



AMERICAN EEL DEPOT CORP.

405 Minnsink Road
Totowa, NJ 07052
TEL: 973-890-8888 FAX: 973-890-8880

Credit Application and Guaranty Agreement

Company Name _____ EIN: _____
DBA: _____
Address: _____

Telephone: _____ Fax: _____

Principals

Name: _____ Title: _____ SS# _____
Home Address: _____
Name: _____ Title: _____ SS# _____
Home Address: _____

Year Established: _____ Corporation: _____ LLC: _____ Proprietorship: _____

Property Information: own Property _____ Lease Property _____ Lender/Lessor Name _____

License information: (please list applicable licenses) _____

Bank Information:

Primary: _____ Account# _____
Contact Officer: _____ Phone# _____

Trade References: (please fill all)

Name: _____	Address: _____	Tel/Fax _____
Name: _____	Address: _____	Tel/Fax _____
Name: _____	Address: _____	Tel/Fax _____
Name: _____	Address: _____	Tel/Fax _____
Name: _____	Address: _____	Tel/Fax _____
Name: _____	Address: _____	Tel/Fax _____

APPLICANT AGREES TO THE FOLLOWING: READ AND SIGN CONDITIONS OF SALES

- 1) Any shortage, damage, or defect in goods must be clearly noted by receiver or buyer at the time of delivery. All Fresh seafood claims shortage, damage, or defect in delivered goods covered by this document, must be made by buyer via telephone immediately upon delivery of the goods followed by written notice within one day. Failure to make any claim within the above stated period shall constitute an irrevocable acceptance of goods and an admission by buyer that they comply with all terms, conditions and specifications of the order and invoice.
 - 2) Applicant agrees to pay a 2% monthly service charge on all delinquent balances.
 - 3) Any goods rejected by the buyer must be kept in original condition and made available to seller or its agent. No goods may be returned by buyer without prior approval of seller.
 - 4) The undersigned agrees to notify AmericanEel DepotCorp by certified mail of any pending change of ownership of the Customer and further agrees to be liable for all purchases should the undersigned fail to comply with said notification. In the event that this guaranty is executed by more than one person, then, in such event the liabilities and obligations of the undersigned hereunder shall be joint and several and the relative words herein shall be read as if written in the plural.
 - 5) Upon buyers breach of this contract, buyer shall be liable to American Eel Depot Corp. for any damages incurred, including seller's attorney fees up to 35% and any cost of collection whether by suit or otherwise. Buyer agrees to place of venue of Queens County, New York for litigation and/or deposition.
 - 6) We grant permission to American Eel Depot Corp. Seafax, Inc and /or commercial credit reporting agencies to obtain credit information from the above listed bank and trade references for the purposes of obtaining credit. Guaranty given by the undersigned to American Eel Depot Corp. hereinafter called the Company, in order to induce it to extend credit to, or otherwise become the creditor of _____ hereinafter called the Customer. The undersigned, not withstanding any corporate title which may be indicated. Individually hereby guarantees to the Company the prompt payment, when due, of any claim of the Company which make hereafter arise in favor of the Company against the Customer. This is a continuing guaranty ad shall remain in force until revoked by the undersigned by notice in writing to the Company, but such revocation shall be effective only as to claims of the Company which arise out of the transaction entered into after is receipt of such notice. This obligation of the undersigned shall be absolute, joint and several, and shall not be affected by any surrender or release by the Company of any other security hold by it for any claim hereby guaranteed. The undersigned further agrees to pay the cost of collection under this guaranty, including agency fees, court costs, interest and reasonable attorney's fees.
- The undersigned hereby waives the privilege of having venue changed to the county of their residence and confirms that such venue shall remain in Queens County, New York, where the goods are sold.
- In witness hereof, the undersigned and sealed this guaranty on:

Name

Signature

Date