



New Vendor Application

Please fax to: (305) 593-0272

Telephone: (305) 691-3535

The following information is submitted to Quirch Foods Company for consideration as a supplier. All information submitted will be kept in strict confidence. Please type or print and complete all fields.

		Internal Use Only			
		Assigned Vendor Number			
General Information		New Vendor		Change of Information	
Company Name					
Address 1					
Address 2					
City		State		Zip	
Country					
Description of Product/Services Provided					
Payment Terms		Discount			
Tax I.D. Number		Minority Certified		Yes	No
Company Type	Corporation	Individual/Sole Proprietorship	Partnership	Other	

Vendor Contact Information

Name	Title	Telephone	Email

Vendor Insurance Information

Liability Insurance	Yes	No
Workman's Comp Insurance	Yes	No
Auto Insurance	Yes	No

Please attach copies of all insurance policies.

Regulatory Compliance Information

FDA Registration #			
USDA Inspected Facility?	Yes	No	Plant Number
<i>Please attach a copy of most recent H.A.C.C.P. Assessment or Re-assessment</i>			

Sale & Marketing Information

Are there any domestic or international territory restrictions on your product line?	
Are your products registered for sale in any foreign countries? If so, which?	
How is your product line currently distributed?	
Please describe sales and marketing support available for the line. (Promos, demos, advertising, broker support, etc.)	

Quirch Foods Supplemental Vendor Terms and Conditions

Quirch Foods ("Quirch") and _____ ("Vendor") have established a business relationship and Vendor will supply products and/ or services to Quirch. In addition to the terms and conditions of any contract, agreement, purchase order or sales order received from Vendor, Vendor agrees to be bound by and comply with the following mandatory Vendor Requirements:

No Gratuities: Neither Party will offer or provide to the employees, agents or other representatives of the other Party any favors, gratuities, gifts, payments, or anything of value, whether or not in an attempt to influence such person's administration of the provisions of Agreement or to otherwise gain unfair advantage individually and/ or relative to competing suppliers/ vendors.

Additionally, each Party will immediately report to the other Party any requests made for favors, gratuities, gifts, payments, or anything of value by employees, agents or other representatives of such Party and will cooperate with respect to any inquiry or investigation being conducted related to such activities or alleged activities.

Audit: Vendor shall keep accurate books of account and records covering all transactions involving the products and/ or service provided by Vendor. Quirch, or its authorized representative, shall have the right, during Vendor's normal business hours, to examine such books and records to the extent necessary to determine Vendor's compliance with the supply of the products and/ or services. All such books and records shall be kept available during the term of business relationship and for at least three (3) years after their creation.

Insurance Requirements: Vendor agrees to maintain in effect insurance coverage with reputable insurance companies covering workers' compensation and employer liability (or other reasonable equivalent such as excess employer's indemnity insurance or worker's compensation) excess insurance, auto liability, commercial general liability, including product liability / completed operations, all with the limits as are sufficient to protect Quirch and Vendor from the liabilities insured against by such coverage. Vendor's insurance described herein shall be primary and not contributory with Quirch's insurance with respect to obligations resulting from the negligence of Vendor.

All Vendors providing products and/ or services for Quirch are to have the following minimum requirements on their Certificate of Insurance regardless of whether entering onto property or not. Quirch's insurance requirements are set out on Attachment A.

Indemnification: Vendor shall indemnify and hold harmless Quirch and all of its directors, officers, employees and agents (the "Indemnitees") from and against any claims, losses, damages, judgments, awards, penalties or other costs or expenses (including, but not limited to, any reasonable attorneys' fees), and defend, at Vendor's cost, each Indemnitee against any threatened, pending or initiated claim, action, litigation, suit, arbitration, mediation, or proceeding, arising out of or connected with the products and/ or services provided or a material violation of law by Vendor or the negligence or willful misconduct of any employee, agent, contractor or other representative of Vendor. Quirch shall notify Vendor as soon as reasonably practicable of any such claim, action, litigation, suit, arbitration, mediation, or proceeding and provide Vendor with reasonable assistance in the defense thereof; provided that each delay or failure to deliver any such notice shall not relieve Vendor from its obligation under this provision except to the extent such delay or failure materially prejudices Vendor's obligations hereunder.

Dispute Resolution: If a dispute arises from or relates to transactions between the Parties, the Parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions, the Parties shall endeavor to settle any dispute by mediation under the Mediation Rules of the American Arbitration Association before recourse to the arbitration procedures contained in this Agreement. If a dispute has not been resolved within ninety (90) days after the written notice beginning the mediation process (or a longer period, if the Parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by binding arbitration in Miami, Florida or such other location as agreed upon by the Parties. The arbitration will be conducted in accordance with the procedures in this document and the Rules of the American Arbitration Association in effect on the date of the engagement letter, or such other rules and procedures as the Parties may designate by mutual agreement. In the event of a conflict, the provisions of this document will control.

The arbitration shall be conducted by a single arbitrator as agreed upon by the Parties. If the Parties cannot agree on a single arbitrator, the arbitration will be conducted before a

panel of three arbitrators, one selected by each Party and the third arbitrator selected by the Parties' two arbitrators from a panel provided by the American Arbitration Association. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, shall be governed by the agreement between the Parties and the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator shall be appointed unless he or she has agreed in writing to abide and be bound by these procedures.

The individual arbitrator or the arbitration panel shall have no power to award non-monetary or equitable relief of any sort. The arbitrator/panel shall also have no power to award (a) damages inconsistent with any applicable agreement between the Parties or (b) punitive damages or any other damages not measured by the prevailing Party's actual damages; and the Parties expressly waive their right to obtain such damages in arbitration or in any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitrator/panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

Discovery shall be permitted in connection with the arbitration only to the extent panel upon a showing of substantial need by the Party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The Parties and the arbitrator/panel may disclose the existence, content or results of the arbitration only as provided in the Rules or by the Parties. Before making any such

(Vendor Company Name)

(Vendor Company Address)

(Authorized Signature)

(Name)

(Title)

(Date)

disclosure, a Party shall give written notice to all other Parties and shall afford such Parties a reasonable opportunity to protect their interests.

The result of the arbitration will be binding on the Parties, and judgment on the arbitration award may be entered in any court having jurisdiction. The prevailing Party in any dispute regarding this Agreement shall be entitled to recover from the other Party reasonable attorneys' fees, costs and expenses incurred or paid by the prevailing Party in connection with such dispute resolution process.

Jurisdiction and Venue: The provision for products and/or services between Vendor and Quirch will be deemed to have been made and will be construed and interpreted in accordance with the laws of the State of Florida. If any matters in dispute are required to be settled by litigation, such trials will be decided by a judge. **THE PARTIES WAIVE TRIAL BY JURY IN ANY SUCH ACTION(S) AND CONFIRM THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO THEIR BUSINESS TRANSACTIONS.** For any such action(s) related to their business transactions or enforcement of any arbitration, the Parties submit themselves to the jurisdiction of the state or federal courts located in Miami, Florida.

Payment Terms: Except as may be otherwise provided, prices shall include all applicable national, state and local taxes. Vendor agrees to pay any taxes imposed by law upon or on account of the products and/or services ordered hereunder. Quirch shall pay for all products and/or services purchased within thirty (30) days of the receipt of Vendor's invoice, unless otherwise specified in any other Agreement or any Amendment thereto.

Quirch Foods
Attn: Controller's Office
7600 NW 82 Place
Miami, FL 33166

(Authorized Signature)

(Name)

(Title)

(Date)

Attachment A

QUIRCH FOODS

MINIMUM VENDOR INSURANCE REQUIREMENTS

All vendors providing products or services for Quirch Foods are to have the following minimum requirements on their Certificate of Insurance regardless whether entering onto property or not.

General Liability

- | | |
|----------------------------------|-----------------------------|
| • General Aggregate | \$2,000,000 |
| • Products/ Completed Operations | \$1,000,000 |
| And/or Professional Liability | \$1,000,000 (If applicable) |
| • Each Occurrence | \$1,000,000 |

Automobile Liability

- | | |
|-------------------------|-------------|
| • Combined Single Limit | \$1,000,000 |
|-------------------------|-------------|

Workers Compensation

Statutory

- | | |
|------------------------|-----------|
| • Employers' Liability | |
| Each Accident | \$100,000 |
| Policy Limit | \$500,000 |
| Each Employee | \$100,000 |

Quirch Foods to be listed as **Additional Insured on General Liability and Auto Policies**. A **thirty (30) day notice of cancellation** is also required. Quirch Foods reserves the right to modify these requirements as deemed necessary for the risk presented to Quirch Foods

The certificate holder's address should read as follows:

**Quirch Foods
Attn: Controllers Office
7600 NW 82 Place
Miami, FL 33166**

*****All trucking and freight vendors are required to have Motor Truck Cargo with a minimum limit of \$100,000*****

*****All trucking and freight brokers are required to have Contingent Motor Truck Cargo with a minimum limit of \$100,000*****