



4132 Airline Drive
Houston, TX 77009

Direct: 713-861-8107
Fax: 713-861-8121

New vendor application & agreement

FOR INTERNAL USE ONLY

L.S. Rep: _____ **Date:** _____

Approved for: Wholesale Purchases ONLY (Low Risk) Production (Med-High Risk)

Vendor Code: _____

I.- Company Information

Full Company Name:	
USDA PACA Number:	
FDA Facility Registration Number:	
Country:	
Website:	
Name of Main Contact:	
Street Address & Number:	
City, State and Zip:	
Phone Number (with area code):	Fax Number (with area code):
Main contact e-mail address:	Main Contact Cell Phone (with area code)
Type of Business Entity:	
Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/>	
Other _____	Number of Years in Business: _____

Payment Information:

Company Name (Only If different from main company name):	
Remit to Address (Only if different from physical address):	
City, State, Zip:	
Accounts Receivable Contact Name:	
AR Phone Number:	AR Fax Number:
AR Contact E-mail Address:	
Method of Payment:	
Check []	Wire Transfer []

Wire Information (Please note a \$27.00 bank fee will be charged per wire):

Legal Bank Account Name (Please be precise):	Account No:
Target Bank Name:	Account currency: USD [] MXP [] If Other, please specify:
Bank ABA and /or Swift Code	Clabe (required for Mexican Banks):

Intermediary Bank information. Fill out this section (ONLY IF APPLICABLE)

Intermediary Bank Name:	Intermediary Bank ABA/SWIFT CODE:
Special Instructions:	Intermediary Account No:

II.- Food Safety Information

Is your company third party certified under the Global Food Safety Initiative (G.F.S.I.)?

Yes [] No [] / Working towards it [] Expected date of certification _____

Please list scheme below:

BRC [] Global G.A.P [] SQF []

Other _____

****** PLEASE INCLUDE COPIES OF YOUR FOOD SAFETY CERTIFICATION(S) WITH THIS APPLICATION (Audit, Certificates & Corrective Actions)**** Your account will not be activated without them**

Social Responsibility Information:

Is your company third party certified for social responsibility?

Yes [] No [] / Working towards it [] Expected date of certification _____

Please list scheme below:

SEDEX - SMETA [] Number of Pillars 2 [] 4 []

Other _____

****** PLEASE INCLUDE COPIES OF YOUR SOCIAL RESPONSIBILITY CERTIFICATION(S) WITH THIS APPLICATION (Audits, Certificates & Corrective Actions) ******

Food Safety / Q.A. Main Contact Information:

Main Food Safety Contact Name:

Title and Position:

Food Safety Contact Cell Number:

Emergency Food Safety Contact Cell Phone:

Contact E-mail Address:

***** Please list all facilities and growing locations (packinghouses, processing rooms, cold storage, distribution warehouses, farms, ranches etc.) your company uses and/or could potentially use to supply Latin Specialties LLC. Use additional pages if necessary. Food safety audit documents for all locations (certificate(s), full audit report(s) and any corrective actions) **MUST be included with this application.*******

Other Key Food Safety Contacts:**Recall Coordinator**

Name	
Office #	
Fax #	
Cell #	
E-mail	
Alternative contact number (if applicable)	

Complains and Quality Assurance

Name	
Office #	
Fax #	
Cell #	
E-mail	
Alternative contact number (if applicable)	

III.- Product Information

Please give us a brief sample list of the products you intend to sell to Latin. Note that full product specifications including detailed product packaging and labeling information will be required at by our procurement and Q.A. teams prior to creating the first P.O.

Product Name & Description	Weight & box type	Box x pallet
1)		
2)		
3)		
4)		
5)		



January 1st, 2021

Latin Specialties LLC
4132 Airline Drive
Houston, TX 77022

Dear Produce Vendor:

Latin Specialties LLC, requires that all of our vendors of produce, food products and/or food contact packaging materials fill out a Pure Food Letter of Guarantee. This letter fulfills the documentation required by our food safety programs and quality Procedures. This document is a testament that your products are properly labeled, are free of adulterations and that they meet all minimum applicable food safety regulations outlined by the U.S. Food and Drug Administration Federal Food, Drug, and Cosmetic Act, Approved on June 25, 1938 and the United States Department of Agriculture F.S.M.A. laws implemented in 2016.

You may return the letter of guarantee to our corporate offices located at 4132 Airline Drive, Houston, TX 77022 or send via email or fax to your designated buyer. Please note that we are required to update this letter every three years for each vendor doing business with Latin Specialties LLC.

We thank you in advance for your help and cooperation with this matter.

Sincerely,

Jorge Vazquez
President
Latin Specialties LLC



IV.- Pure Food Letter of Guarantee and Indemnification Agreement

_____ (Company name). "from here on known as the Seller" guarantees that all articles of food ("Products") sold by the Seller to **Latin Specialties LLC** ("From here on known as the Buyer") during the period in which this guaranty if effective are (i) not be adulterated or misbranded within the meaning of the Federal Food, Drug , and Cosmetic Act of June 25,1938 as amended, and all regulations adopted there under (the "Federal Act"), or within the meaning of any state food and drug law, the adulteration and misbranding provisions of which are identical with or substantially the same as those found in the Federal Act (the "State Acts"), (ii) not be produced or shipped in violation of Sections 404 or 301(d) of said Federal Act and (iii)be in compliance with all the products produced for Buyer will be made with the raw materials described in the specifications of such products, will be made with, packaged and labeled in accordance with such specifications, and will meet the quality standards established from time to time by Buyer

Seller represents that it has implanted HACCP Food Safety Systems in all its production facilities as required by the USDA and FISMA. Seller further guarantees that no articles of food sold by the Seller to Buyer during the effective period of this guaranty will contain any food additive not approved or permitted under the Food Additives Amendment of 1958 to said Federal Act, whichever Act is applicable. In addition, Seller guarantees that no articles of food sold by Seller to Buyer during the effective period of this guaranty are classified as hazardous materials subject to Department of Transportation Regulations contained in 49 CFR 170-189. Seller further agrees to indemnify and hold Buyer harmless from and all Damages arising out of or resulting from, or in connection with, any allegation or finding of any violation under California's Proposition 65 resulting from the sale of Seller's products into California.

Seller agrees to defend indemnify, and hold Buyer , and its officers, directors, and shareholders, employees and agents , harmless from (i) any liability for or on account of any allegation or finding of a violation of any patent, trademark, copyright, or similar rights of any third parties arising from the purchase, use, or sale by Buyer of the Products; and (ii) any and all damages arising out of or resulting from, or in connection with, any allegation or finding of any breach of any warranty, guaranty, or certification to Buyer or in any way pertaining to, or in connection with, the manufacture, production, or sale of the products to or by Buyer, or from any consumer complaint, claim or legal action whatsoever, alleging damages resulting from the purchase or use of any of the Products; provided however, Seller will not indemnify Buyer under the following conditions:

- a. The damage or liability was caused by damage or change to the Product which occurred under Buyer's control
- b. The damage or liability was caused by the gross negligence or intentional act of an agent or employee of Buyer.
- c. Buyer had unreasonably refused to cooperate with the Seller in the investigation or defense of a claim covered by this Agreement
- d. With respect to clause (i), damage or liability relating to any labels supplied by Buyer, or to specifications for the Product supplied by Buyer, if the products were made in accordance with the guaranties expressed herein, in which event Buyer shall defend, indemnify, and hold Seller harmless from any patent, trademark, copyright or similar rights of any third parties relating to the production of any Products pursuant to Buyer's Specifications or as to Buyer's labels.

If buyer discovers that any of the Products fail to meet the guaranty provided herein, Buyer shall provide reasonable notice to Seller and Seller shall promptly reimburse Buyer by means of a refund or credit for the purchase price of the Product in question. The forgoing remedy shall not be Buyer's exclusive remedy or damages for failure of the Products to comply with the above guaranty. Nothing contained herein shall limit Seller's indemnification of Buyer as to third party claims.

Seller agrees to comply, at all times while any of the products are being offered for sale by Buyer, with Buyer's Certificate of Insurance requirements.

This guaranty shall continue to be effective until it is revoked by either party by the giving ten days' written notice to the other party. This guaranty revokes any prior guaranties provided by Seller and may not be amended or abridged by any document issued by Buyer which has not been accepted and signed by Seller. No revocation of the Guaranty shall be effective as to any product which is ordered prior to revocation.

By: _____

Print Name: _____

Company Name: _____

Title: _____

Date: _____

III.- Supplier Insurance Requirements

Each vendor selling to Latin Specialties LLC is required to provide insurance certificates which satisfy the following requirements:

- (i) Workers compensation insurance with statutory limits, and Employers Liability insurance with limits of not less than \$1,000,000 per accident.
- (ii) Commercial general liability insurance with a limit of not less than \$2,000,000 each occurrence and \$5,000,000 in the aggregate; and
- (iii) Business automobile liability insurance with a limit of not less than \$1,000,000 each accident, which insurance shall include coverage for owned hired and non-owned automobiles.

Insurance shall be maintained at all times and while any products are being offered for sale by supplier to Latin Specialties LLC. Please send COI to:

Latin Specialties LLC
4132 Airline Dr
Houston, Texas 77022

Each certificate shall reflect Latin Specialties LLC as Additional Insured and provide that such insurance shall not be canceled except on 30 days' prior written notice to Latin Specialties LLC

Liability Insurance Information:

Insurance Company Name, Agent name & phone number:	Insurance Account Number:
Coverage Amount /Limits: Expiration Date:	<p>NOTE: ** Please include copy of COI naming Latin Specialties LLC as an insured party in your policy.</p>

TERMS AND CONDITIONS TO VENDOR APPLICATION

BY SIGNING THIS APPLICATION YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS FOR DOING BUSINESS WITH LATIN SPECIALTIES LLC:

- (1) Unless otherwise stated in our order, all product sold to Latin Specialties should be of the finest and best grade available in the marketplace (Grade “A”) and must have a reasonable amount of shelf life left in it suitable for resale to retail operations or to other wholesalers.
- (2) Latin Specialties agrees to notify seller immediately upon receipt of merchandise if quality is not up to agreed standards. In case of bad product, seller agrees to remove the product from Latin Specialties’ facility and to reimburse Latin Specialties for any inspection, freight, unloading charge, and/or other reasonable expenses incurred. Latin Specialties reserves the right to retain sufficient quantities of product to cover such expenses.
- (3) If product is not removed from Latin Specialties’ facility within 48 hours of notification then Latin Specialties reserves the right to discard or repackage any product. Seller will reimburse Latin Specialties for all expenses related to the disposal or repacking and/or will reduce the cost of the product to account for disposal or repacking.
- (4) Seller guarantees net weight of the product. In case of low weight, seller agrees that Latin Specialties may repackage the product to proper weight as agreed in the purchase order. Seller will reimburse Latin Specialties for all expenses related to the repack and/or will reduce the cost of the product in order to account for low weight.
- (5) In the event Seller delivers merchandise in excess of the quantity ordered, Seller agrees to not hold Latin Specialties responsible for such excess product and hereby appoints Latin Specialties, if it decides to do so, to act at its sole discretion to sell or otherwise dispose of any excess product on an open account basis in the marketplace. Seller will hold Latin Specialties without harm and without responsibility with respect to the disposition of any excess product.
- (6) Unless otherwise agreed (a) payment for product purchased will be due 10 days from invoicing, unless Seller is notified that the product is unacceptable; (b) payment in the United States may be by business check; (c) payment for purchases outside the United States may be by wire transfer; (d) Seller agrees to pay Latin Specialties a fee of \$27.00 per transaction for wire transfers and/or other forms of payment requested by Seller. Latin Specialties reserves the right of not using other forms of payment or increasing service fees in order to cover bank charges.
- (7) Seller agrees to supply Latin Specialties with proof of liability insurance and maintain coverage of a minimum of \$2,000,000 USD and designate Latin Specialties as a beneficiary.
- (8) Latin Specialties reserves the right to terminate its business relationships with Seller at any time.

Signature: _____

Name and Title: _____

Company: _____