



Private Label Procedures

This information is designed to outline the steps and procedures involved with establishing a private label project. The contents of this document describe what is required from the client (private label) and the types of services provided by TexaFrance, Inc.

1. **Both TexaFrance, Inc. and the private label client must sign a standard non-disclosure agreement for the proprietary recipe and name.** The non-disclosure agreement may be based on TexaFrance's standard agreement or provided by the client.
2. **Recipe** – The client will provide TexaFrance with a recipe that contains the following information:
 - Clearly defined ingredients. If the ingredient is imported or unusual in origin, a source must be provided. If the recipe is based on another product, a copy of the label must be provided.
 - The form and/or size of each ingredient should be described in detail. (e.g., ground, whole pieces, pureed, ½” chunks, etc.)
 - All quantities will be expressed in **weight** such as lbs., ozs. or grams or fluid measurements such as tblsp., cup, qts. or gal. Quantities such as pinches, coffee mugs, scoops or portions of whole pieces (1/2 of yellow onion) are not acceptable.
3. **Costing** – TexaFrance will determine the manufacturing cost of your recipe based on the work necessary to formulate the recipe to meet government health requirements and to optimize shelf life. Services provided include but are not limited to:
 - Initial consultations and creation of the formulation (recipe).
 - Test cooking of initial batches.
 - Each recipe must be prepared and test coded at least once to verify yield, methodology of preparation, consistency, texture, taste, package, size color and initial pH of the product.
 - TexaFrance will submit on behalf of the client three finished samples and a copy of the final recipe to Texas A&M University. These samples will be tested by Quanta Laboratory for bacterial count and the potential shelf-life will be determined. The product will be classified according to acidity which in turn will determine the type of registration and documentation required.

4. **Labeling** – The client is responsible for providing TexaFrance with a label suitable for the chosen package. The submission must adhere to all requirements set forth by the FDA. Specifically ingredients print size, weights, nutritional information, addresses and licensing. The label must also include the UPC code.

TexaFrance can provide assistance in the following areas to aid in the professional development of the product label. **Clients must request this service and a separate agreement must be signed before work is performed. Services may include:**

- label design including shapes, sizes, and colors that promotes your product through shelf appeal
- artistic designer referrals
- camera ready UPC codes (provided on a contract basis)
- management of label production through established printing services commonly used by TexaFrance
- how to obtain a proprietary UPC Number. *This action should be started at the time a commitment to production is made since the process may take as long as three months.*

5. **Ordering** – After the above requirements have been met the client may place their first order of product. The minimum number of cases per order will be mutually agreed upon by TexaFrance and the client and will be based upon the size and nature of the product.

All orders are to be faxed to TexaFrance at 512-246-2716 and must include the desired delivery date, purchase order numbers and the quantity of product to be manufactured. TexaFrance requires a minimum of two weeks notice to process an order.

After the order request is faxed, a payment of 50% of the total invoice amount is due to TexaFrance. The remainder of the invoice balance is due upon delivery or pick-up of the product. The order must be picked up within 48 hours of the requested delivery date.

6. **Pricing** – The cost of production is affected by the following factors:
- Physical nature of the product
 - Type of ingredients and current material costs
 - Type of packaging and it's availability
 - The size and frequency of orders placed

All negotiated pricing is subject to change. TexaFrance reserves the right to alter any price after providing ten days notification to the client.

7. **Marketing** – marketing consultation is available for product placement in the Austin area. If a market study is to be performed in another city the cost will be determined on a case by case basis. **Clients must request this service and a separate agreement must be signed before work is performed.**

8. **Contract** - Clients agree to maintain a business relationship with TexaFrance, Inc. for the length agreed to by contract and as long as the following two conditions are maintained:
- TexaFrance maintains product quality consistent with customer specifications.
 - TexaFrance continues to produce the quantities of product requested by the customer in a reasonable time frame.

Termination Policy: Client agrees to give TexaFrance 90 days notice of contract cancellation to allow for an orderly exit.

We hope this information is helpful in planning your food production effort and we will gladly answer any questions you may have. TexaFrance, Inc. looks forward to working with you to ensure you success at every level of the manufacturing process.

Summary of the Production Process		
1	Non-Disclosure Agreement	Signed by both parties
2	Client Recipe/Ingredients Analysis	recipe must be clearly describe and accurately quantified in weight measurements
3	New Recipe Development	optional
4	Test Cook – first run	An additional run of the product at he client's request is \$100.00 per hour plus the cost of ingredients and packaging.
5	Submission to Texas A&M for classification and registration	Required by Law
6	Product Testing submission to Quanta Labs	Required by Law
7	Proprietary UPC Number	Required by Retailers
8	Marketing Strategy	by client request
9	Special Packaging	Arrangement w/package Seller
10	Special Boxes or Labels	Arrangement w/package Seller

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