



Kauai Coffee Company, Inc.
 A Subsidiary of A&B-Hawaii, Inc.
 P. O. Box 530, Kalaheo, HI 96741
 Toll Ph: (800) 545-8605 Ph: (808) 335-0945 Fax: (808) 335-6160

CONFIDENTIAL APPLICATION FOR CREDIT

Name of Applicant _____

Federal EIN _____ State G.E. Tax # _____

Dunn & Bradstreet Identification Number _____ Credit Limit Requested \$ _____

Billing Information

Shipping Information (if different)

Address _____

City, State, Zip _____

Phone # _____ Fax # _____ Contact Person _____

Corporation _____ Partnership _____ Sole Proprietor _____ State of Incorporation/Registration _____

Type of Business _____ Years in Business _____ Expected Avg. Purchase per month \$ _____

Names of Officers/Partners and Titles

Bank Reference

Principal Bank Name _____ Account Number _____

Bank Contact, Title and Phone & Fax Numbers _____

Address _____ City _____ State _____ Zip _____

Green Coffee Reference

Name _____ Phone No. _____

Address _____ City _____ State _____ Zip _____

Trade References

Name _____ Phone No. _____

Address _____ City _____ State _____ Zip _____

Name _____ Phone No. _____

Address _____ City _____ State _____ Zip _____

Applicant certifies that the information above and all information accompanying this application is true and correct. The applicant authorizes Kauai Coffee Company, Inc. to solicit and obtain credit information from the references provided and from any other source. Kauai Coffee Company, Inc. will not disclose credit information about the applicant to any other persons without applicant's prior written approval. If credit is extended, I(we) further agree that such extension of credit shall be subject to the following:

- 1) I(we) shall pay the amount or amounts, as evidenced by the account, not later than thirty days following the day in which the indebtedness was incurred.
- 2) I(we) agree to be bound by the Terms and Conditions of Sale (see reverse side), as they may be amended from time to time.
- 3) In the event that a delinquent account is placed in the hands of a licensed collector or an attorney for collection, or suit is instituted on this account, I(we) agree to pay, in addition to the amount of the delinquent account and interest, all costs of such collection, including without limitation all collector's or attorney's fees and court costs.
- 4) I(we) certify that we are not currently insolvent or bankrupt, nor are we contemplating bankruptcy. In the event that bankruptcy is contemplated, I(we) agree to inform Kauai Coffee Company, Inc. immediately.

Applicant _____

Name/Title _____

Signature/Date _____

TERMS AND CONDITIONS OF SALE

1. Payment Terms. Net amount of invoice shall be paid in full within 30 days of date of invoice. Discounts shall be allowed for payment within specified terms in effect on date of invoice. Seller reserves the right to modify or terminate credit limits, restrict the terms of payment, and/or to require payment prior to time of shipment of the product, if, in Seller's opinion, Buyer's financial condition or other circumstances so warrant. Buyer agrees to pay interest at the rate of 18% per annum on any and all delinquent balances, and to pay any and all attorneys' fees and other costs incurred by Seller in collecting delinquent account balances.
2. Orders. An order placed with and accepted by Seller may be canceled only with Seller's consent and upon terms that indemnify Seller against loss. All orders are subject to acceptance by Seller's sales office on Kauai, Hawaii, and subject to Seller's production and government certification schedules. In cases of short supply of product, reasonable allocations may be necessary.
3. Shipment. All prices are F.O.B. Nawiliwili, Kauai or F.O.B. Seller's warehouse in Hayward, California, unless otherwise specified. Title and risk of loss shall pass to Buyer upon delivery to Buyer or to Buyer's designee, unless otherwise specified. Seller shall have the right, in addition to all others it may possess, at any time, for credit reasons or because of Buyer's default, to withhold shipments, in whole or in part, to require Buyer to preserve and not sell or otherwise dispose of all product in Buyer's possession, and to recall product in transit, retake same and repossess any or all product, whether stored with Seller for Buyer's account or stored with Buyer, without the necessity of taking any other proceedings, and Buyer consents that all the product so recalled, retaken or repossessed shall become Seller's absolute property, provided Buyer is given full credit therefor. The foregoing shall not be construed as limiting, in any manner, any of the rights or remedies available to Seller, because of any default of Buyer, under the Uniform Commercial Code as in force and effect in the State of Hawaii on the date of this invoice.
4. Claims. Claims for defective product, shortages, delays, or failures in shipment or delivery, or for any other cause, shall be deemed waived and released by Buyer, unless written notice is provided to Seller within seven calendar days after arrival of the product. In no case is product to be returned by Buyer without first obtaining Seller's permission. Seller may, after giving reasonable notice to Buyer and during normal business hours, inspect any product in Buyer's possession that is the subject of any complaint or claim by Buyer, and may conduct or perform such tests and examinations as Seller shall deem necessary to verify the weight and quality of the product. Under no circumstances shall Seller be liable for any indirect, special, incidental, or consequential damages, or for any other losses, damages or expenses, directly or indirectly, in connection with or by reason of the use of or inability to use the product. SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR OTHERWISE, AND EXPRESSLY DISCLAIMS SAME.
5. Force Majeure. Seller shall not be liable for any delay in the performance of orders, or in the delivery or shipment of product, or for any damages suffered by Buyer by reason of such delay, if such delay is, directly or indirectly, caused by, or in any manner arises from, labor difficulties, transportation delays, shortage of labor, fuel, power, materials or supplies, accidents, acts of God, or any other cause or causes (whether similar or dissimilar to the foregoing) beyond the reasonable control of Seller.
6. Taxes. Buyer shall be responsible for all sales, use, general excise, excise or other taxes applicable to this order.
7. Governing Law. This order and the terms and conditions contained herein shall be governed by and construed in accordance with the laws of the State of Hawaii. Nothing contained herein shall limit any additional rights or remedies which Seller may have under any applicable laws, including without limitation the Uniform Commercial Code of the State of Hawaii. If any portion of the terms and conditions contained herein is modified by statute or declared invalid, the remaining portions nevertheless shall continue in full force and effect.
8. Arbitration. Any claim, dispute or controversy arising out of or relating to this order or the performance or breach thereof shall be submitted to binding arbitration in the City and County of Honolulu, Hawaii, in accordance with the rules and procedures of the American Arbitration Association then in effect.
9. Modification. These terms and conditions shall be the exclusive and final expression of agreement of Buyer and Seller with respect to the order, and no waiver, alteration or modification of any of the terms and conditions shall be valid unless made in writing and signed by an appropriate officer of Seller. Seller hereby gives notice that it objects to the inclusion of any different or additional terms unless specifically agreed upon by Seller in writing. The inclusion of any such different or additional terms shall not constitute such agreement in writing, and in such event a contract for sale shall result solely from the terms and conditions stated herein.