



Fresh For Your Success. Right For Our Environment.™

CONTINUING GUARANTY

United Salad Co.
8448 NE 33rd Drive, Suite 100
Portland, OR 97211-2163
503-288-8300 Phone
503-288-0300 Fax

THIS CONTINUING GUARANTY is made and delivered this _____ day of _____, 20____, in connection with an open account (the “Account”) between United Salad Co. an Oregon corporation, (“Seller”) and _____ (“Buyer”).

In consideration of Seller’s continued extension of credit, the undersigned (jointly and severally, “Guarantor”), has agreed to guarantee Buyer’s payment and performance obligation under the Account. Guarantor believes that the transactions contemplated hereby will benefit Guarantor and, therefore, Guarantor desires to execute and deliver this Guaranty.

Guarantor agrees as follows:

1. **Guaranty.** Guarantor unconditionally and irrevocably guarantees to Buyer the prompt and full payment and performance of the Obligations (defined in Paragraph 2 below) of Buyer. Guarantor promises that if Buyer fails to pay or perform any of the Obligations when due, Guarantor will pay on demand any such payments in lawful money of the United States of America and will perform any such Obligations in accordance with their terms.
2. **Guaranteed Obligations.** The obligations of Seller guaranteed under this Guaranty (the “Obligation(s)”) are to make payment of all financial obligations of Seller under the Account as and when due and owing.
3. **Nature of Guarantor’s Undertaking.** The liability of Guarantor shall be open and continuous for the duration of the Guaranty as provided in Paragraph 4 below. Guarantor intends to guarantee at all times the payment and performance of the Obligations. Accordingly, no payments made upon the Obligations shall be held to discharge or diminish the liability of Guarantor for any remaining amount of the Obligations.
4. **Duration.** Guarantor’s obligations under this Guaranty are effective without the necessity of any acceptance by Seller, and shall continue in full force until all the Obligations have been paid or performed in accordance with their terms.
5. **Unconditional Guarantee.** Guarantor’s obligations under this Guaranty shall be absolute and unconditional without regard to the validity or voidability of the Obligations or whether the Obligations may be or may become unenforceable in the future.
6. **Buyer’s Rights and Obligations in Dealing with Seller.** Guarantor authorizes Buyer to deal with Seller and Seller’s sureties, endorsers, and other guarantors, in any manner in which Buyer sees fit in connection with any of the Obligations, without any further notice to or consent from Guarantor.

7. **Guarantor's Waivers.** Guarantor expressly waives presentment, protest, demand, or notice of any kind, including notice of nonpayment or nonperformance of any of the Obligations and notice of any action or nonaction on the part of Seller, Buyer, or any surety, endorser or other guarantor. Guarantor waives any right of indemnity, reimbursement, contribution, or subrogation from Seller so that, among other things, at no time shall Guarantor become a "creditor" of Seller within the meaning of 11 U.S.C. Section 547(b) or any successor provision of the federal bankruptcy laws. Guarantor waives any right of discharge under any provision of ORS 73.0605 and any defenses based on suretyship or impairment of collateral. Guarantor waives any right to discharge in the event of the discharge of Seller by Buyer whether or not Guarantor has a right of recourse against Seller.

8. **Buyer's Rights Against Guarantor.** Upon any default of Seller on any Obligation, Buyer, at Buyer's option, immediately may demand from Guarantor and be entitled to payment from Guarantor of the full amount or any part of the amount of the Obligations due, and if Guarantor shall not pay the sum demanded to Buyer, Buyer may proceed directly and at once against Guarantor to collect such sum without first proceeding against Seller, or any surety, endorser, or other guarantor. Failure of Buyer to make any such demand at such time or so to proceed shall not relieve Guarantor of any obligations under this Guaranty or in any sense constitute a waiver.

9. **Subordination of Guarantor's Rights Against Seller.** Guarantor agrees that the Obligations shall be prior to any claim that Guarantor may now have or acquire in the future against Seller, whether or not Seller becomes insolvent, and Guarantor shall and does expressly subordinate any such claim Guarantor may have against Seller, upon any account whatsoever, to the Obligations. Guarantor assigns to Buyer all claims which it may have or acquire against Seller or any assigns or trustee in bankruptcy of Seller; provided, that such assignment shall be effective only for the purpose of assuring to Buyer full payment of the Obligations. Guarantor agrees that until the Obligations are paid and satisfied in full, it shall not exercise any right or remedy arising by reason of any performance by Guarantor of this Guaranty, whether by subrogation or otherwise, against Seller or any other guarantor of any of the Obligations or any security for any of the Obligations.

10. **Remedies Cumulative.** No remedy granted to Buyer is intended to be exclusive of any other available remedy or remedies, but each and every remedy granted under this Guaranty shall; be cumulative and shall be in addition to every other remedy given under this Guaranty or now or in the future existing at law or equity.

11. **Guarantor's Representations and Warranties.** Guarantor hereby represents and warrants that s/he is not an active duty member of, or the dependent of an active duty member of, the uniformed services of the United States of America, including members of the Army, Navy, Air Force, Marine Corps and Coast Guard on active duty or absent from duty because of sickness, wounds, leave or other lawful cause, National Guard members who are on a call to active service for more than thirty (30) consecutive days in response to a presidentially declared national emergency, members of the Reserve Forces of any branch of the military who are currently on active duty, or commissioned officers of the Public Health Service and of the National Oceanic and Atmospheric Administration.

12. Miscellaneous.

(a) Entire Agreement. This Guaranty sets forth the entire agreement and understanding of the parties in relation to the subject matter of this Guaranty and supersedes any and all prior understandings and agreements, whether written or oral, in regard to such matters.

(b) No Amendment or Waiver Without Writing. No amendment, modification, waiver or release of this Guaranty shall be established by conduct, custom or course of dealing, but solely by an instrument in writing executed by Buyer. No delay or omission to exercise any right or power of Buyer shall be construed to be a waiver, but any such right or power may be exercised from time to time as often as deemed expedient. If any provision in this Guaranty is breached by Guarantor and duly waived by Buyer, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

(c) Governing Law. This Guaranty has been made entirely within the State of Oregon. This Guaranty shall be governed by and construed in accordance with the substantive and procedural laws of the State of Oregon applicable to contracts made within the State of Oregon. If any suit or action is filed by any party to enforce this Guaranty or otherwise with respect to the subject matter of this Guaranty, venue shall be in the federal or state courts in Portland, Multnomah County, Oregon.

(d) Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Buyer's costs and expenses, including attorneys' fees and Buyer's legal expenses, incurred in connection with the enforcement of this Guaranty. Costs and expenses include Buyer's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

(e) Binding Effect. This Guaranty shall be binding upon and inure to the benefit of the parties and their personal representatives and successors.

GUARANTOR



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NEW CUSTOMER PROFILE

United Salad Co.
8448 NE 33rd Drive, Suite 100
Portland, OR 97211-2163
503-288-8300 Phone
503-288-0300 Fax

DATE: _____

STORE NAME: _____

ADDRESS: _____

CITY: _____

STATE, ZIP CODE: _____

CONTACT PERSON: _____

CONTACT TELEPHONE NUMBER: _____

CROSS STREETS: _____

ROUTE ASSIGNED: _____

AVAILABLE DELIVERY TIMES: _____

UNITED SALAD SALESPERSON: _____

EQUIPMENT AVAILABLE YES NO

DOCK AVAILABLE YES NO

PALLETIZED ACCOUNT YES NO



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CUSTOMER ADDITION or UPDATE

ADD NEW CUSTOMER

UPDATE EXISTING CUSTOMER _____
(Customer code)

REQUESTED BY: _____ APPROVED BY: _____

CUSTOMER NAME: _____

SHIPPING ADDRESS

(For Product)

BILLING ADDRESS

(For Invoices/Statements)

MAILING ADDRESS

(For Promotions/Holiday Mailings)

Street

City State Zip

Street or PO Box

City State Zip

Street or PO Box

City State Zip

County of Shipping Address

SALES CONTACT: _____ SALES CONTACT PHONE #: _____

SALES FAX #: _____ SALES EMAIL ADDRESS: _____

A/P CONTACT: _____ A/P CONTACT PHONE#: _____

A/P FAX #: _____ A/P EMAIL ADDRESS: _____

WILL PAYMENTS BE MADE BY PARENT COMPANY? YES NO

IF YES, PARENT COMPANY NAME: _____

PROFILE CUSTOMER? YES NO

RETAIL ON INVOICE? YES NO RETAIL GROSS PROFIT %: _____

CHARGE CUSTOMER? YES NO TERMS: _____

COD CUSTOMER? YES NO NOTES: _____

FOR OFFICE USE ONLY

Customer Code Assigned: _____ Produce Category: WH Price Basis: 1

Short Name Assigned: _____ Sort Name Assigned: _____

Terms Code: _____ Credit Terms Approved by: _____

Customer Tax Group: Portland (PD) Vancouver (V)

Statement Frequency: Weekly (W) Monthly (M)

Price List Assigned: _____

A/R Category Seq 1: MU (Multnomah County)

A/R Category Seq 2: C (COD)

Salesperson Code: _____ (HS= House Account)



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United Salad Co.
8448 NE 33rd Drive, Suite 100
Portland, OR 97211-2163
503-288-8300 Sales Office Phone

APPLICATION FOR CREDIT

Accounting Office Phone: 503-281-8400
Accounting Office Fax: 503-288-0800

Date of Application: _____

Exact Business Name

Phone Number

Billing Address

Fax Number

City

State

Zip Code

Accounts Payable Contact Name

Shipping Address

Accounts Payable Telephone Number

City

State

Zip Code

EIN (Employer Identification Number)

E-mail Address for Weekly & Monthly Statements

Business is a: Corporation Partnership Individual LLC

State of Formation: _____

Date Established: _____

The following information must be completed in full. All information will be held in strict confidence.

BUSINESS OWNERSHIP

Name

Title

Name

Title

Name

Title

FINANCIAL INFORMATION

Name of Bank

Account Representative

Bank Address

Phone Number

City

State

Zip Code

Account Number

REFERENCES – Please complete the attached reference sheet.

I hereby certify that all information on this form is correct. I fully understand your credit terms and payment will be made in accordance with the terms listed on the invoices of United Salad Co. Applicant acknowledges that this Application for Credit has not been accepted or approved until signed by an authorized representative of United Salad Co. and returned to Applicant. Applicant further acknowledges that as a condition of acceptance by United Salad Co., the owners of Applicant will be required to execute and deliver to United Salad Co., a personal guaranty of the obligations of Applicant in form and substance acceptable to United Salad Co. I hereby authorize all bank, financial institutions and supplier references to release credit information to United Salad Co.

Applicant Name

Applicant Signature

Date

United Salad Co. Authorized Representative

Authorized Representative Signature

Date



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503-288-8300 Sales Office Phone

APPLICATION FOR CREDIT

Accounting Office Phone: 503-281-8400

Accounting Office Fax: 503-288-0800

Date of Application: _____

REFERENCES (Beverage and snack companies NOT acceptable.)

REFERENCE #1

Name

Address

City

State

Zip Code

Phone Number

Fax Number

REFERENCE #2

Name

Address

City

State

Zip Code

Phone Number

Fax Number

REFERENCE #3

Name

Address

City

State

Zip Code

Phone Number

Fax Number

REFERENCE #4

Name

Address

City

State

Zip Code

Phone Number

Fax Number

RETURN AND CREDIT POLICY

United Salad Co.
8448 NE 33rd Drive, Suite 100
Portland, OR 97211-2163
503-288-8300 Phone
503-288-0300 Fax

In an effort to keep costs low for our valued customers, and to improve our own operational efficiency, we have implemented and follow the policies below. To simplify the process, we highly recommend that our customers have an area in their cooler/backroom specifically designated for returns.

There may be instances where it is more practical and cost effective to make exceptions to these policies. These situations will be handled on a case by case basis and must be pre-approved by your salesperson or spokesperson for United Salad Co.

-
- A. All product must be signed for and accepted at the time of delivery.
 - B. Our drivers are only allowed to pick up product from the prior delivery, and only if the request is on a credit pick up slip.
 - C. In order to obtain credit for product purchased from and returned to United Salad Co., the following rules are in effect:
 - 1. All requests for credit and pick up of product must be made to United Salad Co. within 24 hours of original delivery to the customer's location.
 - 2. All returned products must be in their original container (box, package, bag, etc.).
 - 3. All returned items must be in full cases only. No credit will be issued for partial cases. Returns of partial cases will not be accepted.
 - 4. All returned items must be in good condition. Damaged, torn, or ripped cases will not be accepted.
 - 5. All products must be in the original condition in which it was delivered to the store. No re-worked or re-packed cases will be accepted.
 - 6. The condition of the product must be properly maintained at all times while in the control of the customer until it is picked up. For example: bananas, tomatoes, mangoes, etc. must not be refrigerated. Items such as broccoli, radishes, lettuce, must remain refrigerated.
 - D. Drivers may write credit at the time of delivery in the following situations:
 - 1. Product is missing from the load but is on the invoice.
 - 2. Product received is unsatisfactory and refused by the customer at time of delivery.
 - 3. An error/mistake has occurred with regard to either the item shipped or the quantity shipped to the customer.
 - E. Cross-dock, specialty orders, and processed items - due to the highly perishable natures of these items, it is necessary to add the following requirements:
 - 1. All cross-dock, special order, or processed items (flowers, cut fruit and vegetables, salad mixes, etc.), must be inspected by the customer at the time of arrival at the customer's facility for quality, pull dates, and acceptance.
 - 2. If the product is not acceptable, it must be refused at the time of delivery. No credit will be issued after delivery.



TO OUR VALUED CUSTOMERS

United Salad Co.
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November 1, 2009

To Our Valued Customers:

Our commitment to our customers remains unchanged: *deliver the freshest, highest quality produce available in the marketplace.* As all of us in the produce industry are aware, this is a highly perishable and constantly changing environment – especially in these economic times. We constantly strive to meet the challenges of this industry while continuing to meet the demand for the best produce available.

As many of you know, there are various rules and regulations promulgated by the regulatory agencies that oversee our industry. These regulations are controlled by both the USDA at the federal level, and by the states. These rules govern the percent of defect and the size and weight of each particular item. Unfortunately, the standards set forth by the governments are considerably lower than the expectations of United Salad Co. and our customers.

In order for United Salad Co. to make a claim against one of our shippers, the USDA demands that we make that claim within 24 hours of receipt of the product. If the claim is not made in time, we have no recourse and are compelled to accept the product as delivered and pay the full price as quoted.

There are many variables that can affect the quality and condition of produce products. Adverse weather conditions, temperature of the product during transit, and even different grading standards for product shipped from other countries. In some cases, the standards that exist within the United States vary from state to state. The standards for cucumbers and bell peppers are different in California, Texas and Florida. All of these factors affect the ultimate quality of the product.

There are times when demand may exceed supply for a particular item. In that case, the product is purchased on a “FOB acceptance” basis, which means that the product is accepted once it is loaded and destined for our dock. In this instance, we have no recourse against the shipper for quality problems. This situation can arise in the winter months, for example, when lettuce is difficult to obtain. At that time, the market is at its highest level, but the quality may be at its lowest.

In order to provide our customers with the lowest cost possible for goods, it is necessary for us to have a comprehensive credit and return policy in effect. Enforcing this policy enables us to meet the demands of the industry, follow all regulatory guidelines, and keep both your costs and our costs manageable.

Thank you for your compliance with this policy. Please feel free to contact me if you have any concerns regarding this issue or any other matter that may affect your account with United Salad Co.

Sincerely yours,

Ernest Spada, Jr.
Vice President, United Salad Co.