

# New Customer Credit Application

Fax to **323-272-4427** or email [julian@quantumfoodsales.com](mailto:julian@quantumfoodsales.com)

## BUSINESS CONTACT INFORMATION

Customer Name:

Primary Contact Name:

Phone:

Fax:

E-mail:

AP Contact:

Phone:

E-mail:

Company address:

City:

State:

ZIP Code:

Date business commenced:

EIN#:

Sole proprietorship ( )

Partnership: ( )

Corporation: ( )

LLC: ( )

## BUSINESS AND CREDIT/BANK INFORMATION

Bank name:

Bank address:

Phone:

Fax:

City:

State:

ZIP Code:

Type of account

Account#(MOST BANKS WILL NOT AUTHORIZE WITHOUT ACCT# & SIGNATURE)

Checking:

Routing:

Others:

Payment  
Terms  
Requested:

\* PLEASE LET US KNOW CREDIT LINE REQUESTED \$: \_\_\_\_\_

## BUSINESS/TRADE REFERENCES

Company name:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

Company name:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

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## AGREEMENT

By submitting this application, you authorize Quantum Foods to make inquiries into the banking and business/trade references that you have supplied. Your signature is required by your bank for this inquiry.

Name (Printed)	Signature	Title	Date
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As a condition of being considered for the extension of credit on an open account by Quantum Foods, Inc., the Applicant named above promises and agrees as follows:

1. **Credit Information** – The Applicant represents and warrants that the credit information provided herein is true and correct on the date which this Agreement is signed.
2. **Reference** – The Applicant authorizes Quantum Foods, Inc to contact any or all of the references listed herein, and further authorizes each of the references to provide such information and/or documents requested by Quantum Foods, Inc from time to time.
3. **Payment** – The Applicant promises to pay their account balance now existing or hereafter incurred pursuant to the credit terms of Quantum Foods, Inc as they exist now and as they may be amended from time to time. The terms of Quantum Foods, Inc are currently Document against Payment or Letter of Credit at Sight. If however, this account is not paid as agreed, the Applicant agrees to pay, in addition to the principal amount due, interest at the lesser of the maximum rate permitted by law on contracts or 18%.
4. **Attorney's Fees and Costs** – In any litigation between Quantum Foods, Inc and Applicant relating to the Applicant's account, the losing party shall pay the prevailing party's reasonable attorney's fees and all costs and expenses expended or incurred by the prevailing party in connection with such action, and the amount thereof shall be included in any judgment entered.
5. **Applicable Law and Venue** – This Agreement shall be governed by and subject to the laws of the state of California. Any action between Quantum Foods, Inc and the Applicant regarding the Applicant's account shall be assigned in the appropriate court in Los Angeles County, California.
6. **Modification** – This Agreement may not be modified or amended except in writing.
7. **Personal Guarantees (Require if Applicant is a Corporation or Partnership)** – In order to induce Quantum Foods, Inc. to extend credit on an open account to the above named Applicant, the undersigned person, each of whom has an interest in the Applicant, agrees that:
  - a) They authorize Quantum Foods, Inc to obtain personal credit reports regarding them;
  - b) They each absolutely and unconditionally guarantee payment of all sums which the Applicant may become obligated to pay on account with Quantum Foods, Inc;
  - c) No modification, extension, or indulgence granted to the Applicant shall release them from or limit their personal liability hereunder;
  - d) In the event of a default by the Applicant in the payment of an account with Quantum Foods, inc at this option without prior notice, either may proceed directly against any or all of the undersigned, or may proceed simultaneously against the Applicant and any or all of the undersigned; and
  - e) The venue of any action by Quantum Foods, inc against the undersigned arising from the failure of the Applicant to pay an account shall be laid in Los Angeles County, California.