



IRP Meat & Seafood Co.
400 Emlen Way, Telford, PA 18969
(800) 564.3300 • (215) 721.0125
(Fax) 215-721-0134

Dated _____
[Must be Filled In]

CREDIT APPLICATION AND PAYMENT AGREEMENT

[PERSONAL GUARANTY ATTACHED AS EXHIBIT A IF APPLICABLE]

Customer Information.

IRP Meat & Seafood Co. ("IRP") Sales Representative: _____
Form of Business: () Sole Proprietorship () Corporation () LLC () Partnership (Check One)
Customer Business (Legal) Name: _____
Trade (DBA) Name (if applicable): _____
Address: _____
Do you () own or () rent premises?
Business Telephone: _____ Fax: _____ E-mail: _____
Number of Years in Business under Present Ownership: _____ Annual Sales _____
Parent/Affiliate Company(ies)/Contact Person (if any): _____
State Sales Tax License No: _____ Federal Tax I.D. No: _____

Sole Proprietorship/Personal Guarantor(s) ("PG(s)"/Attach Copy of Valid Driver's License.

Name: _____ Name: _____
Social Security No. _____ Social Security No. _____
DL No. _____ State _____ DL No. _____ State _____

Sole Proprietor/Principal/PG Names Title Home Address.

Home Phone: _____ **Cell:** _____ **E-mail:** _____

Accounting Information and Contacts.

Firm Name/Address: _____
Contact Name: _____ Phone: _____ E-mail: _____
E-mail address for Invoices and Statements (if requested): _____

Bank Information/References and Contacts.

Bank Name/Address: _____
Bank Contact/Name: _____ Phone: _____ E-mail: _____

Trade References/Contacts Account Nos. Phone/Fax Nos.

1. Meat: _____
2. Fish: _____
3. Produce: _____
4. Other: _____

Acknowledgement by Customer and Personal Guarantor(s) of Payment Terms, Authorization to Run Credit Report(s) and Payment Agreement.

I/We hereby represent and warrant that all of the foregoing information is true and correct. I/We authorize release of this form as permission to all listed references and contacts listed herein and IRP without limitation as authorization to each reference and contact listed herein to release and and all Customer and Personal Guarantor information to IRP for purposes of discussions and for any other reason pertaining to IRP issuing/extending credit to Customer under this Agreement and/or for any other reason. This form shall serve as your authorization to run business and/or personal credit reports (as may be applicable) to make decisions relative to issuing/extending credit to Customer for purposes of doing business with IRP. If requested by IRP, I/we agree to execute a separate business and/or personal credit report authorization together with any other documentation which IRP may reasonably request to make decisions relative to the issuance of credit and ensuring payment. I/We agree that, if credit is issued/extended to Customer, **all IRP Invoices will be paid by Customer in accordance with the following payment terms of IRP _____ (if agreed to by IRP and filled in on this form and initialed by the IRP Credit Manager) _____ (IRP Credit Manager Initials).** CUSTOMER AND PERSONAL GUARANTOR(S) (WHEN APPLICABLE) EACH AGREES TO TIMELY PAY ALL IRP INVOICES IN FULL WITH TIME BEING OF THE ESSENCE TOGETHER WITH LATE CHARGES IN AN AMOUNT TO BE SET BY IRP, 1.5% PER MONTH (18% ANNUALLY) AS INTEREST OR FINANCE CHARGES, ALL COLLECTION COSTS, INCLUDING, BUT NOT LIMITED TO, ACTUAL COLLECTION AGENCY AND ATTORNEY'S FEES, COURT COSTS AND ALL OTHER EXPENSES INCURRED BY IRP PURSUANT TO CUSTOMER AND/OR PERSONAL GUARANTOR DEFAULT(S) HEREUNDER AND/OR FOR ANY OTHER REASON.

Acknowledgement by Customer and Personal Guarantor(s) of Governing Law, Jurisdiction and Venue, Waiver of Trial by Jury.

This Credit Application and Payment Agreement shall be governed by the laws of Pennsylvania. Customer acknowledges and agrees that all disputes arising hereunder and under any and all related agreements shall be litigated in the state or federal courts located in Pennsylvania, including, without limitation, the Bucks County Court of Common Pleas and the United States District Court for the Eastern District of Pennsylvania. Customer waives any and all defenses based upon Forum Non Conveniens and admits that the Court of Common Pleas for Bucks County, Pennsylvania and the United States District Court for the Eastern District of Pennsylvania are convenient forums to litigate all disputes arising hereunder and under any and all related agreements. Customer hereby waives trial by jury. IRP may, notwithstanding anything herein or otherwise to the contrary and in its sole discretion, elect to file suit against Customer and/or enforce any Judgment obtained by IRP against Customer in any other state(s) in which there is jurisdiction over Customer in addition to Pennsylvania. **The undersigned Customer and Personal Guarantor(s) (if applicable) each hereby acknowledge and agree to all of the above as stated without exception and without limitation of any kind.**

Customer Signature: _____ Date: _____
Print Name: _____ Title: _____

Personal Guarantor Signature: _____ Date: _____
Print Name: _____ Title: _____
Personal Guarantor Signature: _____ Date: _____
Print Name: _____ Title: _____

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(Toll-Free) 800.564.3300 • (Local) 215.721.0125 • (Fax) 215-721-0134

CUSTOMER NAME: _____ **[MUST BE FILLED IN]**

PERSONAL GUARANTY

The undersigned Personal Guarantor(s) (jointly and severally if more than one person signing below), in consideration of IRP Meat & Seafood Co. ("IRP") issuing/extending credit to the above named Customer under that certain Credit Application and Payment Agreement executed by Customer and Personal Guarantor(s) (the "IRP Payment Agreement"), do/does hereby personally and unconditionally guarantee (i) payment by Customer to IRP hereunder of, without limitation, all IRP Invoices issued to Customer together with all other indebtedness and liabilities owed by Customer to IRP for all goods sold and delivered by IRP to Customer and for any reason and (ii) performance of any and all other obligations of Customer to IRP, which Customer at any time owes or is otherwise obligated for to IRP for any reason. This Personal Guaranty shall be a continuing, absolute, personal and unconditional guaranty of payment and performance and shall remain in full force and effect until expressly released by IRP in a formal written Release of Personal Guaranty executed by an authorized corporate officer of IRP and only effective upon payment in full of all open IRP Invoices and all other indebtedness and liabilities owed to IRP by Customer and performance by Customer of any and all other required obligations owed by Customer to IRP hereunder or otherwise in any respect. Such Release of Personal Guaranty shall otherwise be void and of no force or effect. This Personal Guaranty also extends to and includes, without limitation, any and all late payment and finance charges, interest due or to become due on unpaid IRP Invoices together with any and all other costs and expenses, including, but not limited to, any and all collection costs, actual collection agency and attorney's fees, court costs and other expenses incurred by IRP hereunder and/or under the IRP Payment Agreement pursuant to Customer and/or Personal Guarantor default(s) and/or for any other reason. This Personal Guaranty shall be governed by the laws of Pennsylvania. Personal Guarantor hereby acknowledges and agrees that all disputes arising hereunder and under any and all related agreements shall be litigated in the state or federal courts located in Pennsylvania, including, without limitation, the Bucks County Court of Common Pleas and the United States District Court for the Eastern District of Pennsylvania. Personal Guarantor waives any and all defenses based upon Forum Non Conveniens and admits that the Court of Common Pleas for Bucks County, Pennsylvania and the United States District Court for the Eastern District of Pennsylvania are convenient forums to litigate all disputes arising hereunder and under any and all related agreements. Personal Guarantor hereby waives trial by jury. IRP may, notwithstanding anything herein or otherwise to the contrary and in its sole discretion, elect to file suit against Personal Guarantor and/or enforce any Judgment obtained by IRP against Personal Guarantor in any other state(s) in which there is jurisdiction over Personal Guarantor in addition to Pennsylvania.

Personal Guarantor Signature: _____ Date: _____
Print Name _____

Personal Guarantor Signature: _____ Date: _____
Print Name _____

EXHIBIT A
TO IRP PAYMENT AGREEMENT DATED _____.