned shall be sufficient.
6. This contract is deemed negotiated and made at Gold Star's place of business.

By signing below, Applicant hereby agrees to the Return Policy and Credit Terms listed above.

Name of Entity

Date

Signature: _____

Printed Name

Title

NOTARY PUBLIC

On this _____ day of _____, 201____, before me personally appeared _____ to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

NOTARY SIGNATURE : _____

Personal Guaranty of Payment

In consideration for extension of credit terms by Gold Star, the undersigned contracts and guarantees the faithful payment, when due, of all accounts of the Applicant seeking credit above for five (5) years from the date of this application. The undersigned guarantor expressly waives all notice of acceptance of the guarantee, notice of extension of credit, presentment of demand for payment and any notice of default by the Applicant seeking credit and all other notices the guarantor might be entitled to. Revocation of the guarantee shall be in writing and delivered by certified mail. In the event that the company seeking credit as per this application defaults in performance of any obligations incurred to International Gold Star, Inc., the undersigned will be personally responsible for and will immediately discharge said obligations.

Name:

Title

Date

Social Security Number: ____ - ____ - ____

Signature: _____

Driver's License #

Driver's License State

NOTARY PUBLIC

On this ____ day of _____, 201____, before me personally appeared _____ to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

NOTARY SIGNATURE : _____