



7010 Brookdale Drive  
 Elkridge, MD 21075  
 (410) 799-4000 Fax (410) 799-8984  
 accountsreceivable@jjmcdonnell.com

**Credit Application & Sales Agreement**

All information must be completed. This application must be signed in ink.  
 Incomplete or altered applications will not be processed.  
 SALES REPRESENTATIVE NAME: \_\_\_\_\_

**SHIP TO:**

**BILL TO:**

Corporate name as shown on business license \_\_\_\_\_

Name \_\_\_\_\_

Trade Name (OBA) \_\_\_\_\_

Address \_\_\_\_\_

Business Address (no PO Box) \_\_\_\_\_

City/State/Zip \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Accts Payable Contact \_\_\_\_\_ A/P Phone \_\_\_\_\_

Business Telephone \_\_\_\_\_

A/P Fax \_\_\_\_\_ A/P Email \_\_\_\_\_

PO# Required?  Yes  No Purchasing Agent Name: \_\_\_\_\_ Purchasing Phone: \_\_\_\_\_

Business Information:  Corporation  Partnership  Proprietorship  Limited Liability Co.

Date of Incorporation: \_\_\_\_ State of Incorporation: \_\_\_\_\_ Annual Sales: \$ \_\_\_\_\_ License #: \_\_\_\_\_

Has this business or any business you've owned declared bankruptcy?  Y  N Are there any pending lawsuits?  Y  N

Building/facilities:  Owned  Leased Landlord name: \_\_\_\_\_ Landlord phone: \_\_\_\_\_

If building is owned, name of owner: \_\_\_\_\_ Owner phone: \_\_\_\_\_

**Complete the following for ALL corporate officers, general partners or an individual proprietor. No aliases or abbreviated names.**

**Terms Seeking: COD Net 7 Net 14 Net 21 METHOD OF PAYMENT: ACH EFT CREDIT CARD CHECK**

Full legal name and title \_\_\_\_\_

Full legal name and title \_\_\_\_\_

Home address \_\_\_\_\_

Home address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Home phone \_\_\_\_\_ Cell phone \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Social Security Number \_\_\_\_\_

Social Security Number \_\_\_\_\_

**Business Banking Information**

Bank name \_\_\_\_\_

Branch location \_\_\_\_\_

Checking acct no. \_\_\_\_\_

Bank phone \_\_\_\_\_

**Trade References (Preferably foodservice related. Do not list beer/liquor distributors.)**

Name of company \_\_\_\_\_ City \_\_\_\_\_ Acct# \_\_\_\_\_ Phone # / EMAIL \_\_\_\_\_

Name of company \_\_\_\_\_ City \_\_\_\_\_ Acct# \_\_\_\_\_ Phone#/ EMAIL \_\_\_\_\_

Name of company \_\_\_\_\_ City \_\_\_\_\_ Acct# \_\_\_\_\_ Phone# \_\_\_\_\_

## STATEMENT OF TRADE TERMS

The undersigned ("Purchaser") agrees that all purchases made by Purchaser from JJ McDonnell & Co., Inc. or any of its subsidiaries and affiliated entities ("Seller") are subject to the following terms and conditions:

1. All amounts due for goods and services purchased from Seller are payable at the Seller's distribution facility from which the goods and services are delivered. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full as stated herein. Seller is under no obligation to extend credit to Purchaser or to continue extending credit to Purchaser and may alter or cancel terms of credit at any time.
2. All amounts due Seller are payable in accordance with payment terms granted by Seller's credit department from which goods and services are delivered. If any amount due Seller is not paid in accordance with such payment terms, a delinquency charge shall be added to the sum due, charge shall equal the amount obtained by multiplying the delinquent balance by 1.5% per month.
3. Purchaser shall pay Seller a service charge in amount equal to thirty-five dollars (\$35.00) for all checks returned by Purchaser's bank; provided, however, that such service charge shall not be due and payable in the event such payment would result in the violation of the usury laws of the applicable jurisdiction.
4. In the event the account is turned over to an attorney or other agency for collection, or suit is brought on same, or the same is collected through any judicial proceedings whatsoever, Purchaser shall pay 33 1/3% attorney's fees of the amount due hereunder and court costs incurred by Seller. Purchaser further agrees that Purchaser's obligation to pay such costs and fees, and Seller's claim for such costs and fees which are incurred by Seller after the date of any judgment obtained by Seller, shall survive the entry of, and shall not be merged into, any such judgment.
5. Purchaser shall notify Seller by certified mail of any change of ownership of Purchaser. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects. Purchaser authorizes Seller to investigate all references furnished and make other inquiries pertaining to the credit and financial responsibility of Purchaser.
6. The undersigned purchaser and all guarantors agree that all purchases made from Seller are subject to the terms and conditions set forth in this credit application and on the invoices and that there are no oral terms, conditions, or pricing agreements. Undersigned purchaser and guarantors agree that Seller may negotiate any check tendered and apply the proceeds to the outstanding balance owed without regard to any restrictive endorsement purporting to compromise or settle the outstanding balance, said restrictive endorsement being null and void and of no effect.
7. In the event any payment is not made when due, purchaser and guarantors authorize any attorney designated by Seller to appear in any court of competent jurisdiction in Howard County, Maryland, or any other venue where purchaser does business or any guarantors reside, and confess judgment against them for the amount due together with interest, cost of suit, and 33 1/3% attorney's fees, waiving all homestead and other exemptions, relief from stay of execution and right of appeal pursuant to the laws of any State or of the United States now in force or which may hereafter be passed.

**Virginia businesses only:** Further, and in addition, the undersigned constitute and appoint Risa Hirao and Marion Muller, either of whom may act, as their attorney with authority to confess judgment against them for the unpaid balance due and owing in the circuit and general district courts of Albemarle County, Arlington County, Culpeper County, Fairfax County, Fauquier County, Frederick County, Henrico County, Loudon County, Prince William County, Shenandoah County, Spotsylvania County, Stafford County and the City of Alexandria, City of Charlottesville, City of Fairfax, City of Falls Church, City of Fredericksburg, City of Manassas, City of Manassas Park, City of Richmond and City of Winchester, all in the Commonwealth of Virginia.

**THE PROVISIONS OF THIS CONFESSED JUDGMENT CONSTITUTE A WAIVER OF CERTAIN RIGHTS THEREBY ALLOWING JJ MCDONNELL & CO., INC. TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT FURTHER NOTICE.**

\_\_\_\_\_  
Print full legal name of company (as on page one of this application)

\_\_\_\_\_  
Authorized signature (corporate officer, general partner, managing member or proprietor)

\_\_\_\_\_  
Print name clearly

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**GUARANTY OF PAYMENT**

INve, \_\_\_\_\_, for and in consideration of your extending credit at my request to \_\_\_\_\_ (the "Company"), jointly and severally, personally guarantee prompt payment of any obligation of the Company to JJ McDonnell & Co., Inc. ("Seller"), whether now existing or hereinafter incurred, and I further agree to bind myself to pay on demand any sum which is due by the Company to Seller whenever the Company fails to pay same. It is understood that this guaranty shall be an absolute, continuing and irrevocable guaranty for such indebtedness of the Company. I expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guaranty, notice of the extending of any guaranteed indebtedness already or hereafter contracted for by the Company, notice of any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed, notice of any renewal or extension of such indebtedness, and I expressly consent to any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness. I further waive any right to require Seller to proceed against, or make any effort at collection of the guaranteed indebtedness from, the Company or any other party liable for such indebtedness. If the guaranteed indebtedness is not paid by me when due, and this guaranty is placed in the hands of an attorney for collection or suit is brought, or it is enforced through any judicial proceeding whatsoever, I shall pay 33 1/3% attorney's fees of the amount due hereunder and court costs incurred by Seller. The Guarantor agrees that it shall have no right of subrogation whatsoever with respect to the aforesaid indebtedness or to any money due and unpaid thereon or any collateral securing the same, unless and until all creditors of the obliger shall have received payment in full of all sums at any time due. In the event any payment is not made when due, guarantors authorize any attorney designated by Seller to appear in any court of competent jurisdiction in Howard County, Maryland, or any other venue where purchaser does business or any of the undersigned reside, and confess judgment against them for the amount due together with interest, late fees. cost of suit and 33 1/3% attorney's fees, waiving all homestead and other exemptions, relief from stay of execution and right of appeal pursuant to the laws of any State or the United States now in force or which may hereafter be passed.

Further, and in addition, the undersigned constitute and appoint Risa Hirao and Marion Muller, either of whom may act, as their attorney with authority to confess judgment against them for the unpaid balance due and owing in the circuit and general district courts of Albemarle County, Arlington County, Culpeper County, Fairfax County, Fauquier County, Frederick County, Henrico County, Loudon County, Prince William County, Shenandoah County, Spotsylvania County, Stafford County, City of Alexandria, City of Charlottesville, City of Fairfax, City of Falls Church, City of Fredericksburg, City of Manassas, City of Manassas Park, City of Richmond and City of Winchester, all in the Commonwealth of Virginia. **THE PROVISIONS OF THIS CONFESSED JUDGMENT CONSTITUTE A WAIVER OF CERTAIN RIGHTS THEREBY ALLOWING JJ MCDONNELL & CO., INC. TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT FURTHER NOTICE.** Guarantors further agree that the obligation to pay such costs and fees, and Seller's claim for such costs and fees which are incurred by Seller after the date of any judgment obtained by Seller, shall survive the entry of, and shall not be merged into, any such judgment. Should the authorization for confession of judgment be deemed invalid, the remaining provisions of this statement shall remain in full force and effect. In the event more than one party executes this Guaranty as a guarantor, then each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness, and in all instances herein, the singular shall be construed to include the plural. IN-ve further authorize J. J. McDonnell & Co., Inc. to obtain a copy of my/our personal credit report.

\_\_\_\_\_  
Guarantor's Signature

\_\_\_\_\_  
Guarantor's Signature

\_\_\_\_\_  
Print full name of guarantor

\_\_\_\_\_  
Print full name of guarantor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

(Use of a corporate title shall in no way limit the personal liability of the signatory.)

**Electronically submitted applications will serve as originals.**

## J.J. McDonnell & Co. Return Policy

### 1 REQUESTING PRODUCT TO BE PICKED UP FOR RETURN

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All pickups should be called into an account manager or customer service rep and entered into our system. When requesting a pickup, please provide our item number, original invoice number the product was delivered on, date the product was received and the quantity to be returned. If the pickup goes against our return policy, then it must be approved by our Director of Sales.

The more information given about the reason for a return, the more likely the root cause of the issue can be resolved.

### 2 RETURN POLICY

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J. J. McDonnell & Co., Inc. is dedicated to providing you the highest quality seafood. An important part of that dedication is our return policy. We strive to have a fair and consistent policy, but more importantly we want our policy to ensure the quality and safety of our products.

We encourage our customers to inspect product when it is received, this will ensure that you are getting the quality product you expect from us.

We accept any return that is made from product being inspected prior to the invoice being signed. Returns in this manner allow us to easily maintain traceability and cold chain on returned products.

After you have signed for and accepted the product, there is still an opportunity to return product to us. However, we will be using the following guidelines to determine the eligibility of the product to be returned:

- Live crabs and lobsters will not be accepted as returns once they have been **signed for**.
- Shellstock will not be accepted as a return without the harvest tag once **signed for**.
- Special order products are not accepted as returns after they are **signed for**.
- Scombrototoxin (Histamine) fish will not be accepted as a return once **signed for**, unless there is a major internal quality issue (i.e. Tumors, Blood spots, Melting meat- Sasai).
- Fresh products cannot be returned after 2 days.
- Frozen and pasteurized products cannot be returned after 7 days.

#### Histamine Fish:

- Amberjack
- Anchovy
- Bluefish
- Bonito
- Escolar
- Herring
- Jack
- Kahawai
- Mackerel
- Mahi
- Marlin
- Menhaden
- Sardine
- Sailfish
- Saury
- Scad
- Shad (Not Roe)
- Spearfish
- Tuna
- Wahoo
- Yellowtail

Returned product **does not** guarantee that your account will be credited for this product. Please contact your account manager for status of credit.

By signing my name below, I certify that I have read the above information. My signature also certifies my understanding and agreement with the above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name