

Euro USA Account Application

Euro USA / Chicago

4430 S Tripp Ave

Chicago, IL 60632

Main 773-523-3876

CHI fax 773-376-3794

Euro USA / Corporate | Cleveland | Central

4481 Johnston Pkwy

Cleveland OH 44128

Main 216-714-0500

CLE acctng fax 216-663-3759

Euro USA / MidAtlantic, Virginia

44901 Falcon Place, Ste 104

Sterling, VA 20166

Main 703-430-5616

MidAtl fax 703-435-5272

Application Date:

Customer Trade Name:

Customer Official Name:

Corporation

LLC

Partnership

Proprietorship

Type of Business

Retail

Restaurant

Other

EURO USA Sales Rep Name

Delivery Address

City

(State)

(Zip)

Phone

Fax

Email - VERY IMPORTANT!

Billing Address

(if different than shipping)

City

(State)

(Zip)

Phone

Fax

Receiving Hours:

Officers:

Name & Title
Address
Phone Number

Name & Title
Address
Phone Number

Accounts Payable:

Name & Title
Address
Phone Number

Name & Title
Address
Phone Number

Customer and all officers agree that this application gives Euro-USA full authority to run all necessary credit checks with all credit agencies and docket checks at Euro-USA's expense.

TRADE REFERENCES

Customer Trade Name:

Customer Official Name:

<i>Name</i>
<i>Address</i>
<i>Phone</i>
<i>Fax</i>
<i>Contact Person</i>

<i>Name</i>
<i>Address</i>
<i>Phone</i>
<i>Fax</i>
<i>Contact Person</i>

<i>Name</i>
<i>Address</i>
<i>Phone</i>
<i>Fax</i>
<i>Contact Person</i>

<i>Name</i>
<i>Address</i>
<i>Phone</i>
<i>Fax</i>
<i>Contact Person</i>

BANK REFERENCES

<i>Name</i>
<i>Address</i>
<i>Phone</i>
<i>Contact Person</i>

<i>Name</i>
<i>Address</i>
<i>Phone</i>
<i>Contact Person</i>

Customer Trade Name:

Customer Official Name:

CREDIT AGREEMENT

The "Customer" listed on page 1 of the attached credit application and Euro-USA agree to the following terms for all product delivered and all credit extended as of the date on the page 1 of the application.

1. This agreement (this "Agreement") shall not be in operation or effect until executed by the properly authorized agent of Euro-USA. Customer agrees that Customer shall check all product at the time of delivery to make sure it conforms to all invoice and purchase order requirements, and that no returns or credits are permitted after delivery person has departed, unless specifically permitted by a duly authorized agent of Euro-USA in writing. Customer acknowledges and agrees that Euro-USA has not ratified and is not responsible for any manufacturer's warranties.

2. Unless otherwise specified in a written agreement signed by Euro-USA, all amounts dues set forth in the invoice shall be paid in full within 15 days after delivery.

3. Any amounts not paid in full as set forth herein shall carry an interest rate of 20% per annum, compounded monthly until paid in full.

4. All returned, NSF or stop-payment checks shall be assessed a \$40.00 processing fee, plus all fees assessed against Euro-USA by all financial entities. All returned, NSF or stop-payment checks shall be deemed to have been issued by Customer at the time of delivery of all product, and Customer agrees that Euro-USA does not have to issue any formal demand or do any other formal action in order to assert all civil and criminal legal rights and remedies against the Customer for returned, NSF or stop-payment checks . Further, in the event that any legal action must be brought by Euro-USA to enforce the terms of this Agreement, Customer agrees to pay (i) the total amount due, (ii) a flat attorney fee amount equal to 40% of the amount due, (iii) all filing fees, copy costs, delivery and mail costs, skip-trace and investigative costs and deposition costs associated with that legal action, and (iv) all interest as set forth above.

5. Customer agrees that this is a commercial contract, and that Customer has read and completely understands this Agreement and has voluntarily executed this Agreement. Customer has had, or has waived its right to have, Customer's own separate counsel review this Agreement, and agrees not to attempt to assert any consumer protection arguments, misunderstanding arguments, commercially reasonable arguments, mistake arguments, and/or direct or indirect duress arguments in any enforcement actions or litigation.

6. Customer agrees that Ohio law controls this Agreement and that any action involving a breach of this Agreement shall be brought in the Cuyahoga County Common Pleas Court, and each party hereto expressly agrees and consents to the jurisdiction of Ohio courts and the venue of Cuyahoga County.

7. This Agreement may not be amended except by a written instrument signed by all parties hereto.

9. This Agreement may be executed in multiple counterparts, each of which shall constitute an original. Each of the parties expressly acknowledges and agrees that a facsimile copy of any party's execution of this Agreement shall be binding upon said party as if executed in person.

10. Customer acknowledges and agrees that no provision of this Agreement shall be interpreted or construed against any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, structured or dictated such provision.

Euro USA

By: _____

Its: _____

(Customer Official Name)

By: _____

Its: _____

Customer Trade Name:

Customer Official Name:

INDIVIDUAL PERSONAL GUARANTY

FOR VALUE RECEIVED, and in consideration of, and as an inducement to, EURO-USA ("Vendor") to deliver product to and to issue credit to the "Customer" (listed below), the undersigned("Guarantor"), hereby guarantees to the Vendor, its successors and assigns, the full performance and observance of all the covenants, conditions and agreements therein provided to be performed and observed by the Customer, its successors and assigns, and expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no wise be terminated, affected or impaired by reason of the assertion by the Vendor against the Customer of any of the rights or remedies reserved to the Vendor, or by reason of notice of default, the waiver by the Vendor of, or the failure of the Vendor to enforce, any of the terms, covenants and conditions of any purchase order, credit agreement or invoice with the Customer, or the granting of any indulgence or extension of time to the Customer, all of which may be given or done without notice to Guarantor. . Guarantor further covenants and agrees that this Guaranty shall remain and continue in full force and effect as to any amendment, modification, renewal or extension of any such agreements, to all of which Guarantor hereby consents in advance. Guarantor shall be liable under this Guaranty notwithstanding the assignment of any such agreements or any other transfer, by operation of law or otherwise.

The liability of the Guarantor hereby shall in no way be affected by (a) the release or discharge of the Customer in any creditors' receivership, bankruptcy or other proceedings, (b) the impairment or modification of the liability of the Customer or the estate of the Customer in bankruptcy, or of any remedy for the enforcement of the Customer's contractual obligations to Vendor, resulting from the operation of any present or future provision of the Federal Bankruptcy Code or other statute or from the decision in any court, (c) the rejection or disaffirmance of any agreement in any such proceedings, (d) the assignment or transfer of any agreement by the Vendor, (e) any disability or other defense of the Customer, or (f) the cessation from any cause whatsoever of the liability of the Customer.

This instrument may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by the Guarantor and the Vendor.

Date: _____

By: _____

(sign name)

(print full name)

Customer: _____