Ford's Gourmet Foods – International Sales Agreement – FOR STORES & DISTRIBUTORS

THIS FORM MUST BE FILLED OUT & SIGNED BEFORE YOUR FIRST OR NEXT ORDER IS PROCESSED.

Name of Business_____ How long in business?_____
DBA_____ Federal ID or VAT #_____
Business Address_____ City_____ ST____ Post Code_____ Country ____
Business Phone_____ Fax_____ Email_____

LIST OWNERS, PARTNERS OR OFFICERS IF CORPORATION: Indicate 1.President 2.Vice President 3.Treasurer 4.Secretary

Name_____ Home Address_____ Phone_____ Title_____
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HOW DO WE SHIP TO YOU? 1. You Pick Up___ 2. Your Freight Company Name_____
PAYMENT TERMS 1. Prepaid Orders 100% BY BANK WIRE.
PRICES are US Dollars Ex-works our dock in Raleigh, NC USA.
COD - All Orders are PREPAID ONLY. No Deductions Allowed.
CREDIT CARD PAYMENTS - May not use credit cards.

ACQUISITIONS/MERGERS/BUY OUTS/SELL OUTS/CONSOLIDATIONS/AND ALL OTHER TRANSFERS/CORRESPOND
Our sales and/or credit agreement is only with your company. Should your company enter into an agreement to ACQUIRE, MERGE, BUY OUT/ SELL OUT/CONSOLIDATE / AND / OR ANY OTHER TYPE OF TRANSFER with another company and an outstanding invoice exists with our company; you will pay our invoices prior to any agreement with other company. You will not transfer our products as assets if any monies are owed to us for that product. We must authorize any new company to carry our products and they must enter into an agreement only with us. This form must be included in any due diligence review. Any dispute arising out of this agreement shall be governed by the laws of the State of North Carolina USA. Applicant(s) and principals(s) agree(s) as evidenced by their signature(s) below that commencement of any action shall be brought in Wake County, NC unless otherwise required by the laws of the State of North Carolina USA. The applicant agrees, as evidenced by the signature found below, to pay for all purchases according to the terms and conditions as set out in this Agreement and in the invoices, inclusive of any subsequent revisions to the terms and conditions, issued by Ford's Fancy Fruits, and said terms shall become part of any sales agreement, purchase orders or other documents unless specifically approved in writing by Ford's Fancy Fruits. The applicant further agrees to pay all invoices and amounts owed, including but not limited to dishonored payment instruments, in accordance with the terms and conditions printed on each. In the event it becomes necessary to place an account with an outside collection agency, or attorney, for collection, suit or other legal action, the applicant agrees to pay all cost of such proceedings, including reasonable attorney fees in US Dollars. You agree to allow us to correspond / contact you and your company's agents freely by means of fax, email, telephone and any other means of communication for any reason we deem necessary. If any conditions of this agreement are not met it will not void other conditions in this agreement.

I agree, _____.

Your signature is required here AND also down below.

YOUR SHIPPING REQUIREMENTS - We will always try to ship correctly per your instructions, but if we make an error – we will still expect to receive full payment for ordered product signed for Ex-works Raleigh, NC USA by your freight carrier. We will not pay penalties of any kind. If you require penalties to be paid we will not be able to sell to you. You must report freight damages upon delivery to your freight carrier on Bills of Laden and/or Shipping Documentation. You must handle YOUR freight carrier claims. You are responsible for all transit delays, risks, duties, taxes, tariffs, insurances and all other costs.
DEDUCTIONS & SAMPLES are not allowed unless prior approval is arranged with our office.
WE DO NOT PAY SLOTTING/SHELVING FEES.
WE STAND BEHIND OUR PRODUCTS 100 %, but we do require products be returned to us for quality control and inspection before adjustments can be made on your account. We issue call tags or arrange a return channel for you.

BILL TO:_____
Company Name Phone Number - Extension Fax Number
_____
Street Address City State Postal Code Country
SHIP TO:_____
Street Address City State Postal Code Country
BY: _____
Authorized Signature Title Print Your Name Date

Thank You. We hope our products will be among "Your Best Sellers" & We look forward to working with you.
Phone 001.919.833.7647 ~ Fax 001.919.821.5781