

Eden Foods, Inc. • Terms of Sale • Wholesale

To manage the credit we extend, and in fairness to those who honor our sales terms, this credit policy is consistently applied. Prices are in U.S. dollars.

We are eager to serve and share wonderful food with you. It is our intention to do everything necessary to make your experience with us a joy. Please share with us what might make this more certain. Terms of Sale are essential and our duty to communicate ...

Before we can process an order for you an Account must first be opened. This can be done by calling 800 248-0301 or by completely filling out the Open an Account form at access.edenfoods.com

Sales are 2% COD/prepaid, cash or certified funds until credit is approved.

NORMAL CREDIT TERMS

- A. To establish credit, completely fill out a credit application for our Credit Manager, Jennifer Coots. Credit approval can take anywhere from one day to four weeks.
- B. If credit is approved, a 'credit limit' will be established. Credit is subject to review at any time. A completed, updated credit application is required every three years.
- C. To customers who have established credit worthiness, we sell 2%/10 days, net 30 days from the date of invoice. The 2% discount is on net dollars of food sales, and does not apply to off invoice discounts, freight, or pallet charges.
- D. To qualify for the 2% discount for payment within 10 days: (1) your account must be current and (2) your mailing envelope must be postmarked and mailed within 10 calendar days of the date of the invoice.
- E. Please do not exceed your credit limit without first making arrangements with our Credit Manager. For your account's status, please contact our Credit Manager @ ph (800) 654-7534.
- F. A customer with a past due balance will not be shipped further goods until the situation is corrected.
- G. On credit balances paid after due date $\frac{1}{100}$ % per day late fee (18.25% APR) is charged between due date and date of payment.
- H. A valid credit card must be kept on file. Any balance past due for 30 days will be charged to this card along with any applicable fees.
- I. Deductions from Eden Foods' invoices must be agreed to by both parties to avoid discrepancies and 'credit holds' disrupting business. We will promptly issue checks and credit memos as they are required of our customers. Allowable discounts are taken off Eden Foods' FOB pricing.

- J. A \$50.00 fee will be charged for checks that are returned unpaid for any reason.

MINIMUM ORDERS

All food must be ordered in whole case quantities. No split cases can be shipped.

PRICES

Are in U.S. \$ and may change without notice. Are FOB ex factory Eden Foods.

HOW TO ORDER

1. Our Office Hours are 8:00am to 5:15pm Eastern Time. Fax is available 24/7.
2. Orders may be placed by phone, fax or web. Order fax number is (517) 456-7025. Order phone number is (800) 248-0301. Our web address is access.edenfoods.com Please contact us for Fax order forms or download its PDF file from this site.
3. We urge you to use Eden Item Numbers when ordering. This will increase both speed and accuracy. Your cooperation in this will be appreciated.
4. All orders are to ship freight collect. Our Transportation Department is eager to resourcefully help in facilitating your shipping at the lowest possible cost. Please make shipping decisions clear to us as you place your order.
5. Orders up to 150 pounds ship FedEx ground. Over that by commercial carrier.
6. Any inconsistent terms of sale contained in a customer's purchase order or other documentation are expressly rejected by Eden Foods, Inc.

LEAD TIME

Four full working days are needed to ship your order, including the day you order and the shipment day. Special orders can require additional lead time or charges. If your account is past due, this four day period begins after your account becomes current.

CUSTOMER PICK-UPS

Dock appointments are required. Our docks are open Monday through Friday from 7:00am to 4:00pm. Please make dock appointments 24 hours in advance and notify us immediately if schedules change by phoning our warehouse supervisor. Clinton, Michigan Warehouse: 517-456-7424. Union City, California Warehouse: 510-487-8002.

PALLET POLICY

- A. There is a \$7.80 net charge for each pallet.

RETURNS & ADJUSTMENTS

Eden Foods does not guarantee yours sales. Inspect your order when it arrives. Look for hidden damage and make sure that everything

on the packing list is there. If there is a problem with the order or questions, please call our Credit Manager @ (800) 654-7534 **within seven (7) calendar days. Deductions from an Eden invoice before a credit memo is issued will cause a disrupting credit hold.**

- A. FREIGHT DAMAGE: Damage claims must be filed with your freight company.
- B. RETURNS of 'Shipped in Error' or 'Defective Goods':
Merchandise returned for credit to us must have a Return Authorization Number. Authorization to return merchandise and a Return Authorization Number must be received from our Credit Manager prior to the return of goods.
 1. Boldly mark the **Return Authorization Number** on your shipping container and shipping documents. Returned goods will be inspected and proper credit will be promptly executed.
 2. Merchandise received here without prior authorization may be returned freight collect to you.
 3. **Return Authorization Numbers** are only valid for 60 days from issue date.
- C. BILLING ERRORS: **Credit and Debits must be officially approved by our Credit Manager to be valid.** When such is authorized your account will be adjusted and a memo or check sent to your accounts payable department. **DO NOT make deductions from your Eden payments on current invoices.** If payment was made COD, Eden will promptly issue a check for the appropriate amount to you.
- D. LIMITATION OF ACTIONS: Customer must commence action for any alleged breach of the contract of sale, including any recoupment or set-off by customer, within one year of the date of the invoice, or the claim shall be permanently barred.
- E. A 15% restocking charge is billed for orders pulled from our inventory and later canceled, or for goods returned due to customer ordering error.
- F. Miscellaneous Charges: fees (slotting, fair share, reset, handling, uploading, lumper, storage, administrative, samples, paperwork processing, etc.), reclamation (damage, spoil, shelf worn, outdated, out of code, donated, etc.) and deductions from 3rd parties (retailers, brokers, reclamation centers, clearing houses, etc.) will NOT be paid without written authorization from Eden Foods, Inc. © 2004 Eden Foods, Inc. M/72304

In placing an order with Eden Foods for our food and service you are agreeing to these Terms of Sale, as amended from time to time, including this amendment.

Eden Foods • 701 Tecumseh Road • Clinton, Michigan • 49236 USA
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F.O.B. Clinton, Michigan