



258 A Street #113, Ashland OR 97520

Attention: Credit Department, Purchasing Department & Accounts Payable Department

Re: Organic Produce Warehouse Terms and Conditions

Thank you for your interest in doing business with Organic Produce Warehouse. This letter clearly outlines our terms of sale and provides an open channel of communication between our Accounts Receivable Department and your Accounts Payable Department. To accomplish this goal, we would appreciate that you read this letter thoroughly, designate a contact person for accounts payable, and fax us a signed copy prior to your first delivery. If you have any questions or concerns, please contact: Tom at (541) 201-0985.

1. Payment terms are **14 days** from invoice date unless other arrangements are made.
2. Product is sold subject to the statutory trust authorized by section 5(c) of the PACA 1930 (7U.S.C.499e(c)).
3. Organic Produce Warehouse retains a trust claim over all commodities, all inventories of food and other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until payment is received in full.
4. Customary business practice is that all invoices are paid according to the terms agreed, therefore any invoices over 30 days past due are subject to a finance charge of 1.5% per month or 18% per year.
5. Be aware that in the event any legal action must be taken to recover unpaid balances, all late fees and collection costs including attorney fees and court costs will be added.

In order to receive credit for product quality or shortages the following procedures must be followed:

1. If you perceive a problem with the product we have shipped you, we must be notified immediately. At the point of receipt all claims must be noted by the receiver. Subsequently, within 48 hours, the claim needs to be communicated to your sales rep and they will issue a credit for the product as necessary. Payment deductions for unauthorized credits will be considered amounts still owing.
2. Once this credit has been issued, it may be used in conjunction with payment for the credited order. Credit memo numbers must be clearly stated on your payment remittance so that we can properly apply your payment/credit.
3. Taking unauthorized credits could put your account in past due status.

Our intention is to take care of our customers. In the event there is an unnoticed issue we will do our best to work with you to solve the problem. You are very important to our business.

Your signature indicates that you understand and agree to the above terms and conditions.

_____/____/____	____/____/____
Signature	Date
____	____
Printed Name	Title



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Please complete this application completely to avoid delay in processing your account. The data you record is verified, so please print clearly. All information will be treated confidentially.

Person completing this form: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Trade Name (if different from above): \_\_\_\_\_

Delivery Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_

Accounts Payable Manager: \_\_\_\_\_

Accounts Payable Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Suggested Credit Limit: \_\_\_\_\_ Terms: Net 14 days

#### Type of Organization

☐ Corporation

☐ LLC

☐ Partnership

☐ Other

#### Trade References

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_