**Beneficiary Certification & Vendor Agreement**

Date: mm/dd/yyyy

To: The Kroger Co. Invoice Reference: 123456

 1014 Vine Street Import Po Reference: 800-32111 / 600-77722

 Cincinnati, Ohio 45202

WE CERTIFY THE FOLLOWING TO BE TRUE:
**A.** To protect, defend, indemnify, and hold harmless, The Kroger Co., all its affiliates, and subsidiaries, agents, and employees,

 from and against any and all claims, actions, demands, liabilities, losses, cost, and expenses including attorney fees:
    1. Arising out of any actual or alleged injury to or death of any person, or damage to any property, or any other damage or

 loss, by whomsoever suffered, including Vendor or Kroger Co. resulting or claimed to result, directly or indirectly, from

 the purchase, shipment, storage, delivery, sale, or other handling of the goods sold hereunder, caused by the negligence

 of the vendor.
 2. Resulting from the actual or alleged breach of any Vendor warranties, guarantees, regulatory compliance or other

 covenants contained herein, or

 3. Resulting from any actual or alleged trademark, patent copyright, or other proprietary right infringement of the goods

 sold hereunder.
**B.**  1. The items covered under the above reference purchase order(s) contain no Class I or II Ozone depleting chemicals as

 defined by the U.S. Government Environmental Protection Agency.
    2. Stating the actual Manufacturer(s) Name and Address and Shippers Name and Address for U.S. Customs purposes: **Manufacturer Name:** **Address:**

**Shippers Name:** **Address:**

**C.**  That merchandise was not manufactured with convict labor and/or indentured labor under penal sanctions, nor with

 illegal child labor, either employed in production or manufacture of the merchandise.
**D.**  Any wood packing material used in this shipment has been heat treated or fumigated in accordance with U.S. Regulations and has been marked in accordance with the International Plant Protection Convention Standard ISPM Number 15.
**E.**  Have complied with all applicable laws, regulations, codes, and sanctions related to Anti-Bribery and Anti-Corruption as may be applicable to its performance, including but not limited to the U.S. Foreign Corrupt Practice Act, and we have not engaged in any activity, practice, or conduct which constitute a criminal offence under the U.S. Foreign Corrupt Practices Act if such activity, practice, or conduct had carried out in the U.S., and have complied with Kroger Ethics, Anti-Bribery, and Anti-Corruption Policies.
**F.**  All goods in this shipment have been found to be free of any defects and of top quality.
**G.**  Have cooperated in The Kroger Co. Trucking Security Program and met the below minimum criteria for

 compliance:
     1.  Select trucking and dray carriers that are dependable and willing to participate in security  measures.
     2.  Have trained personnel inspect all containers and seals prior to departure.
     3.  Designated a direct route to the port of departure or CFS station.
     4.  Estimate travel time for the trip.
     5.  Monitor actual time to destination.
     6.  Provide a gate in receipt for the trip.
     7.  State that the factory understands and is cooperating in this Trucking Security Program Factory must actually have a

 program in place and able to prove compliance on-site, if and when asked for.
**H.**   All composite wood products (including hardwood plywood, MDF and particle board) in this shipment meet formaldehyde emissions standards and labeling requirements under EPA TSCA VI & CARB.

I certify that all chemical substances in this shipment comply with all applicable rules or orders under TSCA and that I am not offering a chemical substance for entry in violation of TSCA or any applicable rule or order thereunder.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signer