



UNITED PACIFIC COMPANY, INC.

Asian Specialty Food Distributor

TERMS AND CONDITIONS CREDIT POLICY

Effective:	March 1st, 2011
Minimum Delivery Order:	\$200.00 per order for delivery in the metro area. \$350.00 per order for delivery to Salem and Gresham A \$25.00 fee will be added to all delivery orders not meeting the minimum.
Pick up Order:	All walk-in orders are welcome! Please allow up to 30 min. to pull your orders.
Prices:	All prices quoted are F.O.B. United Pacific Warehouse. All prices are subject to change without notice. We reserve the right to invoice at the prevailing price as of shipping date.
Credit Terms:	All new accounts are "C.O.D" ONLY . Open Accounts will be accepted after 3 months with good credit reference. Customer credit application form and personal guarantee must be signed to receive terms. Customers with approved credit may make payment by monthly statement after speaking to AR. Past due accounts are subject to interest charge of 1.5% per month (18% A.P.R.). Customers with overdue invoices risk having their account put on hold.
Check Return:	Each non-sufficient funds check will be subject to a \$30.00 penalty. Customers with first returned check will be placed on "C.O.D." immediately for at least 3 months. Customers with second returned check within 12 months will be placed on "C.O.D.-CASH" terms for at least 6 months, and ONLY cash, cashier checks, money orders or VISA / MASTER CARD will be accepted.
Damaged Merchandise:	Claims must be made within 5 days of receipt of merchandise. We assume no responsibility for third party damage or loss in third party transit, damaged claims must be taken up with carrier.
Special Order Items:	Minimum 50% down payment. Since the special items are ordered at the customer's request, we cannot cancel special orders. No return or exchange is allowed for the special order items.
Return and Credit:	We will accept returns that are due to our error. DO NOT return Goods to us without proper authorization. NO RETURNS will be given on Perishables or Frozen Goods. NO RETURNS or EXCHANGES on Sale Items. NO RETURNS or credit allowed unless you notify us within 5 days of delivery. RETURNS must be in resalable condition. A 20% restocking fee will be charged on returned Goods due to customer ordering errors or overstock. Customers are responsible for the quantity and products signed for. Credits will not be issued for missing or wrong goods if invoice was signed and quantity confirmed by customer.
Office Hours:	Monday – Friday 8:30 a.m. to 5:00 p.m. Saturday & Sunday CLOSED
Distribution Center:	UNITED PACIFIC COMPANY 10975 SW 11 th Street, Suite 175 Beaverton, OR 97005



United Pacific Company, Inc.
 P.O. Box 628
 Beaverton, Oregon 97075-0628

CUSTOMER CREDIT APPLICATION

NO.

Please complete every item (type or print)

SHIP TO ADDRESS			BILL TO ADDRESS (if same, leave blank)		
Trade Name of Business			Trade Name of Business		
Address			Address		
City	State	Zip Code	City	State	Zip Code
Business Phone No. / E-mail			Business Fax No.		
Contact Person			Account Payable		

BUSINESS INFORMATION

Business License No.	Type of Business →	Grocery Chain <input type="checkbox"/>	Grocery <input type="checkbox"/>	Restaurant <input type="checkbox"/>	Fast Foods <input type="checkbox"/>	Institutional <input type="checkbox"/>	Other <input type="checkbox"/>
Proprietorship	Partnership	Corporation	Franchise Of:			Length of Time in Business	
Premises	Owned <input type="checkbox"/>	Lease <input type="checkbox"/>	Name & Address of Mortgage or Landlord				

COMPLETE THE FOLLOWING INFORMATION FOR ALL CORPORATE OFFICERS, PARTNERS OR AN INDIVIDUAL

Name & Title		Name & Title	
Home Address		Home Address	
City	State	Zip Code	City State Zip Code
Home Phone No.	Social Security No.	Home Phone No.	Social Security No.
Drivers License No.	Expiration Date	Drivers License No.	Expiration Date

BANK REFERENCE

Bank Name, Address, City, State & Zip Code		
Checking Account No.	Savings Account No.	Name Shown on Bank Account
Bank Name, Address, City, State & Zip Code		
Checking Account No.	Savings Account No.	Name Shown on Bank Account

TRADE REFERENCE

Name, Address, City, State & Zip Code	<i>*Please do not include companies that you are on C.O.D. terms with</i>

TERMS OF AGREEMENT

The undersigned ("Purchaser") agrees that all purchases made by Purchaser from United Pacific Co. ("Seller") are subject to the following terms and conditions:

1. All amounts due for goods and services purchased from Seller are payable at the Seller's distribution facility from which the goods and services are delivered. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full as stated herein.
2. All amounts due Seller are payable in accordance with the payment terms granted by Seller on its invoice. If any amount due Seller is not paid in accordance with such payment terms, a delinquency charge shall be added to the sum due, which charge shall equal the amount obtained by multiplying the delinquent balance by the lesser of (a) one and one-half percent (1.5%) per month or (b) the maximum lawful rate permitted to be charged under the applicable state's law.
3. Purchaser shall pay Seller a service charge in the amount of \$30.00 per check for all checks returned by Purchaser's bank; provided, however, that such service charge shall not be due and payable in the event such payment would result in the violation of the usury laws of the applicable jurisdiction.
4. In case of suit or action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and court costs and disbursements in addition to any other amounts. In addition, the prevailing party shall be entitled to attorney fees and costs in any arbitration or on any appeal. All actions shall be brought in courts located in Washington County Oregon. Oregon law shall govern the construction, interpretation and enforcement of this Agreement.
5. Purchaser shall notify Seller by certified mail of any change of ownership of Purchaser. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects, and Purchaser authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser.
6. By signing this document, Purchaser authorizes the Bank References listed on page 1 to disclose to United Pacific Co., information regarding the account(s) listed.

"PURCHASER"

Credit terms requested: _____ Customer credit limit requested: _____

Date Signed by Title

Date Signed by Title

Date Signed by Title

INDIVIDUAL PERSONAL GUARANTY

I, _____, for and in consideration of your extending credit at my request to _____ (the "Company"), personally guarantee prompt payment of any obligation of the Company to United Pacific Co. ("Seller"), whether now existing or hereinafter incurred, and I further agree to bind myself to pay on demand any sum which is due by the Company to Seller whenever the Company fails to pay same. It is understood that this guaranty shall be an absolute, continuing and irrevocable guaranty for such indebtedness of the Company.

I expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default of nonpayment, notice of acceptance of this guaranty, notice of the extending of any guaranteed indebtedness already or hereafter contracted for/by the Company, notice of any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness. I further waive any right to require Seller to proceed against, or make any effort at collection of the guaranteed indebtedness from, the Company of any other party liable for such indebtedness.

In the event of any action by and between the parties to enforce the terms and conditions of this agreement or any and all rights by and among the parties, including payment of any obligation, the prevailing party therein shall be entitled to recover reasonable attorney fees, in addition to any other amounts. In the event more than one party executes this Guaranty as a guarantor, then each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness, and, in all instances herein, the singular shall be construed to include the plural.

EXECUTED AT _____ ON _____

GUARANTOR SIGNATURE PRINT NAME SOCIAL SECURITY NO.

GUARANTOR SIGNATURE PRINT NAME SOCIAL SECURITY NO.

WITNESS SIGNATURE PRINT NAME SOCIAL SECURITY NO.

FOR OFFICE USE ONLY

Credit Terms	Credit Limit	Approved by	Date Received
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