



C&S
Wholesale
Grocers

Supplier Agreement

PAGE	Title	Sign and Return	Confirm Receipt
2	New Vendor Setup Information	X	
3	New Vendor Shipping Specifications	X	
4-6	Master Purchase Order Terms and Conditions	X	
7	Vendor Return Letter	X	
8-9	AP Setup Form	X	
10-11	Insurance Form	X	
12-13	W-9	X	
	Blank Invoice	X	
	Price Page	X	
	New item form (additional attachment)	X	
14-19	Vendor Portal Setup Letter		X
20	Price Change Letter		X
21	Price Change Checklist		X
22	Conditions of Sale		X
23	EDI Letter		X
24	ISQL		X
25	Bad Pallets		X
26	LTL Inbound Notification		X
	Demand Tec (additional attachment)		X
	Routing Guide (additional attachment)		X

VENDOR NAME:

SIGNATURE:

Date:



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NEW VENDOR SETUP INFORMATION

SECTION 1: NAME AND REMIT TO INFORMATION

Company Name:
Remit To Address Primary:
Remit to Address Secondary:
Remit to Address Tertiary:
City/State/Zip/Country:
Main Phone Number:
Fax:

SECTION 2: CUSTOMER SERVICE CONTACT

Contact Name:
Contact Title:
Contact Address Line 1:
Contact Address Line 2:
City/State/Zip/Country:
Phone:
Fax:
Email:

SECTION 3: BROKER INFORMATION

Firm Name:
Firm Address:
Firm Address line 2:
City/State/Zip/Country:
Firm Phone:
Contact Name:
Rep Phone:
Rep Email:

SIGNATURE:

Date:



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New Vendor Shipping Specifications

GENERAL SHIPPING
Do you have a direct plant ship program (Y/N) :
What is your published lead time (note if calendar or business days):
Is your company EDI compatible (Y/N):
(if not compatible, a charge of \$175 per invoice will be instituted. For any questions, please contact Cathy Frye @ 603-354-7558
Do you have pick-up allowances (Y/N):
Shipping Location Name:
Shipping location address:
Shipping location address line 2:
City/State/Zip/Country:
Secondary ship point:
Shipping Location Name:
Shipping location address:
Shipping location address line 2:
City/State/Zip/Country:
Minimum Load Size:
Maximum Load Size:
Do you have private label items(Y/N):
Freight Paid: YES
Jack Charges (if applicable) : YES
Terms:
C&S requires extended terms of 60 days on the first order



Master Purchase Order Terms and Conditions

THE UNDERSIGNED COMPANY (“SELLER”) DOES HEREBY AGREE THAT IN CONSIDERATION OF PURCHASES MADE, AND TO BE MADE, BY C&S WHOLESALE GROCERS, INC. (“BUYER”), SELLER SHALL BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS FOR ALL PURCHASES MADE BY BUYER FROM SELLER.

1. Seller, by the acceptance of orders from Buyer:

(a) guarantees that the products sold to Buyer are not adulterated or misbranded within the meaning of, and comply with, any applicable State or Federal laws or regulations, including the Federal Food, Drug and Cosmetic Act, and shall not be a product which may not, under the provisions of Section 404 and 505, be introduced into Interstate Commerce. Additionally, said products shall conform to all applicable Consumer Product Safety Standards, bans and rules issued under the Federal Consumer Product Safety Act (the “Act”) and the Federal Hazardous Substances Act (“FHSA”) and shall not be a product which is a banned hazardous product under the Act, or a banned hazardous substance under FHSA. In addition and insofar as applicable, said products have been inspected by the United States Department of Agriculture and shall not be adulterated or misbranded within the meaning of the Federal Meat Inspection act with all of its amendments, and shall not be an article which may not, under the provisions of Part 302 or 325, be introduced into Interstate Commerce. Seller represents and warrants that it is in full compliance with the Robinson-Patman Act of 1936 as amended. Seller further guarantees that any said products shall comply with all other federal laws, rules and regulations of all political subdivisions of the United States of America and with the laws, rules and regulations of the respective states and their respective political subdivisions whether now or hereinafter acted.

(b) agrees to defend and indemnify and hold harmless Buyer and Buyer’s customers, agents, officers, successors and assigns, harmless from all claims, actions, liability, damage, loss, fines or other penalties, and expenses arising or alleged to arise from patent, trademark or copyright infringement; from unfair competition; from injury to persons or damage to property due to defects or alleged defects in products sold by Seller to Buyer; in connection with a breach of the provisions set forth in Section 1(a) hereof; or from the failure of Seller to manufacture, produce, package, label or ship (if required) all merchandise and/or to furnish or supply services, equipment, or materials, in accordance with and in conformity with all legal requirements and in accordance with Buyer’s purchase order; provided, in the event the terms and conditions purchase order conflicts with or contradicts the terms and conditions of this master Purchase Order, the terms and conditions of this Master Purchase Order shall prevail.

(c) agrees to accept return of products that fail to conform with the terms and conditions of the Buyer's purchase order and this Master Purchase Order and to refund to Buyer the cost of said products and all expenses connected with the return.

(d) covenants that the merchandise sold to Buyer will comply with all of Buyer's written specifications.

(e) agrees to provide Buyer Certificates of Insurance demonstrating that Seller has insurance from an insurance company acceptable to Buyer, with a Best rating of A- or higher, covering the following:

(i) Comprehensive general liability insurance coverage in the minimum amount of \$2 million combined single limit bodily injury and property damage per occurrence/\$2 million aggregate.

(ii) Such certificate must also specifically state that this liability insurance includes blanket contractual liability or specifically state that it provides contractual liability coverage for the risks and obligations assumed under this Agreement.

(iii) "C&S Wholesale Grocers, Inc., and all Subsidiaries thereof" and "All C&S Customers" are to be named as an Additional Insureds through broad form endorsements to the comprehensive general liability insurance policy.

(iv) Automobile liability coverage in the minimum amount of \$2 million combined single limit bodily injury and property damage per occurrence/\$2 million aggregate.

(v) Worker's compensation coverage in accordance with the laws of the states in which Seller is conducting business in a form satisfactory to Buyer.

2. By accepting this order, Seller represents and warrants that the payment terms and cash discounts are equal to or more favorable than, the terms and cash discounts offered to all other buyers. Seller also represents and warrants that the prices of Products are equal to, or more favorable than, the prices of such Products offered to buyers of similar volume quantities of Seller's Products. Upon request by Buyer, Seller agrees to cause a duly authorized officer of Seller to certify compliance with this Section. In addition, Buyer may retain an independent auditor to audit Seller's compliance with this Section upon providing reasonable advance written notice to Seller. If Seller is unable to certify compliance and/or if Buyer determines that Seller has breached this Section, Seller agrees to adjust the payment terms, cash discount, and/or price of Products, as applicable, and provide any proportional rebate due and owing to Buyer as a result of Seller's violation of this Section.

3. If applicable, Seller guarantees that it has on file a "continuing guarantee" under the terms of the Textile Fiber Identification Act.

4. If Seller is required to furnish a Material Safety Data Sheet under the Community Right to Know Act, Seller agrees to provide Buyer the Material Safety Data Sheet for each product prior to shipment.

5. The shipper of goods supplied by Seller must certify on Bills of Lading that freight has been sorted or segregated according to sizes, brands, or other distinguishing characteristics and so tendered to the carrier.

6. Upon Buyer's request, Seller agrees to provide Buyer Seller's most current certified financial statements.

7. Seller agrees that the terms and conditions of this Master Purchase Order govern all transactions between Seller and Buyer and supersede any inconsistent terms on any purchase orders, confirmations, shipping documents or similar documents.

The individual signing this Master Purchase Order represents to Buyer that he or she executed this Master Purchase Order on behalf of Seller and that he or she is authorized to bind the Seller to the terms and conditions set forth above.

Name of Seller: _____

Name of Person Signing on
Behalf of Seller: _____

Signature: _____

Date: _____

Signature:



C&S
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Vendor Return Letter

To Our Valued Vendor / Broker Community:

As you are aware, C&S prides itself on maintaining a very high service level to our customer base, as well as minimizing our “out-of-stock” situations on a daily basis. We feel our high intensity, as it relates to having the right inventory, is important to both our customer and vendor community alike. The challenges we are faced with however, are dealing with dead/excess inventory tying up our warehouse space. We must ask for your help in this matter, by asking for your product to be sold on a guaranteed basis.

We will always work towards minimizing/reducing your exposure to dead/excess inventory but when the situation is not within our control, and we have exhausted all other options, we need to have the product picked up. The attached form needs to be completed and signed by your Company Representative, and returned to me at your earliest possible convenience.

Guaranteed pick-up of product, freight collect

Yes X

Payment of returned goods via check

Yes X

**** Both areas must be checked yes to proceed ***

Signature:



MERCHANDISE VENDOR SET-UP FORM

Date:		New		Change		Vendor #	
Buyer Vendor Numbers:							

NOTE: ALL FORMS LISTED BELOW ALONG WITH THIS CLAIM FORM ARE REQUIRED FOR SETUP

- COPY OF REMIT ADDRESS ON AN INVOICE OR VENDOR LETTERHEAD
- A COPY OF THE COMPLETED W-9 FORM
- CERTIFICATE OF INSURANCE NAMING C&S WHOLESALE GROCERS AS ADDITIONAL INSURED
- SIGNED COPY OF MASTER PO TERMS & CONDITIONS
- ALL CONTACT INFORMATION IS REQUIRED

Vendor Name:	
Remit to Address:	
Remit to Address 2:	
City, State:	
Zip Code:	
AR Phone #	
AR Fax #	
AR Contact Name:	
AR Email address:	
Tax Payer ID # (9 Digits)	

Classification:	Applicable	Certificate Number	Certifying Agent	Expiration Date
Hub Zone				
Standard Industrial Classification (SIC)#				
Minority Owned:				
African Americans				
Alaska Native Corporations				
Asian Pacific Americans				
Community Development Corp.				
Hispanic Americans				
Indian Tribes				
Native Americans				
Native Hawaiian Organizations				
Subcontinent Asian Americans				
Service-Disabled Veteran Owned				
Small Business				

Veteran Owned				
Women Owned				

****PLEASE OBTAIN VENDOR CLASSIFICATION INFORMATION**

PLEASE CHECK BOXES BELOW:

Sole Prop/Individual	
Partnership	
Corporation	
LLC	

PRODUCE VENDOR?	YES:		NO:	
-----------------	------	--	-----	--

EDI CAPABLE?	YES:		NO:	
--------------	------	--	-----	--

IF YES, DUNS#:

Department Requesting Vendor Set Up:

Name of Requester: PH EXT:

Print Authorizer's Name:

Authorized Signature:

MUST BE DIRECTOR OR ABOVE FOR VENDOR SETUPS



C&S
*Wholesale
Grocers*

Insurance

C&S requires all manufacturer's certificate of insurance naming C&S Wholesale Grocers as additional Insured. Enclosed you will find an insurance document that will need to be updated and filled in completely. Please be sure;

- **The certificate is current**
- **All types of insurance are completely covered**
- **Description of insurance must read as follows:**
 - **In accordance with master purchase order terms and conditions, C&S Wholesale Grocers, Inc., and all subsidiaries therefo' and "All C&S's wholesale customers" are to be named as an Additional Insured**

ACORD	CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YY)			
PRODUCER: Broker or Agent Name Address Phone Number Fax Number		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW COMPANIES AFFORDING COVERAGE COMPANY A Complete Name of Ins. Co (Best Rating)			
INSURED Insured Name Address		COMPANY COMPANY COMPANY			
COVERAGES					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, AND WITHOUT REGARD TO ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE ~ \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	XXXXXXXXXX	XXXXXXX	XXXXXXX	PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$
	OWNER'S & CONTRACTOR'S PROT Per Project Aggregate				EACH OCCURRENCE \$2,000,000
	Broad Form Venders & Broad Form Contractual				FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$fc
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$2,000,000
	<input checked="" type="checkbox"/> ANY AUTO	XXXXXXX	XXXXXXX	XXXXXXX	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY	If GL and AL have limits lower than \$2MM, umbrella must make up difference			EACH ACCIDENT \$1,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM		AGGREGATE \$		
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM		\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATU-LIMITS <input type="checkbox"/> OTHER
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:	XXXXXXXXXX	XXXXXXX	XXXXXXX	EL EACH ACCIDENT \$500,000
	<input type="checkbox"/> INCL. <input type="checkbox"/> EXCL				EL DISEASE - POLICY LIMIT \$500,000
					EL DISEASE EA EMPLOYEE \$500,000
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS					
In accordance with master purchase order terms and conditions, C&S Wholesale Grocers, Inc., and all Subsidiaries thereof and "All C&S's wholesale customers" are to be named as an Additional Insureds.					
CERTIFICATE HOLDER			CANCELLATION		
C&S Wholesale Grocers, Inc. 47 Old Ferry Road P. O. Box 821 Brattleboro, VT 05302 Attn:Risk Management			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY. ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		
ACORD 25-S (1/95)			©ACORD CORPORATION 1968		

Please complete all three parts below.

Part 1 – Tax Identification:

Name: _____

If you are a
SOLE PROPRIETOR or
SINGLE-OWNER LLC

Required: Personal name of owner of the business: _____

Optional: Business name if different from above: _____

Enter your TIN in the appropriate box.

For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security Number _____-_____-_____-_____-_____-_____-
--

OR

Employer Identification Number _____-_____-_____-_____-_____-_____-
--

Part 2 – Exemption: If exempt from Form 1099 reporting, check your qualifying exemption reason below:

Corporation

Note that there is no corporate exemption for medical and healthcare payments or payments for legal services.

Tax Exempt Entity

under 501(a) (includes 501 (c)(3)), or IRA

The United States

or any of its agencies or instrumentalities

A state, the District of

Columbia, a possession of the United States, or any of their political subdivisions or agencies

A foreign government or

any of its political subdivisions or an international organization in which the United States participates under a treaty or Act of Congress

Part 3 – Certification: I certify under penalties of perjury that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding **and**
- I am a U.S. person (including a U.S. resident alien).

Certification Instructions—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Person completing this form: _____

Signature: _____ Date: _____ Phone: (_____) _____

Address: _____ City: _____ State: _____ ZIP: _____

Instructions: We are about to pay you an amount that may be reported to the **Internal Revenue Service (IRS)**. The IRS will match this amount to your tax return. In order to avoid additional IRS scrutiny, we must provide the IRS with your name and Taxpayer Identification Number. The name we need is **the name that you use on the tax return** that will report this amount. We are required by law to obtain this information from you.

U.S. person. This form may be used only by a U.S. person, including a resident alien. Foreign persons should furnish us with the appropriate Form W-8.

Exempt from backup withholding. On page 2 of this form is a chart showing who is exempt from backup withholding. If you are exempt from backup withholding, indicate the reason why in part 2 of this form, and we will not send you a Form 1099.

Penalties: Your failure to provide a correct name and Taxpayer Identification Number may subject your payments to 28% federal income tax backup withholding. If you do not provide us with this information, you may be subject to a \$50 penalty imposed by IRS under section 6723. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 civil penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Confidentiality: If we disclose or use your Taxpayer Identification Number in violation of Federal law, we may be subject to civil and criminal penalties.

Instructions continued on Page 2

Please return this form in the enclosed envelope. Thank you for your cooperation.

Exempt From Backup Withholding

Instructions continued from Page 1

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. **Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities. Other payees that may be exempt from backup withholding include:
6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;
9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Privacy Act Notice

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply. Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes. If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien** or a **foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8. **What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding. You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions above and on the reverse.

Vendor Portal Access

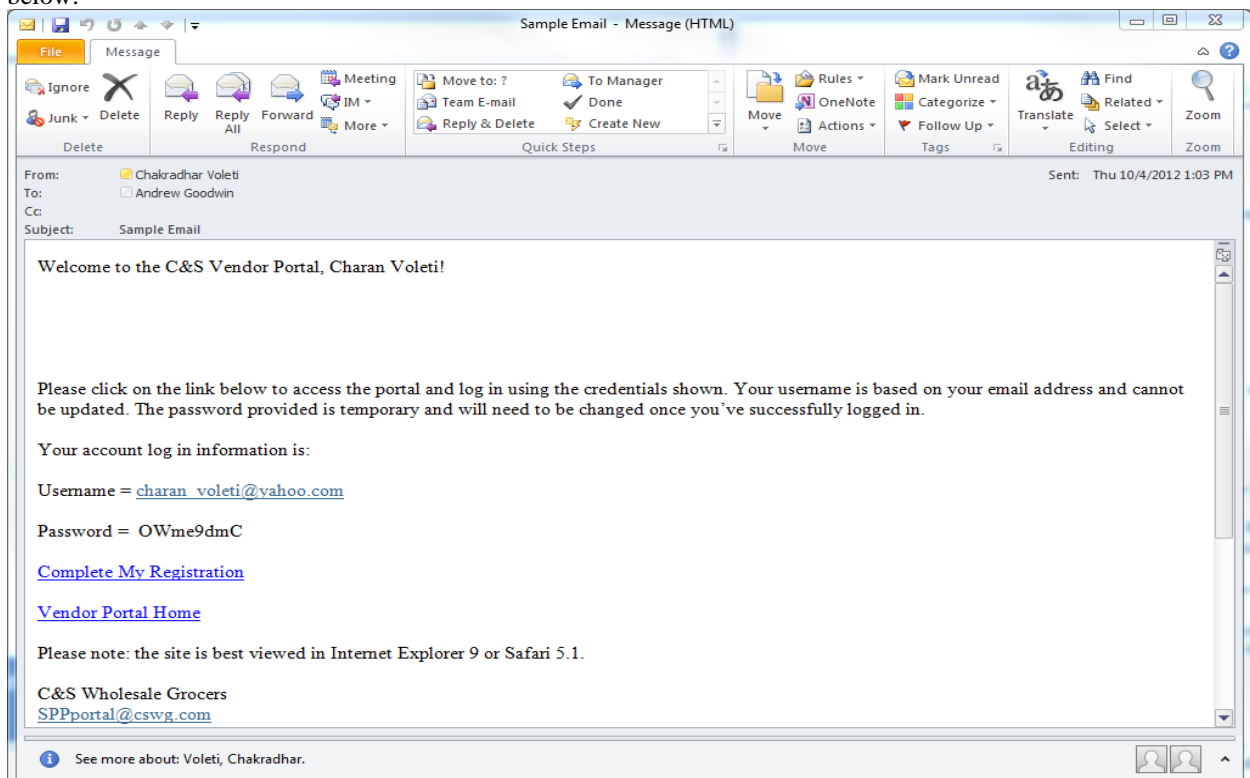
Master Data Management is the internal system in which C&S sets up new items. Manufacturers will setup items within C&S' network by logging into our vendor portal, which ultimately sends the information into our MDM system. Any and all new items (new items, conversions, special packs, mods, shippers, etc) will need to go through the following process, in order to be setup in C&S' systems.

To setup your account:

- Email the MDM team at MDMTEAM@ES3.COM
- Have the subject heading read "VENDOR PORTAL REQUEST"
- Include your first and last name, along with your business email address
- Please include your AP# and Vendor Name, which can be retrieved from your Merchandising Analyst.

*It is imperative to have your AP# and Vendor Name, prior to obtaining access to this site. We cannot successfully sign you up until your AP# has been issued.

The MDM team will then create a user account for you, which can then be confirmed by an automated email that will be sent out to the email address you provided, with your specific login information. The email will look like the below:



Please note, these emails will come from an automated email account at C&S (SPP@cswg.com), we have heard in some instances that a user's profile might cause this automated mail to go to a "SPAM" or "JUNK" folder, please be wary of this fact.

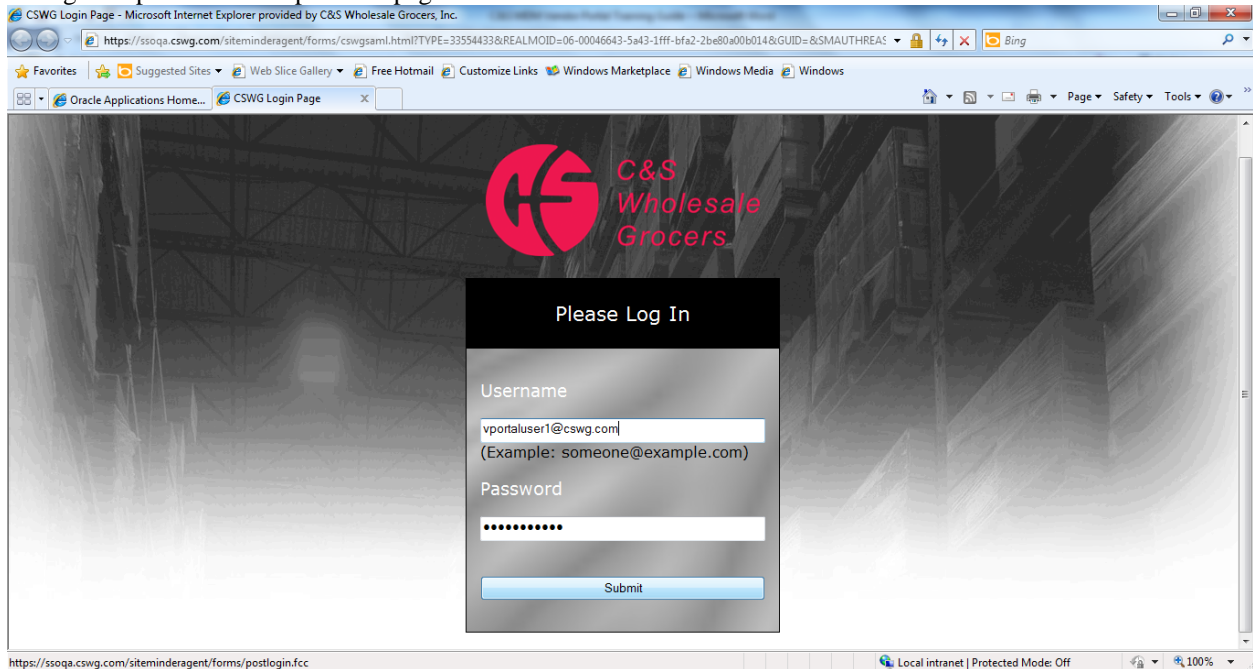
In order for you to complete the registration, please click on the "COMPLETE MY REGISTRATION" area that you see in your email. (Which you can see above). You will then be brought to the portal to finalize your overall registration.



Vendor Portal Access

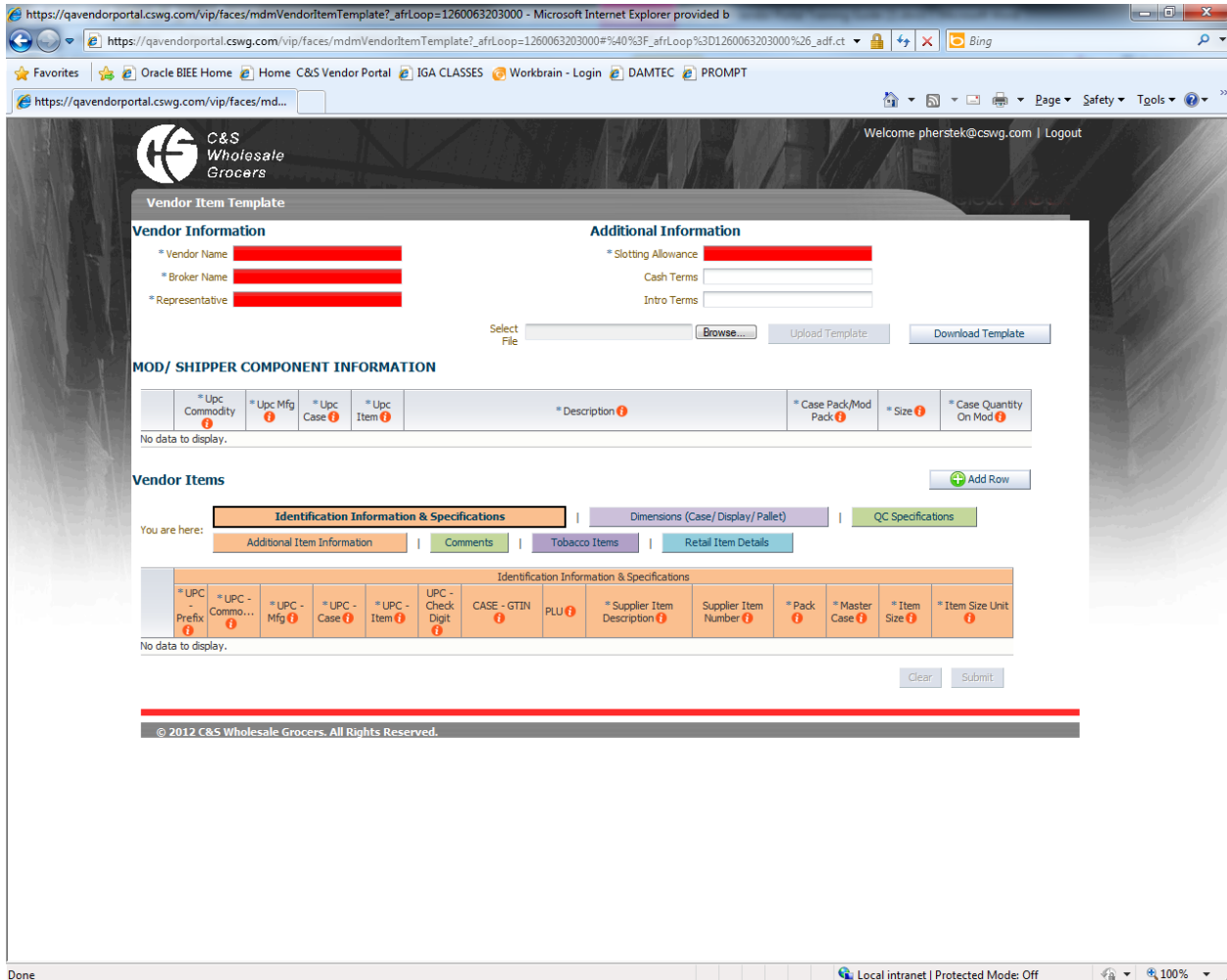
After you have completed your login, you can sign into the website using the following URL:
<https://vendorportal.cswg.com/vip>

This will then prompt you to the below screen, in which you can login using the User ID's and passwords obtained through the process on the previous page.



This will prompt you to the item input area, which looks like the below.

Vendor Portal Access



The screenshot shows a web browser window displaying the C&S Wholesale Grocers Vendor Portal. The page title is "Vendor Item Template". The form is divided into several sections:

- Vendor Information:** Includes fields for Vendor Name, Broker Name, Representative, Slotting Allowance, Cash Terms, and Intro Terms. There are red bars over the Vendor Name, Broker Name, and Representative fields, indicating they are mandatory.
- MOD/ SHIPPER COMPONENT INFORMATION:** A table with columns for UPC Commodity, UPC Mfg, UPC Case, UPC Item, Description, Case Pack/Mod Pack, Size, and Case Quantity On Mod. It currently displays "No data to display."
- Vendor Items:** A section with a navigation bar containing "Identification Information & Specifications", "Dimensions (Case/ Display/ Pallet)", and "QC Specifications". Below this is a sub-section for "Identification Information & Specifications" with a table of fields: UPC Prefix, UPC - Commo..., UPC - Mfg, UPC - Case, UPC - Item, UPC - Check Digit, CASE - GTIN, PLU, Supplier Item Description, Supplier Item Number, Pack, Master Case, Item Size, and Item Size Unit. All these fields have red bars over them, indicating they are mandatory. There are also small orange circles (information icons) next to several fields.

At the bottom of the page, there is a copyright notice: "© 2012 C&S Wholesale Grocers. All Rights Reserved."

As you can see, there are red sections. Those red sections, are mandatory to fill out. You will not be able to successfully submit an item, if there is a red section. You will also notice small orange circles. These are information sections, and if you place your mouse on one of those, an information box will pop up and explain to you what the current section is looking for.

Under the "VENDOR ITEMS" title, you will notice 7 colored boxes. You must click on these boxes, as it takes you to additional information, concerning the item. Once you have filled out the item completely, you will no longer see any error messages and you may hit the submit button.



Vendor Portal Access

You have the option to submit as many (non-shipper) items at once as you desire. If loading shippers, you must only do one at a time. Once you have submitted, you will see a count of the successful items you have submitted, and have the option to save a copy of what you have successfully submitted. If you submit 10 items, with 1 having an error, the system will accept the 9 items and load them, however reject the item with the error on it. You will have the option to go back into the item and correct your mistake, as opposed to starting from scratch.

The screenshot displays the Vendor Portal interface. A 'Data Submission Status' dialog box is open, showing the following information:

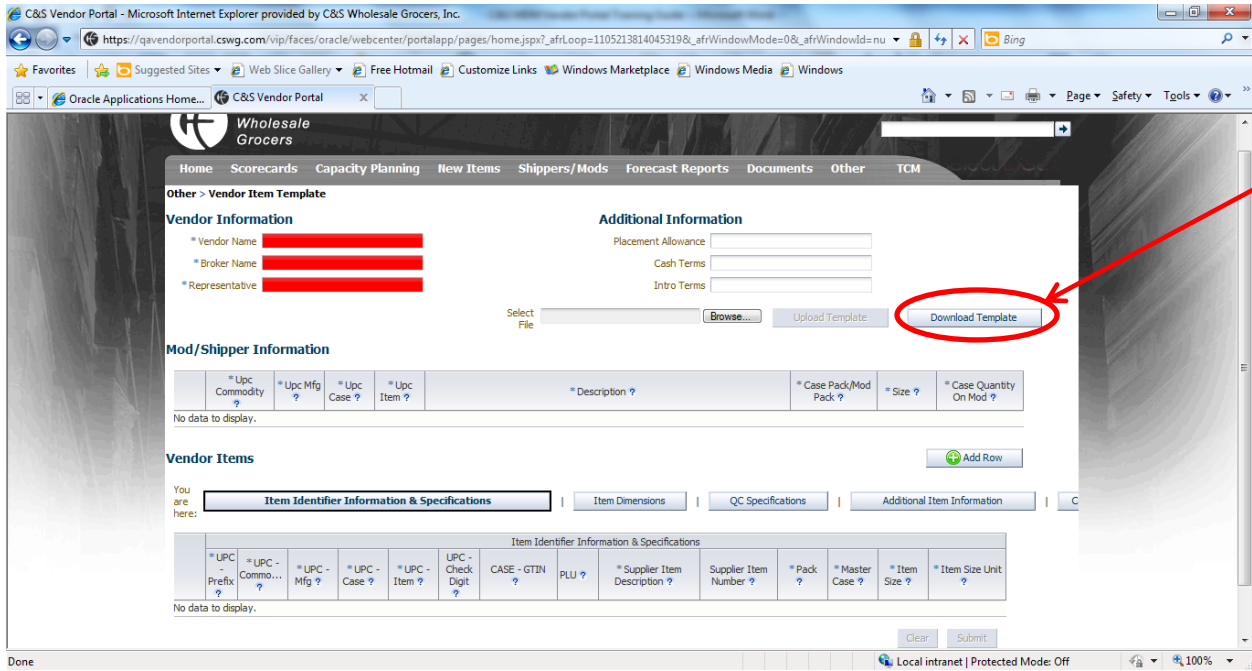
- Number of Records Saved: 3
- Number of Records that are not saved: 0
- Buttons: Save a Copy, Close

The background interface includes the following sections:

- Vendor Information:** Fields for Vendor Name (Supplier test 1), Broker Name (none), and Representative (Holly B).
- Additional Information:** Fields for Placement Allowance, Cash Terms, and Intro Terms. Includes 'Browse...', 'Upload Template', and 'Download Template' buttons.
- Mod/Shipper Information:** A table with columns for UPC Commodity, UPC Mfg, UPC Case, UPC Item, Description, Case Pack/Mod Pack, Size, and Case Quantity On Mod. It currently shows 'No data to display.'
- Vendor Items:** A table with columns for UPC - Mfg, UPC - Case, UPC - Item, Suggested Retail Price, Retail Placement Allowance, UNIT Length, and UNIT Width. It contains three rows of data.
- Navigation:** 'Add Row', 'Duplicate Row', and 'Delete Row' buttons are visible.
- Footer:** 'Local intranet | Protected Mode: Off' and '100%' zoom level are shown.

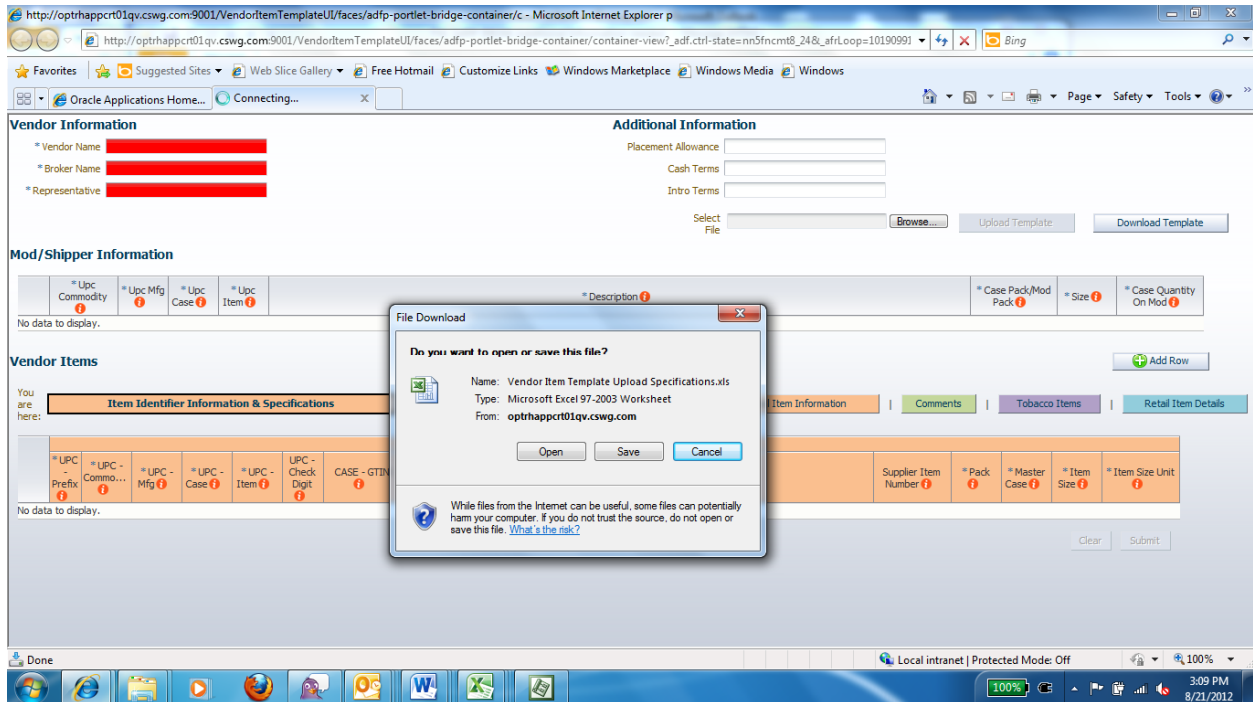
There is a secondary option to load items into this portal. As opposed to loading directly on the web based portal described above, you can upload a template. When you initially open the portal, there is a “Download Template” option. Please see screen shot below.

Vendor Portal Access



Please select the “Open” function, once you are prompted to the screen below.

Vendor Portal Access



You will then be taken into Microsoft Excel, and a template will populate for you. This template cannot be modified or adjusted. You cannot delete off any columns or any information. If you do, the template will not upload properly. If you do not have any information to load in specific sections, it is ok to leave blank. On the template, there will be a red *, these are mandatory sections, so please do not leave these blank. The template also has an additional tab that contains the document legend, providing a field by field description to help you fill out properly. Once you populate your file with your items, save it to your PC. Once you go back into the portal, you click the “Browse” button, in which you will then select the saved file. Click on “Upload Template” and the information will populate the screens. In the event there was something done wrong, the section filled out improperly will be highlighted in red, and you can adjust in the portal before submitting. Once all error messages have been eliminated, you would follow the same submit process as described above.



C&S
Wholesale
Grocers

Price Change Letter

Dear Valued Manufacturer,

As we are all aware by now, the rising cost to most commodities has created many costs increases that are now affecting our business. We have seen many variations to the structure of the actual price increases and at this time, we feel it necessary to simplify this process for both us and our mutual retailers.

For those increases that are stated to occur at a later date and are allocated during the interim period, the current structure is unacceptably complicated. We cannot continue to accept these challenges on a process that should be simple.

Allocations that force our retailers to control their sales are not acceptable and need to be reviewed and revised prior to implementation.

Allocations that are post-dated are not acceptable. For example: a cost increase going into effect on May 16 should not have allocations that started prior to this date.

Allocations that require us to place orders several weeks prior to the effective date are not acceptable. This forces us to predict our retailers' sales which is not possible.

As always, our number one priority is to service our retailers and provide the quality service level that drives sales. The aforementioned challenges prohibit us from attaining these goals. We ask for your help and support in making the necessary changes so that we can standardize the practice and simplify the process.

Requirements going forward:

- Need to provide to us a minimum of 30 days notice on any cost changes
- Orders against allocations cannot be required to be placed more than 7 days prior to effective date
- Orders already placed in our system prior to your announcement of an increase must be honored and shipped at current cost and not charged against our allocation

Should you have any concerns complying with these required changes, please coordinate a meeting immediately in Keene with your executive management team. Thank you.

Sincerely,

Tracy Moore
Senior Vice President of Merchandising, Marketing, and Trade Relations



C&S
Wholesale
Grocers

C&S Price Changes Checklist (Revised 5/13/13)

VENDOR:

REPRESENTATIVE

EFFECTIVE DATE:

The representative of the manufacturer and the merchandiser must sign and complete the following information before the price advance is accepted.

Has the manufacturer provided at least 30 days notice? Yes No

Last Ship Date at the old cost (Must match letter)

Last Order Date at the old cost (must match letter)

Is there an allocation on the product? Yes No

If so what is the allocation (in weeks)?

If there is an allocation, it must be clearly defined in the Vendor Letter.

Is Manufacturer's notification letter to C&S the same letter that was sent out nationally? Yes No

Any promotional activity affected by this increase that you have with retailers must be handled directly with the retailer.

Any ads within 3 months of this effective date will have net unit covering new unit already presented to the consumer.

If the items are in upcoming events (ads, food- show, P Deals, etc.), please list CSE #'s below to increase Bill Back and cover net unit.

Please note: If a decline, C&S will be floor stocking all inventory owned at higher cost.

Has the proper C&S paperwork been provided, with signatures?

Internal C&S deal sheets: Yes No

Manufacturers new price list: Yes No

Price increase/decline is not complete unless all information has been emailed to the C&S Merchandiser and submitted in Demand Tec

Signature:



Conditions of Sale

All electronic purchase orders of C&S Wholesale Grocers, Inc. are subject to the following conditions:

Equal Opportunity / Affirmative Action

Supplier/Seller agrees, to the extent applicable, to comply with Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and the implementing regulations for each found at 41 CFR Part 60. Supplier/Seller incorporates into this Agreement, as applicable, the Equal Opportunity clauses found at 41 CFR § 60-1.4(a), 60-250.5(a), 60-741.5(a), and 60-300.5(a), and will incorporate the clauses into all applicable subcontracts as required by 41 CFR § 60-1.4(d).

Notice of Employee Rights Concerning Payment of Union Dues or Fees

Supplier/Seller incorporates into this Agreement, as applicable, the obligations regarding the notice of employee rights concerning payment of union dues or fees found at 29 CFR Part 470, and will incorporate those obligations into all applicable subcontracts as required by 29 CFR Part 470.

Notice/Posting of Executive Order 13496

Supplier/Seller agrees, where applicable, to comply with the requirements of 29 C.F.R. Part 471, Appendix A to Subpart A.



EDI Letter

EDI PURCHASE ORDER AND INVOICE COMPLIANCE

To: All Suppliers and Brokers to C&S Wholesale Grocers, Inc.

In an effort to continue to reduce our collective cost of operation, and in keeping with the recommendations of the ECR committees, C&S, over the past few years, has made significant effort to improve the timeliness and accuracy of the data we are transmitting to our suppliers through the implementation of various components of Electronic Data Interchange (EDI). Our goal is to strive for a paperless environment.

With these efficiency goals in mind, C&S Wholesale Grocers, Inc. will require all suppliers and brokers to our facilities to be fully compliant in both EDI Purchase Orders (875 transaction set) and EDI Invoicing (880 transaction set), version 4010UCS. Each supplier, that cannot accept purchase orders from C&S or cannot transmit invoices via EDI, will be assessed a non-compliance fee of \$175. This fee will be levied against each invoice and purchase order that must be handled on a manual basis and will be used to offset the cost of manually processing your data.

For those vendors that have not committed the resources necessary to implement these EDI transaction sets, the following is a listing of three third-party EDI Providers that offer EDI services for other companies:

Grocery EC: (800) 443-3428 ADX: (888) 589-4889 SPS Commerce: (888) 739-3232

Our goal, at C&S, is to embrace the efficiencies that this industry has identified as key opportunities for cost savings. We will continue in our efforts to identify initiatives that will address unnecessary costs and to define processes that will significantly reduce or eliminate them.

We thank you for your support and ask that any specific EDI questions be directed to our EDI Helpline at EDITeam@cswg.com. This mailbox is monitored during regular business hours and requests will be answered in the order they were received.



ISQL Non-Compliance Chargeback Structure

C&S Inbound Safety & Quality requirements are separated into 5 High Level categories:

- Improper Paperwork
- Improper Palletization
- Product Issues
- Carrier Issues
- Bad Pallets

Under each of the High Level categories there are a number of low level categories which further identify the required area of expected compliance.

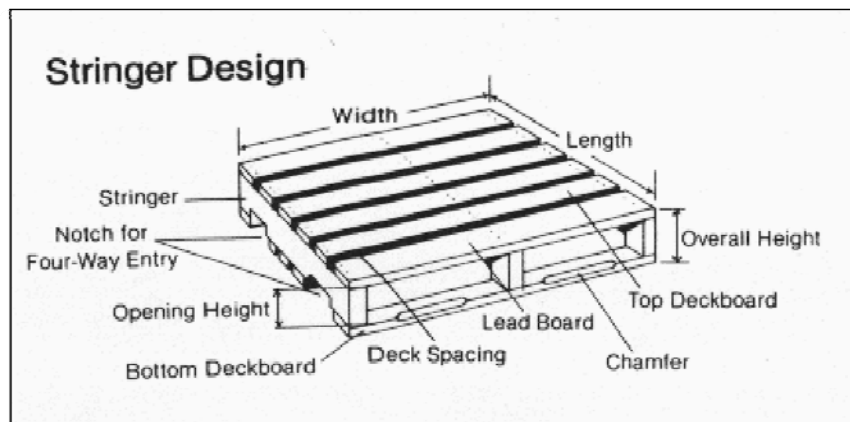
Associated charge back's of \$ 150 are assessed at the high level. This implies that if more than one low level violation is noted there is only one \$ 150 assessed for the High Level category. For example, if a load arrived without scheduling an appointment and the trailer is determined to be unclean, both low level infractions are listed under the high level category Carrier Issues. The charge associated is \$ 150.

The exception to this fee structure is Bad Pallets, Closed Code Dated Product and for appointments not scheduled on the web.

- Pallets which are cited as being in non-compliance will be assessed at a rate of \$ 20 each.
- Chargeback for closed code dated product is \$ 150.
- Chargeback for not scheduling appointments on the web is \$ 75

Bad Pallets

How to identify a 'BAD PALLET'



Pallets are the key to warehouse safety!

It is easy to identify a bad white wood pallet if you look for the following issues:

- Not made of hardwood
- Have broken top or bottom boards
- Have broken stringer/s
- Have more than one repaired stringer (including the metal 'studs')
- Have thin deck boards. (Less than $\frac{3}{4}$ inch, easily identifiable, they pull away from the nails)
- Have double stringers that jack can not be used to move the pallets
- Unacceptable for other reasons, i.e. loaded upside down, non standard size, opening height is too small to allow the pallet jack to disengage -please list reason(s). Please note that this does not include 'un chamfered boards' which are acceptable. (Un chamfered boards do not have the bottom boards angled as noted in the picture above)

For CHEP and PECO pallets refer to the 'CHEP Specs' flyer



LTL INBOUND NOTIFICATION

To Our Valued Vendors:

We are pleased to share with you our Less-Than-Truckload (“LTL”) “Preferred” Carrier program.

After several requests from the vendor community we have selected proven carriers to service our distribution centers. For the purposes of this program LTL is defined as individual shipments weighing 15,000 lbs or less and shipping on 15 pallets or less.

This program affords many benefits including greater visibility to the supply chain, increased efficiency, and predictable transit and service. Utilizing the “Preferred” Carriers is designed to minimize detention charges and accessorials as well as gaining the ease of attaining delivery appointments. Vendor partners should use the carriers provided in the chart below regardless of freight terms. Adhering to this program will ensure that your product reaches C&S in the most efficient manner.

The implementation schedule as well as other program updates will be posted to the Vendor Portal on our website www.cswg.com. For further information please contact LTL@es3.com. Thank you for your cooperation, we look forward to sharing in operational excellence.

Preferred LTL Carrier Chart:

		DESTINATION		
		CT/NJ/VT	MD/NY/PA	CA
Origin	AZ/CA	NA	NA	TONI
	OH/VA	NEMF	NA	NA
	CT/DE/MA/MD/ME/NH/NJ/NY/PA/RI/VT	NEMF	PYLE	NA

Utilize the closest Regional Carrier for all origin/destination pairs not shown above.

LTL Carrier Contact Information:

NEMF	New England Motor Freight	1-570-386-2311	corpserv@nemf.com
PYLE	A Duie Pyle	1-800-523-5020	cs@aduiepyle.com
TONI	Tony's Express	1-909-427-8700 x 367	tjacob@tony-express.com