

Transnational Foods

Vendor Guide



TRANSNATIONAL FOODS

Transnational Foods is a key player in manufacturing and sourcing South American products. We started delivering South America's finest foods to the U.S. in January of 2002. Since that time, we have gained a significant presence in the U.S. food industry as a supplier of store brands, distributor brands, and our own brands of product.

OUR VISION

“Be the most reliable global sourcing company providing the US market with cost competitive quality foods products”

OUR MARKET

We market our products through five channels of distribution:

- Supermarket Retailers
- Grocery wholesalers
- Food Service Distributors
- Food Manufactures
- Specialty Food Distributors

Through these channels we offer more than 200 skus under our **“Pampa”, “So Natural”, “Della Natura”, “Tummy Treats”** brands. Pampa products are represented across food categories including, canned seafood, canned vegetables, peanut butter and preserves, canned meats, olives and peppers, dry cereal and breakfast bars, tomatoes, vegetable oil, Olive oils, blended oils among others. We are Kosher certified on most of our products.

Private label is a large part of most retailers go to market strategy. **Transnational Foods** offers private label programs based on the customer's needs and volume commitment.

Transnational Foods is proud to be a vendor partner to many of the top retailers, wholesalers, and distributors throughout the U.S.

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LISTING OF CONTACTS

Miami, USA (Headquarters)

1110 Brickell Ave suite 808
 Miami, FL 33131
 Corporate Phone Number +1 (305) 365-9652
 Fax Number +1 (305) 860-9334

Buenos Aires, Argentina

Cabello 3627 piso 12 "A"
 Capital Federal (1425)
 Phone Number (+54-11) 4806-5928
 Fax Number (+54-11) 4806-5928

PRESIDENT & CEO

Name	Title	Phone	E-mail
Marcelo Young	President & CEO	(305) 365-9652 (+54)-11-4806-5928	myoung@transnationalfoods.com

VENDOR PERFORMANCE - Guide

Name	Title	Phone	E-mail
Juan Iribarne	CFO	(305) 365-9652 Ext. 211	jiribarne@transnationalfoods.com

LOGISTICS - Ocean Freight

Name	Title	Phone	E-mail
Juan Carlos Serio	BA - Office Manager	(305) 365-9652 Ext. 237	jcserio@transnationalfoods.com

LOGISTICS - Imports

Name	Title	Phone	E-mail
Patricio Canalda	Import Manager	(305) 365-9652 Ext. 215	pcanalda@transnationalfoods.com

LOGISTICS - US Domestic Transportation

Name	Title	Phone	E-mail
Michael Gleicher	Logistics Analyst	(305) 365-9652 Ext. 226	mgleicher@transnationalfoods.com

Merchandising

Name	Title	Phone	E-mail
To contact your Customer Representative, call the Corporate Office 305-365-9652			

Product Development

Name	Title	Phone	E-mail
Ignacio Sangronis	CMO	(305) 365-9652 Ext. 203	isangronis@transnationalfoods.com
Juan Pablo Gonzalez	Global Sourcing	(305) 365-9652 Ext. 213	jpgs@transnationalfoods.com

Accounts Payable

Name	Title	Phone	E-mail
Tamara Rodríguez	Accounts Payables	(305) 365-9652 Ext. 209	trodriguez@transnationalfoods.com

QA Department

Name	Title	Phone	E-mail
Syed Ali	Director of QA	(305) 365-9652 Ext 210	sali@transnationalfoods.com

Reorder

Name	Title	Phone	E-mail
Raul Garrama	Inventory Specialist	(305)365-9652 Ext.214	rgarrama@transnationalfoods.com

Certificate of Insurance

Name	Title	Phone	E-mail
Juan Iribarne	CFO	(305) 365-9652 Ext. 211	jiribarne@transnationalfoods.com
Tamara Rodríguez	Accounts Payables	(305) 365-9652 Ext. 209	trodriguez@transnationalfoods.com

EDI Contact

Name	Title	Phone	E-mail
May Sanchez	Accounts Receivables	(305) 365-9652 Ext. 223	maysanchez@transnationalfoods.com

Category Managers

Name	Title	Phone	E-mail
Juan Pablo Gonzalez	Global Sourcing	(305) 365-9652 Ext. 213	jpgs@transnationalfoods.com
Ignacio Sangronis	CMO	(305) 365-9652 Ext. 203	isangronis@transnationalfoods.com
Americo Preneste	COO	(305) 365-9652 Ext. 205	apreneste@transnationalfoods.com

You will be contacted by any of the category Managers above depending on the product supplied.

DISTRIBUTION CENTERS

Hours of Operation 7:00 AM – 4:30 PM Local Time Mon – Fri

Location	LANDLORD	Address	Contact	Phone #	Fax #	Email
Chesapeake	TF Warehouse	1920 Campostella Rd Chesapeake, VA 23323	Luke Speno	757.827.6962	757.955.2308	lspeno@transnationalfoods.com
Houston	Lone Star Integrated Distribution	960 Pleasentville Road Houston, TX 77029	Angela Martinez	713.227.2381	713.224.9448	amm@lsid.com
Bell Gardens	RH Services	5930 Shull St Bell Gardens, CA 90201	Roger Hernandez	562.776.5206	562.776.1027	roghern@verizon.net
Grand Rapids	Columbian Logistics Network	900 Hall St Grand Rapids, MI 49503	Kevin Kelly	616.514.6014	616.514.5990	kevkel@columbian.us
Laredo Texas	Latin Foods Logistics, LLC	8550 San Gabriel Dr Laredo, TX 78045	Gladis Leal	956.724.4877	956.753.6249	gladis.leal@latinfoodslogistics.com
Miami	Gambit Logistic	3330 NW 60 St Miami FL 33142	Fernando Medina	305 477 5102	954 604 2177	fmedina@gambitlogistic.com

TRANSNATIONAL FOODS GLOSSARY

ETA(Estimated Time of Arrival) – The date the merchandise is expected to arrive at the appropriate Transnational Foods distribution center.

Core – Items carried every day in Transnational Foods' product line and are reordered monthly.

EDI – Electronic Data Interchange, an electronic method of exchanging information such as purchase orders and invoices.

Domestic Purchases only-Freight Terms - 1) FOB Collect – Transnational Foods is responsible for transportation coordination, content, and cost, 2) Freight Prepaid – The vendor is responsible for the transportation coordination, content, and cost.

Non-Core – Items such as seasonal or closeouts not carried in the Transnational Foods product line on a daily basis.

Order Date – The date the purchase order was written.

Perishable Items – Items that require date coding.

Purchase Order Number – A unique number assigned by Transnational Foods to the purchase order.

Ship date – **Date vendor should be prepared to ship. Carrier will contact vendor for shipping arrangements.**

Ship Point – Vendor address from which the shipment will originate.

Ship to Address – The name and address of the port in the US to which merchandise is to be shipped.

SKU – Stock Keeping Unit, a six-digit number assigned to all Transnational Foods merchandise

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New Products

NEW PRODUCT QUESTIONNAIRE:

1. ITEM DESCRIPTION FORM (IDF): It will be sent separately, it must be completed in full. The IDF includes the following fields:
 - A- Supplier Information: company name, contact information, QA responsible, etc.
 - B- Item Information: Product name and brand, case and unit measures and weight, coding information, physical and organoleptic characteristics,
 - C- Factory Audits and Certifications (HACCAP, ISO9002, Kosher, etc): supply each Certification and/or audits and their expiration date as well as an scan copy for our records.
 - D- Storage requirements.
 - E- Customs Information: FDA Registration Number, FCE & SID (if they apply).
 - F- Ingredients: providing accurate ingredient information is a responsibility of the vendor. Failing to provide such information or proving wrong data, may result in vendor chargeback's, penalties and refused merchandise.
 - G- Nutrition Facts: providing accurate nutrition facts information is a responsibility of the vendor. Failing to provide such information or proving wrong data, may result in vendor chargeback's, penalties and refused merchandise.
 - H- Allergens.
 - I- Food Sensitivities and substances of interest.

Note: the Item Description Form must be completed in full. All white cells must be filled in. Do not leave any cells blank. If the question does not apply to your particular product you must enter "N/A" which means the cell was not left blank by omission.

IMPORTANT

A container optimization is performed based on the measures and weights supplied by Vendor on the IDF. If those measures and/or weights supplied are wrong or inaccurate enough that results in a poor load optimization, your company will be assessed an "Incorrect IDF Information Fee" of \$2,000.

2. Samples (please see below for details)
3. Cases:
 - a. Should be thick enough to resist transportation in container and inside the US without having any damages.
 - b. Must have labels with a clear product description in (at least) 2 adjacent sides of the box.
 - c. Must have a lot number in order to trace the product.
4. Expiration date:

BOTH, Unit and Master Case will have to include the Purchase Order number and be coded using strictly following formula:

UNIT Code Formula

TF#: Transnational Foods Purchase Order number, starting with TF in Caps, followed by Purchase Order number without typing the letters "PO#"

Best Before: MMM/DD/YYYY Lxxxxx HH:MM TT

- MMM = Month in Three letters, CAPS, in English, as follows: JAN / FEB / MAR / APR / MAY / JUN / JUL / AUG / SEP / OCT / NOV / DEC

- DD = day of the Month in Two digits,

- YYYY = Year of EXPIRATION in four digits,

- Lxxxxx = Lot number, starting with L in Caps, followed by production date in Julian calendar (For lot number use format LDDYY)

- HH = hour of production in Two digits (24hs)

- MM = minutes de production time, in Two digits

- TT = line code, in Two or more digits

MASTER CASE Code Formula

TF#: Transnational Foods Purchase Order number, starting with TF in Caps, followed by Purchase Order number without typing the letters "PO#"

Best Before: MMM/DD/YYYY Lxxxxx

- MMM = Month in three letters, CAPS, in English as follows: JAN / FEB / MAR / APR / MAY / JUN / JUL / AUG / SEP / OCT / NOV / DEC

- DD = day of the Month in Two digits,

- YYYY = Year of EXPIRATION in four digits,

- Lxxxxx = Lot number, starting with L in Caps, followed by production date in Julian calendar (For lot number use format LDDYY)

NEW VENDOR FORM: It will be sent separately, please complete it in full.

PRODUCT SAMPLES You will receive a CD with our label (either Pampa or Private Label). All vendors are expected to provide samples (2 cases) of a new product to the Transnational Foods Buyer. These samples should meet the size, weight and pricing requirements as negotiated with the Buyer. For example, if the Buyer negotiates with a vendor to purchase 12-ounce cans of tomatoes priced 2 for a dollar, the sample should be a 12-ounce can of tomatoes priced 2 for a dollar, not a 6-ounce can of tomatoes priced fifty cents. If you have any questions regarding product samples, please contact your Buyer.

PRODUCT IMAGES All vendors are expected to provide live samples of a new product to our image-processing department. These samples should reflect the exact dimensions and packaging of the final production product. All items submitted for imaging must include UPC code and the Transnational Foods SKU number clearly identified on the bottom of the sample. It is particularly important that samples submitted reflect the packaging that is planned to be shipped to Transnational Foods. Mock-ups must be identical in size to the production product; Mock-ups must reflect the packaging look **of** the production product; Production product must be sent to Transnational Food's offices to replace the mock-up as soon as feasible.

Shipping Instructions: Please ensure that product(s) are shipped in sturdy boxes to maintain product and packaging integrity.

If the products are perishable: Package all products in dry ice for shipping.

If the products are breakable: Package all products in bubble wrap, peanuts, shredded paper, etc.

To avoid damages, Loads must be securely braced. Also, must be completely covered with cardboard sheets and protected with desiccants bags to avoid condensation damages.

The Transnational Foods IDF must be included with your shipment. (Please ask for an example copy of this form) If you have any questions or need information regarding product imaging contact Nicolas Hansen at nhansen@transnationalfoods.com
Phone Number: (+54) 11 4806-5928 / +1 (305) 365-9652 x 236

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CERTIFICATE OF LIABILITY INSURANCE

All vendors must keep in force and effect comprehensive general liability, including products and contractual liability coverage with minimum primary policy limits of not less than one million dollars (\$1,000,000) per occurrence, and with a minimum aggregate limit of not less than two million dollars (\$2,000,000). In the event the general liability policy has a limit less than \$1,000,000 per occurrence, \$2,000,000 aggregate, the requested sum may be provided via an umbrella or excess liability policy.

The insurance policy must be written by a carrier with an A. M. Best's rating of not less than A-VIII. Some exceptions may apply and additional limits may be requested for certain products.

Transnational Foods must be name as certificate holder or additional insured in the policy.

Vendors failing to submit a certificate of insurance will be considered non-compliant and risks the interruption of orders, or being discontinued as a Transnational Foods vendor.

Please send all proof of insurance to :

Tamara Rodriguez: trodriquez@transnationalfoods.com and
Juan Iribarne: jiribarne@transnationalfoods.com

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INVOICING

Lack of adherence to invoicing standards and incorrect information results in lost time for Transnational Foods and delayed payment of invoices for our Vendors. Transnational Foods requires vendors to comply with the invoicing guidelines set forth below to ensure timely and accurate payment of invoices by Accounts Payable. Failure to comply with these guidelines will be considered deterioration in vendor performance and may result in a reduction in payment or a charge back.

**Mail invoices to
Transnational Foods Inc
1110 Brickell Ave suite 808
Miami, FL33131**

All invoices must have the following information

- ✓ Vendor name and address
- ✓ Invoice number
- ✓ Invoice date
- ✓ Transnational Foods purchase order number
- ✓ Ship to Transnational Foods Port
- ✓ Terms and due date
- ✓ Cash discount on invoice gross, when applicable
- ✓ Invoice amount detail
 - UPC
 - Item description
 - Quantity shipped in selling units
 - Cost per selling unit
 - Extension of cost times quantity
- ✓ Total amount
- ✓ Net total with applied discounts where applicable

Do not bill for merchandise prior to physical shipment of merchandise.

Transnational Foods strives to pay vendors in a timely manner. Exceptions may be the result of discrepancies between the purchase order and the invoice: pricing, quantity, or terms.

Transnational Foods performs a 3-way match: purchase order, warehouse receipt, and invoice. Payment is based on the match and driven from the terms and conditions of the purchase order. To ensure prompt and accurate payment, it is imperative the information on the purchase order is verified prior to the shipment of product. Contact the Transnational Foods Customer Representative for resolution of any purchase order discrepancies prior to shipment.

Inquiries should be addressed in writing with as much supporting documentation attached to the inquiry as possible. Inquiries will be addressed in the order received, regardless of how the documentation is delivered (U.S. mail, overnight mail, fax, e-mail). If a satisfactory response to inquiries is not received within 60 days, contact the Accounts Payable Supervisor. (Please reference the section titled **Introduction** for the Listing of Contacts.)

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CREDIT INFORMATION

Company Information

Transnational Foods, Inc

Phone: (305)-365-9652

Fax: (305) 860 -9334

Type of Business: Importer and Distributor of Food products for Retailers, Wholesaler and Distributors

Address: 1110 Brickell Ave suite 808, Miami, FL 33131

Type of Ownership: Corporation

D&B reference number: 12-524-4009

Federal Tax.ID: 01-0654999

Years in Business: 12

President & CEO: Marcelo Young

E-Mail: info@transnationalfoods.com

Web site: www.transnationalfoods.com

Trade/Credit References (Domestic)

Company Name	Contact Name	Phone Number	Doing Business for
CH ROBINSON	Andy Hutson	(800) 428-5377	8 years
JOHN STEER	John Sherman	(305) 858-1110	7 years
LSI	Angela Gamez	(713) 227-2381	8 years
COLOMBINA USA	Nancy Alvarez	(786) 265-1920	4 years

Banking Information

Company Name	Contact Name	Phone Number	Doing Business for
Mercantil CommerceBank	Danny Rivera	(305) 441-5570	3 year

Trade/Credit References (International)
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Company Name	Contact Name	Phone Number	Doing Business for
AGD/NIZA	Alejo Holzer	(+54) 11 4310-1837	9 years
MULTIFOODS	Michael Debakey	(+511) 251-2617	7 years
BLUE BIRD S.A	Marcelo Sheppard	(+59) 82-200-1001	8 years
OLIGRA S.A.	Christian Anacondio	(+54) 11 4115-6700	7 years
CATOEX	Nicasio Muguira Mason	(+52 271) 714 4644	7 years

For any additional information needed please contact:

Juan Iribarne-CFO
jiribarne@transnationalfoods.com
(305)365- 9652

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RECALLS

In the event of a recall, the vendor must contact the Director or QA immediately.

MERCHANDISE RETURNS PROCEDURES

If Transnational Foods receives overages, incorrect merchandise, mislabeled merchandise, incorrectly packaged merchandise or damaged merchandise, the vendor may be contacted for a return authorization. The vendor will have **24 hours** to comply with this request for a return authorization of the merchandise. The vendor will be required to pay all freight charges incurred for the return of the merchandise and will also be subject to a charge back for administrative and handling costs associated with returning merchandise. In addition, the vendor will be issued a chargeback (including an administrative charge) for the freight cost of the initial shipment of merchandise into the distribution center.

A draft of all documents must be submitted to the import department for approval. If documents are incomplete and or do not meet all of the above requirements, we will refuse them and ask for revisions. Original documents (if needed) must be sent upon reception of TF approval. Please surrender B/L and instruct telex release if possible.

RECEIVING REQUIREMENTS

General

Transnational Foods performs quality checks on every item. To maintain product flow and accurate payment of invoices, all products must conform to purchase order agreements and the requirements listed below.

Unloading Containers

Transnational Foods requires appointments. If the driver does not have a confirmation number and appointment time or if the confirmation number and appointment time are invalid, the driver will be directed to call his or her dispatcher.

Failure to meet the appointment time assigned/requested or failure to obtain an appointment prior to delivery creates additional administrative work and can deteriorate receiving performance. Due to this, failure to meet the appointment time assigned/requested or failure to obtain an appointment prior to delivery may result in a charge back.

Bills Of Lading and Packing Lists

Transnational Foods requires the carrier or vendor to provide a legible bill of lading consigning a shipment to the proper Transnational Foods destination for each shipment. Complete and accurate bill of lading and packing list information is critical for productive and accurate receipt of product at the Warehouse and timely payment of invoices by Accounts Payable.

Vendors that do not supply a complete and accurate bill of lading and packing list will be subject to a charge back.

The bill of lading must list the following information:

- ✓ Vendor Name and Address
- ✓ The complete Transnational Foods Destination Address
- ✓ Total weight and carton count
- ✓ Transnational Foods Purchase Order Number with the associated
- ✓ Description/Item and UPC
- ✓ Number of cases and/or selling units shipped per SKU per P.O.
- ✓ Ship Date
- ✓ Total Number of Cartons on Container

Note: If it is not possible to indicate all of this information on the bill of lading, vendors must attach a copy of the packing list with this information to the bill of lading.

However, your bill of lading must include the Transnational Foods department and purchase order numbers.

Shortages/Overages

Vendors are required to ship all purchase orders as written with exact quantities requested.

Incorrect quantities slow down, and in some cases, stop the receiving process, and cause delays in payment. In addition, incorrect quantities make it difficult to maintain proper in-stock levels for our customers and maintain excellent inventory turns. Failure to ship the quantity stated on the purchase order may result in a vendor charge back.

Correct port

Transnational Foods has many ports of discharge. Failure to send the product to the appropriate port of discharge results in lost sales, decreased turns, increased labor, and increased transportation costs. It is imperative that purchase orders are shipped to the correct port.

Pallet and Slip Sheet Loads

All pallets must be 40 X 48, universal 4-way, block pallets with no indentations or protrusions that may cause product damage. Pallets must have both the front and rear running boards on top and bottom, have no more than two missing slats on top, and must not have been repaired more than once.

Pallets provided must be Class "A" or better.

Any damaged or under class "A" pallets received into our warehouses must be restacked on good pallets prior to completion of the delivery. A charge of \$25 per bad pallet will be deducted from purchase order invoice at the time of payment.

Shipping labels are to be facing out.

Transnational Foods recommends a stacking height of 62 inches. Product should not extend over the edge of the pallet and should have only one SKU per pallet. Pallet loads should not exceed 2500 pounds. Purchase orders and lots must not be mixed on a pallet or slip-sheet.

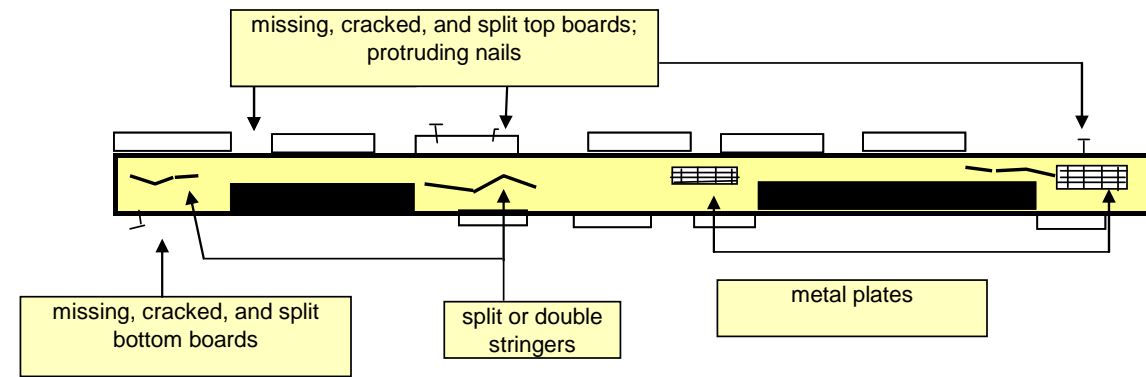
To ensure load stability and eliminate confusion at check-in, consistent interlocking pallet patterns are preferred. Column stacked loads should be stabilized with shrink-wrap and have consistent layers. The use of bands to stabilize loads is discouraged due to the increased work and safety hazards they present in the warehouses. If there is void space on the container, fill void space with air bags and/or secure load locks to secure the load.

Slip-sheet loads must be secured by shrink-wrap or tape to maintain load stability when product is slipped off.

Protective sheets should be placed on the pallet for bagged or baled products and on top when products are doubled stacked.



Example of a bad pallet
(Reasons to reject a pallet)



Floor Loads

Floor stacked product must be tied in, or column stacked and secured to prevent movement and damage. Loads must be neatly stacked. Loads that are in a mess or disarray may be refused and/or subject to a charge back. Bent or crushed cartons resulting from improperly loaded product often results in damages and/or loss of sales. Bent or crushed cartons may be refused and/or subject to a charge back.

Correct Merchandise

The merchandise received must be the same merchandise described on the purchase order.

Shelf Life

All product received must have at least 90% of its shelf life at the moment it is received into our DC. This time will start counting from the time we open the container at destination (any warehouse in the US, Mexico or Canada)

All cases will be checked at receiving and suppliers will be notified if any product is short dated. From that moment the product will be available for the supplier and kept in our facility for a reasonable time waiting for supplier's instructions.

All storage and disposal charges (if needed) will be charged to the supplier.

Labels

All product received must bear the last version of the label approved by our QA Department. Failure to comply with this requirement will lead to a "Wrong Label / Wrong Barcode Fee" of up to \$2,000 plus all charges for labor and supplies required to make the product fit for selling.

Transnational Foods may opt to return the product to the vendor if a solution may not be possible or the final re-worked product may not meet the minimum TF's standards of quality.

These are a few examples of wrong labeling:

- a- Label fails to bear all/some claims (health, allergens, ingredients, weight, etc).
- b- Label is not readable due to poor printing (words fading, wrong ink colors, etc.)
- c- Barcode is not readable by barcode scanners.
- d- Barcode reads but does not corresponds to the product.

Glass Jars Vertical Load Resistance

Despite any other characteristics the final glass containers may have in order to assure the integrity of the product during normal handling, the following standard applies for Glass Jar packaged products your company supplies to Transnational Foods:

Minimum Glass Jar Resistance: 1,000lbs to vertical load (tested under ISO 8113:2004 Method)

Suppliers would be held responsible for any damages and other expenses resulting from supplying products in glass jars which does not meet this minimum standard.

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TRANSPORTATION

All purchase orders must be shipped complete as ordered by Transnational Foods. Any deviation may result in a charge back.

Full Containers (FCL) Mode

Product will need to be loaded securely to prevent any damage from occurring while in transit by using cardboard, or other packing material to brace the product tightly inside the container. All container moves will be "Shipper Load & Count". Transnational Foods will not be responsible for shortages. Should a vendor require an inspector to count at port of origin, the charges will be deducted from the vendor's invoice.

Examples Of Transportation Violations

The following will be considered deterioration in vendor performance and may result in charge backs.

- ✓ **Failure to ship a purchase order complete** as written → charges for logistic inefficiencies will be applied
- ✓ **Failure to ship on time.** → charges for Loss sales will be applied
- ✓ **Carton or product mislabeled** : → additional labor, administrative, or freight charges to re-label cases. All of these will be charged back to vendor
- ✓ **Failure to properly secure and load the product** → may cause a PO to be refused. If refused, a charge back will apply for any additional transportation costs. If not refused, a charge back will apply for additional labor

All violations are subject to a \$500 admin fee.

TIMELY RECEIPT OF SHIPMENTS

In order to maintain in-stock levels for our customers and sustain distribution center flow, Transnational Foods requires all shipments be received no later than the Delivery Date indicated on the purchase order. To avoid time-consuming follow up, researches, and the possibility of a charge back, please comply with these dates

All vendors should notify Transnational Foods via electronic mail no later than one month in advance of a shut down including vacation, holidays, etc.

Important Note: Notification to Transnational Foods of shut down does not relieve the vendor of their responsibility to meet the delivery schedule.

PO confirmation

All vendors should confirm via email the receipt of each purchase order in no more than 24 hours from receipt date.

Important Note: Orders should not be confirmed by phone or by fax.

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LEGAL TERMS AND CONDITIONS FOR SALE OF GOODS TO TRANSNATIONAL FOODS

- Purchase Orders constitute a binding contract between the Vendor and Transnational Foods for the sale and purchase of the goods referenced in such Purchase Orders ("Goods") unless rejected in writing by Vendor within three (3) business days as from the order date contained in such Purchase Orders.
- Transnational Foods is under no duty to inspect the Goods before resale, and payment shall not be considered acceptance and shall not bar Transnational Foods' right to revoke the Goods. Unless a signed agreement to the contrary exists, all Goods deemed by Transnational Foods to be defective shall, at the option of Transnational Foods, be deemed revoked and may be returned to Vendor and Vendor agrees to fully reimburse Transnational Foods for all costs and expenses, including Goods costs, freight costs (inbound and outbound) and any other handling charges incurred. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of the trademarks, trade names and other identifying information of Transnational Foods and its affiliates from all revoked Goods; and Vendor further agrees that it will not use, resell or otherwise transfer any revoked Goods to any third party without the express prior written consent of an officer of Transnational Foods.
- Transnational Foods shall have no obligation to compensate Vendor for or return to Vendor any goods shipped to Transnational Foods in excess of or different from those Goods referenced in the Purchase Order, and Transnational Foods shall take title to any goods in the same manner in which it takes title to those Goods specifically ordered pursuant to the applicable Purchase Order. The per unit price of the Goods ordered under such Purchase Order shall be automatically reduced to account for all such excess or different Goods received by Transnational Foods.
- Transnational Foods shall have the right, without notice to Vendor, to offset and/or deduct from any monies due to Vendor (related to past or future invoices) any necessary adjustments that, at the sole discretion of Transnational Foods, may be applicable for Goods deemed by Transnational Foods to be defective, in excess of or different from those Goods referenced in the applicable Purchase Order.
- Vendor warrants that all Goods comply in every respect with all laws, rules and regulations of the United States of America ("USA") and each state of the USA, and were produced, manufactured, packaged and labeled in compliance with all such laws, rules and regulations. Vendor further warrants that none of the articles of food shipped or sold by it are or will be adulterated, mishandled or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, and the Nutrition Labeling and Education Act of 1991, as amended.

- Vendor shall indemnify, defend (at Transnational Foods' sole option) and hold harmless Transnational Foods and its affiliates from any and all liabilities, damages, costs, expenses, penalties, claims and/or suits (whether actual or alleged), including, without limitation, attorneys' and experts' fees, arising from the: (a) acts or omissions of Vendor or Vendor's agents, (b) recall of the Goods, (c) personal injury resulting from the consumption of the Goods, (d) breach of Vendor's warranties or the terms of the applicable Purchase Order or the Vendor Guide, or (e) infringement of a third party's Intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, patents and copyrights, in connection with the use, manufacture, distribution, advertising, use, sale or offer for sale of the Good
- Transnational Foods shall have the right, without notice to the Vendor, to offset and/or deduct from any monies due to Vendor all fees and charges not expressly agreed upon in a writing signed by Vendor and Buyer and all amounts due in connection with Buyer's right to receive indemnification from Vendor.
- All disputes arising under the Purchase Orders or related to the Goods shall be settled in a court of competent jurisdiction located in Miami-Dade County, Florida, USA. The laws of the State of Florida, USA, shall govern all disputes. Vendor hereby irrevocably waives all objections to an inconvenient forum and lack of personal jurisdiction.
- Transnational Foods being the leader in importing food products from around the globe. Majority of our products is for USA market. By signing this document you agree that All the product shipped to USA will be in compliance with the USA Regulatory Agencies i.e. US Custom, FDA and USDA STATES and cities . Your product authenticity can be subjected for Verification/ validation. by either or all of the US Government Agencies. As much as all the regulatory agencies like to do all the inspections within the normal and expeditious manner. .At times this further verify the authenticity of the contend of the product may require batteries of testing . This extended testing protocol could delay the release of the product. This delay could also impose additional cost i.e. TF- QA and logistic Teams Members representing and communicating with regulatory agencies on the behave of you the manufacturer .Providing additional product testing to support the authenticity of your product. All the charges for cargo on hold. Moving of cargo on hold due to the space constrains. All the potential loss of sales due to delays in product release will be charge back to your account.

Regulatory Agencies Detention or Rejection.

- United states of America Regulatory Agencies are the ultimate authorities to accept or reject any shipment based on Public Safety concerns and lack of established quality metrics implemented set by US Regulatory Agencies. . The acceptance criteria of any product is established in FDA and USDA. And can be viewed on their respected Websites .In the event your product shipped does not meet the regulatory establish criteria . In order to get a release from the regulatory .The product may be required to be reconditioned or simply sent back from US. In the event your product is determined to be recondition or shipped back. All the associated charges in the reconditioning or reshipping will be charge back to

your account. including but not limited to all the applicable charges because of Regulatory Compliance Verifications Delays as stated in RCVA section

- Vendor, by accepting this Vendor Guide, agrees to and accepts all of the terms and conditions of this Vendor Guide and any and all applicable Purchase Order. Vendor accepts the terms and conditions of this Vendor Guide or the applicable Purchase Orders by doing any of the following: (a) signing this Vendor Guide or a Purchase Order from Transnational Foods; (b) shipping any portion of the Goods referenced in a Purchase Order or otherwise fulfilling any portion of its obligations under such Purchase Order (c) accepting any payment, in whole or in part, for the Goods, transportation of the Goods, or otherwise in connection with such Purchase Order or the Goods; or (d) by any other means of acceptance recognized at law or in equity.

- **VENDOR HEREBY WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS VENDOR GUIDE, WITHOUT MODIFICATION.**



Vendor Guide

ACKNOWLEDGMENT AND RECEIPT

I acknowledge that I have received a copy of TF's *Vendor Guide*. I agree to read it thoroughly, including the statements describing the purpose and effect of the policy. I agree that if there is anything I do not understand or agree, I will seek clarification from TF. I agree to abide by and observe all of the procedures explained therein, including future changes or additions to this policy. Please sign and date this receipt and return it to Tamara Rodriguez: trodriquez@transnationalfoods.com

Date: _____

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Thank you very much for all your cooperation in this matter.
Truly yours,

Juan Iribarne
CFO