



**APPLICATION FOR OPEN ACCOUNT AND AGREEMENT FOR BUSINESS CREDIT**  
(this "Agreement")

For the purpose of inducing all ONE WORLD related entities, to include ONE WORLD BEEF LLC, ONE WORLD MEAT COMPANY LLC, ONE WORLD CPG LLC, ONE WORLD TRANSPORTAION INC, ONE WORLD SPECIALTIES AND ALL RELATED ENTITIES ("SUPPLIER"), all California companies to extend business credit for the purchase of beef products and services and delivery charges, the undersigned applicant ("CUSTOMER") makes the following statements, warranting that all information is complete, true and correct, and intending that ONE WORLD ENTITIES rely upon same.

<b>BUSINESS NAME:</b>			Federal Tax ID No.	State of Organization:		
<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other	
Type of Business		Date Started:				
Shipping Address:			Suite No.			
City:		State:		Zip Code:		
Billing Address:			Suite No.			
City:		State:		Zip Code:		
Accounts Payable Contact Name:			Telephone No.:		Fax No.:	
E-mail address:			How Long at this Address?			
Previous Address (if less than 2 years):			Suite No.			
City:		State:		Zip Code:		
<b>PERSONAL INFORMATION ON OWNERS/PRINCIPALS/GUARANTORS: attach additional sheets, if necessary</b>						
Name	Title	Soc. Sec. No.	Home Address, City, State, Zip			Phone No.
<b>TRADE REFERENCES: (Suppliers only)</b>						
Name:		Account No.:		Phone No.:		Contact Name
<b>BANK REFERENCES:</b>						
Name and Branch Address:		Account No.:		Phone No.:		Contact Name
Does Applicant/Customer own real property: If yes, give address:						
Has the Applicant/Customer or have the Applicant/Customer's Owners/Principals/Guarantors ever been involved in bankruptcy proceedings? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes," provide date filed and describe circumstances?						
Does Applicant/Customer or any of Applicant/Customer's Owners/Principals/Guarantors have any outstanding liens or judgments against it/them? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes," list in detail?						
Has Applicant/Customer or have the Applicant's/Customer's Owners/Principals/Guarantors ever applied for credit with OWB or OWMC before? No <input type="checkbox"/> Yes <input type="checkbox"/> If "Yes," under what name:						
Description of Merchandise to be purchased:						
Estimated Monthly Purchases: \$						
Applicant/Customer authorizes SUPPLIER to investigate applicant's credit standing, financial circumstances and responsibility and authorizes and instructs all persons having information concerning applicant/customer's credit standing, financial circumstances and responsibility to release such information to SUPPLIER, its agents, attorneys, or employees. This includes, without limitation, authorization for seller and its agents, attorneys and employees to request, obtain and use for all purposes which SUPPLIER deems necessary, a copy of any credit bureau or consumer credit report for such guarantor at any time.						

*See additional terms and conditions on following pages which are incorporated herein by this reference.*

## TERMS AND CONDITIONS

By executing the Application to which these Terms and Conditions are attached, CUSTOMER requests to purchase products from SUPPLIER on open account, and CUSTOMER agrees in consideration of the creation of the open account to be bound by the following terms and conditions.

- EFFECTIVE DATE OF TERMS AND CONDITIONS; MODIFICATION; SUPPLIER WEBSITE** These Terms and Conditions of Sale ("Terms") are effective for all Purchase Orders (defined below) placed by CUSTOMER with SUPPLIER on or after December 1, 2016 (the "Effective Date"). On and after the Effective Date, these Terms will supersede all prior terms and conditions regarding the purchase by CUSTOMER and sale by SUPPLIER of all products sold by SUPPLIER (the "Products"). SUPPLIER reserves the right to further modify these Terms from time to time (the "Modified Terms") either upon written notification to CUSTOMER by U.S. Mail, electronic mail or by posting any changes on the SUPPLIER'S website ([www.oneworldbeef.com](http://www.oneworldbeef.com)) (the "ONE WORLD BEEF, ONE WORLD MEAT COMPANY, ONE WORLD CPG, ONE WORLD TRANSPORTATION, ONE WORLD SPECIALTIES AND ALL RELATED ENTITIES Website"), with the most current Terms on the SUPPLIER'S Website and the Effective Date of these Terms to be at the time CUSTOMER thereafter places a Purchase Order. **THE MODIFIED TERMS SHALL BE EFFECTIVE FOR ALL PURCHASE ORDERS PLACED BY CUSTOMER WITH SUPPLIER ON OR AFTER THE EFFECTIVE DATE SET FORTH THEREIN. CUSTOMER SHALL BE DEEMED TO HAVE ACCEPTED THESE TERMS AND ANY MODIFIED TERMS UPON THE EARLIER TO OCCUR OF (I) CUSTOMER SIGNING OR OTHERWISE AUTHENTICATING THESE TERMS, OR (II) CUSTOMER CONTINUING TO USE THE SUPPLIER'S WEBSITE AND/OR PLACING A PURCHASE ORDER WITH SUPPLIER BY ANY METHOD AFTER THE APPLICABLE EFFECTIVE DATE. PLEASE NOTE THAT BY ACCESSING OR USING ANY PART OF THE WEBSITE OR PLACING ANY PURCHASE ORDERS, CUSTOMER AGREES THAT CUSTOMER HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THESE TERMS AND ANY MODIFIED TERMS, INCLUDING THE DISPUTE RESOLUTION PROCEDURES. IF CUSTOMER DOES NOT AGREE TO BE SO BOUND, CUSTOMER SHOULD NOT ACCESS OR USE THE WEBSITE OR PLACE ANY PURCHASE ORDERS.**
- OPEN CREDIT ACCOUNT.** Credit may be extended by SUPPLIER to CUSTOMER based on the information provided in this application, and SUPPLIER is authorized to check the background, including the financial background of customer. If CUSTOMER'S application contained herein is approved by SUPPLIER, SUPPLIER will notify CUSTOMER of its initial credit limit which may vary from time to time. CUSTOMER acknowledges and accepts that SUPPLIER, in its own determination and without notification, may increase or decrease the CUSTOMER'S credit limit. CUSTOMER waives notice of any change in CUSTOMER'S credit limit. CUSTOMER acknowledges that the stated line of credit is not a limitation of CUSTOMER'S liability hereunder and the CUSTOMER expressly agrees that it will be responsible for all valid charges in excess of a line of credit either desired or approved.
- CUSTOMER ORDERS; INVOICES.** By execution of this Agreement on page one, CUSTOMER shall be deemed to have accepted all of these terms and conditions. CUSTOMER will pay for all beef products and other items charged to its open account upon receipt of each invoice therefor including any and all charges, fees and costs which CUSTOMER or an authorized person incurs on the CUSTOMER'S account. Unless CUSTOMER notifies SUPPLIER in writing within five (5) days of any unauthorized use of CUSTOMER'S credit, CUSTOMER agrees that any person who incurs charges on CUSTOMER'S account is authorized to do so. SUPPLIER will send to CUSTOMER (either by fax, e-mail or U.S. Mail, at SUPPLIERS' option), an invoice for each purchase and a statement of account each month which will show CUSTOMER'S account activities, delinquency charges and new balance. CUSTOMER agrees to notify SUPPLIER, in writing, of any errors in either the invoice or in the statement within ten (10) days after the date of each invoice or statement, respectively.
- PAYMENT TERMS; DISCOUNTS; ALTERNATIVE PAYMENT TERMS.** All sums owing to SUPPLIER by CUSTOMER shall be paid in accordance with the terms and conditions expressed on the written quotation signed by SUPPLIER and CUSTOMER or on the SUPPLIERS' invoice. **SUPPLIER'S terms of sale will be NET 7 (all invoices are due for payment within 7 days of the delivery date).**
- DEFAULT.** Failure to make timely payment on the applicable Due Date pursuant to the applicable payment terms set forth in Section 3 above shall result in all charges on the open account being deemed past due. Whether or not expressed in said quotation or invoice, all sums past due are subject to an interest charge on all unpaid balances at the rate of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law. In addition to the foregoing, if CUSTOMER breaches any other terms or conditions herein, if CUSTOMER breaches the terms of any other agreement between CUSTOMER and SUPPLIER, if CUSTOMER becomes insolvent or files bankruptcy, if a material adverse change has occurred to CUSTOMER or its business or if SUPPLIER deems itself insecure, SUPPLIER may, in its sole discretion terminate this Agreement, cease selling beef products to CUSTOMER on credit and close the open credit account immediately.

6. **NOTICES.** By providing the fax number and/or e-mail address on the first page of this application and signing the application, CUSTOMER consents to SUPPLIER sending communications (such as statements, invoices, advertisements and solicitations, and all other business matter) via regular mail, e- mail and/or fax transmission.
  
7. **REPRESENTATIONS AND WARRANTIES.** CUSTOMER represents and warrants to SUPPLIER that (a) all of the information on page one hereof is true, complete and correct, (b) any and all financial documents provided to SUPPLIER are true and correct, (c) it is solvent as of the date of this Agreement, and (d) each of the individuals executing this Agreement on behalf of CUSTOMER possess the power and authority to do so and to bind the CUSTOMER. CUSTOMER will provide SUPPLIER such other documents from time to time requested by SUPPLIER. CUSTOMER will notify SUPPLIER in writing immediately of any adverse business conditions (such as insolvency) experienced by CUSTOMER.
  
8. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN A WRITTEN WARRANTY DELIVERED BY SUPPLIER TO CUSTOMER, SUPPLIER MAKES NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF SUITABILITY FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY STATED THAT SUPPLIER ASSUMES NO LIABILITY FOR CONSEQUENTIAL OR LIQUIDATED DAMAGES ARISING OUT OF THE SALE OF THE BEEF PRODUCTS OR A BREACH OF THE WARRANTY CONTAINED IN THE PURCHASE AGREEMENT, AS MODIFIED HEREIN, AND THE CUSTOMER’S REMEDY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF DEFECTIVE BEEF PRODUCTS OR PRODUCT PARTS. FURTHER, SUPPLIER DOES NOT WARRANT AND THE CUSTOMER IS RESPONSIBLE TO ENSURE THAT THE PRODUCTS PURCHASED AND THE INSTALLATION THEREOF COMPLIES WITH ALL APPLICABLE LOCAL, MUNICIPAL, STATE AND FEDERAL LAWS, ORDINANCES, REGULATIONS AND CODES, IF ANY.
  
9. **LEGAL ADVICE.** CUSTOMER acknowledges that it has had the opportunity to receive independent legal advice from its attorneys with respect to the advisability of entering into this Agreement. CUSTOMER and its responsible officer or agent has read this Agreement and understands its contents.
  
10. **ENTIRE AGREEMENT; AMENDMENT.** Upon SUPPLIER’S acceptance of CUSTOMER’S application in writing evidenced by SUPPLIER’S execution of this Agreement below, this Agreement embodies the entire agreement of the parties. No promises, representations or agreements made subsequent to the execution and delivery hereof, by either party hereto, and no revocation, partial or otherwise, or change, amendment, addition, alteration or modification shall be valid unless the same be in writing signed by CUSTOMER and SUPPLIER by their duly authorized agents. Any terms in a purchase order or other writing from CUSTOMER which contradicts or conflicts with the terms of this Agreement shall be of no force and effect.
  
11. **ASSIGNMENT.** No right or interest in this Agreement may be assigned by CUSTOMER.

Print Name of Signer: \_\_\_\_\_

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

Signature \_\_\_\_\_

Title: \_\_\_\_\_

**PERSONAL GUARANTEE**

12. **Personal Guarantee:** In consideration of the extension of business credit for goods and services to the above referenced Customer from SUPPLIER, and as an inducement to SUPPLIER to make such extension of credit available to CUSTOMER, the undersigned (each, a “**Guarantor**”), jointly, severally, irrevocably and unconditionally (i) agree(s) to the terms and conditions set forth in the Agreement to which this Continuing Personal Guaranty (this “**Guaranty**”) is attached, and (ii) guarantee(s) the full and prompt payment when due, whether by acceleration or otherwise, of any and all sums of money as are now owed, or at any time hereafter, may be owing to SUPPLIER by CUSTOMER as a result of SUPPLIER’s extension of credit including advances, debts, obligations and liabilities now existing or hereafter made or incurred, together with such costs and expenses, including reasonable attorneys’ fees, as may be incurred by SUPPLIER in the enforcement of this Guaranty, whether or not suit is commenced (collectively, the “**Obligations**”). Any undersigned guarantor who is married expressly represents that their spouse, for purpose described herein, binds their marital community.

The undersigned further indemnify(ies) and holds harmless SUPPLIER from any loss, damage, and/or expense caused by or arising out of default of or failure to pay by Customer. SUPPLIER may proceed against the undersigned without being required to first proceed against Customer and may proceed against any one of the undersigned without waiving its right to proceed against any of the remaining Guarantors.

The undersigned waives acceptance of this Guaranty and further waives all notices and demands of any kind, including, but not limited to, all demands of payment and notice of nonpayment, presentment, protest and dishonor of any of the Obligations by CUSTOMER. The undersigned further waives all notices and, specifically hereby consents to any extensions of credit, acceleration, modifications, whether immaterial or material, amendments or changes of terms of any agreements concerning the Obligations, including, but not limited to, any extensions or renewals of the Obligations or change of the rate of interest therefrom and any notices, the acceptance of any partial payments or the release or transfer of any collateral for the payment of the Obligations. The undersigned also waives any claim, right or remedy which such guarantor may now have or hereafter acquire against the debtor that arises hereunder and/or from the performance by the guarantor hereunder including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right or remedy of the guarantor against CUSTOMER or any security which SUPPLIER now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

Each guarantor hereunder authorizes SUPPLIER to investigate such guarantor's personal credit standing, financial circumstances and responsibility and authorizes and instructs all persons having information concerning such guarantor's credit standing, financial circumstances and responsibility to release such information to SUPPLIER, its agents, attorneys, or employees. This includes, without limitation, authorization for seller and its agents, attorneys and employees to request, obtain and use for all purposes which SUPPLIER deems necessary, a copy of any credit bureau or consumer credit report for such guarantor at any time.

This guaranty is a continuing guaranty of payment. This continuing guaranty shall not be revoked except by written notice to SUPPLIER requesting that SUPPLIER not make any further sales and deliveries on the security of this Guaranty and until the expiration of five (5) days after such notice shall have been received by SUPPLIER by registered mail, return receipt requested. Any revocation shall be effective only with respect to merchandise shipped or delivered after the expiration of said five-day period and shall not affect in any respect liability incurred by the undersigned prior to that time.

No delay on the part of SUPPLIER in exercising any of its options, powers or rights, or partial or single exercise thereof shall constitute a waiver thereof. All SUPPLIER'S rights are cumulative and alternative. Whenever possible, each provision of this Guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of the provision or the remaining portions of this Guaranty.

The undersigned, and each of them, agree(s) to be bound by all terms and conditions contained in the Agreement and in the invoices issued hereunder which are incorporated by this reference as though fully set forth in full. This Guaranty shall inure to the benefit of SUPPLIER and its successors and assigns. Each Guarantor agrees that this Guaranty shall be subject to the exclusive jurisdiction and under the laws of the State of California and that if legal action is brought to enforce this Agreement, that San Diego County, California shall be the exclusive jurisdiction and legal venue for said action.

Print Name of Guarantor: \_\_\_\_\_ Date: \_\_\_\_\_

Guarantor Signature \_\_\_\_\_

Print Name of Guarantor: \_\_\_\_\_ Date: \_\_\_\_\_

Guarantor Signature \_\_\_\_\_