



# TROPIC FISH KAUAI LLC

55 Holomua St Hilo, HI 96720 ~ Phone: (877) 876-7344 ~ Fax: (808) 934-8783  
email: accounting@tropicfishkauai.com ~ web: www.tropicfishkauai.com

Requested Credit Limit: \_\_\_\_\_

## CREDIT APPLICATION

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Shipping Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
D/B/A: \_\_\_\_\_ Date Established: \_\_\_\_\_  
Type of Business: \_\_\_\_\_

\_\_\_\_ Sole Proprietor    \_\_\_\_ Partnership    \_\_\_\_ Corporation    **Federal Tax ID#** \_\_\_\_\_

### Principals:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### Trade References:

Company: \_\_\_\_\_ Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company: \_\_\_\_\_ Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company: \_\_\_\_\_ Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### Bank References:

Bank Name: \_\_\_\_\_    \_\_\_\_ Checking    \_\_\_\_ Savings  
Account #: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

The undersigned(s) understands that Tropic Fish Kauai LLC (TFK) may request a credit report from a credit reporting agency and obtain credit history in connection with this Credit Application for the purpose of determining the eligibility for credit approval by TFK, and its successors and assigns. In addition, the undersigned(s) understands that if asked TFK will advise if a credit report was requested and, if so, the name and address of the credit agency furnishing the credit report. The undersigned(s) hereby authorizes TFK to obtain and use such credit history information on the Principals named above and the Company, and hereby further authorizes the release of such information to TFK. If credit is approved, TFK, and its successors and assigns, may obtain credit information about the Principals and the Company on an ongoing basis in connection with the extension of credit for any one or more of the following reasons: (1) reviewing the account; (2) taking collection action on the account; or (3) any other legitimate purposes associated with the account. The undersigned(s) hereby certifies that the information provided in this Credit Application is complete and accurate to the best of knowledge.

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Principal Name \_\_\_\_\_ Signature \_\_\_\_\_

Date: \_\_\_\_\_ Company Name: \_\_\_\_\_

(NOTE TO CUSTOMER: Please complete the information below, sign and duplicate on your corporate letterhead)

# Letter of Authorization

The undersigned customer does hereby authorize Tropic Fish Kauai LLC to obtain and review the credit history of our account. The undersigned customer represents and warrants that it executes this Letter of Authorization on its own accord, based on its own business needs and analysis, and not based on any approach, solicitation, inducement, influence or suggestion made by Tropic Fish Kauai LLC, its employees or its agents.

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Company Name

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Address

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City

State

Zip

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Contact Name

Contact Number

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Authorized Signature

Printed Name

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Title

Date

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Tropic Fish Kauai LLC

Acct Mgr/Sales Agent

TROPIC FISH KAUAI LLC  
CORPORATE OFFICES  
55 HOLOMUA STREET  
HILO, HAWAII 96720

# TROPIC FISH KAUAI LLC

55 Holomua Street - Hilo, Hawaii 96720 - Phone 1 877 876 7344~ Fax (808) 934-8783

## CREDIT & CLAIM POLICY

Company Legal Name: \_\_\_\_\_ Years in Business: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

A/P Contact: \_\_\_\_\_ A/P Phone: \_\_\_\_\_ A/P Email: \_\_\_\_\_

Name of Principal Partner or Corporate Officer: \_\_\_\_\_

**PLEASE REVIEW CAREFULLY AND SIGN TO APPROVE BELOW:**

### Fresh Fish Credit & Claim Policy:

1. Unless Tropic Fish Kauai LLC is notified within 24 hours verbally and 48 hours in writing, upon receipt of goods, of any problems with delivery or goods, the above named company shall not be able to claim any credit, return or deduction with respect to the goods delivered.
2. Unauthorized deductions of payments are not allowed. All credits must be approved by the Tropic Fish Kauai LLC Sales Manager at his or her sole discretion. If approved, Tropic Fish Kauai LLC will then issue a credit memo via fax or mail. Please reference our credit memo # when making your payment
3. Customers must arrange return of any rejected fresh product within 24 hours of receipt of the fresh product. No credits are issued without a return receipt signed by a Tropic Fish Kauai LLC employee.
4. The above named company agrees to notify Tropic Fish Kauai LLC in writing of any changes in its authorized sales agents, or ownership.

By signing below, I acknowledge that I have read and understood the contents herein and the company named above agrees to the terms and conditions of this credit and claim policy:

Date: \_\_\_\_\_ Signature of Accounts Payable Manager: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Signature of Authorized Buyer: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Company  
Name: \_\_\_\_\_

## TROPIC FISH KAUAI LLC CUSTOMER CREDIT AGREEMENT & GUARANTY

In this Customer Credit Agreement and Guaranty (the "Agreement"), the word "Company" shall mean a person or entity for whom the Credit Application (the "Application") is submitted and is given the Credit (defined below). The word "TFK" shall mean Tropic Fish Kauai LLC.

**Scope of Agreement.** The Company acknowledges and agrees to abide by the terms and conditions set forth in this Agreement with respect to goods and services purchased from TFK. The Company has requested an extension of credit ("Credit") in an amount equal to the sum payable to TFK for the purchase of goods and services from TFK. The Company authorizes TFK to verify the information in the Application and to get and give credit information about the Company, both now and in the future. The Company further authorizes TFK to contact any banks or trade references stated in the Application to determine the credit worthiness of the Company.

**Payments and Financial Responsibility.** All invoices are due and payable upon the Company's receipt thereof. **Upon approval of the Credit, the Company will be allowed to pay the invoice(s) within [redacted] days from the Company's receipt of the invoice(s) ("Credit Period").** Any payment not received within the Credit Period shall be deemed past due and the Company will be in default under this Agreement. If any payment is not made within the Credit Period, TFK reserves the right to assess a late fee of the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by law.

**Obligation to Pay.** When the Company is given the Credit from TFK, the Company shall pay back the entire amount of the Credit to TFK, without any prior demand or notice, within the Credit Period. The Company shall pay any other charges, fees, and costs as described in this Agreement.

**Credit Limit.** Based on the Application, TFK has the right to decide, at its sole discretion, on the maximum principal amount of the Credit which the Company may have outstanding at any time under this Agreement.

**Disputes.** All claims with respect to goods and services purchased from TFK must be reported to the office of TFK verbally (via telephone) within 24 hours of receipt of product and in writing (via fax) within 48 hours of receipt of product. In no event shall the Company's notice of a dispute relieve the Company from its obligation to pay in full all non-disputed charges and amounts.

**Default.** The Company shall be in default under this Agreement if any of the following occurs: a) the Company fails to pay the invoice(s) or any other amount due hereunder within the Credit Period; b) the Company provides inaccurate, false or otherwise misleading information in the Application for the Credit; c) the Company utilizes Seafax's goods and services for any unlawful purpose or for any other purpose than that for which the good and/or service is intended; or d) the Company fails to observe or perform any other covenants or agreements the Company made to TFK in this Agreement or elsewhere; or e) any of the following things happen to the Company: dissolution, termination of existence, failure to pay any of the Company's debts as it comes due, appointment of or taking possession by a receiver or other custodian of any of the Company's property, or the commencement of a case under the Federal Bankruptcy Laws or against the Company as a debtor. Whenever the Company is in default under this Agreement, TFK can take any actions as permitted by law, including without limitation, initiating a court action and obtaining a judgment against the Company for the outstanding amount of the Credit balance.

**Termination.** TFK shall have the absolute right and sole discretion to terminate and cancel this Agreement and revoke the Credit privilege granted hereunder at any time, all without further notice to the Company, and immediately discontinue any and all goods and services provided hereunder. Nothing contained herein shall relieve the Company of its obligations to pay TFK for goods and services provided up through the date of termination.

**Acceleration.** If the Company is in default under this Agreement or if TFK decides to terminate this Agreement for any reason, TFK can accelerate payments upon which the entire unpaid Credit balance shall become immediately due and payable. TFK does not have to give the Company any notice before it does that.

**Setoff.** In the event of default hereunder, the Company authorizes TFK to set off and deduct from any obligation or funds that TFK may owe to the Company for any obligation or amount the Company owes to TFK. If TFK decides to make any such setoff, TFK may do so without any prior notice or demand.

**Collection Costs.** The Company agrees that in the event TFK institutes any collection proceedings related to any account established pursuant to the Application or anything else the Company owes under this Agreement, the Company agrees to pay all costs involved including court costs and reasonable attorney's fees up to the maximum amount allowed by law.

**Credit Procedure.** The Company's execution of this Agreement signifies acceptance of Seafax's initial and continuing credit approval procedures and policies, which may require a security deposit before goods and services are provided. TFK reserves the right to withhold initiation or full implementation of any sale until it is satisfied with its initial credit review and approval.

**Assignment.** The Company acknowledges and agrees that any obligation(s) that arise under this Agreement, including payment of amounts due on account or otherwise are not assignable, transferable or to be delegated to any other party without prior written consent of TFK. In the event the Company changes its business form of ownership, including any transfer of stock, sale of its assets, change of officers, or persons authorized to sign checks, notice of such changes shall be provided in writing immediately to TFK at the above stated address. TFK may, at any time, assign its rights or delegate its obligations hereunder in accordance with the law of the State of Hawai'i.

**Waiver.** The Company agrees to be liable for the repayment of everything it owes under this Agreement, even if TFK does not follow all of the legal procedures which TFK may be required to follow (such as diligence, demand, presentment and notice and protest of dishonor) in the absence of this waiver. Additionally, the Company agrees that any breaks that TFK gives with respect to the time of payment (such as extensions or postponements or even multiple extensions for longer than the original period), or any other performance required of the Company, will not impair or suspend Huff's remedies or rights. TFK does not waive any of its rights under this Agreement by giving the Company a break. No waiver, consent or approval by TFK will be effective unless it is in writing and TFK has signed it. The Company agrees to waive trial by jury in the event of a lawsuit arising out of or in connection with this Agreement.

**Time is of the Essence.** Time is of the essence with respect to the Company's obligations to be performed under this Agreement.

**Binding on Successors.** This Agreement is binding upon the Company's heirs, representatives in probate, successors, and upon permitted assignees.

**Miscellaneous.** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Hawaii. The parties hereby agree to submit to the jurisdiction of the courts of the State of Hawaii as to all matters arising out of this Agreement. Each provision of this Agreement is severable from the whole and if any one provision of this Agreement is declared invalid or unenforceable, the other provisions shall remain in full force and effect. This Agreement may only be modified by written instrument executed by both parties.

**Entire Agreement.** The Company acknowledges and agrees that TFK has relied on the information contained in the credit Application attached hereto and by reference made a part hereof, in extending the Credit to the Company. The Company warrants and represents: (I) that all of the information contained in said credit Application is true and accurate; and (II) that there are no financial, legal, or other impediment that would in any way prevent, hinder, delay, or otherwise affect the Company's ability to fully perform all of the terms of this Agreement.

This Agreement supersedes any and all prior agreements, understandings and representations of the parties with respect to the services and the Credit provided hereunder. The terms and conditions set forth in this Agreement, any applicable Service Addenda, and those found in applicable TFK tariffs represent the entire understanding of the parties with respect to the services and the Credit provided hereunder.

The Company hereby accepts and agrees to the terms and conditions of this agreement.

By: \_\_\_\_\_

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

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

**Guarantee.** For good and valuable consideration of extending the Credit to the Company, the undersigned guarantor(s) hereby personally, individually, jointly, severally, jointly and severally, and unconditionally guarantee to TFK, its successors and assigns, prompt payment to TFK of all sums and all other claims or indebtedness which the Company is or shall become liable to TFK on account of the Credit or otherwise in connection with "Tropic Fish Kauai LLC.", whether now existing or hereafter incurred or arising, as and when the same shall be due and payable, together with interest on all such indebtedness and all charges and expenses paid or incurred by TFK in connection therewith, and the observance and performance by the Company of all of the covenants and agreements on its part to be performed relating to or in support of any such indebtedness. The liability of the undersigned guarantor(s) shall be that of principal obligors, jointly and severally bound with the Company to pay to TFK all indebtedness, liabilities and obligations hereby guaranteed, as and when the same shall be due and payable, as primary and unconditional obligations of the undersigned guarantor(s), shall be enforceable without demand or notice, and shall not be subject to any of the defenses of a guarantor or surety. The undersigned guarantor(s) also hereby waive all notice of default and extension of payments, or any other creditor actions. The undersigned guarantor(s) further waive the right to require TFK to proceed against the Company or to pursue any other remedy, waive the right to have the property of the Company first applied to the discharge of such indebtedness, and waive the pleading of any statute of limitations as a defense to the liability of the undersigned guarantor(s). If the Company defaults in the payment of any of the obligations to TFK, the undersigned guarantor(s) hereby jointly and severally agree to pay such sums to TFK, its successors and assigns on demand. If the undersigned guarantor(s) shall fail to observe the terms of this guaranty, TFK shall have the right to set off and deduct from any obligation or funds that TFK may owe to the undersigned guarantor(s) for any obligation or amount the undersigned guarantor(s) owe to TFK. If TFK decides to make any such setoff, TFK may do so without any prior notice or demand. The undersigned guarantor(s) assume all responsibility for being and keeping themselves informed of the Company's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of any indebtedness of the Company to TFK, and agree that TFK shall have no duty to advise the undersigned guarantor(s) of information known to it regarding such circumstances or risks. The undersigned guarantor(s), further agree that this guaranty was a condition precedent to the extending of the Credit to the Company. The undersigned guarantor(s) further understand and agree that in the event legal action is taken in any matter covered by this guaranty, all costs, collection fees and/or attorney fees will be at the cost of the undersigned guarantor(s) and not TFK.

By signing below, the undersigned guarantor(s) hereby acknowledge that I/we have read and understood the contents of this Agreement, and hereby further agree to the terms and conditions of the Agreement and the guaranty provision set forth above.

Guarantor

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