



CREDIT APPLICATION & AGREEMENT

Phone: 707-566-9000 Fax: 707-540-7789 WEB

Name of Organization (Please Print All Information) Phone No. Street Address Fax No. City State County Zip

The following information is submitted for your consideration as a basis of extension of credit.

Date of Formation State of Formation Established Years Federal ID # Resale License # Legal entity is: Corporation Partnership Sole Proprietorship LLC Other

If a corporation or LLC, list names of officers and titles. If other entity, list names of general partners or owners.

Table with 5 columns: Name, Title, SSN #, Address, Home Phone

Monthly Credit Limit Request \$ Annual Wine Case Vol Annual Rev \$

REFERENCES: (Please List Cork, Barrel, Label, Packaging Suppliers Only as Reference-No Glass Companies)

Table with 5 columns: Company Name, Address, Contact, Phone, Fax

BANK NAME Branch Officer Address City State Zip

Account Number(s) Phone Fax

TERMS: The undersigned Customer represents and warrants that the above information and any additional information provided by Customer or its agents or representatives to Trilogly Glass and Packaging, Inc. ("Trilogly") is true and correct in all material respects.

PERSONAL GUARANTEE: The undersigned Guarantor hereby unconditionally and absolutely guarantees to Trilogly, its successors and assigns, the full and timely payment of all amounts due or owing at any time under any credit arrangement, sales transaction, account, supply agreement or any other agreement or transaction between Customer and Trilogly (together with any amendments, modifications, extensions, or renewals thereto from time to time, such arrangements, transactions, accounts or agreements are collectively or separately referred to herein as a "Supply Agreement")

**CREDIT APPLICATION & AGREEMENT**



Guarantor authorizes Trilogy, without notice or demand and without affecting Guarantor’s liability under this Guaranty, to amend, alter, modify, renew or extend any terms or provisions of any Supply Agreement at any time without notice to Guarantor. This Guaranty shall not be affected by Trilogy’s failure to enforce or delay in enforcement of any of its rights under any Supply Agreement, hereunder or otherwise.

If Customer defaults under any Supply Agreement, Trilogy may proceed immediately against Guarantor or Customer, or both, or may enforce against Guarantor or Customer, or both, any rights that Trilogy has under any Supply Agreement or any other obligation. The rights of Trilogy against Guarantor shall survive and apply to any rights arising or existing after expiration or termination of any Supply Agreement. Guarantor expressly agrees that its obligations hereunder shall not be terminated, affected or impaired by the release of the Customer from any of its obligations under any or all Supply Agreement(s), by operation of law or otherwise, including, without limitation, the rejection of any Supply Agreement in a bankruptcy proceeding.

The obligations of Guarantor hereunder are primary and are independent of the obligations of Customer. A separate action may, at Trilogy’s option, be brought and prosecuted against Guarantor, whether or not any action is first or subsequently brought against Customer or whether or not Customer is joined in any action. Guarantor waives any right to (a) require Trilogy to proceed against Customer or any other person or entity or pursue any other remedy in Trilogy’s power; (b) complain of delay in the enforcement of Trilogy’s rights under any Supply Agreement; or (c) require Trilogy to proceed against or exhaust any security held from Customer, Guarantor or any other person. Trilogy may proceed against any one or more guarantors without proceeding against the others, and may release any guarantor or any security deposit, security interest or letter of credit without releasing any other guarantor. Guarantor waives any defense arising by reason of any disability or other defense of Customer, and Guarantor waives all demands upon and notices to Customer and to Guarantor, including, without limitation, demands for performance, notice of non-performance, notice of non-payment, protest, notice of protest, notice of dishonor, and notice of acceptance of this Guaranty. Guarantor waives all suretyship defenses.

This Guaranty shall remain in full force notwithstanding the appointment of a receiver to take possession of all or substantially all of the assets of Customer, or an assignment by Customer for the benefit of creditors, or any action taken or suffered by Customer under any insolvency, bankruptcy, reorganization, moratorium, or other debt relief act or statute, whether now existing or later amended or enacted, or the disaffirmance of any Supply Agreement in any action or otherwise.

This Guaranty shall be binding upon Guarantor and Guarantor’s successors and assigns and shall inure to the benefit of Trilogy and Trilogy’s successors and assigns.

In addition to the amounts and other obligations guaranteed hereunder, Guarantor agrees to pay Trilogy’s reasonable attorneys fees and all other costs and expenses incurred by Trilogy in enforcing this Guaranty or the obligations of Customer in any action or proceeding arising out of or relating to such matters. This Guaranty shall be governed by California law, and venue for any litigation arising from this Guaranty shall be in any court of competent jurisdiction located in the County of Sonoma or County of San Francisco, State of California.

The terms and provisions of this Guaranty may not be waived, altered, modified or amended except in a writing signed by Trilogy and Guarantor. If any of the provisions of this Guaranty shall contravene or be held invalid under the applicable laws of any jurisdiction, this Guaranty shall be construed as if it did not contain those provisions, and the rights and obligations of the parties shall be construed and enforced accordingly, so as to accomplish the purposes and intentions of this Guaranty.

**OWNER/GUARANTOR:**

Signed by \_\_\_\_\_  
Signature (Owner) Please Print Name Date

**CUSTOMER NAME** \_\_\_\_\_

Signed by \_\_\_\_\_  
Signature (Owner/Officer) Please Print Name and Title Date

**This document must be signed by owner(s) and/or officer(s) of the Customer.  
Both signature lines must be signed**

975 Corporate Center Pkwy #120 Santa Rosa, CA 95407 Tel 707-566-9000 Fax 707-540-7789  
Sales Office: 601 4th St. San Francisco, CA. 94107