



La Galera Produce Credit Application

2404 S. Wolcott Avenue Unit 26-30

Chicago, IL. 60608

(773) 446-6161

Fax (773) 446-6165

All questions must be answered for consideration of credit extension.

Legal Company Name: _____

DBA: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Shipping Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Business Structure

Tax Identification# _____ PACA# _____

D&B # _____ BB# _____

Type of business: Corporation Non-Profit Partnership Year established:

Previous Bankruptcy: Yes No

Est. Sales per Month: _____

Credit Dollar Amount Requested:

No. Employees:

PLEASE NOTE: ALONG WITH THIS APPLICATION WE WILL NEED A COPY OF YOUR TAX ID

Buyer Contact Information

Buyer contact: _____ Telephone: _____

_____ Email address:

Accounts Payable Information

Accounts payable contact: _____ Telephone: _____

Email address for invoices:

Owners, Partners, Officers Information

Name: _____ Title: _____

Street address: _____ Phone: _____ City:

_____ St: _____ Zip: _____ Social

Security number: _____

Name: _____ Title: _____

Street address: _____ Phone: _____ City:

_____ St: _____ Zip: _____ Social

Security number: _____

Credit References

Company name	Contact name	Contact telephone number
1.		
2.		
3.		

Bank References

Bank name: _____ Address: _____

Account number: _____

Bank contact: _____

Contact _____ telephone _____ number: _____

Contact Email: _____

I, the undersigned, authorize banks and creditors to release requested credit information. I agree that invoices will be paid on agreed terms, and that any uncollected debt may be subject to incurred late fees at 1.5% per month or legal rate as applicable. I further agree to pay all costs of collection, including reasonable attorney fees incurred in connection with the collection or attempted collection of any and outstanding debt.

TERMS & CONDITIONS

1 All initial sales orders are accepted on a C.O.D basis until a credit account has been approved setting both a credit limit and payment

2 Customer warrants and represents that all information provided in this Credit Application and Agreement ("Agreement" is true and correct to the best of Customer's knowledge. Customer acknowledges that GALERA fresh its subsidiaries and affiliates (collectively hereinafter and above. "Seller") will rely on the information provided herein by Customer in determining whether or not to extend credit to Customer. The decision to extend credit to Customer shall be made by Seller in its sole and exclusive discretion, and Seller may refuse to extend credit to Customer for any reason, or no reason at all. and at any time without prior notice to Customer, except as required by law. Customer understands and agrees that GALERA fresh, Inc. may cancel extension of credit, and/or discontinue deliveries at any time; and may require all outstanding amounts to be paid in full on demand in the event sales to the customer are discontinued for

3 Customer agrees that Seller is not responsible for failure to deliver to Customer any product in any quantity, quality or price, unless noted on the original delivery receipt at the time of delivery or unless Seller is specifically notified in writing of the nonconformity within 24 hours of delivery and/or followed with an USDA Inspection requested within 8 hours of arrival.

4 All products judged to be defective by Customer must be returned to GALERA fresh. before replacement is made or credit issued unless other arrangements are made with GALERA fresh. All such notifications should be made in writing to the respective salesperson and send a copy to ar@galerafresh.com

5 GALERA fresh. will allow a maximum of 1 days from the date of arrival of shipment for a claim to be settled. If a settlement is not reached within this time period, the claim will be closed, and the customer will be held responsible for the payment of the invoice in full.

6 Common Carriers are responsible to consignee for full actual loss for any loss. damage, injury or delay in transit and all such claims must be made with the carrier.

7 This Agreement is not binding upon Seller unless approved by Seller in writing. If approved, this Agreement shall apply to all invoices or other documents evidencing Customer's obligations to Seller. all of which are incorporated herein by reference. Customer agrees that Seller is not subject to any terms and conditions set forth in any purchase order confirmation or other communication from Customer that would supplement or modify this Agreement.

8 Customer agrees to pay all invoices within the terms approved by Seller. Customer agrees to pay a \$30 charge or highest amount permitted by law for any returned items (ACH or checks) that are dishonored for any reason. Failure to remain within

terms could result in the Customer's account being placed on C.O.D. terms until the entire balance is paid and may further subject

Customer's account to the accrual of interest on any unpaid balance at either the rate of 1.5% per month or the maximum rate permitted by law. In the event of default, Customer shall pay all costs of collection, reasonable attorneys' fees, court costs, repossession fees and collection agency fees and shall be considered sums owing in connection with the underlying transactions under the PACA trust. 7 U.S.C. § 499e, as applicable.

9 Should customer dispute any portion of any invoice or statement, undisputed portions of the same and other invoices not in dispute, shall never-the-less be paid when due without offset.

10 Seller's failure to demand strict compliance with the terms of this Agreement shall not be construed as a waiver of any of Seller's rights at law or which arise under this Agreement.

11 The Customer agrees to notify GALERA fresh. Credit department in writing (certified mail 30 days prior to any change of name and/or ownership of the Customer, or of the Customer's business, and further agrees to be liable for all purchases by any buyer of the business should said notification not be given.

12 GALERA fresh. may, regardless of terms stated on the invoices, require all outstanding amount to be paid in full on demand, upon change in ownership

The undersigned is executing this Authorization for Credit Report individually for the purpose of authorizing Seller to obtain a consumer credit report from time to time on the undersigned through credit and reporting agencies or other sources in order to further evaluate the credit worthiness of such individual in connection with the credit evaluation process and the extension of business credit to Customer. The undersigned, as an individual, hereby knowingly consents to the use of such credit report in connection with the fair credit reporting act as contained in 15 U.S.C. § 1681, et seq. as amended from time to time. The undersigned also agrees to GALERA fresh payment terms of FOB Net 10 days from invoice date as mandated by PACA and may be placed on credit hold after past agreed terms of invoice date.

Authorized signature: _____ Title: _____

Printed Name: _____ Date: _____

La Galera Use Only:

Credit application requested by: _____ **Credit Limit** _____

Terms Granted: _____

W-9 Received: YES NO References Checked:

Signed/Dated: _____

Final approval by:
