



Georgia State Farmers Market
 701 US Hwy. 80, Bldg. 51 & 52
 Savannah, GA 31408
 P.O. Box 1321
 Savannah, GA 31402
 www.nlawsproduce.com

Toll Free: (888) 88-NLAWS
 Local: (912) 96-NLAWS
 Fax: (912) 236-0688

CUSTOMER ACCOUNT APPLICATION

| | | | | | | | |
|------------------------|--|------------|--|-----------------------|--|----------------------------------|--|
| OWNERSHIP NAME _____ | | | | BILL TO ADDRESS _____ | | | |
| (DBA) TRADE NAME _____ | | | | CITY _____ | | STATE _____ ZIP _____ | |
| SHIP TO ADDRESS _____ | | CITY _____ | | STATE _____ | | ZIP _____ | |
| PHONE NO. _____ | | | | EMAIL ADDRESS _____ | | ACCOUNTS PAYABLE PHONE NO. _____ | |
| | | | | | | A/P FAX NO. _____ | |

NEW OWNER? YES NO PURCHASE DATE _____ LENGTH OF PRESENT OWNERSHIP _____

BUILDING FACILITIES: OWNED LEASED PROPERTY OWNER'S NAME _____

BUSINESS STRUCTURE: PROPRIETORSHIP PARTNERSHIP LIMITED PARTNERSHIP CORPORATION LIMITED LIABILITY COMPANY NON-PROFIT

PROVIDE THE FOLLOWING INFORMATION FOR INDIVIDUAL PROPRIETORS, GENERAL PARTNERS OR CORPORATE OFFICERS:

| | | |
|----------------------------|----------------------------|----------------------------|
| NAME AND TITLE _____ | NAME AND TITLE _____ | NAME AND TITLE _____ |
| HOME ADDRESS _____ | HOME ADDRESS _____ | HOME ADDRESS _____ |
| CITY/STATE/ZIP _____ | CITY/STATE/ZIP _____ | CITY/STATE/ZIP _____ |
| HOME PHONE NO. _____ | HOME PHONE NO. _____ | HOME PHONE NO. _____ |
| SOCIAL SECURITY NO. _____ | SOCIAL SECURITY NO. _____ | SOCIAL SECURITY NO. _____ |
| DRIVER'S LICENSE NO. _____ | DRIVER'S LICENSE NO. _____ | DRIVER'S LICENSE NO. _____ |

GENERAL INFORMATION: WEEKLY PURCHASES _____ MONTHLY SALES VOLUME _____ NUMBER OF EMPLOYEES _____

TERMS REQUESTED: COD NET 7 DAYS NET 14 DAYS NET 21 DAYS NET 30 DAYS

| | | |
|----------------------------|--------------------|------------------------|
| BANK NAME _____ | ADDRESS _____ | CITY/STATE/ZIP _____ |
| LOAN OFFICER _____ | PHONE NUMBER _____ | |
| CHECKING ACCOUNT NO. _____ | BALANCE _____ | LOAN ACCOUNT NO. _____ |
| | | BALANCE _____ |

REFERENCES:

| | | |
|----------------------|----------------------|----------------------|
| BUSINESS NAME _____ | BUSINESS NAME _____ | BUSINESS NAME _____ |
| STREET ADDRESS _____ | STREET ADDRESS _____ | STREET ADDRESS _____ |
| CITY/STATE/ZIP _____ | CITY/STATE/ZIP _____ | CITY/STATE/ZIP _____ |
| PHONE NO. _____ | PHONE NO. _____ | PHONE NO. _____ |
| FAX NO. _____ | FAX NO. _____ | FAX NO. _____ |

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TERMS AND CONDITIONS

This Customer Account Application ("Application") is made to NLaws Produce, Inc. ("NLaws Produce") for the purpose of inducing NLaws Produce to extend credit accommodations to the Applicant named below, and in accordance with the following terms:

1. Upon approval of this Application, NLaws Produce in its sole discretion, and not withstanding any request of Applicant, shall have the right to terminate Applicant's credit privileges under the Application at any time without prior notice to Applicant, except as otherwise provided by law.
2. All purchases by Applicant of goods and/or services from NLaws Produce will be made in accordance with the terms and conditions of this Application and any invoices and/or other documents evidencing Applicant's obligations to NLaws Produce, all of which are incorporated herein by this reference.
3. The entire outstanding balance due to NLaws Produce on all invoices shall become due in full immediately upon default in the payment of any invoice. Applicant agrees to pay interest in the amount of 1.5% per month, or the highest rate permitted by law, whichever is less, on any past due amounts until collected, and Applicant agrees to pay all costs of collection incurred by NLaws Produce, including attorneys' fees and expenses, should a default in payment or any other obligation of Applicant to NLaws Produce occur.
4. **If this Application is not fully approved or if any other adverse action is taken with respect to Applicant's credit with NLaws Produce, Applicant has the right to request within 60 days of NLaws Produce's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request. To obtain the statement of specific reasons, please contact our credit department.** The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, DC.
5. **This Application and all transactions between Applicant and NLaws Produce shall be governed by and interpreted in accordance with the laws and decisions of the state of Georgia and all actions and proceedings arising from, relating to or in connection with this Application shall be subject to the exclusive jurisdiction of said state.**
6. If applicant ceases doing business with NLaws Produce for any reason, Applicant will immediately purchase from NLaws Produce all remaining proprietary/special order items in NLaws Produce's inventory.
7. Applicant expressly agrees that NLaws Produce shall not be responsible for any product nonconformity as to quantity, quality, or price, unless noted on the original delivery receipt at the time of delivery unless NLaws Produce is notified in writing of any such nonconformity within three (3) days of delivery, by certified mail return receipt requested.
8. Except as the quantity of goods ordered, no terms and conditions set forth in any purchase order or other form of Applicant will apply to sales by NLaws Produce to Applicant.
9. The perishable agricultural commodities sold to Applicant are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

The approximate initial amount of credit that Applicant requires per month shall not be binding upon NLaws Produce, nor shall NLaws Produce incur liability by granting, reducing, increasing or refusing such amount. Applicant hereby certifies that the information furnished under this Application and any other financial statements furnished in connection herewith, is true and correct and that this information is being furnished to NLaws Produce for the purpose of inducing NLaws Produce to extend credit to Applicant, and understands that NLaws Produce intends to rely upon such information. Applicant understands and agrees to be bound by the above terms and all invoices and other documents furnished by NLaws Produce from time to time, all of which are incorporated herein by reference, and to advise NLaws Produce of any material change in the information provided herein, including but not limited to, change of ownership, address or telephone number. Applicant understands that NLaws Produce will retain this Application whether or not it is approved.

 APPLICANT: (FULL FIRM NAME)

 BY AUTHORIZED AGENT: (PRINTED NAME AND TITLE)

 (SIGNATURE AND DATE)

INDIVIDUAL PERSONAL GUARANTEE

I, _____, for and in consideration of your extending credit at my request to _____ (the "Company"), and other benefits received by me personally, unconditionally, absolutely, and irrevocably guarantee prompt payment of any obligation and other benefits received by me or the company to NLaws Produce and each of its respective subsidiaries and affiliates (collectively "NLaws Produce") of all amounts due and owing now, and from time to time hereafter from Applicant to NLaws Produce (the "Liabilities"). Guarantor expressly waives notice from NLaws Produce of its acceptance and reliance on this Guarantee, notice of sales made to Applicant, and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening, from time to time of any event including, without limitation, the termination or suspension for any period of time of

creditor services from NLaws Produce. No set-off, counterclaim or reduction of any obligations, or any defense of any kind or nature which Guarantor has or may have against Applicant or NLaws Produce in the event of a default by Applicant on its obligations to NLaws Produce, NLaws Produce may proceed directly to enforce its rights hereunder against Guarantor, without proceeding with or exhausting any other remedies. Guarantor in consideration of NLaws Produce extending financial accommodation to Applicant, hereby waives and relinquishes any rights of indemnification, contribution, reimbursement or exoneration which may be asserted against Applicant if Guarantor performs his or her obligations under this guarantee and Guarantor understands the benefit of such rights. Guarantor agrees to pay all fees, costs and expenses, including reasonable attorneys' fees, which may be incurred by NLaws Produce in enforcing this Guarantee or protecting its rights following any

default on the part of Guarantor. This Guarantee shall be binding upon Guarantor and Guarantor's heirs, successors, assigns, representatives and survivors, and shall inure to the benefit of NLaws Produce and its affiliates and may be assigned by NLaws Produce without notice to Guarantor. This Guarantee shall be governed by and interpreted under the laws and decisions of the state of Georgia. Guarantor and NLaws Produce irrevocably agree, and hereby consent and submit to the non-exclusive jurisdiction of any state or federal court located in the state of Georgia with regard to any actions or proceedings arising from, relating to or in connection with the Liabilities and this Guarantee. If executed by more than one, the obligations of Guarantor shall be joint and several and all references to the singular shall be deemed in the plural.

 PRINT NAME

 SIGNATURE AND DATE

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USE OF A CORPORATE TITLE SHALL IN NO WAY LIMIT THE PERSONAL LIABILITY OF THE PERSONAL GUARANTEE SIGNATORY.

AUTHORIZATION FOR CREDIT REPORT

The undersigned is executing this Authorization for Credit Report individually for the purpose of authorizing NLaws Produce to obtain a consumer credit report from time to time on the undersigned individual(s) through credit and consumer reporting agencies or other sources, in order to further evaluate creditworthiness of such individual in connection with the credit evaluation process and the proposed extension of business credit to the Applicant. The undersigned, as an individual, hereby knowingly consents to the use of such credit report in accordance with the federal fair credit reporting act as contained in 15 U.S.C. 1681, ET SEQ., as amended from time to time.

 PRINT NAME

 SIGNATURE AND DATE

For NLaws Produce's Use Only

Notwithstanding the signature below of a sales representative, evidencing only the optional review of the foregoing, the credit department of NLaws Produce shall in no way be bound thereby to act upon this Application or extend credit to Applicant

 SALES REPRESENTATIVE NAME

 SIGNATURE AND DATE