



YAYA IMPORTS

IMPORTERS & DISTRIBUTORS OF
FINE FOODS, CERAMICS, & COOKWARE FROM SPAIN

530 Boulder Ct, Suite 105, Pleasanton, CA 94566
Phone (925) 249-9292 Fax (925) 249-9293
Wholesale@YayaImports.com
www.YayaImports.com

ACCOUNT APPLICATION

[Must Be Filled Out Completely]

New Account Existing Account

Date : _____

Business Name: _____ **Trade Name (dba):** _____

Purchasing Contact: _____ **Purchasing Phone:** _____

Contact E-mail: _____ **Contact Fax:** _____

Shipping Address: _____

Shipping Address 2: _____ **City, State, Zip:** _____

Billing Contact: _____ **Billing Phone:** _____

Billing E-mail: _____ **Billing Fax:** _____

Billing Address: _____

Billing Address 2: _____ **City, State, Zip:** _____

Website: _____ **Date Established:** _____

Type of Business: Retailer Foodservice Distributor Other: _____

Federal Tax ID: _____ **# of Employees:** _____ **Credit Amount Requested: \$** _____

CA Sellers Permit (If located in California): _____

Types of products from Yaya Imports for resale*: _____

*Required if Requesting CA Sales Tax Exemption

Business Type: Proprietorship Partnership L.L.C. Corporation **State Incorporated:** _____

Names of Owners/Officers: _____

TERMS AGREEMENT

I represent that the above information is true and complete. If applying for credit: my company and I authorize Yaya Imports to make such credit investigation as Yaya Imports sees fit. My company and I authorize all trade references, banks, and credit reporting agencies to disclose to Yaya Imports any and all information concerning the financial and credit history of my company and myself.

Terms and Conditions:

- Minimum Order: \$300 to establish an account, \$100 thereafter.
- Net terms with approval, once account is established. New accounts are Pre-Pay with check/Visa/Master Card.
- All returns require approval. There is a 20% restocking fee for cookware and ceramics; food items are non-returnable.
- Fragile items (glass containers containing liquid & ceramics) may be subject to a service charge if shipping by UPS/USPS
- Damage/spoilage claims must be made within 7 days.
- Prices are subject to change without notice.
- Buyer pays full shipping (UPS or Common Carrier) FOB Pleasanton, California.
- Local (San Francisco Bay Area and Sacramento Valley) delivery available by special arrangement.

I have read the terms and conditions and agree to all of these terms and conditions.

Authorized Signature: _____ **Title:** _____

Printed Name: _____ **Date:** _____

CREDIT APPLICATION

IF APPLYING FOR CREDIT: please complete the following information for *at least 1* corporate officer, partner, or an individual proprietor. Use an additional sheet, if necessary.

INDIVIDUAL PERSONAL GUARANTY

I, _____, for and in consideration of your extending credit at my request to

_____ (the "Company"), personally guarantee prompt payment of any obligation of the Company to Yaya Imports and each of its affiliated entities ("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 the "Seller" whenever the "Company" fails to pay same. It is understood that this guaranty shall be and 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 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 hereon, or it is enforced through any judicial proceeding whatsoever, I shall pay all reasonable attorney's fees and court costs.

In the event more than one party executes this Guaranty as the guaranty, then each guarantor agrees to be jointly and severally liable for the guaranties, and in all instances herein, the singular shall be construed to include the plural.

Corporate Officer, Proprietor, or Guarantor 1:

Signature: _____ **Date:** _____
Printed Name: _____ **Title:** _____
Home Address: _____ **City, State, Zip:** _____
Home Phone: _____ **Driver's License:** _____ **Social Security No:** _____
Billing Address: _____ **City, State, Zip:** _____

Corporate Officer, Proprietor, or Guarantor 2:

Signature: _____ **Date:** _____
Printed Name: _____ **Title:** _____
Home Address: _____ **City, State, Zip:** _____
Home Phone: _____ **Driver's License:** _____ **Social Security No:** _____
Billing Address: _____ **City, State, Zip:** _____

Vendor References

Vendor Reference 1: _____ **Vendor Contact:** _____
Vendor Address: _____ **City, State, Zip:** _____
Account Number: _____ **Vendor 1 Phone:** _____ **Vendor 1 Fax:** _____

Vendor Reference 2: _____ **Vendor Contact:** _____
Vendor Address: _____ **City, State, Zip:** _____
Account Number: _____ **Vendor 2 Phone:** _____ **Vendor 2 Fax:** _____

Vendor Reference 3: _____ **Vendor Contact:** _____
Vendor Address: _____ **City, State, Zip:** _____
Account Number: _____ **Vendor 3 Phone:** _____ **Vendor 3 Fax:** _____

Bank Reference

Bank Reference: _____ **Account Manager:** _____
Account Number: _____ **Acct Manager Phone:** _____