CREDIT AGREEMENT

TERMS OF SALE ON CREDIT/CREDIT AGREEMENT/PERSONAL GUARANTEE

(PLEASE READ CAREFULLY BEFORE SIGNING)

The undersigned (“Purchaser”) agrees that all purchases made by Purchaser from V Marchese Inc, an Wisconsin corporation, dba, V Marchese Produce, hereinafter referred to as “Seller”, are subject to the following terms and conditions:

1. Purchaser agrees to pay all amounts due Seller in accordance with the terms of payment determined by Seller's Credit Department. Purchaser shall be notified by Seller of the terms of payment. If any amount due to Seller is not paid in accordance with such payment terms, all amounts due by Purchaser to Seller shall then be immediately due and payable, without notice, and interest shall be charged against the sum due at a rate of one and one-half percent (1.5%) per month, less payments and credits, until payment is made in full.
2. Purchaser shall pay Seller a service charge equal to $30.00 for each check returned by Purchaser's bank.
3. The Purchaser represents, warrants and affirms that the information given herein, and in all credit applications submitted to Seller, is true and correct for purposes of the granting of credit, and agrees to notify the Seller, in writing, of any changes in and/or additions to the information set forth herein, or set forth in any credit applications, or furnished herewith. Purchaser understands that Seller's decision to grant credit to Purchaser is based upon the information provided herein, and/or in any credit applications submitted by Purchaser, and that Seller has relied upon all such information. Purchaser acknowledges that Seller has relied upon the Purchaser's representations, warranties, and agreements, and the terms and conditions of this Agreement, in Seller's decision and agreement to sell goods, and extend credit, to Purchaser.
4. Purchaser understands and acknowledges that Seller is not obligated to extend the credit requested, and the account terms for purchases by Purchaser may be changed by Seller at any time in the sole discretion of the Seller. Purchaser agrees to abide by the terms herein stated for payment and agrees to pay all costs of collection, including but not limited to reasonable attorneys' fees and court costs should Purchaser fail to make any payments due to Seller.
5. Purchaser authorizes Seller to contact any of the banks or other financial institutions, businesses, and/or persons listed on the Credit Application as references, and any and all such references are hereby authorized to convey any information regarding Purchaser as requested by Seller.
6. Purchaser agrees to notify Seller in writing of any change of ownership of Purchaser.
7. Seller may close or suspend Purchaser's account, including the termination of credit, with respect to future purchases at any time without prior notice. Regardless of the cause or reason for the closing or the suspension of, or termination of credit in connection with, the Purchaser's account, the Purchaser shall remain responsible for the payment of all amounts owed to Seller according to the terms and conditions of this Agreement.
8. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to the conflict of laws provisions thereof. If any provision herein is found to be invalid or illegal, the other terms, conditions, and agreements in this agreement shall not be affected thereby, and the rest of this agreement shall continue in full force and effect.
9. The person signing on behalf of Purchaser represents and warrants that he/she is authorized to execute this Agreement on behalf of Purchaser.
10. Purchaser waives any presentment, demand, protest, and any other notice from Seller regarding this Agreement and/or amounts due hereunder.
11. All new customer purchases begin as COD.

IN WITNESS WHEREOF, the undersigned Purchaser has signed this Agreement on the_____day of _______, 20__.

_____________________________                                   ___________________
PRINT NAME OF PURCHASER                                                           NAME AND TITLE OF AUTHORIZED AGENT

_____________________________                                  ________________________________
BY: SIGNATURE OF AUTHORIZED AGENT                                       DATE
PERSONAL GUARANTEE

For value received from and as an inducement to V Marchese, Inc., an Wisconsin Corporation, dba V Marchese Produce hereinafter “seller”, to extend credit to ___________________________ (“Purchaser”) in which I/we, ________________________________ (hereinafter referred to collectively as “Guarantor”) have a personal interest, I/we do hereby guarantee absolutely and unconditionally, the full and prompt payment to Seller of all indebtedness which Purchaser has incurred or may incur for the purchase of merchandise, material or services of Seller, including without limitation all liabilities, obligations and amounts due by Purchaser pursuant to the foregoing Agreement (including without limitation, interest, costs of collection and reasonable attorneys' fees). Seller is not required to first seek collection from the Purchaser. The liability of the Guarantor shall not be affected by the amount of credit extended hereunder nor by any change in the form of Purchaser’s indebtedness by note or otherwise nor by any extension or renewal thereof. Notice of acceptance of this guarantee or extension of credit hereunder, of default in payment, of change in form or renewal or extension of any said indebtedness or of any other matter with respect hereto is expressly waived. Guarantor waives any presentment, demand, protest, and any other notice in connection with, or regarding, this Personal Guarantee.

I/we acknowledge that this guarantee is my/our personal obligation and that I/we am/are not acting as an agent on behalf of the Purchaser, notwithstanding any business affiliation or title identified below.

I/we acknowledge that I/we have read the above Agreement and I/we understand and agree to the terms of repayment.

THIS IS A PERSONAL GUARANTEE. GUARANTOR SHOULD NOT IDENTIFY ANY BUSINESS AFFILIATION OR TITLE BELOW.

________________________________________  __________________________
SIGNATURE OF GUARANTOR       DATE

________________________________________  __________________________________
ADDRESS                                                                 ADDRESS

________________________________________  __________________________________
CITY, STATE, ZIP CODE               CITY, STATE, ZIP CODE
Sales Representative:_________________________Date:_____/_____/_____

1. Legal Name:____________________________

2. Doing Business As (DBA):______________________________

3. Federal Tax ID:______________________________

4. Type of Business Entity:______________________________

5. Payment Option: Weekly Credit Card ( )    ACH ( )
   
   Our Credit Department Will Be In Contact If You Have Chosen To Pay By ACH or Credit Card.

6. Business Address:___________________________________
    City:___________________
    State:_______________
    Zip:___________

7. Home Address(s) (If Applicable):________________________
    City:____________________________
    State:_______________
    Zip:__________

8. Full Names of Owner Or Agent(s):______________________________
   i. 1.__________________________________
   ii. 2.__________________________________
   
   Email Address:_____________________________________________
9. Full Name(s) of Officer(s) and Titles:________________________________________
   i. 1.__________________________________________________
   ii. 2.__________________________________________________

10. Name(s) and Home/Cell Telephone Number(s) (If applicable):
    Name:________________________________________ Number:____(____)_______
    Name:________________________________________ Number:____(____)_______
    Business Website (If Any):________________________

11. Business Phone:____(____)__________

12. Business Fax (If Any) ______(____)_______

13. Number of Employees:__________

14. Number of Years ‘in this’ business:__________

15. List of References: Name(s), Address(s), Contact Name(s), and Number(s)
    1.________________________________________
       __________________________________________
       __________________________________________

    2.________________________________________
       __________________________________________
       __________________________________________

    3.________________________________________
       __________________________________________
       __________________________________________