



3305 Bandini Blvd / P.O. Box 58366
 Vernon, CA. 90058
 Telephone: (323) 235-4343 Fax: (323) 235-8396
 Email: mikeg@naturesproduce.com

DATE: _____

SALESREP NAME: _____

CREDIT ACCEPTANCE APPLICATION & MASTER PURCHASE AGREEMENT

THE GUARANTEE ATTACHED HERETO IS AN INTEGRAL PART OF THIS AGREEMENT

COMPANY LEGAL NAME: _____ DBA: _____

STREET: _____ CITY: _____ STATE: _____ ZIP: _____

TEL#: _____ FAX#: _____ CONTACT PERSON: _____ EMAIL: _____

ACCOUNTS PAYABLE CONTACT: _____ EMAIL: _____ FAX #: _____

SHIP TO (If different from above)

STREET: _____ CITY: _____ STATE: _____ ZIP: _____

IF COMPANY IS A BRANCH AND/OR SUBSIDIARY, LIST NAME, ADDRESS, & PHONE OF PARENT COMPANY BELOW.

NAME: _____ ADDRESS: _____ PHONE# _____

Type of Business (Circle One): RESTAURANT DISTRIBUTOR/WHOLESALE OTHER: _____ #OF LOCATIONS: _____
 OWN LEASE/RENT LANDLORD'S NAME & PHONE#: _____ HOW LONG? _____

Suppliers: (Give only names of those you buy from on open account)

| NAME | STREET | CITY/STATE/ZIP | PHONE NO. | ACCOUNT NO. |
|----------|--------|----------------|-----------|-------------|
| 1. _____ | _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ | _____ |

Bank Reference:

| BANK/CONTACT | STREET | CITY/STATE/ZIP | PHONE NO. | ACCOUNT NO. |
|--------------|--------|----------------|-----------|-------------|
| _____ | _____ | _____ | _____ | _____ |

Form of Business: SOLE PROPRIETORSHIP PARTNERSHIP CORPORATION LLC

DATE BUSINESS STARTED/ASSUMED CONTROL: _____ FEDERAL ID NO.: _____

STATE OF INCORPORATION: _____

DATE INCORPORATED: _____

HAS CORPORATION BEEN REGISTERED WITH SECRETARY OF STATE? YES NO

STATE OF REGISTRY: _____ FILING DATE: _____

OWNER'S /OFFICERS AND/OR PRINCIPALS INFORMATION:

NAME&TITLE _____ EMAIL _____ SSN {Required} _____ HOME TEL# _____

HOME ADDRESS: _____ CDL#: _____

The persons, partnerships, limited liability companies or corporations whose name is set forth above ("Buyer") certifies to NATURE'S PRODUCE COMPANY that the foregoing information is true and correct and acknowledges that Buyer is supplying such information to Nature's Produce to induce Nature's Produce to accept Buyer's checks for purchases by Buyer of merchandise from Nature's Produce. In the event that there is a change in the ownership or change in form of ownership of Buyer, Buyer agrees to immediately notify Nature's Produce in writing of such change. In the event Buyer fails to notify Nature's Produce of any change in ownership, Buyer shall remain liable for all purchases made by any such new entity or entities, subsequent to the change in the ownership or change in form of ownership of Buyer.

Buyer agrees that all of the terms and conditions of this Master Purchase Agreement ("Agreement") and Nature's Produce's invoices shall apply to all purchases of merchandise by Buyer from Nature's Produce and shall prevail over any inconsistent or different provisions of any purchase order from Buyer.

Claims of any kind or nature must be made in writing within ten (10) days after receipt of the goods. Any claims not made in writing within the time limits above set forth are specifically barred. Buyer must make available for Inspection and examination by Nature's Produce all goods which Buyer claims to be defective. Nature's Produce may replace any goods claimed by Buyer to be defective within a reasonable time after Buyer makes them available for inspection and examination and such replacement shall constitute a satisfaction and discharge of all claims of Buyer relative to goods so replaced. Buyer's right to cancel goods by reason of defects shall at all times be limited to that portion of the goods actually defective.

I/We also agree that this Agreement was entered into, performed and executed In the City of Vernon, Vernon County, CA. I/We authorize Nature's Produce to run credit reports and/or confirm the information about my/our account to credit reporting agencies and others who request it. I/We further agree to the terms and conditions printed on the front end back of invoices. I/We further authorize my/our bank to release general information to if they so request. I further declare that I have the authority to apply for credit on behalf of the above named entity. That upon payment in full of any invoices this agreement will remain in effect and will apply to any and all purchases made thereafter.

This Agreement shall inure to the benefit of Nature's Produce, its successors and assigns. It shall bind the Buyer, his/her/their legal representatives and assigns. In the event it becomes necessary to incur collection costs or institute suit to collect any amount due under this Agreement or any portion thereof, Nature's Produce shall be entitled to recover its collection costs, charges and expenses including attorney's fees pursuant to this contract or CCP 1717.5 whichever is greater.

THIS DOCUMENT, WHEN ACCEPTED BY **NATURE'S PRODUCE**, SHALL BE A LEGALLY BINDING CONTRACT BETWEEN THE PARTIES.

COMPANY NAME: _____
AUTHORIZED SIGNATURE: _____
PRINT NAME: _____
TITLE: _____
DATE: _____

GUARANTEE:

To induce Nature's Produce to accept the foregoing Purchase Agreement ("Agreement") and to sell merchandise to Buyer identified therein, the undersigned ("Guarantor") hereby unconditionally, absolutely and irrevocably agrees to guarantee Buyer's full performance of its obligations there under, whether past, present and/or future.

GUARANTOR agrees that GUARANTOR's obligations under this Guarantee shall be joint and several with those of Buyer and that Nature's Produce shall not be obligated to first exercise any remedy it may have against Buyer before proceeding against GUARANTOR. This Guarantee is a continuing guarantee.

GUARANTOR(S) liability shall continue notwithstanding any incapacity, death or disability of any person or a change in ownership or change in form of ownership of Buyer. The failure by Nature's Produce to enforce a claim against the estate (either In administration, bankruptcy or other proceeding) of Buyer or any person shall not affect GUARANTOR's liability hereunder, nor shall GUARANTOR be released from liability if recovery from BUYER, any other GUARANTOR, or any other person, becomes barred by any statute of limitations or is otherwise prevented.

GUARANTOR (\$) waives and agrees not to assert or take advantage of the defense of the statute of limitations in any action hereunder, or for the collection of any credit hereby guaranteed. GUARANTOR(S) waives any defense he/she may have that Nature's Produce has waived any rights against Buyer, has relinquished any security, or has amended or modified the Agreement, all of which GUARANTOR(S) agrees Nature's Produce may do without GUARNATOR(S) consent or notice.

GUARANTOR (\$) acknowledges that he/she/they Is/are benefiting financially from the subject matter of. This Guarantee, and that he/she/they execute such Guarantee in the normal course of business.

This Guarantee shall inure to the benefit of Nature's Produce, Its successors and assigns and the assignees of any credit hereby guaranteed. It shall bind GUARANTOR(S), his/her/their legal representatives and assigns. If action is brought on the Guarantee, Nature's Produce shall be entitled to recover its actual attorney's fees and costs of suit pursuant to this contract or CCP 1717.5 whichever is greater. This Guarantee is entered into in the County of Los Angeles, State of California.

Guarantor (Print Name) PRINCIPAL OR OWNER ONLY Date

Signature

ORIGINAL MUST BE MAILED



STATE OF CALIFORNIA
BOARD OF EQUALIZATION

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California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____

2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from _____ of the item(s) I have listed in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE

PRINTED NAME OF PERSON SIGNING TITLE

ADDRESS OF PURCHASER

TELEPHONE NUMBER ()