



## Welcome to Ariola Imports!

Please find the attached forms in order to enter your business in our system, and in order to establish a line of credit with our company. We ask you to please complete these forms in their entirety, since incomplete information or missing signatures will slow down your credit approval process and delay your first order.

- Company Policies
- Credit Application and Agreement
- Terms of Sale and Credit Policy
- New Customer Set Up Form
- Seller's Permit Signature Form and Reseller's Permit Certificate Copy
- Copy of Driver's License
- Account Payable Set Up Form

Please submit your completed new account forms to any of the options below:



e-mail:  
[accounting@ariolainports.com](mailto:accounting@ariolainports.com)



**Ariola Imports**  
Att: New Account.  
P.O. Box 29250  
Los Angeles, CA 90029

Please allow 5 business days for review and for time to process your account

Thank you again for your interest in Ariola Imports and we look forward working with you and providing you with the highest level of products and services! If you have any questions, please contact us at (800) 372-2988



## **COMPANY POLICIES**

### **Truck Deliveries**

Deadline and delivery times are determined by your location to our regular scheduled delivery routes. We will do our best to accommodate to your requested delivery days and times.

- Our minimum order is \$350 for truck deliveries.
- For delivery less than \$350 we will charge \$5.00
- For delivery outside our area we will charge \$15.00.
- Orders must be placed before 5pm for next day delivery.
- We do not deliver to residential areas or homes.
- We charge a \$25 Emergency Delivery fee for same day delivery.
- We charge a \$10 delivery fee for Saturday delivery.

### **Warehouse Pick-Ups**

- Our minimum order is \$200 for any pick-ups in our warehouse.
- Orders must be placed one day prior to desired pick-up time.
- Same day or walk-in orders will not be processed.
- Pick-up hours are between 10:00 am - 4:00 pm Monday through Friday.  
10:00 am - 12:00 am Saturday.

### **Shipments by Courier**

- We do not ship any food products via UPS, FedEx, or any other courier.
- We do ship coffee products via UPS or FedEx as long as the order meets a \$300 minimum and the customer is responsible for all freight and handling charges.

### **Payment Terms**

Any orders placed prior to credit approval will be shipped on a C.O.D .basis. Accepted forms of payments may be checks, cash, ACH, wire transfers or credit cards.

Ariola Imports is a wholesale company. We only sell to the food and beverage service trade.



CUSTOMER ACCOUNT N°

TERMS

SALES REPRESENTATIVE NAME

## CREDIT APPLICATION AND AGREEMENT

*(Please fill out completely. Incomplete applications will not be processed)*

Business Legal Name : \_\_\_\_\_

Business DBA Name (if applicable) : \_\_\_\_\_

Billing Address : \_\_\_\_\_

Shipping Address : \_\_\_\_\_

City, State, Zip : \_\_\_\_\_

City, State, Zip : \_\_\_\_\_

Phone Number : \_\_\_\_\_

Accounts Payable Contact : \_\_\_\_\_

Federal Tax ID : \_\_\_\_\_

A/P Phone Number : (        ) \_\_\_\_\_

Type of Business : \_\_\_\_\_ Year Established : \_\_\_\_\_

A/P Email : \_\_\_\_\_

Owner/Officer Name: : \_\_\_\_\_

Owner/Officer Name: : \_\_\_\_\_

Home Address : \_\_\_\_\_

Home Address : \_\_\_\_\_

Telephone : (        ) \_\_\_\_\_

Telephone : (        ) \_\_\_\_\_

Bank Name : \_\_\_\_\_

Address : \_\_\_\_\_

Bank Officer Name : \_\_\_\_\_

Telephone : (        ) \_\_\_\_\_

Account Number : \_\_\_\_\_

\_\_\_\_\_

### Trade References

Business Name : \_\_\_\_\_

Account Name : \_\_\_\_\_

Telephone Number : (        ) \_\_\_\_\_

Fax Number : (        ) \_\_\_\_\_

Business Name : \_\_\_\_\_

Account Name : \_\_\_\_\_

Telephone Number : (        ) \_\_\_\_\_

Fax Number : (        ) \_\_\_\_\_

Business Name : \_\_\_\_\_

Account Name : \_\_\_\_\_

Telephone Number : (        ) \_\_\_\_\_

Fax Number : (        ) \_\_\_\_\_

### APPLICANT/CUSTOMER UNDERSTANDS AND AGREES THAT ALL PURCHASES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE AND EXTENSION OF CREDIT

The undersigned individually and on behalf of the Applicant named above, hereby authorizes the financial institutions and trade references identified above to release any credit and financial information requested by Ariola Imports to assist them in verifying credit. I also acknowledge and agree with the terms and conditions set forth on the reverse side of this application. The undersigned hereby certifies that the information he/she has furnished is true and correct and certifies that he/she is authorized to sign for and to bind the Applicant Customer and that the purpose of the account sought will be solely for commercial use.

\_\_\_\_\_  
Signature of Personal Guarantor, Individually

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Driver's License Number

**Copy Must Be Attached**

### CONTINUING AND UNCONDITIONAL PERSONAL GUARANTY

For value received and the further consideration of any credit that Ariola Imports has heretofore or may hereafter from time to time extend to the Applicant above, or any extension of time which Ariola Imports may grant for the payment of indebtedness heretofore incurred by the Applicant, the undersigned jointly and severally, do(es) hereby personally guarantee the full and prompt payment to Ariola Imports, its successors and assigns, of all indebtedness, including interest, which the said Applicant has heretofore incurred with, and does hereafter incur to Ariola Imports.

Notice of the acceptance of this Personal Guaranty, of extension of credit hereunder, extension of time for payment of indebtedness, default in payment, change in form of indebtedness, demand for payment hereunder, modification or renewal of any of said indebtedness or any part thereof, or of any matter with respect thereto, is hereby expressly waived.

This Personal Guaranty is an absolute, continuing, irrevocable, unlimited and unconditional guaranty of payment and shall be binding notwithstanding extension of time for payment, change in credit limits, terms of sale, form of indebtedness and failure to give notice of default or nonpayment to the Applicant or to the undersigned all of which is hereby waived. The undersigned also agree(s) to pay all costs (including reasonable attorney's fees whether incurred in connection with collection, trial, appeal bankruptcy proceedings or otherwise) of collection against the undersigned under this Personal Guaranty. The undersigned acknowledge(s) that this Personal Guaranty is entered into and payment is to be made hereunder in Los Angeles County, California, Ariola Imports stipulate(s) to venue in any legal action in connection herewith in Los Angeles County California. The undersigned waive(s) the right to jury trial in any action arising from or in connection with this Personal Guaranty. This Personal Guaranty shall inure to the benefit of Ariola Imports, its successors and assigns, and shall be binding upon the undersigned and their heirs and legal representatives.

\_\_\_\_\_  
Signature of Personal Guarantor, Individually

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Driver's License Number

**Copy Must Be Attached**



## TERMS AND CONDITIONS OF SALE AND EXTENSION OF CREDIT

The Applicant for credit, herein also referred to as the "Customer", in exchange for, and as inducement for Ariola Imports to extend credit, hereby acknowledges and agrees to the above Terms and Conditions of Sale and Extension of Credit and Company Policies.

1. Payment is due according to terms set forth on the invoice issued to Customer. Statements may be sent for informational purposes only. Past due accounts shall be subject to a 1-1/2% per month (18% per year or maximum allowable by law) finance charge on the unpaid principal amount. Payments received shall be applied first to finance charges and then to principal, with the payment being applied to oldest balances first, unless Customer specifies otherwise in writing with the payment. The location for payment for all purchases is P.O. Box 29250-Los Angeles, CA 90029.
2. Customer shall pay Ariola Imports an administrative fee in the amount of \$35 (or maximum allowed by law) for each returned item (whether check or ACH) that is dishonored for any reason.
3. Ariola Imports shall at all times have the sole discretion to determine the amount of credit, if any, which may be extended to Customer. Ariola Imports may similarly elect to terminate credit to Customer at any time in its sole discretion. Ariola Imports reserves the right to stop deliveries on accounts that exceed credit limits and/or invoice terms or if Customer's account is past due.
4. After twelve (12) months, any remaining unused Customer credit balance entry may be moved from Customer's Statement of account but shall continue to be reflected as a credit available to Customer in an appropriate accounting journal of Ariola Imports.
5. Any disputed item, price, term or provision of Ariola Imports printed invoice or statement, shall be made in writing by the Customer and sent to Ariola Imports within 5 days of date of receipt of invoice or statement in order to be considered. Any claim of spoilage, defect or shortage shall be made to Ariola Imports in writing within two (2) days of delivery in order to be considered. **In order to be considered for return credit, items must be in saleable condition, without labels or price tags, sealed original and unmarked boxes. We do not accept returns for refrigerated or frozen products.** Ariola Imports shall not be responsible for consequential or special damages in connection with sales made hereunder.
6. Unless Customer provides advance written instructions otherwise to Ariola Imports, all employees, apparent agents of the Customer shall be considered to be authorized to place orders, make purchases and accept deliveries on the account. Any special requirements regarding the placing of orders must be provided to Ariola Imports in writing by the Customer in advance.
7. This Agreement and all transactions between the parties shall be governed and interpreted in accordance with the laws of the State of California, without regard to the conflicts of laws provisions thereof. In consideration of any extension of credit by Ariola Imports, should any indebtedness not be paid in accordance with both invoice payment terms and these terms of credit, Customer agrees to pay all costs of collection including reasonable attorneys' fees, at trial and appellate levels and in bankruptcy, whether suit be brought or not, and agrees to the exclusive jurisdiction of and venue lying in the state and federal courts located in Los Angeles County, California in connection with all actions brought in connection with the account or purchases made by Customer. No *fomm non conveniens* defense shall apply. Customer waives the right to jury trial in any action related to Customer's account or purchases.
8. Customer shall notify Ariola Imports in writing at least twenty-one (21) days in advance of any change in the ownership or management of Customer's business. Otherwise, Customer shall continue to be responsible for all purchases made under the account.
9. Customer agrees that the following disclosure shall be deemed to be included on all invoices for perishable commodities sold to Customer. The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. Sec. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.
10. Customer authorizes its financial institutions to release information regarding account balances and credit history (both business and personal) and authorizes Ariola Imports and its agents to conduct credit searches and to contact trade references and others in connection herewith and in connection with future credit reviews.
11. This Agreement shall be binding upon Customer and its heirs, successors and parents and subsidiaries but is not assignable by Customer. This Agreement is assignable by Ariola Imports.



## **NEW CUSTOMER SET UP FORM**

BUSINESS LEGAL NAME : \_\_\_\_\_

DELIVERY ADDRESS : \_\_\_\_\_

RECEIVER CONTACT INFO : \_\_\_\_\_

PHONE # : \_\_\_\_\_ FAX # : \_\_\_\_\_ EMAIL : \_\_\_\_\_

DAY	ROUTE*	STOP*	RECEIVING HOURS
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			

### **CHEF'S INFO**

NAME : \_\_\_\_\_

EMAIL : \_\_\_\_\_ CELL # : \_\_\_\_\_

SPECIAL INSTRUCTIONS : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## **NEW CUSTOMER ACCOUNT PAYABLE SET UP FORM**

CONTACT NAME	POSITION	CECC#	EMAIL
1)			
2)			
3)			

EMAIL ADDRESS FOR STATEMENTS : \_\_\_\_\_

EMAILADDRESS FOR INVOICE : \_\_\_\_\_

**PAYMENT REMITTANCE HANCE ADDRESS:**

ARIOLA IMPORTS  
P.O. BOX 29250  
LOS ANGELES, CA 90029

- Please include a list of invoice paid at the Menlo Field.
- Please pay the oldest open invoice first.



## **SELLER'S PERMIT SIGNATURE FORM**

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FIRM NAME : \_\_\_\_\_

**I HEREBY CERTIFY,**

That I hold a valid sellers permit No. \_\_\_\_\_ Issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling \_\_\_\_\_; that the tangible personal property described herein which I shall purchase from: Ariola Imports LLC will be resold by me in the form of tangible personal property; PROVIDED; however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such property or other authorized amount.

Description of property to be purchased: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

At: \_\_\_\_\_ By and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Address: \_\_\_\_\_

**Please fully fill this form and along with a copy of your Reseller's Permit Certificate Fax to our offices at: (626)303-2654 or email to: [accounting@ariolaimports.com](mailto:accounting@ariolaimports.com).**

**Thanks for your cooperation!**