

Ports Seafood, Inc.
The Fresh Fish Co.
APPLICATION FOR CREDIT

Date _____

Company Information

Business Name _____ Phone # _____

Street Address _____

City _____ State _____ Zip Code _____

Is this a: Sole Proprietorship _____ Partnership _____ Corporation _____ Other _____?

If incorporated: Give full corporate name _____

State of Incorporation _____ Year of Incorporation _____

Names and Addresses of All Owners or Corporate Officers

Name _____ Title _____

Street Address _____ City _____ State _____ Zip _____

Social Security # _____ Home Phone _____

Name _____ Title _____

Street Address _____ City _____ State _____ Zip _____

Social Security # _____ Home Phone _____

Bank Information

Name of Bank _____ Branch _____

Address _____ City _____ State _____ Zip _____

Account # _____ Contact _____

Business References (Please give 3 - other than liquor companies)

Name _____ Phone # _____ Fax # _____

Address _____ City _____ State _____ Zip _____

Name _____ Phone # _____ Fax # _____

Address _____ City _____ State _____ Zip _____

Name _____ Phone # _____ Fax # _____

Address _____ City _____ State _____ Zip _____

Estimated Monthly Purchases _____ Credit Line Requested _____

How often and when does your company issue checks? _____

1440 BANCROFT AVENUE SAN FRANCISCO CA 94124-3603
PHONE (415) 593-8080 FAX (415) 593-9393

I/we hereby verify that the above information is true and correct and grant permission for any person to furnish to you any and all information which may be requested from time to time for your business purposes. I/we also agree to pay for any and all deliveries under and pursuant to our accounts, whether ordered by us or any person representing himself, herself, or itself to be our agent, employee or representative. I/we agree to give to you thirty (30) days written notice of and prior to the change of any ownership to a representative of the Credit Department only. All past due accounts accrue interest at one and one-half (1 1/2%) percent per month on the declining unpaid balance, or the legal rate of interest, whichever is less. The accrual or payment of interest does not authorize us to defer payment of any indebtedness beyond the credit terms stated herein or defer payment of any past due bill. In the event of delinquency of any account, I/we agree to pay for all collection costs, attorneys' fees and court costs incurred in the collection of said account, regardless of whether judicial action is taken or otherwise. Sales personnel are not authorized to negotiate, alter, amend or change any credit terms, terms for payment for any past due debt or the like. All notices shall be directed to the credit department, return receipt requested, addressed to the credit manager.

Any claims for damages, defective or deficient goods, including any of the same which are improperly weighed, marked, or otherwise inedible, must be communicated to The Fresh Fish Co. within twenty-four (24) hours from and after delivery thereof, by notifying the credit manager thereof in writing of the nature of the defect, number and date of the invoice thereof, and moreover, that the subject goods must be preserved for the purposes of pick-up and recovery thereon. Liability of The Fresh Fish Co. is limited to replacement thereunder of similar or equal goods, if available. The Fresh Fish Co. expressly disclaims any and all warranties, whether expressed or implied, or a fitness for a particular purpose thereon, of any goods thereunder, and moreover, disclaims any and all liability for consequential or incidental damages thereunder, and any and all liability, if any, shall be solely and strictly limited to replacement of similar or equal goods herein.

Name of Company _____

Signature _____ Title _____

Print Name _____

Personal Guarantee

To induce you to extend credit to my company, I/we personally guarantee payment of all obligations owed by my company to you on a continuing basis. This guarantee is only revocable by the forwarding to your credit manager and receipt thereof of written revocation. You have our permission to alter or amend the underlying indebtedness owed to you by our company, you may extend, additional terms, additional credit to our company, you may release or substitute collateral, or you may take any other act which could possibly diminish the rights which you have against our company, without affecting or altering our obligation under this guarantee to you. In the event of any legal action to enforce the terms of this guarantee, I/we shall not only pay you any and all outstanding indebtedness of whatever type or nature, but furthermore, all accrued and accruing costs, interest and costs of collection, including reasonable attorneys' fees.

Signature _____ Print name _____

Address _____

Social Security # _____

PLEASE mail hard copy to: 1440 Bancroft Avenue, San Francisco, CA 94124-3603
FAX (415) 593-9393 to expedite process