



TERMS AND CONDITIONS

The Applicant, by executing this Application for Credit with Toppa's Foodservice and Paper Supply, LLC ("Toppa's"), hereby agrees to the following terms and conditions:

1. Toppa's shall have the right, in its sole direction, to terminate and/or amend Applicant's credit privileges, at any time, except as otherwise provided by law.
2. All invoices shall be paid pursuant to the net terms indicated on the invoice (e.g. net 7, net 14). 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.
3. Applicant agrees to pay all of Toppa's cost of collection, including reasonable attorneys' fees and expenses, in the event of a default in payment, or other obligation of Applicant.
4. Applicant and Toppa's agree that any legal action brought under the terms of this Application shall be brought in a Rhode Island state court located in Newport County and shall be governed pursuant to the laws of the State of Rhode Island.
5. In the event that Applicant ceases doing business with Toppa's, Applicant agrees to purchase from Toppa's all of Applicant's special order items in Toppa's inventory, such purchase to be completed within seven (7) days of notice from Toppa's.

INDIVIDUAL PERSONAL GUARANTY

The undersigned ("Guarantor") hereby personally guarantees the payment by Applicant to Toppa's Foodservice and Paper Supply, LLC (hereinafter "Toppa's") with regard to any and all credit extended to Applicant. Guarantor, by affixing his/her signature hereon, waives notice from Toppa's of any sales and/or extension of credit to Applicant and further waives any right to notice of default by Applicant. Toppa's shall have the right to proceed directly against Guarantor. Guarantor agrees to pay all fees, costs, and expenses incurred by Toppa's in enforcing this Guaranty, including but not limited to reasonable attorneys' fees. This Guaranty shall be binding upon Guarantor and Guarantor's respective heirs, executors, administrators, successors and/or assigns and shall inure to the benefit of Toppa's, or any of its successor, affiliates and/or assigns. Further, the Guaranty shall be governed by the laws of Rhode Island and any proceedings brought under this Guaranty shall be brought in a Rhode Island state court located in Newport County. If this Guaranty is executed by more than one individual, the obligations of the Guarantors shall be joint and several.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

AUTHORIZATION  
CREDIT REPORT

This Credit Report Authorization is executed by the undersigned for the purpose of authorizing Toppa's Foodservice and Paper Supply, LLC ("Toppa's") to obtain a consumer credit report for the undersigned individual (Applicant and/or Guarantor), from time to time, through credit and consumer reporting agencies or other sources. This authorization is provided by the undersigned to allow Toppa's to evaluate the creditworthiness of such individual in connection with the proposed extension of business credit to the Applicant. Further, the undersigned 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: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ SSN: \_\_\_\_\_