

Vournas Coffee Trading, Inc.

175 E. Wilbur Road, Suite 201
 Thousand Oaks, California 91360
 Phone: (805) 379-5252 Fax: (805) 379-4446
www.vournascoffee.com

Credit Account Application and Credit/Shipping Policy

All five pages must be completed, initialed/signed and returned to establish credit terms, and/or to purchase coffee from Vournas Coffee Trading, Inc., even if buying on a net cash basis. A current Vournas Coffee Trading, Inc. credit application must be on file before we release any coffee.

Date: _____

Legal Corporate / Business Name: _____

Trade Name (if different from above): _____

Type of Company: Corporation _____ Partnership _____ Proprietorship _____ LLC _____ State of Incorp. _____

Business Owner/Manager: _____ Telephone: _____

Contact Name: _____ Email Address of Contact: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Shipping Address: _____

City: _____ State: _____ Zip Code: _____

No. of Years at This Location? _____ No. of Employees: _____ EIN # _____

How long has business been in operation? _____

Accounts Payable Contact Name: _____ Telephone: _____

Who Is Authorized to Purchase Coffee and or enter into Coffee Contracts? _____

Terms Requested (circle one): None 10 Days 15 Days 30 Days

Initials: _____ Date: _____

Bank Reference

Bank Name/Bank Manager: _____ Telephone: _____

Address: _____ Date Opened _____

Acct. No. _____ Monthly Balance: _____

The undersigned acknowledges that Vournas Coffee Trading, Inc. will run a Bank Reference check including balance.

Signature: _____ Title: _____ Date: _____

Trade References (include 1 Green Coffee)

1) Name: _____ Telephone: _____

Address: _____ Credit Limit: _____

Acct. No.: _____ Salesperson: _____

1) Name: _____ Telephone: _____

Address: _____ Credit Limit: _____

Acct. No.: _____ Salesperson: _____

I/We _____ acknowledge(s) having read each of the four pages that comprise the Vournas Coffee Trading, Inc., credit and shipping policies, and agree(s) to comply with both policies. All policies contained within this four page agreement are subject to change at the discretion of Vournas Coffee Trading, Inc., with or without prior notice. The above information is willingly supplied, and the undersigned authorizes Vournas Coffee Trading, Inc. to make inquiry to obtain business or personal credit information and determine creditworthiness and to report credit performance to any credit reporting agency, banks, creditors and other green coffee suppliers. The undersigned acknowledges that credit privileges, if granted, may be withdrawn at any time by Vournas Coffee Trading, Inc. The customer agrees to pay all reasonable attorney's fees and/or other costs incurred by Vournas Coffee Trading Inc, in the collection of outstanding accounts owed. The undersigned certifies that all information submitted on this four page application is true and accurate.

Signature of Applicant Title Date

Vournas Coffee Trading, Inc.

Shipping Terms Policy

Vournas Coffee Trading strives to provide excellent support to all of our customers by arranging for shipping through commercial accounts established by our customers with their preferred freight carrier. This allows our customers to place orders and simply wait for their order to arrive. We handle the shipping and warehouse release details so you can tend to other business issues.

Your order of coffee will leave our warehouse locations wrapped and palletized (unless you request otherwise) and in perfect shipping condition. In rare circumstances damage may occur to shipments while in route. **This is damage caused by the freight company, and as a common carrier of goods the independent freight company is always responsible for damage caused to goods while in their possession.** Vournas Coffee Trading is not liable for damage to coffee. A Bill of Lading (B.O.L.), which legally binds the shipping/freight company is completed on all shipments for your benefit and protection.

If a shipment is damaged or is missing a bag(s), you MUST note this on the B.O.L. before the truck leaves your premises. This is paramount! Failure to do so will result in the loss/damage being absorbed solely by you. To help prevent this, as the receiving customer, Vournas Coffee Trading recommends that you do the following upon the arrival of every shipment:

1. **Count all bags** immediately while the driver is still there, and **before** you have signed the B.O.L. **Note any discrepancy on the B.O.L. DO NOT BE RUSHED BY THE DRIVER!**
 2. **Inspect all bags for damage** (holes, stains, tears, etc.) and note these on the B.O.L. if applicable. Estimate the pound loss (if any) for bags with tears and spilled beans.
 3. **Sign the B.O.L. and maintain a copy of your B.O.L.**
4. Customer will be responsible for any extra charges from Freight Company including but not limited to inside delivery, lift gate, redelivery charges, appointment calls, 24 hour notice, etc. These charges may or may not be deemed necessary by the Freight Company that facilitates delivery.

ONCE THE TRUCK LEAVES, ANY DAMAGE TO COFFEE, STAINED OR MISSING BAGS THAT ARE NOT NOTED ON THE TRUCK'S B.O.L. WILL NEVER, AND WE REPEAT NEVER, BE COMPENSATED. We are not being rude, just informing of the limits of liability.

Your freight will be shipped **freight collect**. If there is damage to your shipment that you noted with the truck's BOL, you will need to file your claim with the trucking company. Vournas Coffee Trading will endeavor to assist you in this process by supporting your shipment value with supporting information, but **you** must file the claim and await reimbursement on lost or damaged coffee.

For best results, please ensure that the person receiving coffee shipments is completely aware of the legal issues and the shipping policy requirements when receiving inventory and signing a Bill of Lading.

Initials: _____ Date: _____

Vournas Coffee Trading, Inc.

Credit Policy

Sales to new customers are made on a net cash basis. That is, coffee is released upon our receipt of currency, cashier's check, money order, and upon the clearance of the customers' business check into the bank account of Vournas Coffee Trading, Inc. Additionally, you may pay by wire transfer or credit card with a nominal fee to cover bank and / or service charges.

After a customer has demonstrated satisfactory performance on a net cash basis, the credit application previously submitted to Vournas Coffee Trading will be processed. Upon credit approval, the customer will be extended terms of Net 10, Net 15, or Net 30 Days, each of which will be Invoice to Invoice. *The amount of credit extended to the customer is solely at the discretion of Vournas Coffee Trading and may be reduced or cancelled without prior notice.*

Any past due invoices are subject to a one and one-half (1 1/2%) percent per month service charge.

Returned checks are subject to a \$50.00 service charge.

Declined credit card charges are subject to a \$30 service charge. (See credit charge form for details)

Vournas Coffee Trading will rescind credit privileges from any customer who fails to pay outstanding balances in accordance with the credit terms offered by Vournas Coffee Trading.

WAIVER OF LEGAL JURISDICTION: All legal proceedings necessary to enforce full payment of debts arising from credit granted to customers by Vournas Coffee Trading shall be filed and held in the Ventura County Superior and/or Municipal Courts, in Ventura, California, and governed by the laws of the State of California. By signing below, you indicate that you understand and agree to this waiver of jurisdiction, and acknowledge that despite your geographic location, all legal proceedings will occur in Ventura, California.

The customer acknowledges that, even though this application was prepared by Vournas Coffee Trading the terms of this credit application were negotiated between the parties at arm's length. The customer further acknowledges that Vournas Coffee Trading recommends that the customer seek independent legal counsel prior to signing this credit application and terms of agreement.

By signing below, you acknowledge that you understand the above credit policy and shipping policy, as well as the conditions for obtaining and maintaining a credit account with Vournas Coffee Trading.

You further certify that you are authorized to complete and execute this agreement, obtain credit for your company, that the provided information is true and correct, and that you authorize Vournas Coffee Trading to verify applicant's credit worthiness and obtain credit information from any credit reporting agency, bank or listed trade reference as Vournas Coffee Trading sees fit. You further authorize Vournas Coffee Trading to communicate debt collection information and credit performance with any credit reporting agency, bank, creditors and/or other green coffee suppliers.

Signature

Print Name

Title

Date

Individual Guarantee of Payment

The Undersigned, hereby being the principal(s) of the above business applicant, in consideration of the extension of credit by Vournas Coffee Trading, jointly and severally, individually unconditionally guarantee(s) payment of any and all, present and future obligations and indebtedness which the Applicant has incurred or shall incur to the above company.

Guarantor's Signature

Printed Name

Date

Please return by fax (805) 379-4446 or email kat@vournascoffee.com

