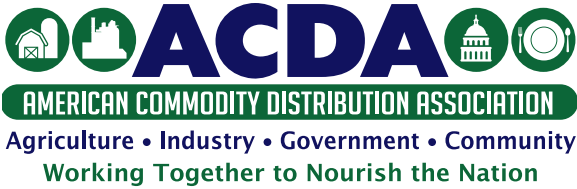


NET OFF INVOICE FORM



NET OFF INVOICE PROCESSOR/DISTRIBUTOR AGREEMENT

In preparation for the 20 to 20 school year, it is essential that all elements required for a successful "Net Off Invoice" system be in place at the Processor and at the Distributor

Please note that these Agreements are suggested as Templates and can be modified as mutually agreed upon by both parties (Distributor and Processor)

The Value Pass Through Method is defined by the Recipient Agency (RA) in their Procurement document with the Distributor.

Net Off Invoice is an approved value pass through method for processing USDA Foods. The method of handling these end items containing USDA Foods on behalf of the RA is outlined in the mutually agreed upon Net Off Invoice/Processor Agreement between the Processor and the Distributor.

Both parties signing below acknowledge our mutual responsibilities.

Processor has the following business practices:

- a. Order minimum is pounds mixed product
- b. Order to ship lead time is
- c. Standard payment terms are net days
- d. Other: _____

Distributor has the following business practices to include in this agreement.

- a. Receiving hours are:
- b. Lead time for delivery appointments is:
- c. HACCP plan on file including control and recall procedures for USDA food products
- d. Distributor requires the following shelf life at the time of delivery terms:

NET OFF INVOICE FORM

The following responsibilities are required for this Net Off Invoice Agreement as are mutually agreed upon by the Distributor and the Processor

- e. Distributor agrees to provide data transfer to Processor's designated system via electronic channels either daily or weekly (choose one) OR
- f. Distributor agrees to provide Processor with a usage report (in lieu of data transfer) in a format specified by Processor
- g. Processor will provide Distributor with each RA allocation and USDA food balance in a mutually agreed method-electronic is recommended.
- h. Processor is not responsible for any discounts given by the Distributor in excess of current USDA food bank balance of said RA.
- i. Processor will provide reimbursement to the Distributor for the value of the USDA food
- j. as follows:
- k. Program will take effect (enter date MM/DD/YY)
- l. Distributor will provide copies of invoices upon request by Processor.
- m. Information (including all RA sales activity) provided to Processor will be treated as proprietary and confidential.
- n. Distributor should contact RA within 24 hours, upon receiving notification of a recall
- o. Distributor should provide inventory and delivery information of recalled product to processor as soon as possible.

Processor or Distributor may terminate this Agreement in writing from either party:

- 1. days with cause
- 2. days without cause

Disposition of remaining inventory covered in this Agreement will be in accordance with terms and conditions of all approved ACDA Agreements.

NET OFF INVOICE FORM

DISTRIBUTOR	INFORMATION
NAME	
SHIP TO ADDRESS BILL TO ADDRESS	
CITY	
STATE	
ZIP	
WEB ADDRESS	

Name (Please Print)

Title

Signature

Date

DISTRIBUTOR CONTACT INFORMATION

	NAME	PHONE	CELL PHONE	EMAIL
Sales Contact				
Bid Coordinator				
Information Systems				
24/7 Recall				

NET OFF INVOICE FORM

PROCESSOR INFORMATION

PROCESSOR	INFORMATION
NAME	
ADDRESS	
CITY	
STATE	
ZIP	
WEB ADDRESS	

Name (Please Print)

Title

Signature

Date

PROCESSOR CONTACT INFORMATION

	NAME	PHONE	CELL PHONE	EMAIL
Sales Rep				
Bid Coordinator				
Information Systems				
24/7 Recall				