

Ward's  Fruit & Produce Co., Inc
Ward's Triad Produce Co., Inc.
State Farmers Market
1109 Raleigh, NC 27603
Phone (919) 828-4161 Fax: (919) 828-9915
E-mail: orders@wardproduce.com

Credit Application for 21 day terms

The undersigned is applying for credit with Ward's Fruit & Produce, Inc. and agrees to abide by the terms and conditions of the Company's standard contract.

1. Company Name: _____

Address _____ Billing Address IF Different: _____

2. Phone () _____ Fax () _____

E-mail _____

A/P CONTACT PERSON: _____

E-mail designated to receive Statements _____

3. Federal Tax ID or Social Security No. _____

4. Exempt Sales Tax Certificate no. _____

5. Date Business Established _____

6. Owners/Partners

Name and Home Address _____ Name and Home Address _____

Position _____ Position _____

7. Check which is applicable to you:

- Corporation General Partnership Limited Partnership
 LLC Sole Proprietorship Other : _____

8. Have you or any of your affiliates ever had credit with us before or purchased from us before? Yes ___ No ___

If yes, under what name? _____

9. Name or title of persons authorized to act on your behalf : _____

(After Hours Contact Name and #) _____

10. Trade References

Reference #1 Name and Address : _____

Phone () _____ FAX: _____

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Reference #2 Name and Address : _____

Phone () _____ FAX: _____

11. Bank References

Bank #1 _____ Phone () _____
Contact Person _____
Name of Bank _____
Address _____

12. Have you or your officers or affiliates ever filed a petition in bankruptcy? _____

13. Are you subject to any litigation? _____ If so, describe here : _____

14. Are you current in meeting your other financial obligations? _____

We declare that the above information is true, correct and complete and is given to induce the Company to extend credit. We authorize Ward's to make such credit investigation as the Company sees fit, including contacting the above trade references and banks and obtaining credit reports. We authorize all trade references, banks and credit reporting agencies to disclose to Ward's any and all information concerning the financial and credit history of my company and myself:

I have read the terms and conditions stated below and agree to all of those terms and conditions

Name of Company _____
Authorized Signature : _____
Printed Name : _____
Title : _____ Date : _____

GENERAL TERMS AND CONDITIONS

1. All bills become payable in full at time of receipt or 21 days after receipt if prior credit is approved. If not paid by such time, bills are considered past due and interest accrued may be applied of 1.5% per month but not to exceed the maximum allowed by law. Customer also agrees to pay reasonable attorney fees, which might be incurred in the collection of such account.

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PERSONAL GUARANTEE

WE _____ RESIDING AT _____
(Hereinafter "Guarantors"), do hereby personally guarantee the performance of
_____ with regard to an agreement by and
between _____-(attached as Exhibit A }

In the event that _____ fails to make any payment to Ward's
Produce, or fails to perform in any manner with regard to said agreement between
the two entities, the Guarantors do hereby promise to make all payments to Ward's
Fruit & Produce in the same manner as if we were the principals of said agreement.

And furthermore, the Guarantors do hereby authorize and empower any attorney of
any court of record of the state of North Carolina or elsewhere to appear for and to
enter judgment against us, or any of us, in favor of Ward's Fruit & Produce for any
sums due under the agreement plus interest with cost of suit, release of errors
without stay of execution, and with thirty-three and one-third percent (33 1/3%) as
a reasonable attorney's fee, and relief from any and all appraisement, stay or
exemption laws of any state now in force or hereafter to be passed.

In witness whereof, this personal guaranty is entered into this day of _____,
20__

DATE

DATE

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CREDIT TERM POLICY

Payment Terms

Wards Produce will offer payment terms to qualified applicants. Payment terms are net 21 days from date of Purchase. To be Eco-friendly Wards has gone Green and no longer sends out mailed monthly statements. Statements are transmitted via email only upon request to designated email address.

Collections Procedures and Past Due Accounts

Invoices not paid within the payment terms described above are past due. Past Due accounts may be evaluated and placed on a COD status until the account is paid and current. Customer agrees to pay prejudgment interest, attorney's fees and other cost incurred by Ward's Produce if legal action is necessary to obtain payment of any invoices and other charges as set forth in the credit application.

SALES TERMS

Adjustments

Any price or Quantity Adjustments must be reported to Ward's Produce within 24 Hours of receipt of product. Notification can be verbal or written. Ward's Produce may not honor changes which have not been reported within the above described procedures.

Business Changes

Customer must notify Ward's Produce in the event of any material change(s) in the Business such as but not limited to changes in principals, ownership structure or contact information.

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Re: Price List

Dear Customer,

As a valued customer we would like to keep you informed of our weekly price sheets we send out every week. We can set you up on our fax program to receive a weekly faxed price sheet or we are able to email price sheets to you weekly. Emailed price sheets will cut down on lost or missed placed faxed price sheets and is a more reliable delivery method.

If this is an option you would like to implement please let us know so we may add you to our fax program. You can email your email address and contact information to serena@wardproduce.com or you may fill in the information below and fax this back to (919) 828-9915.

If you have any questions please let us know. We appreciate your assistance and look forward to hearing from you.

Thank you,

Ward's Produce

I prefer faxed price sheets faxed to: _____

Yes, I prefer to receive emailed price sheets.

Email to: _____

Contact Name: _____