

COD COMPANY
P.O. BOX 121
ELM GROVE WI 53122

FAX
262-786-4544

PHONE
1-800-236-7222
262-786-9115

APPLICANT INFORMATION

BILL TO COMPANY

STREET

CITY/STATE/ZIP

PHONE NO.

FAX NO.

EMAIL ADDRESS

SHIP TO COMPANY

STREET

CITY/STATE/ZIP

PHONE NO.

FAX NO.

YEARS IN BUSINESS _____ ACCTS. PAYABLE CONTACT _____ TERMS REQUESTED:
TYPE OF BUSINESS: CORPORATION _____ INCORPORATED WITHIN LAST 12 MONTHS _____ NET 15 _____
PARTNERSHIP _____ PROPRIETORSHIP _____ INDIVIDUAL _____ CO. CHECK _____

OWNERSHIP INFORMATION

PRESIDENT

STREET

CITY/STATE/ZIP

PHONE NO.

VICE PRESIDENT

STREET

CITY/STATE/ZIP

PHONE NO.

FINANCE INFORMATION

BANK

STREET

CITY/STATE/ZIP

ACCOUNT NO:

ACCOUNT REP.

PHONE NO.

REFERENCE INFORMATION

ALL FOUR REFERENCES MUST BE COMPLETELY & ACCURATELY FILLED OUT. OR THIS APPLICATION CANNOT BE PROCESSED

REFERENCE #1

COMPANY NAME

STREET

CITY/STATE/ZIP

PHONE NO.

FAX NO.

YOUR ACCOUNT NO.

REFERENCE #2

COMPANY NAME

STREET

CITY/STATE/ZIP

PHONE NO.

FAX NO.

YOUR ACCOUNT NO.

REFERENCE #3

COMPANY NAME

STREET

CITY/STATE/ZIP

PHONE NO.

FAX NO.

YOUR ACCOUNT NO.

REFERENCE #4

COMPANY NAME

STREET

CITY/STATE/ZIP

PHONE NO.

FAX NO.

YOUR ACCOUNT NO.

I (WE) CERTIFY THE ABOVE INFORMATION IS TRUE AND CORRECT, AND THAT WE CAN AND WILL COMPLY WITH YOUR TERMS.

SIGNED

TITLE

DATE

SIGNED

TITLE

DATE

TERMS AGREEMENT

The undersigned (Purchaser) agrees that all purchases made by Purchaser from Cod Company, Inc. or any of its subsidiaries and affiliated entities (Seller) are subject to the following terms and conditions.

- 1. All amounts due for goods and services purchased from Seller are payable at the Seller's distribution facility from which the goods and services are delivered. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full as stated herein.
2. All amounts due Seller are payable in accordance with the payment terms granted by Seller's credit department from which the goods and services are delivered. If any amount due Seller is not paid in accordance with such payment terms, a delinquency charge shall be added to the sum due, which charge shall equal the amount obtained by multiplying the delinquent balance by the lesser of (a) one and one-half percent (1 1/2%) per month or (b) the maximum lawful rate permitted to be charged under the applicable state's law.
3. Purchaser shall pay Seller a service charge in the amount equal to the greater of \$20.00 or 5% of the check balance for all checks returned by Purchaser's bank, provided, however, that such service charge shall not be due and payable in the event such payment would result in the violation of the usury laws of the applicable jurisdiction.
4. In the event the account is turned over to an attorney or other agency for collection, or suit is brought on same, or the same is collected though any judicial proceeding whatsoever, Purchaser shall pay all reasonable attorney's fees and court costs incurred by Seller.
5. Purchaser shall notify Seller by certified mail of any change of ownership of Purchaser. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects, and Purchaser authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser.

"PURCHASER"

Date

(Type of Print name of Purchaser)

Sales Representative of Seller

BY:

Printed Name:

Title:

INDIVIDUAL PERSONAL GUARANTY

I _____ for and in consideration of your extending credit at my request To _____ (the "Company") personally guarantee prompt payment of any obligation of the Company to Cod Company, Inc. and each of its subsidiaries and affiliated entities ("Seller") whether now existing or hereinafter incurred, and I further agree to bind myself to pay on demand any sum which is due by the Company to Seller whenever the Company fails to pay same. It is understood that this guaranty shall be an absolute continuing and inescapable guaranty for such indebtedness of the Company. I expressly waive presentment, demand, protest, notice of protest, dishonor diligence, notice of default or nonpayment, notice of acceptance of the guaranty, notice of the extending of any guaranteed indebtedness already or hereafter contracted for by the Company, notice of any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed, notice of any renewal or extension of such indebtedness, and I expressly consent to any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness. I further waive any right to require Seller to proceed against, or make any effort at collection of the guaranteed indebtedness from the Company or any other party liable for such indebtedness. If the guaranteed indebtedness is not paid by me when due, and this guaranty is placed in the hands of an attorney for collection or suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I shall pay all reasonable attorney's fees and court costs incurred by Seller. In the event more than one party executes this guaranty as a guarantor, then each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness, and, in all instances herein, the singular shall be construed to include the plural.

* _____ GUARANTOR

* _____ GUARANTOR

Address: _____

Address: _____

Date: _____

Date: _____

Witness

Date