PAUL W. MARKS CO., INC.
QUALITY MARKS SERVICE
CHEESE • BUTTER • EGGS • FINE FOODS
(617) 389-4120 (800) 462-0025
www.paulwmarks.com

Credit Application

PWM Sales Rep: _____ Today's Date: _____

D/B/A: _____ Corporate Name: _____

Ship to Address: _____ Bill to Address: _____

City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____

Purchasing Contact: _____ AP Contact: _____

Phone #: _____ Phone #: _____

Purchasing Email: _____ AP Email: _____

Initial Expected Weekly Sales Volume: _____

_____ LLC _____ Corporation _____ Partnership _____ Proprietorship

Officers'/Partner's Names and Residential Addresses Social Security Number or EIN #

_____ _____

_____ _____

_____ _____

Banking Reference

Bank Name: _____ Account #: _____

Address: _____ City: _____ State: _____ Zip: _____

_____ Phone #:_____

Bank Officer/Contact: _____

Trade References	City / State	Phone Number
Meats: _____	_____	_____
Dairy: _____	_____	_____
Grocery: _____	_____	_____
Other: _____	_____	_____
Other: _____	_____	_____

Please return your completed credit application to credit@paulwmarks.com or fax to (617) 389-1206

Signatures to this Agreement transmitted by facsimile or by e-mail transmittal of portable document format (PDF) files or similar electronic means shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original to this Agreement with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this instrument shall be bound by its own facsimile or e-mailed signature and shall accept the facsimile or e-mailed signature of the other party to this instrument. See M.G.L. c. 110G, the Massachusetts Uniform Electronics Transactions Act.

CONFIDENTIAL

We (the Debtor) hereby make application for credit to Paul W. Marks Co. Inc. If credit is granted, we agree to pay all bills within the stated terms of sale. We agree to pay a service charge for any checks returned from our bank for any reason. Additionally, we understand that a service charge may be assessed on any unpaid balance in an amount up to the maximum rate allowed by law. Should legal action be taken to secure payment for goods received, we will be liable for all expenses, including reasonable attorney's fees, costs, and expenses incurred by Paul W. Marks Company. We agree not to transfer or assign this agreement without the prior written consent of Paul W. Marks Co. Inc. We agree to give written notice to Paul W. Marks Co. Inc., ten (10) days prior to (a) the sale or transfer of a controlling interest by you, or (b) the sale or transfer of the assets of our business, which is outside of the ordinary course of business. Regardless, we shall remain fully liable for any unpaid merchandise received by the buyer or transferee of the business under this agreement and until this agreement is mutually modified.

This information is given in confidence for the sole purpose of establishing credit with the Paul W. Marks Co. Inc. Authorization is hereby given to make inquiry of all trade and financial sources which are deemed to be necessary by Paul W. Marks Co. Inc. to properly evaluate this application.

By: _____ Date: _____/_____/_____

Corporate Officer/Partner/Owner

Personal Guaranty

This Guaranty shall be enforceable by Paul W. Marks Co. Inc. without prior resort to any demands, possessory remedies or proceedings for collection of any nature against the Debtor or any other person or entity, or any property of the Debtor or any other person or entity. The liability of the undersigned 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 the 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, notices of demand, production or delivery of material, protest, nonpayment, nonperformance and notice of the amount of the indebtedness outstanding at any times are expressly waived. Nothing in this Guaranty shall in any way diminish or alter the indebtedness, or affect the rights of Paul W. Marks Co. Inc. 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 Paul W. Marks Co. Inc. under this Guaranty. In consideration that Paul W. Marks Co. Inc. is selling goods, wares, merchandise, and services and may provide credit and/or allow additional time for payment indebtedness, I, _____ Individually and personally and not as an officer of any corporation, or partner (limited or general) of any partnership, agree to be personally responsible for and pay all of the obligations of (*insert business name*) _____ for any and all goods, wares, merchandise and services delivered or rendered to said business and to pay for all legal costs incurred if any action has to be taken to collect said obligations.

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 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.

Dated this _____ day of _____, 20 ___

Signature of Guarantor/s: _____

Print name/s: _____

Signature of Co-owner/Guarantor, where applicable: _____

Witness: _____

Print name/s: _____

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