

02/12/02

# CREDIT APPLICATION & SALES AGREEMENT Date: \_\_/\_\_/\_\_

**MAIL OR FAX TO**

**MARKY'S CAVIAR – INTERNATIONAL FOOD EMPORIUM – OPTIMUS, INC.**  
**687 NE 79<sup>th</sup> STREET MIAMI, FL 33138 TEL.: (305) 758-9288 FAX: (305) 758-0008**

**PLEASE SELECT THE OPEN ACCOUNT CREDIT LINE THAT FITS YOUR REQUIREMENTS BEST:**

COD CHECK	\$1000	\$1500	\$2000	\$2500	\$3000
(LIST REFERENCES)			(LIST REFERENCES & SUBMIT FINANCIAL STATEMENTS)		

**SALESMAN** \_\_\_\_\_ **CUSTOMER No.** \_\_\_\_\_

The following information is supplied by the applicant in WRITING for the purposes of obtaining merchandise from Optimus, Inc. on CREDIT. Optimus, Inc. should rely on all information provided as correct. Applicant authorizes Optimus, Inc. to contact any references given for credit history verification. Applicant agrees to abide by terms and conditions of sale upon the approval of this application. Applicant further agrees to notify Optimus, Inc. in WRITING within five days of any change of ownership, address, telephone, authorized purchasing agent(s), bank, transfer of listed assets, or other facts set forth below.

**GENERAL INFORMATION**

**LEGAL NAME OF FIRM** \_\_\_\_\_

**NAME OF PARENT COMPANY** \_\_\_\_\_  
 (IF SUBSIDIARY)

**PRINCIPAL BUSINESS ADDRESS** \_\_\_\_\_  
 STREET \_\_\_\_\_ CITY, STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_  
 TEL.: \_\_\_\_\_ FAX: \_\_\_\_\_

**TYPE OF BUSINESS** \_\_\_\_\_ **No. LOCATIONS** \_\_\_\_\_

**AT PRESENT LOCATION SINCE** \_\_\_\_/\_\_\_\_ **DATE BUSINESS ESTABLISHED** \_\_\_\_/\_\_\_\_  
 MM / YY MM / YY

CHECK CATEGORIES THAT APPLY:

<b>CORPORATION</b>	<b>PARTNERSHIP</b>	<b>SOLE PROPRIETORSHIP</b>
<b>WAREHOUSE</b>	<b>STORE FRONT</b>	<b>OTHER</b> _____
		SPECIFY

CORPORATE OFFICERS:

<b>PRESIDENT</b> _____	<b>VICE PRESIDENT</b> _____
<b>TREASURER</b> _____	<b>SECRETARY</b> _____

PRINCIPALS:

<b>OWNER</b> _____	<b>PARTNERS</b> _____
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**LISTED WITH D&B** \_\_\_\_ YES \_\_\_\_ NO **OTHER CREDIT BUREAU** \_\_\_\_\_  
 NAME

**TAX RESALE No.** \_\_\_\_\_  
 PLEASE INCLUDE A COPY OF THE TAX RESALE LICENSE; NOTE: TAXES WILL BE ADDED WHERE APPLICABLE IF TAX RESALE No. IS NOT PROVIDED

**BANK REFERENCE**

**BANK** \_\_\_\_\_ **ACCOUNT No.** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_  
STREET CITY, STATE ZIP CODE

**CONTACT** \_\_\_\_\_ **TEL.:** \_\_\_\_\_  
NAME POSITION

**SECURED BANK CREDIT LINE**      **YES**      **NO**      **PERSONAL GUARANTEE**      **YES**      **NO**

**WOULD YOU BE WILLING TO SIGN A PERSONAL GUARANTEE?**      **YES**      **NO**

**TRADE REFERENCES**

THE CREDIT LIMITS WITH TRADE REFERENCES SUPPLIED SHOULD BE AT LEAST EQUAL TO THE ONE REQUESTED FROM OPTIMUS

1. **NAME** \_\_\_\_\_ **TEL.:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_  
STREET CITY, STATE ZIP CODE

2. **NAME** \_\_\_\_\_ **TEL.:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_  
STREET CITY, STATE ZIP CODE

3. **NAME** \_\_\_\_\_ **TEL.:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_  
STREET CITY, STATE ZIP CODE

4. **NAME** \_\_\_\_\_ **TEL.:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_  
STREET CITY, STATE ZIP CODE

5. **NAME** \_\_\_\_\_ **TEL.:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_  
STREET CITY, STATE ZIP CODE

The undersigned hereby certifies that the above information is true and correct to the best of his/her knowledge. In addition to the aforesaid, the undersigned agrees to be held accountable for all purchases in accordance with the terms of sale. If the undersigned neglects to relinquish funds on the due date as per the agreement with Optimus, Inc., the undersigned authorizes Optimus, Inc. to bill the applicant's account with interest (calculated at 2% monthly; 24% annually; on any amount past due, or the maximum allowable rate under the applicable state laws). The applicant further agrees to be held accountable for any costs incurred through collection procedures (if such methods become necessary) such as collector fees, reasonable attorney fees, and any other additional fees. Upon review and approval by Optimus, Inc., this application will constitute a Sales & Purchase Agreement.

I, (OWNER, OFFICER, OR AUTHORIZED AGENT), **HEREBY AUTHORIZE THE AFORE MENTIONED BANK TO RELEASE ANY INFORMATION REQUIRED BY OPTIMUS, INC. FOR THE PURPOSES OF ESTABLISHING A LINE OF CREDIT.**

**COMPANY** \_\_\_\_\_  
LEGAL NAME

**DATE** \_\_\_/\_\_\_/\_\_\_  
MM/ DD/ YY

**BY** \_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE / POSITION

**PERSONAL GUARANTEE**

I, (WE) \_\_\_\_\_, RESIDING AT \_\_\_\_\_  
STREET CITY, STATE ZIP CODE

FOR AND IN CONSIDERATION OF YOUR EXTENDING CREDIT AT MY REQUEST TO \_\_\_\_\_  
NAME OF COMPANY

HEREBY JOINTLY AND SEVERALLY GUARANTEE THE PAYMENT OF INDEBTEDNESS WHICH MAY AT ANY TIME BE INCURRED BY THE SAID CORPORATION TO OPTIMUS INC. IN THE EVENT OF ANY DEFAULT AT ANY TIME BY THE SAID CORPORATION, YOU SHALL BE ENTITLED TO LOOK TO ME (US) IMMEDIATELY FOR SUCH PAYMENT WITHOUT PRIOR DEMAND OR NOTICE.

THIS GUARANTEE SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL SUCH TIME AS THE UNDERSIGNED SHALL GIVE WRITTEN NOTICE TO OPTIMUS INC. BY REGISTERED MAIL. SUCH NOTICE OF REVOCATION SHALL BE INEFFECTIVE AS TO ANY EXISTING INDEBTEDNESS OR AS TO ANY TRANSACTION OR COMMITMENT PREVIOUSLY UNDERTAKEN BY YOU IN RELIANCE UPON SUCH GUARANTEE.

EACH GUARANTOR ALSO HEREBY WAIVES ANY CLAIM, RIGHT OR REMEDY WHICH SUCH GUARANTOR MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST THE ABOVE COMPANY THAT ARISES HEREUNDER AND /OR FROM THE PERFORMANCE BY ANY GUARANTOR HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY CLAIM, REMEDY OR RIGHT OF SUBROGATION, REIMBURSEMENT, EXONERATION, INDEMNIFICATION, OR PARTICIPATION IN ANY CLAIM, RIGHT OR REMEDY OF OPTIMUS INC. AGAINST THE ABOVE COMPANY OR ANY SECURITY WICH OPTIMUS INC. NOW HAS OR HEREAFTER ACQUIRES, WHETHER OR NOT SUCH CLAIM, RIGHT OR REMEDY ARISES IN EQUITY, UNDER CONTRACT, BY STATUTE, UNDER COMMON LAW OR OTHERWISE.

GUARANTOR \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TEL.: \_\_\_\_\_ FAX: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
MM/ DD/ YY

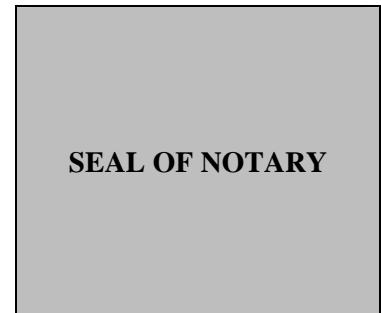
WITNESS \_\_\_\_\_ SIGNATURE \_\_\_\_\_

PRINT NAME

ADDRESS \_\_\_\_\_

STREET CITY, STATE ZIP CODE

TEL.: \_\_\_\_\_ FAX: \_\_\_\_\_



Two stacked rectangular boxes at the bottom of the page, likely for a signature or additional notes.

**TERMS & CONDITIONS**

**PAYMENT**

**PAYMENT DUE UPON DELIVERY (UNLESS AN APPROVED CREDIT APPLICATION IS ON FILE WITH OPTIMUS INC.)**

**IF A CUSTOMER IS GRANTED A LINE OF CREDIT, HE/SHE IS EXTENDED THE PRIVILEGE OF CHARGING THE PURCHASES TO HIS/HER ACCOUNT, WITH THE UNDERSTANDING THAT PAYMENT IS DUE IN FULL WITHIN THE TIME PERIOD GRANTED UPON THE APPROVAL OF THE CREDIT APPLICATION**

**IF A CUSTOMER REACHES THE LIMIT OF HIS/HER CREDIT LINE, HE/SHE HAS TO PAY OFF PART OF THE BALANCE BEFORE ANY ADDITIONAL PURCHASES MAY BE CHARGED TO THE ACCOUNT**

**PAST DUE CHARGES OF 1.5%PER MONTH WILL BE ASSESSED ON ALL DELINQUENT ACCOUNTS**

**SHIPPING/ DELIVERY**

**A MINIMUM ORDER OF \$150.00 IS REQUIRED FOR FREE DELIVERY ON OUR TRUCK. FREE TRUCK DELIVERY ONLY IN OUR VICINITY. F.O.B. OUR WAREHOUSE FOR OUT OF TOWN SHIPMENTS**

**NO MINIMUM ORDER REQUIREMENT FOR ORDERS PREPARED FOR PICK UP**

**NO MINIMUM ORDER REQUIREMENT FOR UPS OR FEDERAL EXPRESS DELIVERY.**

**DRY GOODS WILL BE SHIPPED VIA UPS GROUND DELIVERY SERVICE.**

**PERISHABLE ITEMS WILL BE SHIPPED VIA FEDERAL EXPRESS PRIORITY SERVICE.**

**ALL ORDERS PLACED BEFORE 3:00 PM WILL BE DELIVERED THE NEXT DAY BEFORE 11:00 AM.**

**FOR SATURDAY DELIVERY PLEASE ADD \$10.00**

**EXPORT ORDERS – DELIVERED AT NO EXTRA COST TO LOCAL PIER, AIRPORT, OR FORWARDER**

**RETURNS**

**NO RETURNS ALLOWED WITHOUT PRIOR APPROVAL FROM OUR OFFICE**

**TRUCK DRIVERS ARE NOT AUTHORIZED TO PICK UP RETURN MERCHANDISE WITHOUT THE PROPER PAPERWORK OR THE EXPRESS AUTHORIZATION FROM OUR OFFICE**

**THE OFFICE MUST BE NOTIFIED BY PHONE OR FAX OF ANY DISCREPANCIES IN SHIPMENT, INCLUDING DAMAGES TO THE MERCHANDISE OR SHORTAGES, WITHIN 48 HOURS OF MERCHANDISE RECEIPT**

**SALESPERSONS ARE NOT AUTHORIZED TO RECEIVE NOTICE OF DISCREPANCIES OR ISSUE CREDIT**

**NO CREDIT WILL BE ISSUED FOR SEASONAL, MISHANDLED, OR LABELED WITH A PRICE MERCHANDISE**

**PRICING**

**DUE TO FLUCTUATIONS IN CURRENCY ALL PRICES LISTED ARE SUBJECT TO CHANGE WITHOUT ANY PRIOR NOTICE**

**SPECIAL ORDERS**

**PRODUCTS SPECIALLY ORDERED MUST BE PRE-PAID**

**RETURNED CHECKS**

**THERE WILL BE A FEE OF \$27.50 ASSESSED TO ALL RETURNED CHECKS**

**SHOWROOM HOURS**

**MONDAY THROUGH FRIDAY: 9:00 AM TO 5:00 PM**

**SATURDAY: BY APPOINTMENT 10:00 AM TO 5:00 PM**

