



Credit Application & Agreement

INSTRUCTIONS: This Credit Application and Agreement allows Samuels and Son Seafood Co. Inc. and its affiliates and related entities (Samuels) to extend you credit. All applicable spaces must be completed. A Personal Guarantee may be required. *Please note a \$75.00 fee will be applied for new Credit Applications.

For Office Use

SALESMAN _____

DATE _____

Amount of Credit Requested: _____

Terms/Time: _____

Dollar Amount: _____

BUSINESS INFORMATION - CORPORATION

Corporate Name: _____

DBA/Name of Business: _____

Business Address: _____

Length of Time at Business Address: _____

Business Phone Number: _____

Corporate Officers: President: _____

Vice President: _____

Secretary/Treasurer: _____

Federal Employee Identification #: _____

Date of Incorporation: _____ State of Incorporation: _____

State & Country of Fictitious Name Registration: _____

Billing Address if Different: _____

A/P Phone Number if Different: _____ A/P Email: _____

Would you like to receive Monthly Statements: _____ If yes, how would you prefer to receive them? Choose an item.

Liquor License #: _____

BUSINESS INFORMATION – INDIVIDUAL PARTNERSHIP

Trade Name: _____

Business Address: _____

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Telephone Number: _____

Length of Time in Business: _____

State & Country of Fictitious Name Registration: _____

Billing Address if Different: _____

A/P Phone Number if Different: _____

Length of Time at Present Business Address: _____

CREDIT INFORMATION – TRADE REFERENCES

Bank: _____ Branch Address: _____ Length of time doing Business w/this Bank _____
Branch Phone Number: _____ Account #: _____

TRADE REFERENCES:

| | <u>Name</u> | <u>Address</u> | <u>Phone Number</u> |
|----------|-------------|----------------|---------------------|
| Meat: | _____ | _____ | _____ |
| | _____ | _____ | _____ |
| Poultry: | _____ | _____ | _____ |
| | _____ | _____ | _____ |
| Produce: | _____ | _____ | _____ |
| | _____ | _____ | _____ |

CREDIT INFORMATION – Principals of Financial Responsibility (Officers, Partners, or Owners)

1. Name: Owner: _____ DOB: _____ SS#: _____
Spouse: _____ DOB: _____ SS#: _____
Own: ☐ Street Address: _____ Years at this Address: _____
Rent: ☐ Street Address: _____ Phone Number: _____
City, State, Zip: _____
Percentage of Ownership: _____

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2. Name: Owner: _____ DOB: _____ SS#: _____
Spouse: _____ DOB: _____ SS#: _____
Own: ☐ Street Address: _____ Years at this Address: _____
Rent: ☐ Street Address: _____ Phone Number: _____
City, State, Zip: _____
Percentage of Ownership: _____

Parties hereby agree that all purchases made are subject to the following terms and conditions:

1. The undersigned purchaser hereby agrees that all amounts due for goods and services purchased from Samuels are payable at 3400 S. Lawrence Street, Philadelphia, PA 19148.
2. The undersigned purchaser agrees that all amounts due Samuels are payable within agreed upon terms; but not to exceed 30 days unless authorized in writing. If any amount due Samuels is not paid within said period, a delinquency charge of 18% on an annual basis shall be added to sum due.
3. The undersigned agree to allow Samuels to obtain a consumer credit report for the sole purpose of credit scoring.
4. The undersigned purchaser agrees to pay, in the event becomes delinquent and is turned over to a collection agency/attorney for collections, fees equal to 33 1/3% of the balance whether or not suit is instituted, indemnifying company for all expenses incurred with the collection of the amounts payable to lender.
5. The undersigned agrees to notify Samuels by certified mail of any pending change of ownership of the Customer and further agrees to be liable for all purchases should the undersigned fail to comply with said notification. In the event that this guaranty is executed by more than one person, then, in such event the liabilities and obligations of the undersigned hereunder shall be joint and several and the relative words here in shall be read as if written in the plural.
6. The parties hereby acknowledge that the goods and/or services purchased from Samuels are not payable in installments, but are payable in full as stated herein.
7. I/We hereby authorize Samuels to contact the references listed pertaining to my/our credit and financial responsibility.
8. The Undersigned Purchaser hereby agrees and consents to the exclusive jurisdiction of the county of Philadelphia, Pennsylvania, relative to any claims arising out of or relative to this agreement. The undersigned hereby waives a trial by jury for any and all disputes.

Authorized Signature/Date:_____
Title:_____
Print Name:

This will authorize you to release to Samuels & Son information regarding my bank account # _____

TO:_____
BANK NAME



Samuels and Son Seafood Co. Inc.

UNIFORM SALES & USE TAX RESALE CERTIFICATE-MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales/use tax, subject to the instructions and notes on pages 2-6. The issuing Buyer and the recipient Seller have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time. This form was revised as of October 14, 2022.

Issued to Seller: SAMUELS SEAFOOD COMPANYAddress : 3400 S. LAWRENCE STREET, PHILADELPHIA PA 19148

I certify that:

Name of Firm (Buyer): _____

Address : _____

and is registered for sales/use tax with the below-listed states and cities within which Seller would deliver purchases to Buyer and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. Buyer is in the business of wholesaling, retailing, manufacturing, leasing (renting), or selling the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the Seller: _____

| State | State Registration, Seller's Permit, or ID Number of Purchaser | State | State Registration, Seller's Permit, or ID Number of Purchaser |
|-----------------------------------|--|--------------------|--|
| AK ^{ARSSTC} ¹ | | MO ¹⁹ | |
| AL ² | | NE | |
| AR | | NV ²⁰ | |
| AZ ³ | | NJ | |
| CA ⁴ | | NM ^{5,21} | |
| CO ^{5,6} | | NC ²² | |
| CT ⁷ | | ND | |
| FL ⁸ | | OH ²³ | |
| GA ⁹ | | OK ²⁴ | |
| HI ^{5,10} | | PA ²⁵ | |
| ID ¹¹ | | RI ²⁶ | |
| IL ^{5,12} | | SC | |
| IA | | SD ²⁷ | |
| KS ¹³ | | TN ²⁸ | |
| KY ¹⁴ | | TX ²⁹ | |
| ME ¹⁵ | | UT | |
| MD ¹⁶ | | VT ³⁰ | |
| MI ¹⁷ | | WA ³¹ | |
| MN ¹⁸ | | WI ³² | |

I further certify that if any property or service so purchased tax-free is used or consumed by Buyer so as to make it subject to sales/use tax, Buyer will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that Buyer may hereafter give to Seller, unless otherwise specified, and shall be valid until canceled by Buyer in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____
(Owner, Partner, or Corporate Officer, or other authorized signer of Buyer)

Title: _____

Date: _____

10.2020

**PERSONAL GUARANTEE**

FOR VALUE RECEIVED, and in order to induce Samuels & Son Seafood Co. Inc, and affiliates and related entities (Samuels) to forbear from the termination of credit and further induce Samuels to extend credit and sell upon terms of credit to *(enter name below)*

_____ a corporation hereinafter called "principal", food stuffs and provisions or in the future to be sold by Samuels to the principal on credit, the undersigned does agree to guarantee and by guarantor (if multiple guarantors, jointly, severally and in the alternative) and does hereby absolutely guarantee to you payment of any and all indebtedness incurred by the said principal as the result of credit transactions with you.

This is a continuing guarantee and until revoked in writing addressed to Samuels, at 3400 S. Lawrence Street, Philadelphia, PA 19148 by certified mail/return receipt requested, shall cover all future indebtedness of the aforesaid principal corporation, including indebtedness arising under successive transactions that shall either continue the indebtedness or from time to time renew it after it has been satisfied and shall include all service charges, interest, reasonable attorneys' fees and collateral charges in addition to principal charges.

The undersigned acknowledges that Samuels is at liberty to give the purchaser, at any time and from time to time such extensions of credit as Samuels may think proper and upon terms as Samuels may agree together with changes of terms from time to time as Samuels may agree until the undersigned notifies you in writing by certified mail/return receipt requested to cease providing changes in terms or extensions of credit under this guarantee. The issuance of such notice either of termination of the guarantee or that the guarantee shall continue in full force and effect subject only that there be no further changes in terms or extensions of credit shall be effective only upon receipt of such notice by Samuels and from and after the date of Samuels' receipt of such notice.

The guarantee shall continue as a guarantee of payment of similar credit extended to the successors or assigns of the Principal and shall inure to benefit of all such successors and assigns, whose credit line is guaranteed hereby, and to the heirs and successors of the undersigned and the heirs and successors of Samuels.

In the event Samuels, its successors or assigns, shall be obliged to enforce this guarantee by retention of a collection agency and/or an attorney, the undersigned does agree to pay attorney fees or 33 1/3% and all other reasonable expenses and costs incurred in the collection of the obligation as part of the obligation herein, whether or not suit is instituted. This Personal Guarantee shall incorporate the terms of the Credit Application & Agreement previously executed by Samuels on *(enter date)*_____.

It is agreed that Samuels need not take any action against the principals, any other guarantor or any person, firm, corporation or entity not resorting to any security held by Samuel's at any time before proceeding against any one of the undersigned. The liability of any one of the undersigned shall continue, notwithstanding the bankruptcy, insolvency, incapacity, death, disability of the Principal, any co-guarantor or the revocation hereof by any other guarantor of their guarantee if there be more than one guarantor.

The undersigned expressly waive(s) notice of payment, acceptance of this continuing guarantee, protest and notice of protest with respect to the indebtedness covered hereby as well as notice of any renewals, extensions or changes in terms of the credit relationship with the principal.

If more than one guarantor signs this agreement, the obligation of all guarantors hereunder shall be jointly and severally and all words used herein in the singular shall be deemed to have been used in the plural and those used in the plural shall be deemed used in the singular when the context and construction so require.

| | |
|--------------------------------|--------------------------------|
| Signature: | Signature |
| Print Name: | Print Name: (Seal) |
| SS#: | SS# |
| Residence Address: | Residence Address: |
| Residence Phone Number: | Residence Phone Number: |
| Spouse Signature: | Spouse Signature: |
| Print Name: | Print Name: (Seal) |
| SS#: | SS#: |
| Residence Address: | Residence Address: |
| Residence Phone #: | Residence Phone #: |