

Terms and Conditions:

In consideration of Menu Catering, Inc. extending credit to the Applicant, the Applicant agrees to pay Menu Catering, Inc. ("Seller") in accordance with its terms of sale which are as follows:

1. Finance charges in the amount of two percent (2%) per month will accrue on past due invoices. Invoices are past due if not paid within thirty (30) days from the invoice date.
2. If an invoice is past due and referred to an attorney for collection, Applicant agrees to pay all costs of collection including, but not limited to, reasonable attorney's fees in the amount of twenty-five percent (25%) of the principal balance due, expert witness fees, investigative fees and any other costs incurred in collection of the invoice(s).
3. Seller shall have the right to change or amend any one or more of the terms and conditions provided that written notice of such change is given to Applicant. Applicant's written consent to such change shall not be required and Applicant shall be deemed to have consented thereto upon placing of orders with Seller following receipt of such notice.
4. Applicant does hereby authorize Seller to inquire to trade creditors, banks and other lenders as to Applicant's credit standing for reference purposes.
5. Seller hereby disclaims all express or implied warranties including, without limitation, all warranties of merchantability and fitness for a particular purpose. Under no circumstances will Seller be liable for incidental, punitive, special or consequential damages of any kind. The liability of Seller, if any, shall be limited to the sales price received by Seller.

Authorized Representative Signature

Authorized Representative Printed Name

Authorized Representative Date of Signature

Authorized Representative Title

Personal Guaranty:

In consideration of Seller extending credit to the Applicant, the Guarantor hereby personally guarantees the payment of any obligation of the Applicant to Seller. Guarantor hereby agrees to pay Seller on demand, without offset, any sum due to the Seller by Applicant if and when Applicant fails to pay such amount in accordance with the terms and conditions of sale. Guarantor further agrees to pay all cost of collection, including, but not limited to, reasonable attorney's fees in the amount of twenty-five percent (25%) of the principal balance due, expert witness fees, investigative fees and any other costs incurred in collection of the invoice(s). This Guaranty shall be a continuing and irrevocable guaranty. The Guarantor hereby agrees to the extent permitted by law, to waive the Homestead exemption, notice of acceptance, notice of presentment, demand, nonpayment, dishonor and protest. Furthermore, Guarantor consents to and waives notice of any modification, amendment or extension of the terms and conditions set forth herein.

Guarantor Signature

Guarantor Printed Name

Guarantor Social Security no.

Guarantor Address

Date of Guarantor Signature.