

Terms of service/use:

Applicant hereby certifies that the information furnished under the Application and Agreement and any other financial statements furnished in connection herewith, is true, correct, complete and that this information is being furnished to Sellers for the purpose of inducing Sellers to extend credit and/or provide goods/services to Applicant, and understands that Sellers intend to rely upon such information.

Applicant represents and warrants that it is solvent, generally able to pay its debts as such debts become due and has capital sufficient to carry on its business.

Applicant understands and agrees to be bound by the terms contained in this Application and Agreement and all invoices and other documents furnished by Sellers from time to time, all of which are incorporated herein by reference, and to promptly advise Sellers, in writing via certified mail, of any material change in the information provided herein, including, but not limited to, change of ownership, address or telephone.

Applicant understands that Sellers will retain this Application and Agreement whether or not it is approved. [Applicant's Principals hereby authorize Sellers to check from time to time Applicant's Business and Principal's personal credit history and trade, bank and personal references (whether or not listed in this Application) for customary credit information, a copy (xerox, carbon photograph, digital print, etc.) of this authorization and signature(s) of the undersigned, shall be deemed to be the equivalent of the original and can be used as such to confirm the information contained on this Application and Agreement, including, but not limited to, sending a copy hereof to the trade, bank and personal references, and to release information to other creditors regarding Applicant's credit experiences with Sellers.

The Applicant hereby authorizes their bank(s)/lender(s) to release information about the Applicant, including date account(s) opened, average checking balance, account history, open loan(s) balance(s), line(s) of credit, availability under line(s) of credit, payment history, covenants and their status, and any security interests, along with any other information that may assist Sellers in establishing an open account and credit line. Sellers agree that information obtained will be kept in the strictest of confidence.

THE UNDERSIGNED IS EXECUTING THIS APPLICATION IN HIS/HER CAPACITY AS AN OFFICER OF APPLICANT, AND INDIVIDUALLY FOR THE LIMITED PURPOSE OF AUTHORIZING SELLERS TO OBTAIN FROM TIME TO TIME A NON-BUSINESS CONSUMER CREDIT REPORT ON THE INDIVIDUAL UNDERSIGNED, IN ORDER TO FURTHER EVALUATE THE CREDITWORTHINESS OF SUCH INDIVIDUAL AS PRINCIPAL, PROPRIETOR AND/OR GUARANTOR IN CONNECTION WITH THE EXTENSION OF BUSINESS CREDIT. THE UNDERSIGNED, AS AN INDIVIDUAL, HEREBY KNOWINGLY CONSENTS TO THE USE OF SUCH CREDIT REPORT CONSISTENT WITH THE FEDERAL FAIR CREDIT REPORTING ACT AS CONTAINED IN 15 U.S.C 1681 St. seq. APPLICANT UNDERSTANDS THAT THE TERMS AND

CONDITIONS CONTAINED HEREINAFTER ARE MATERIAL HERETO AND SPECIFICALLY MADE A PART HEREOF

Part 2: Guarantor/Guaranty

For valuable consideration, in the event of default of any monies, liabilities, indebtedness, or obligations incurred by (name of restaurant/business), whether now existing or hereafter arising to A.C.A. Foodservice, the undersigned hereby personally guarantees, absolutely and unconditionally and irrevocably the payment upon demand to A.C.A. Foodservice.

The Guaranty shall be enforced by A.C.A. Foodservice without prior resort to any demands, possessory remedies or proceedings for collection of any nature against the debtor or any other person or entity. The liability of the undersigned to A.C.A. Foodservice shall not be affected by any extension, compromise, modification, release or discharge of any of the indebtedness, whether by operation of law or otherwise, or by any change in form of the indebtedness, or by any modification of the terms of sale made by the parties thereto, or by the release, substitution or addition of any other guarantor of the indebtedness. Notice of the acceptance of this Guaranty, and the indebtedness outstanding at any time are expressly waived.

Nothing in this Guaranty shall in any way diminish or alter the indebtedness or affect the rights of A.C.A. Foodservice against the debtor. The undersigned also agrees that if any case is filed under the bankruptcy code by or against debtor, the undersigned waives any claim he/she may have against debtor as a result of any claim against the undersigned by A.C.A. Foodservice under this guaranty. A.C.A. Foodservice shall be entitled to recover from the undersigned all costs incurred in connection with the enforcement of this Guaranty, including but not limited to attorney's fees of 33% of the outstanding claim.

Wherever possible, each provision of the Guaranty shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision hereof shall be prohibited by or be invalid under such law, such provision shall be ineffective to the extent of such prohibition of invalidity, without invalidating the remainder of such provision or the remaining provisions hereof. In the event this Guaranty is signed by more than one person or entity, each of the undersigned shall be jointly and severally liable under this Guaranty.

Part 3: Sales Tax law, according to NCDOR: Wholesale Sales and Exemption Certificates

A wholesale sale is a sale of tangible personal property, digital property, or a service for the purpose of resale. Wholesale sales include sales of digital property for reproduction or tangible personal property offered for resale. Wholesale sales do not include sales to users or consumers not for resale or, in the case of digital property, not for reproduction and sale of the reproduced property. Persons making wholesale sales exclusively are not required to file returns reflecting such sales, but persons making both wholesale sales and retail sales must file sales and use tax returns reflecting the amount of wholesale sales as well as all retail sales on which tax is due.

The purchase of tangible personal property, digital property, and certain services for resale by a purchaser who is engaged in the business of selling tangible personal property, certain digital property, and certain services at retail or wholesale and is properly registered with the Department for sales and use tax purposes or in a taxing jurisdiction outside this State is not subject to sales or use tax. The purchaser must furnish to vendors as their authority for not collecting the tax either (1) Form E-595E, Streamlined Sales and Use Tax Agreement Certificate of Exemption, or (2) other evidence which is adequate to support the conclusion that the purchaser is registered with the Department of Revenue or in a taxing jurisdiction outside this State for sales and use tax purposes and the property is being purchased for resale.

The certificates or any written evidence should be completed in duplicate, and a copy retained by both the retailer and the purchaser in their files. **IMPORTANT NOTICE:** Exemption certificates issued for the purpose of resale shall not be used to purchase tangible personal property, certain digital property, or certain services which are to be used or consumed by the purchaser. The penalty for misuse of an exemption certificate by a purchaser is \$250.00.