A&A FOOD SERVICE, INC. 1370 W. 9th Street, Upland, CA 91786 · (909) 981-2980 · AR@AAFOODSERVICE.COM

New Customer Packet

Thank you for choosing A&A Food Service. This packet opens your account. Fill in the forms on pages 2–7 and send them back to us; pages 8–10 are yours to keep.

PAGES TO FILL OUT AND RETURN

Page 2	**Account Information** — Everyone. Sign at the bottom.
Pages 3–6	**Credit Application** — Only if you want credit terms. Three signatures: credit report authorization (p. 4), applicant (p. 5), and personal guarantee (p. 6).
Page 7	**ACH Authorization** — Only if you want payments debited from your bank account. Do not email this page.

PAGES TO KEEP

Page 8 How to order · **Page 9** Payment options and credit approval · **Page 10** Terms and Conditions of Sale

HOW TO RETURN IT

Your sales representative can fill this in with you on a tablet and send it for you. Otherwise, fill in the forms on your computer and email them to **AR@AAFOODSERVICE.COM**, or print them and mail to 1370 W. 9th Street, Upland, CA 91786, ATT: Credit Department.

The ACH Authorization contains your bank account and routing numbers. Please do not email it. Mail it, hand it to your sales representative, or call us and we will take the information by phone.

WHAT HAPPENS NEXT

- We set up your account by the next business day and email your account number and online ordering login.
- Deliveries are COD (check or cash to the driver) until your credit terms are approved.
- If you applied for terms, we decide within 5 business days and send an approval letter with your terms and credit limit.

CONTACT US

Office: (909) 981-2980 · Fax: (909) 946-2849

Orders: orders@aafoodservice.com · Accounts Receivable: AR@aafoodservice.com · Sales: sales@aafoodservice.com

Online ordering: www.aafoodservice.com · 1370 W. 9th Street, Upland, CA 91786

SECTION 1 — ACCOUNT INFORMATION

Every new customer completes this page

DATE | A&A SALES REPRESENTATIVE

BUSINESS

LEGAL BUSINESS NAME | (DBA) TRADE NAME

SELLER'S PERMIT # | YEARS IN BUSINESS | BUSINESS PHONE

Type: ☐ Proprietorship ☐ Partnership ☐ Limited partnership ☐ Corporation ☐ LLC ☐ Non-profit

DELIVERY

DELIVERY ADDRESS | CITY, STATE, ZIP

Delivery days: ☐ Mon ☐ Tue ☐ Thu ☐ Fri ☐ Sat

RECEIVING HOURS | DELIVERY INSTRUCTIONS (BACK DOOR, GATE CODE, ETC.)

BILLING

BILLING ADDRESS (IF DIFFERENT) | CITY, STATE, ZIP

ACCOUNTS PAYABLE CONTACT | AP PHONE | AP EMAIL (INVOICES AND STATEMENTS)

CONTACTS AND ONLINE ORDERING

OWNER / GENERAL MANAGER | PHONE | EMAIL

CHEF / PURCHASING CONTACT | PHONE | EMAIL

We email each person below a link to set up their online ordering login. Please do not write passwords here.

ONLINE ORDERING USER (1) | EMAIL

ONLINE ORDERING USER (2) | EMAIL

HOW YOU WILL PAY

☐ COD — check or cash to the driver ☐ Credit terms (complete Section 2) ☐ ACH bank debit (complete page 7)

Deliveries are COD until credit terms are approved.

The information above is correct, and I have received A&A Food Service's Terms and Conditions of Sale (page 10).

PRINT NAME AND TITLE | SIGNATURE | DATE

SECTION 2 — CREDIT APPLICATION

Only if you want credit terms

Complete this section in full if you would like credit terms. Business name, addresses, and contacts are taken from Section 1. After reading the Application Terms and Conditions, sign where indicated (pages 4, 5, and 6).

Do not write card numbers, Social Security numbers, or bank account numbers on this form. A&A will never ask for them by email.

APPLICANT (LEGAL BUSINESS NAME, AS IN SECTION 1)

BUSINESS INFORMATION

LENGTH OF OWNERSHIP | PURCHASE DATE (IF NEW OWNERS) | BUILDING OWNER'S NAME

New owners? ☐ Yes ☐ No

Building / facilities: ☐ Own ☐ Lease

INDIVIDUAL PROPRIETORS, GENERAL PARTNERS, OR CORPORATE OFFICERS

NAME AND TITLE (1) | PHONE NUMBER

HOME ADDRESS | CITY, STATE, ZIP

NAME AND TITLE (2) | PHONE NUMBER

HOME ADDRESS | CITY, STATE, ZIP

GENERAL INFORMATION

WEEKLY PURCHASES ($) | MONTHLY SALES VOLUME ($) | AMOUNT OF CREDIT DESIRED ($)

Terms requested: ☐ C.O.D. ☐ Net 7 ☐ Net 14 ☐ Net 30

All terms are counted in days from delivery. Terms on perishable agricultural commodities will not exceed 30 days. Approved terms are printed on every invoice.

BANK INFORMATION

BANK NAME

BRANCH PHONE

ADDRESS

CITY, STATE, ZIP

TRADE REFERENCES (FOOD DISTRIBUTORS PREFERRED)

BUSINESS NAME (1) | PHONE NUMBER | ACCOUNT NUMBER WITH THEM

BUSINESS NAME (2) | PHONE NUMBER | ACCOUNT NUMBER WITH THEM

BUSINESS NAME (3) | PHONE NUMBER | ACCOUNT NUMBER WITH THEM

AUTHORIZATION FOR CREDIT REPORT

The undersigned is executing this Authorization for Credit Report individually for the purpose of authorizing A&A to obtain a consumer credit report from time to time on the undersigned individual(s) through credit and consumer reporting agencies or other sources, in order to further evaluate the creditworthiness of such individual in connection with the credit evaluation process and the proposed extension of business credit to the Applicant. The undersigned, as an individual, hereby knowingly consents to the use of such credit report in accordance with the federal Fair Credit Reporting Act as contained in 15 U.S.C. § 1681 et seq., as amended from time to time.

PRINT NAME | SIGNATURE | DATE

PACA TRUST NOTICE

The perishable agricultural commodities listed on invoices are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Payment terms for perishable agricultural commodities are the terms selected on this Application, counted in days from acceptance of the goods, and in no case exceed 30 days. This Application constitutes the written agreement to those terms.

TERMS AND CONDITIONS

This Customer Account Application ("Application") is made to A&A Food Service Co. ("A&A") for the purpose of inducing A&A to extend credit accommodations to the Applicant named below, and in accordance with the following terms:

1. Upon approval of this Application, A&A, in its sole discretion, and notwithstanding any request of Applicant, shall have the right to terminate Applicant's credit privileges under this Application at any time without prior notice to Applicant, except as otherwise provided by law.

2. All purchases by Applicant of goods and/or services from A&A will be made in accordance with the terms and conditions of this Application and any invoices and/or other documents evidencing Applicant's obligations to A&A, all of which are incorporated herein by this reference.

3. The entire outstanding balance due to A&A on all invoices shall become due in full immediately upon default in the payment of any invoice. Applicant agrees to pay interest in the amount of 1.5% per month, or the highest rate permitted by law, whichever is less, on any past due amounts until collected, and Applicant agrees to pay all costs of collection incurred by A&A, including attorney's fees and expenses, should default in payment or any other obligation of Applicant to A&A occur.

4. If this Application is not fully approved or if any other adverse action is taken with respect to A&A, Applicant has the right to request within 60 days of A&A's notification of such adverse action a statement of specific reasons, which statement will be provided within 30 days of said request. To obtain the statement of specific reasons, please contact our credit department. The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.

5. This Application and all transactions between Applicant and A&A shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflicts of law provisions. Venue for all actions and proceedings arising from, relating to or in connection with this Application shall lie exclusively in San Bernardino County, California.

6. If Applicant ceases doing business with A&A for any reason, Applicant will immediately purchase from A&A all remaining proprietary/special order items in A&A's inventory.

7. Claims regarding the quantity, quality, or price of perishable agricultural commodities must be reported to A&A by phone, email, or photograph within twenty-four (24) hours of delivery; claims regarding all other goods within three (3) business days of delivery. Applicant will hold the product for inspection. A&A shall not be responsible for nonconformity not reported within these periods. Where A&A has offered a first-order guarantee in writing, that guarantee applies as stated.

8. Except as to quantity of goods ordered, no terms and conditions set forth in any purchase order or other form of Applicant will apply to sales by A&A to Applicant.

9. Applicant shall pay A&A a service charge of $35.00 for all checks returned by Applicant's bank.

10. The undersigned Purchaser acknowledges that this document authorizes the Seller or its agents or assigns to sign and execute on its behalf any and all necessary documents to make public for U.C.C. filing purposes this sales transaction.

The approximate initial amount of credit that Applicant requires per month shall not be binding upon A&A, nor shall A&A incur liability by granting, reducing, increasing, or refusing such amount. Applicant hereby certifies that the information furnished under this Application and any other financial statements furnished in connection herewith is true and correct and that this information is being furnished to A&A for the purpose of inducing A&A to extend credit to Applicant, and understands that A&A intends to rely upon such information. Applicant understands and agrees to be bound by the above terms and all invoices and other documents furnished by A&A from time to time, all of which are incorporated herein by reference, and to advise A&A of any material change in the information provided herein, including but not limited to, change of ownership, address, or telephone number. Applicant understands that A&A will retain this Application whether or not it is approved.

APPLICANT (FULL FIRM NAME)

BY AUTHORIZED AGENT (PRINTED NAME AND TITLE) | SIGNATURE | DATE

INDIVIDUAL PERSONAL GUARANTEE

The undersigned ("Guarantor"), having a financial interest in Applicant, and benefiting from the transaction contemplated by this Application, hereby personally guarantees the payment by Applicant to A&A of all amounts due and owing now, and from time to time hereafter from Applicant to A&A. Guarantor expressly waives notice from A&A of its acceptance and reliance on the Guarantee, notice of sales made to Applicant, and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified, or impaired upon the happening, from time to time, of any event. No set-off, counterclaim or reduction of any obligation, or any defense of any kind or nature which Guarantor has or may have against Applicant or A&A shall be available hereunder to Guarantor against A&A. In the event of a default by Applicant on its obligations to A&A, A&A may proceed directly to enforce its rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with or exhausting any other remedies. Guarantor, in consideration of A&A extending financial accommodation to Applicant, hereby waives and relinquishes any rights of indemnification, contribution, reimbursement or exoneration which may be asserted against Applicant if Guarantor performs his or her obligations under this Guarantee, and Guarantor understands the benefits of such rights. Guarantor agrees to pay all fees, costs, and expenses, including reasonable attorney's fees, which may be incurred by A&A enforcing this Guarantee or protecting its rights following any default on the part of Guarantor. This Guarantee shall be binding upon Guarantor and Guarantor's heirs, successors, assigns, representatives, and survivors, and shall inure to the benefit of A&A and its affiliates and may be assigned by A&A without notice to Guarantor. This Guarantee shall be governed by and interpreted under the laws of the State of California, without regard to its conflicts of law provisions. Guarantor and A&A irrevocably consent and submit to the jurisdiction of the state and federal courts located in San Bernardino County, California, with regard to any actions or proceedings arising from, relating to or in connection with the Liabilities and this Guarantee. If executed by more than one, the obligations of Guarantor shall be joint and several and all references to the singular shall be deemed in the plural.

GUARANTOR 1 PRINT NAME	SIGNATURE	DATE

GUARANTOR 2 PRINT NAME	SIGNATURE	DATE

FOR A&A USE ONLY

CUSTOMER #	APPROVED TERMS	CREDIT LIMIT	APPROVED BY / DATE

A&A FOOD SERVICE, INC. 1370 W. 9th Street, Upland, CA 91786 · (909) 981-2980 · AR@AAFOODSERVICE.COM

CUSTOMER ACH AUTHORIZATION

Optional. Complete only if you would like payments debited automatically from your bank account. **This page contains bank account numbers. Do not email it.** Mail it, hand it to your sales representative, or call (909) 981-2980 and we will take the information by phone.

CUSTOMER INFORMATION

COMPANY NAME | CUSTOMER #

ADDRESS | CITY, STATE, ZIP

ACCOUNTS RECEIVABLE CONTACT | PHONE | FAX

EMAIL

BANK INFORMATION

Type of account: ☐ Checking ☐ Savings

BANK NAME | BRANCH

CITY | STATE | ZIP

ROUTING # | ACCOUNT #

WHEN TO DEBIT (CHECK ONE, SUBJECT TO APPROVED TERMS)

☐ Day of delivery ☐ Every Monday ☐ On the due date of my approved terms

IF THIS IS AN AGREED PAYMENT PLAN, APPROVED AMOUNT ($)

This authorization will remain in effect until A&A Food Service, Inc. receives written notice from the customer of its termination, with sufficient time to act on it.

I (we) hereby authorize A&A Food Service, Inc. to initiate debits from my (our) bank account listed above at the financial institution named above. I am an authorized signer on the account named above for the ACH payments.

NAME | TITLE

SIGNATURE | DATE

HOW TO ORDER

Orders may be placed **24 hours a day** by phone, email, or online. Your online ordering login is set up from the Account Information page. **Place orders by 10:00 p.m. for next-day delivery.**

Office hours	8:00 a.m. – 5:00 p.m. Monday – Friday · 8:00 a.m. – 2:00 p.m. Saturday
Will-call hours	8:00 a.m. – 4:30 p.m. Monday – Friday · 8:00 a.m. – 1:30 p.m. Saturday
Closed	No deliveries on Wednesday. No deliveries or will calls on Sunday.
Order phone	(909) 981-2980
Order email	orders@aafoodservice.com
Online	www.aafoodservice.com

Please verify order quantities and availability with your sales representative. Contact the office or your sales representative for order guidelines and details.

PAYMENT OPTIONS

Deliveries are COD until your credit application is approved. If you applied at signup, approval usually takes a few business days. All terms are counted in days from delivery.

COD — Cash on Delivery
Cash or check collected at the time of delivery. Please have payment ready; we cannot leave the order without it unless you have approved terms or ACH.

ACH — Automatic Bank Debit
Payment is debited from your bank account on the day of delivery, every Monday, or on the due date of your approved terms. You will receive a statement by email before each debit. Requires the ACH Authorization in this packet.

D2D — Drop to Drop*
Cash or check for each delivery is picked up at your next delivery.

Net 7 — Weekly*
Payment due 7 days from delivery. Checks may be left with our driver on the next delivery, mailed, or paid through your bank's bill pay.

Net 14*
Payment due 14 days from delivery.

Net 30*
Payment due 30 days from delivery.

*Requires an approved Credit Application. Without one, your terms are COD. Terms on fresh produce never exceed 30 days.

HOW CREDIT APPROVAL WORKS

- Apply when you open your account by completing Section 2, the Credit Application. You can also apply any time later; call Accounts Receivable and we will send it.
- The application must be complete and signed by the owner or an officer. Missing items delay approval.
- Approval usually takes up to 5 business days. It helps to let your bank know that A&A Food Service will be requesting a credit reference.
- We check your trade and bank references and request a business credit report from Experian or Equifax Business Services.
- You will receive a credit approval letter with your terms and credit limit. If we cannot approve terms, we will tell you why, and you can continue on COD.

Questions? Call Accounts Receivable at (909) 981-2980.

TERMS AND CONDITIONS OF SALE

Opening an account. Before we can process an order, an account must be opened. Call (909) 981-2980 to open one, and complete the Credit Application if you would like credit terms. Sales are COD until credit has been established.

Credit terms. A&A Food Service may grant credit terms at its sole discretion. If A&A declines to grant credit, A&A is not liable for any damage, loss, or cost to the buyer. Credit terms are subject to A&A's continuing approval of the buyer's credit, and A&A may withdraw or modify them if the buyer's credit becomes unsatisfactory.

Returns and adjustments. Please inspect your order when it arrives and check items in with the driver. Make sure everything on the invoice is present. Report any problem with fresh produce within **24 hours of delivery**, and with any other product within **3 business days**, by phone at (909) 981-2980, by email, or with a photo. Please hold the product for inspection.

Minimum orders. Please verify order quantities and availability with your sales representative. A&A may refuse orders from a customer with a past-due balance or a balance over its credit limit.

Credit limit. Please do not exceed the credit limit extended to you. For your account status, call (909) 981-2980. A customer with a past-due balance will not receive further deliveries until the account is brought current.

Payment. Payment is due on or before the invoice due date. Past-due amounts bear interest as stated in the Credit Application. The customer's obligation to pay is not conditioned on the customer receiving payment from any third party. Pursuant to California Commercial Code §§ 2401 and 9609, A&A retains a security interest in goods delivered, and in the event of default the customer agrees to pay past-due balances in full.

Produce (PACA). Fresh and frozen fruits and vegetables are sold subject to the statutory trust under the Perishable Agricultural Commodities Act (7 U.S.C. 499e(c)), as stated on every invoice and in the Credit Application.

Modifications. A&A may change these terms and conditions at any time. Terms in a customer's purchase orders or other forms that are inconsistent with or in addition to these terms are rejected. These terms and conditions control over any conflicting terms in any other document. If you have signed a Credit Application, its terms also apply.

By placing an order with A&A Food Service you agree to these Terms and Conditions, as amended from time to time.