

7251 STANDARD DR.
HANOVER, MD 21076

HEARN KIRKWOOD

CREDIT APPLICATION

BALT. 410-712-6000
WASH. 301-621-2992
FAX 410-712-6019

SHIP TO:

TRADE NAME _____ LEGAL NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
PHONE _____ FAX _____

BILL TO:

NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
PHONE _____ FAX _____

GENERAL INFORMATION

LTD PARTNERSHIP LIST GENERAL PARTNER _____
 CORPORATION STATE _____ NAME AND ADDRESS OF REGISTERED AGENT _____

 PROPRIETORSHIP PARTNERSHIP LLC FRANCHISE OF _____
OWNER _____ PURCHASE DATE _____
TAX ID # _____ LENGTH OF TIME IN BUSINESS _____

NAMES OF PRINCIPALS/PARTNERS/OFFICERS

NAME _____ OFFICE HELD _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____ OFFICE HELD _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

BANK REFERENCES

NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
ACCT. NO. _____
PHONE _____ FAX _____

TRADE REFERENCES: (PREFERABLY OTHER FOOD DISTRIBUTORS) (NO BEER OR LIQUOR DISTRIBUTORS)

	<u>NAME</u>	<u>ADDRESS</u>	<u>ACCT#</u>	<u>TELEPHONE AND FAX#</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

TERMS & CONDITIONS

ACCOUNT IS SUBJECT TO A SERVICE CHARGE OF 1 1/2% PER MONTH OR AN ANNUAL RATE OF 18% ON ACCOUNTS BEYOND CREDIT TERMS. UNDER THIS AGREEMENT THE CUSTOMER AND GUARANTOR SHALL PAY SELLER'S COST INCLUDING ATTORNEY'S FEE OF 20% INCURRED IN COLLECTING PAYMENTS DUE FROM CUSTOMER AND GAUARANTOR, AND AUTHORIZES ANY ATTORNEY OF ANY COURT OF RECORD OF ANY STATE TO APPEAR FOR CUSTOMER AND GAUARANTOR AND CONFESS JUDGEMENT FOR THE ENTIRE UNPAID BALANCE DUE, INCLUDING INTEREST AND ATTORNEY'S FEE. CUSTOMER AND GAUARANTOR SHALL PAY SELLER A SERVICE CHARGE IN AMOUNT EQUAL TO THIRTY-FIVE DOLLARS (\$35.00) 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.

I UNDERSTAND AND AGREE TO THE TERMS STATED ABOVE

FULL FIRM
NAME _____

SIGNATURE BY AUTHORIZED AGENT: _____ DATE _____

PRINTED NAME &
TITLE _____

FOR SALESMAN AND OFFICE USE ONLY

SALESMAN #:	_____	INSIDE SALES #:	_____	ORDER CONTACT:	_____
CUSTOMER #	_____	COLLECTIONS CONTACT	_____		
ACCOUNT TYPE	_____	APPROVED BY	_____	REQ. CREDIT TERMS	_____
APPROVED TERMS	_____	APPROVED LIMIT	_____	SALES MANAGER	_____

GILBERT FOODS, INC.

(TA) HEARN KIRKWOOD * 7251 STANDARD DRIVE * HANOVER, MD 21076

GUARANTY

(For execution by individuals)

_____, 20_____
(Date)

For valuable consideration, the receipt of which is acknowledged and intending to be legally bound hereby, the Undersigned jointly and severally unconditionally guarantee to you the full and prompt performance by _____

(Customer noted on credit application)

herein called "Obligor",

(Insert name and address of any obligors in addition to customer, and state of incorporation, if a corporation)

Of all obligations which Obligor presently or hereafter may have to you and payment when due of all sums presently or hereafter owing by Obligor to you, and agree to indemnify you against any losses you may sustain and expenses you may incur as a result of any wrongful act of Obligor. In the event that Obligor incorporates or enters into any form of partnership, or has already done either of the foregoing, this guarantee shall also include obligations incurred by any such corporation or partnership succeeding to all or any part of the business presently or hereafter conducted by Obligor as if such corporation or partnership were a Co-Obligor.

For the purposes of this guaranty and indemnity, all sums owing to you by Obligor shall be deemed to have become immediately due and payable if (a) Obligor defaults in any of its obligations to you; (b) a petition under any Chapter of the Bankruptcy Act, as amended, or for the appointment of a receiver of any part of the property of Obligor be filed against Obligor, and be not dismissed within thirty days; (c) such a petition be filed by Obligor; (d) Obligor makes a general assignment for the benefit of creditors, suspends business or commits any act amounting to a business failure, or (e) an attachment be levied or tax lien be filed against any of Obligor's property.

This shall be a continuing guaranty and indemnity and irrespective of the lack of any notice to or consent of Undersigned, their obligations hereunder shall not be impaired in any manner whatsoever by any

- (a) new agreements or obligations of Obligor with or to you; amendments, extensions, modifications, renewals or waivers of default as to any existing or future agreements or obligations of Obligor or third parties with or to you, or extensions of credit by you to Obligor;
- (b) adjustments, compromises or releases of any obligations of Obligor, Undersigned or other parties, or exchanges, releases or sales of any security of Obligor, Undersigned or other parties;
- (c) fictitiousness, incorrectness, invalidity or unenforceability, for any reason, of any instrument or writing, or acts of commission or omission by you or Obligor;
- (d) compositions, extensions, moratoria or other relief granted to Obligor pursuant to any statute presently in force or hereafter enacted, or
- (e) interruptions in the business relations between you and Obligor.

Notice of your acceptance hereof, of default and non-payment by Obligor or any other parties, of presentment, protest and demand and all other matters of which Undersigned otherwise might be entitled, is waived.

The obligations hereunder of each of Undersigned are joint and several, and shall be binding upon their respective heirs and personal representatives. The failure of any person to sign the guaranty and indemnity shall not affect the liability hereunder of any signer thereof. The death or release from liability hereunder of any of Undersigned shall not relieve the others from liability hereunder. Each of Undersigned may terminate his obligations hereunder as to then future transactions between you and Obligor by registered mail notice to you at your above stated address, provided, however, that such termination shall not effect either his liability hereunder with respect to any obligations of Obligor to you incurred prior to your receipt of such notice, or the continuing liability of such of the others of Undersigned as have not given such notice.

Undersigned shall reimburse you, on demand, for all expenses incurred by you in the enforcement of attempted enforcement of any of your rights hereunder against any of Undersigned.

Confession: As security for any such obligations, the Undersigned hereby authorize any attorney of any Court of record of any state to appear for them or any of them and to confess a judgement against them or any of them for entire unpaid balance due by Obligor at any time, whether unmatured installments or otherwise, with or without declarations, with costs of suit, release of error, without stay of execution, and with twenty (20%) per cent added for collection; and they also waive the right of inquisition on any real estate that may be levied upon to collect this note, and do hereby voluntarily condemn the same, and authorize the Prothonotary or clerk to enter upon the execution writ their said voluntary condemnation, and they further agree that said estate may be sold on an execution writ and they further hereby waive and release all relief from any and all appraisements, stay or exemption laws of any state now in force or hereafter enacted.

This guaranty and indemnity is assignable, shall be construed liberally in your favor and shall inure to the benefit of your successors and assigns. If Obligor should default in the performance of any of Obligor's obligations to you, and if any third party makes any payment to you with respect thereto, such third party shall, to the extent thereof, be subrogated to all of your rights against Undersigned hereunder. Legal rights and obligations hereunder shall be determined in accordance with the laws of the state to which this is addressed.

Signature of Guarantor _____(L.S.)
Printed Name of Guarantor _____
Home Address _____ SEAL

Social Security # _____
Witness Signature _____

Signature of Guarantor _____(L.S.)
Printed Name of Guarantor _____
Home Address _____ SEAL

Social Security # _____
Witness Signature _____

Credit & Return Policy

At **Hearn Kirkwood**, customer satisfaction is our first priority. With the help of your feedback, we have designed a Return Policy that will be more beneficial to you, our valued customer.

Deliveries

To ensure you are completely satisfied with your delivery, please take the time to verify that the items delivered match with your invoice. Once you sign for your delivery, missing items that are not deducted from the invoice become the responsibility of the customer to pay in full.

If you choose to return any item(s) at time of delivery the driver will issue proper credit on your invoice. You will not be charged for this product.

Returns after Delivery

Make all returns and credit request within 48 hours from time of delivery.

If you wish to return product from a previous delivery, you are required to call Hearn Kirkwood and notify us of the following:

- Original Invoice number or date product was received.
- Description of item returned.
- Quantity to be returned.
- Reason for return.

A **Product Pick up Ticket** will be generated by Hearn Kirkwood and given to the driver designated for that route. On your next delivery, the driver will pick up the product that is listed on your Pick up Ticket. A signed copy of the Pick up Ticket will be given to you, the customer.

The customer copy is not an authorization for credit, only recognition that the driver has picked up the product. The determination of whether credit is approved will be made at Hearn Kirkwood upon receipt and review of product. If the credit is approved it will be issued immediately against the original invoice. The customer will be contacted promptly if the credit is not approved.

Produce Please inspect all produce at time of delivery. Produce items are returnable only within 48 hours from time of delivery, in the original packaging, with the shipping label still attached.

Dairy Inspect your eggs, milk and sour cream items at time of delivery, for these items need to be returned at time of delivery.

Precut Produce Inspect all precut items at time of delivery. Due to HACCP food safety regulations precut items are only returnable at time of delivery.

Poultry, Seafood, Meats Inspect your poultry, seafood, and meat items at time of delivery. Due to USDA food safety and security regulations, these items can only be returned at time of delivery.

Non-stock Items Our non-stock items have been purchased by your request. They cannot be resold, they are not returnable unless damaged or bad quality at time of delivery.

Please note: All precut produce, fresh poultry, meat and seafood items are custom cut per request the day prior to delivery. These are not stock items and can only be returned for credit if product is damaged or spoiled upon delivery. No other reason is accepted for custom cut items.

Only products returned in the original package bearing the HK shipping label will be considered for credit.

Signature _____ Date _____

1/16/06