



New Supplier Review Procedure

Please note the following procedure for reviewing potential new suppliers and products for distribution in Reliant Foodservice Distributor warehouse.

The following information is to be mailed, faxed or emailed. Once reviewed, the appropriate category manager will follow back on the new supplier process.

Reliant Foodservice / New Supplier Information

26090 Ynez Rd., Ste. B

Temecula, CA 92591

Email - newvendor@reliantfoods.com

Fax 951-296-1041

The Supplier Review Process must include the following:

- Price list to include wholesale, SRP and distributor pricing
- Live samples (*samples will not be returned*)
- Attached New Vendor Information forms filled out and returned.
- Sell sheets, literature and/or product information.
- Mandatory Marketing commitment for new suppliers is 2 quarters at the Gold Star Level of \$1584 to be prepaid by check 2 months prior to approved introductory month.

Marketing commitment includes: Please see attached Vendor Marketing Plan.

Upon review, the Category Manager will follow up with a decline or an approval letter with further information.

Thank you,

Reliant Foodservice



26090 YNEZ RD. #B * TEMECULA, CA 92591
Tel (951) 296-1040 Fax (951) 296-1041

VENDOR PROFILE FORM

Company Name: _____

Brand Name(s): _____

Payment Address: _____

Telephone #: () _____ Fax #: () _____

Website Address: _____

Owner/Contact Name(s): _____

Sales Contact: _____ Phone: () _____

E-mail Address: _____ Fax: () _____

A/R Contact: _____ Phone: () _____

E-mail Address: _____ Fax: () _____

A/P Contact: _____ Phone: () _____

E-mail Address: _____ Fax: () _____

Credit Dept. Contact: _____ Phone: () _____

E-mail Address: _____ Fax: () _____

Warehouse/Shipping Contact: _____ Phone: () _____

E-mail Address: _____ Fax: () _____

ACCOUNT INFORMATION

Payment Terms: _____ Credit Limit: _____

Criteria for Discounts: _____

AUTHORIZED REPRESENTATIVE

Please sign below acknowledging that you are an authorized representative of the Company and that all provided information is correct. You agree to notify Reliant Foodservice of changes to any information provided.

Signature _____ Title _____

Print Name _____ Date _____

VENDOR PROFILE FORM

LIABILITY INSURANCE INFORMATION

We require to be named as Certificate Holders on your product liability insurance policy. Please confirm that your agent has sent us a certificate before shipping any order.

Liability Carrier _____

Liability Amount _____

BROKER INFORMATION

Company Name _____ Contact: _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____ Email _____

- What do you consider your primary market (i.e. gourmet, natural, supermarket, juice smoothie, coffee house)?

- Who do you consider your closest competitor?

- What are the unique selling points of your product?

- Who has been the most successful retailer of you products?

- Do any other distributors currently carry any of your products in Southern California?

DISTRIBUTOR	ITEM	PRICE

Vendor Return Agreement

This Vendor Return Agreement is made this ____ day of _____ 20____, between Reliant Foodservice and _____, (Vendor) to document the agreement and understanding of Reliant Foodservice and Vendor regarding the return of products ordered by Reliant Foodservice from Vendor.

Reliant Foodservice is in the food distribution and marketing business and desires to order products from Vendor for sale and distribution to Reliant Foodservice customers.

Vendor is in the business of manufacturing or otherwise selling food related products to distributors such as Reliant Foodservice, and is desirous of selling Vendor's products to Reliant Foodservice.

Reliant Foodservice and Vendor agree that the purchase and sale of food and food related products between them shall be subject to and governed by the terms of this Agreement.

1. Both parties to this Agreement contemplate and understand that there may be items or products ordered or purchased by Reliant Foodservice from Vendor that Reliant Foodservice may need or desire to return to Vendor. It is specifically agreed that any such items or products that are returned by Reliant Foodservice to Vendor shall result in a credit being issued to Reliant Foodservice's account with Vendor in the amount of the purchase price to Reliant Foodservice of such returned items or products.
2. In the event that Reliant Foodservice has no outstanding invoices with Vendor against which a credit may be issued, then Vendor shall promptly remit to Reliant Foodservice payment in the amount of the purchase price to Reliant Foodservice of such returned items or products.
3. If it becomes necessary for Reliant Foodservice to hire or retain an attorney for assistance in collecting any credit amount due from Vendor, then Vendor agrees to pay to Reliant Foodservice, in addition to the credit amount due, all attorney fees and court costs associated with the collection of such credit amounts by Reliant Foodservice.
4. Any credit due from Vendor to Reliant Foodservice that is not issued against an invoice, or paid to Reliant Foodservice, within thirty (30) days from the date the product is returned by Reliant Foodservice to Vendor, shall bear interest at the rate of twelve percent (12%) per annum from return date until paid.
5. Vendor hereby submits to jurisdiction in the Riverside County Court, State of California, with respect to any claims or suits brought by Reliant Foodservice as a result of or arising out of this Agreement.

The parties acknowledge their agreement to the terms and conditions set forth above by their respective signatures below.

RELIANT FOODSERVICE

VENDOR

Name: _____

By: _____

By: _____

Title: _____

Title: _____

Hold Harmless Agreement and Guaranty/Warranty of Product

Reliant Foodservice and/or its Affiliates
26090 Ynez Rd., Ste. B
Temecula, CA 92591

Gentlemen:

The undersigned person or entity ("*Seller*"), for value received, hereby represents and agrees as follows:

1. The articles contained in any shipment or delivery made by Seller, its subsidiaries or divisions (a "*Product*") made to or on the order of Reliant Foodservice, its subsidiaries, affiliates or divisions (collectively referred to as "*Buyer*") are hereby guaranteed, as of the date of such shipment or delivery,

for Product other than meat and poultry, (a) to not be adulterated or misbranded within the meaning of the Federal Food, Drug and cosmetic Act (the "*Act*"), and (b) to not be an article which cannot be introduced into interstate commerce under the provisions of Sections 404 and 505 of the Act;

for meat and poultry Product only, (c) not to be adulterated or misbranded within the meaning of the Federal Meat Inspection Act and the Poultry Products Inspection Acts, and (d) is not an article which cannot be introduced into interstate commerce under said Acts; and

for all Product, (e) to be fit for human consumption, and (f) to be in compliance with all applicable federal, state and local laws.

2. Seller agrees to defend, indemnify and hold harmless Buyer and its employees, agents, representatives, directors and customers (individually, an "*Indemnitee* ") from all actions, suits, claims, demands, and proceedings ("*Claims*"), and any judgments, damages, losses, debts, liabilities, penalties, fines, costs and expenses (including reasonable attorneys' fees) resulting therefrom, including but not limited to enforcement of the terms of this Hold Harmless Agreement and Guaranty/Warranty of Product ("*Agreement and Guaranty*"), whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law and/or any similar cause whatsoever:

(i) brought or commenced by federal, state or local governmental authorities against any Indemnitee alleging that any Product shipped or delivered by Seller to or on the order of Buyer did not, as of the date of delivery, meet the guaranty set forth in Paragraph 1; or

(ii) brought or commenced by any employee (statutory or other), agent, representative, officer and director of Seller or its contractors and subcontractors for personal injury, death or loss or damage of property arising out of or alleged to have arisen out of any occurrence or alleged occurrence on owned, leased, permanent, or temporary property or premises of Buyer, whether or not such Claims are caused or alleged to be caused by the joint and/or concurrent negligence of Buyer, provided, however, that Seller's indemnification obligation shall not apply to the extent that Claims are caused by the sole negligence of Buyer; or

(iii) brought or commenced by any person or entity against any Indemnitee for the recovery of damages, including but not limited to, the injury, illness and/or death of any person, or loss or damage of property, arising out of or alleged to have arisen out of (a) the delivery, sale, resale, labeling, use or consumption of any Product, or (b) the negligent acts or omissions of Seller; provided, however, that Seller's indemnification obligations hereunder shall not apply to the extent that Claims are caused by the negligence of the Indemnitee seeking indemnification. Notwithstanding the foregoing limitation on Seller's indemnification obligations, Seller shall defend each Indemnitee for all Claims until such time as a preponderance of the evidence exists that the Claims are caused by the negligence of such Indemnitee; provided however, that Seller's defense obligations with respect to the remaining Indemnitees shall continue until terminated as provided in this sentence.

Seller initial _____

Seller's agreement to maintain and provide insurance on behalf of Buyer under Paragraph 3 is a result of the requirement for indemnity and defense outlined in Paragraph 2. Indemnitee shall notify Seller promptly of the service of process or the receipt of actual notice of any Claim. Seller shall have a reasonable opportunity to defend against such Claim, at the Seller's sole expense and through legal counsel reasonably acceptable to the Indemnitees, provided that Seller proceeds in good faith, expeditiously and diligently, and provided further that such defense by Seller shall not jeopardize Indemnitees' defenses to such Claim. Each Indemnitee shall, at its option and expense, have the right to participate in any defense undertaken by Seller with legal counsel of its own selection. The Indemnitees shall provide Seller with reasonable cooperation in Seller's investigation and defense of any Claim, at the Seller's expense.

3. Seller agrees to maintain in effect insurance coverage with reputable insurance companies covering worker's compensation and employers' liability, automobile liability, commercial general liability, including product liability and excess liability, all with such limits as are sufficient in Buyer's reasonable judgment, to protect Seller and Buyer from the liabilities insured against by such coverage's, and, upon request of Buyer, Seller shall promptly furnish complete certified copies of all of Supplier's insurance policies, including all endorsements, evidencing such coverage's. Seller's insurance described herein shall be primary and not contributory with Buyer's insurance. Seller shall furnish a certificate evidencing the obligation of its insurance carriers not to cancel or materially amend such policies without thirty (30) days prior written notice to Buyer. In addition, Buyer shall be named as an additional insured with respect to (i) the commercial general liability policy including products liability, using form CG 20 15 Broad Form Vendor's Endorsement or its equivalent, (ii) the automobile liability policy, and (iii) excess/umbrella liability policies by way of following-form provisions or otherwise. All policies shall provide waivers of subrogation in favor of Buyer. The obligation to provide insurance set forth in this paragraph is separate and independent of all other obligations contained in this Agreement and Guaranty.

4. If any portion of this Agreement and Guaranty is ruled invalid for any reason, such ruling shall not affect the other portions of this Agreement and Guaranty, and all remaining covenants, terms and condition of this Agreement and Guaranty shall remain in full force and effect. Seller agrees that any State or Federal Court in any jurisdiction in which Buyer purchases or distributes any Products shall be a proper (but not exclusive) place of venue for any Claims, and Seller further irrevocably waives any claim that any such court lacks jurisdiction over it and agrees not to plead or claim, in any legal action or proceeding with respect to a Claim brought in any of the aforesaid courts, that any such court lacks jurisdiction over it or that such court is located in an inconvenient forum.

5. This Agreement and Guaranty is continuing and shall be in full force and effect and shall be binding upon Seller with respect to each and every Product shipped or delivered to or on the order of Buyer by the Seller before the receipt of the Buyer of written notice of revocation thereof. In the event Seller (i) sells or transfers substantially all of its assets or the assets of any of its subsidiaries or (ii) sells or transfers a controlling equity interest in Seller or any such subsidiary, including, but not limited to, a sale of, in the case of a corporation, of the issued and outstanding equity securities representing greater than fifty percent (50%) of the voting power in the election of directors (in the case of either (i) or (ii), a "Change of Control"), THIS Agreement and Guaranty shall remain in full force and effect and shall be binding upon Seller with respect to any Product shipped or delivered to or on the order of Buyer by Seller or any such subsidiary prior to the later of (x) receipt by Buyer of written notice of the Change of Control (y) the effective date of the Change of Control.

6. This Agreement and Guaranty constitutes the final, complete and exclusive agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, written or oral, between the parties with respect thereto, and supersedes any form guaranty, warranty or other indemnification tendered by Seller, whether before or after the date hereof.

Dated this _____ day of _____, 2_____

Name of Company, Seller

Signature of Authorized Officer and Title

City, State and Zip Code

Hold Harmless Agreement Explanation

Reliant Foodservice's hold harmless agreement (HHA) consists of three sections. The first section is a food and product guaranty. The second section is the indemnification section. The third section addresses insurance requirement.

The first section states that any item delivered to Reliant Foodservice will not be adulterated, or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act. (the "Act"). It also states the article is not prohibited from being introduced into interstate commerce under sections 404 and 505 of the Act, and the product is in compliance with all applicable federal, state, and local laws. By giving this wording to Reliant Foodservice, the vendor is stating that their product is not in violation of federal, state, and local laws.

The second section is the indemnification section, where the vendor promises to defend, indemnify and hold harmless Reliant Foodservice for:

- Claims due to any product not meeting any federal, state or local law.
- Claims due to the use or consumption of the product.

This would cover claims not due to negligent acts or omissions. An example would be if a customer shook a carbonated drink, and then opened the bottle, and the cap flew off and injured someone in the eye. The vendor was not negligent, nor did the vendor omit anything, but there is a potential for a claim. Another example would be a claim for salmonella poisoning from eggs.

- Claims due to negligent acts or omissions of the vendor.

Claims due to the negligent acts or omissions of the vendor would cover any claims where the vendor was at fault, such as claims due to bad food product due to dirty equipment or spoiled product. The HHA states the vendor's indemnification shall not apply to the extent that the claim was caused by the negligent acts of Reliant Foodservice. The wording asks vendors to stand by their products when claims arise due to a faulty product or the vendor's negligent acts.

The third section deals with insurance requirements, additional Insured endorsement and waiver of subrogation. Reliant Foodservice asks the vendor to have insurance that is adequate in Reliant Foodservice's judgment to protect both the vendor and Reliant Foodservice from potential claims. Reliant Foodservice requests 30 days notice of any changes to the policy, to be named an additional insured using Form CG2026 (Designated Person of Organization Endorsement) and to be given a waiver of subrogation. By agreeing to this wording, the vendor has not given Reliant Foodservice the additional insured endorsement, but has promised to give us this contractual wording. If a claim should be filed and the vendor's current certificate of insurance did not include the additional insured endorsement, this agreement cannot make the vendor's insurance company give Reliant Foodservice the additional insured endorsement. However, Reliant Foodservice could sue the vendor for breach of contract. Obviously, it is better to be able to automatically turn to the insurance carrier and not have to sue. The agreement also states that the seller and the insurance shall be primary. This means that all of the available insurance coverage of the seller will be used, before Reliant Foodservice's insurance coverage is used.



26090 YNEZ RD. #B * TEMECULA, CA 92591
 Tel (951) 296-1040 Fax (951) 296-1041

NEW ITEM REQUEST FORM

VENDOR: _____

VPN #	DESCRIPTION	COST	COST LEVELS	WEIGHT	HEIGHT	WIDTH	LENGTH

DO NOT WRITE BELOW THIS LINE. FOR RELIANT FOODSERVICE USE ONLY

ITEM #	SUBITEM OF:
<u>PURCHASE DESCRIPTION</u>	<u>SALES DESCRIPTION</u>
U/M PURCHASED:	U/M SOLD:
SALES PRICE:	TAX CODE: TAXABLE _____ NON _____