

**FRED MEYER JEWELERS, INC.,
STANDARD VENDOR AGREEMENT FOR MERCHANDISE (PRODUCTS)
JANUARY 2017 SIGNATURE PAGE**

The signature set forth below acknowledges Vendor's agreement with and acceptance of this Standard and Vendor Agreement for Merchandise (Products) dated January 2017 and supersedes any prior Fred Meyer Jewelers Standard Vendor Agreement.

Vendor (legal entity name): _____

Business Entity Type (e.g., Corp., LLC, etc.): _____

Vendor Name as Shown on Invoice (DBA): _____

Vendor Taxpayer Identification Number (EIN/SSN): _____

FMJ Vendor Number: _____

Vendor Contact Name: _____

Vendor Contact Title: _____

Vendor Contact Address: *Street / Suite:* _____

City / St / Zip: _____

Vendor Contact #s: <i>Phone:</i>	<i>Fax:</i>
<i>Cell:</i>	<i>E-Mail:</i>

Vendor Emergency Contact Name: _____

Vendor Emergency Contact Title: _____

Vendor Emergency Contact Address: *Street / Suite:* _____

City / St / Zip: _____

Vendor Emergency Contact #'s: <i>Phone:</i>	<i>Fax:</i>
<i>Cell:</i>	<i>E-Mail:</i>

Name of Signatory (printed): _____

Signatory Signature: _____

Signatory Title: _____

Date Signed by Signatory: _____

PLEASE RETURN THIS COMPLETED SIGNATURE PAGE TO FMJ AND RETAIN A COPY FOR YOUR RECORDS.

STANDARD VENDOR AGREEMENT FOR MERCHANDISE (PRODUCTS) JANUARY 2017

This **Standard Vendor Agreement for Merchandise (Products)** dated January 2017 ("**Agreement**") is by and between **Fred Meyer Jewelers, Inc.**, a California corporation, on behalf of itself and its parent company, The Kroger Co. (together "**FMJ**") and the vendor designated on the Signature Page ("**Vendor**").

Introduction

Scope

The terms and conditions of this Agreement set forth FMJ's offer to buy and apply to Vendor with respect to Vendor's sale of goods, merchandise and incidental services ("**Products**") to FMJ. Products include for sale in its retail stores and on-line sites. This Agreement is effective as of the date it is accepted by Vendor (the "**Effective Date**") and applies to any shipment of Products made by Vendor to FMJ from and after the Effective Date. FMJ's operations are currently conducted under the following names: Fred Meyer Jewelers, Littman Jewelers, Barclay Jewelers and Fox's Jewelers.

Execution of Agreement

By its execution of this Agreement, Vendor acknowledges its acceptance of the terms and conditions contained herein and represents and warrants that Vendor's execution and delivery of this Agreement to FMJ has been duly authorized by all necessary corporate or other action on the part of Vendor.

Vendor will promptly deliver an executed original, email scan or facsimile of the signature page of this Agreement signed by a person of authority representing Vendor to its FMJ buyer or other representative ("FMJ Representative"), but in no event later than fifteen (15) days after Vendor's receipt of this Agreement. If FMJ does not receive an executed signature page from Vendor within this timeframe, Vendor's shipment of Products in response to a FMJ purchase order, whether electronically, orally or hard copy generated, constitutes Vendor's unconditional acceptance of this Agreement.

General Terms and Conditions

Additional Agreements

In addition to this Agreement, Vendor also participates in the following as marked:

- Consignment Agreement
- Supplier Collaboration Agreement
- Advertising Allowance Agreement (Marketing Support Agreement)

Agreements to be supplied after receipt of signature page.

Special Circumstances

Vendors that sell private label goods to FMJ or that sell Products based upon the transmittal of FMJ Purchase Orders by EDI may be subject to supplemental contractual requirements. It is the responsibility of each Vendor in these categories to inquire of FMJ what, if any, supplemental requirements may apply to its specific transaction.

Confidential Information

Vendor acknowledges that it may from time to time possess Confidential Information that has been created, discovered, developed by or provided to it by or on behalf of FMJ, which information has commercial value in FMJ's business and which is not in the public domain.

As used herein, "**Confidential Information**" means all information (whether oral, observed, or written) that is marked or treated as confidential, restricted, or proprietary by FMJ, including but not limited to customer information, pricing information, product information, employee information, information regarding business planning and operations, and administrative, financial and marketing activities.

Vendor will protect Confidential Information with the same degree of care that it uses in protecting its own confidential information, but not less than reasonable care. Vendor, will not, without FMJ's prior written consent use or disclose any Confidential Information to any person except its authorized employees who require the same in connection with fulfilling Vendor's obligations to FMJ. Vendor will not commercially utilize any Confidential Information without FMJ's express prior written consent.

Notwithstanding the foregoing, Vendor will have no obligation under this Section with respect to any Confidential Information that it can prove is: (i) received from a third party having a bona fide right to such information and not under an obligation of confidentiality; (ii) approved for release in writing by FMJ; (iii) developed independently without reliance on any Confidential Information; (iv) published or becomes generally available through no act or failure to act on the part of Vendor, (v) publicly known through no wrongful act of Vendor, or (vi) required to be disclosed by a court of law, provided Vendor notifies FMJ prior to such disclosure.

Vendor will return all Confidential Information contained in a tangible form upon termination of its relationship with FMJ, or at an earlier time at FMJ's request. Unless otherwise agreed in writing, Vendor shall not make copies of any Confidential Information.

Insurance Requirements

Vendor will maintain at all times while providing Products to FMJ, at Vendor's own cost and expense, insurance coverage of the types and in such amounts as described in **Exhibit A** with a company that has an A.M. Best Co. rating of "A-" or better. Products liability and completed operations insurance must provide coverage in respect of claims involving bodily injury or property damage arising out of or in connection with the Products. Vendor may comply with the required "*per occurrence*" limit through a combination of Primary and Excess Liability insurance policies. The insurance must be primary and not excess or contributing with any insurance or self-insurance maintained by FMJ. The insurance coverage required under this Agreement *must* be maintained by each Vendor for a minimum period of two (2) years following any purchase by FMJ or as long as the Products are still held by FMJ for resale or use, whichever is longer.

Vendor will deliver to FMJ, prior to shipping Products, a Certificate of Insurance including "The FMJ Co. and FMJ's affiliates and subsidiaries" as Additional Insured Vendors. Such Additional Insured status may be given by either an Additional Insured Vendors Endorsement or blanket Additional Insured Vendors coverage built into the Vendor's General Liability policy form.

The Certificate of Insurance must identify all self-insured retentions and/or deductibles to the current ISO general liability policy. The Certificate of Insurance must evidence that the stated insurance will not be cancelled (voluntarily or otherwise) without at least thirty (30) days advance written notice to Vendor's FMJ Representative. In the event of cancellation or expiration of said insurance during the period of time insurance coverage is required under this Agreement, Vendor must provide proof of replacement insurance a minimum of thirty (30) days in advance of the effective date of such cancellation or expiration. Failure to provide such proof of insurance will result in payments being withheld by FMJ until such time as such proof of replacement insurance is received.

If payment to Vendor is delayed by Vendor's failure to furnish FMJ with acceptable

proof of insurance, Vendor acknowledges that no discount terms previously negotiated with FMJ will be lost, revoked, denied or reduced, and FMJ will continue to enjoy such negotiated discounts to such extent as if payment were made within the time period necessary to obtain them.

Price Change Notification

Vendor must deliver to its FMJ Representative written notice in the form of a Specification Sheet of any proposed price change a minimum of thirty (30) days prior to the effective date of such price increase with respect to general merchandise items in accordance with the Fred Meyer Jewelers Quarterly pricing lock in **Exhibit B**. FMJ may establish additional price change notices and other procedures from time to time upon written notice to Vendor. FMJ will not be obligated to pay such price increase for any Products for which Vendor did not timely deliver such written notice.

Purchase Orders

The legal basis for FMJ's purchase of Products is set forth in its purchase orders ("**FMJ Purchase Order**") and in this Agreement. A FMJ Purchase Order may be transmitted by Electronic Data Interchange ("**EDI**"), GlobalNetXchange ("**GNX**"), other electronic format including facsimile and electronic mail, or in paper format. Additional requirements governing EDI transactions are set forth below in the section captioned "**EDI Transactions.**"

The terms and conditions applicable to a FMJ Purchase Order (the "**P.O. Terms and Conditions**") are attached as **Exhibit C**. Unless Vendor and FMJ have executed a written amendment to the P.O. Terms and Conditions, the P.O. Terms and Conditions apply to every purchase of Products by FMJ from Vendor. If there is an inconsistency between the terms and conditions contained in this Agreement (including the P.O. Terms and Conditions) and the terms and conditions contained in other documents relating to the business to be conducted between FMJ and Vendor, the terms and conditions of this Agreement (including the P.O. Terms and Conditions) will prevail unless the conflicting document provides otherwise and is signed by both FMJ and Vendor.

Product Recall Policy

In the event of any and all Product recalls that are either (i) agreed upon between Vendor and FMJ, or (ii) that are required (either by law or in the commercially reasonable judgment of FMJ because FMJ has reason to believe the Products are defective, dangerous, incomplete, infringe upon intellectual property rights, or are not in compliance with applicable laws or regulations, the Products will be returned to the Vendor at Vendor's expense. The Purchase Order Terms and Conditions continue to apply to Products that have been recalled. Any exceptions to this policy must be in writing and signed by the FMJ Representative prior to the return.

Stock Balance

As part of the normal course of business, FMJ requires the vendor to accept a minimum of 10% of net purchase as asset returns to help balance inventory and address the issue of items that perform at a less than satisfactory return on investment. (Less than $\frac{3}{4}$ turn in a 52 week period). If all vendor items achieve a minimum of $\frac{3}{4}$ time turn in 52 weeks, no stock balance may be required that year.

Fred Meyer Jewelers has a 100 day customer return policy to stay competitive in the industry. Merchandise returned, by a customer, within the 100 day return period may be returned to the vendor for credit. This includes special orders.

Defective

All defective merchandise that is received and deemed or later determined defective from the quality control department will be returned for credit at vendor's expense.

Salvage Terms

FMJ requires the vendor to accept five percent (5%) of net purchases as a salvage allowance. This allowance will help support our policy to accept trade-ins and address the issue of disposal of inventory that is not sellable. Current suppliers may receive non-active supplier's items as returns as part of their salvage allowance.

Scanning/Faxing

The parties agree that in the event Vendor returns the signature page of this Agreement via fax or other electronic means, FMJ will be entitled to rely on and enforce that version of the Agreement as if it were an original. Either party may rely on and/or enforce a scanned version of this Agreement as if it were an original.

Notices

Any notices required or permitted by this Agreement must be in writing and sent, in the case of FMJ to the FMJ Representative and in the case of Vendor to the Vendor Contact designated on the signature page of this Agreement. Notices will be deemed given on the date deposited in the mail, if mailed, or received, if delivered in any other manner.

Merchandise Requirements

Merchandise Requirements All merchandise presented to Fred Meyer Jewelers for purchase or memo consideration must have a completed specification sheet including image, vendor trademark, country of origin, Kimberley Process compliance and gemstone disclosures. All chosen items must have an electronic specification sheet sent before purchase order can be released.

Up to six (6) master samples will be submitted on memo to Fred Meyer Jewelers. Each sample should be numbered one (1) through six (6) to denote any variance in gemstone characteristics or color. Master samples representing acceptable gemstone characteristics and/or quality range will be reviewed and approved by the buyer and a quality control associate. Approved master samples should represent the lowest acceptable quality according to the product specification sheet. Any master samples not required will be returned to vendor along with a production master sample representative of the accepted quality and characteristics. Additional master samples may be retained for advertising purposes. Master samples will be returned to a vendor once an item is discontinued or if a new sample is submitted and approved.

All merchandise must be stamped with a quality mark and trademark. All merchandise must be individually bagged and tagged. All imported merchandise must be tagged with country of origin. Country of origin must be included on all invoices. All legal diamond and gemstone treatment disclosures are required on all invoices, where applicable. Invoices for diamonds or gemstones treated with irradiation types that fall under the Nuclear Regulatory Commission Energy Policy Act of 2005 (must include a NRC Compliance Assurance statement (See Exhibit C). All invoices containing diamonds must also include the Kimberly Process Certification statement (outlined in Exhibit C under Code of Conduct)

Under no circumstances, will Fred Meyer Jewelers accept diamonds that are synthetic, lab created, treated, laser drilled or enhanced without prior authorization by Fred Meyer Jewelers' Merchandising representative.

Quality Inspection Standards

- Minimum ring shank thickness 1.0 mm
- Minimum ring shank width 1.0 mm
- Minimum earring post diameter .72 mm
- Promotional earring post diameter .64 mm (per buyer specification)
- Gram weight tolerance -5% (finished weight complete)
- Diamond weight tolerance - .005 ct (decimal)
- Finger sizes
 - Ladies minimum size 7.0
 - Men's minimum size 10.0
- Bracelet Length
 - Ladies minimum length 7 inch +/- ¼ inch
 - Men's minimum length 8 inch +/- ¼ inch
- Pendant chain length 18 inch
- Necklace length 16 inch (or per buyer specification)
- Fineness quality mark
 - All Precious metals Required
 - Non precious metals Per buyer specification
- Trademark Required
- Country of origin disclosure Required on all imported merchandise
- Gemstone type on tag Required
- Diamond weight stamp Per buyer specification
- Gemstone/Diamond weight or mm size on tag - Required per buyer specification

Footnote

S:

1. The buyer can override product specifications that do not meet the above standards.
2. Diamond weight tolerance of .005ct is for stamped weights in decimals. Other total weights stamped in fraction form should refer to the Fred Meyer Jewelers diamond standard guidelines
3. All quality marks must comply with Federal Guidelines.
4. Gemstone name must be preceded by lab created or simulated, if applicable.

Quality Control Rejection Reasons / Codes

Fred Meyer Jewelers may reject product due to its decision that the product does not meet its standards. Reasons for rejection include but are not limited to the below listed criteria that may result in quality control failures:

- a) No quality mark/trademark
- b) No diamond weight (per spec)
- c) Incorrect/missing documentation or disclosure
- d) Porosity (visible to the naked eye or effects durability)
- e) Poor finish/polish/plating
- f) Incomplete casting/stamping
- g) Sub spec metal dimensions/below tolerance
- h) Sub spec finished weight/below tolerance
- i) Sub spec gemstone color/clarity/cut
- j) Sub spec gemstone weight/mm size
- k) Lasered/enhanced
- l) Substituted simulated/cz/synthetic
- m) Mismatched gemstones/components
- n) Non-functional
- o) Damaged/worn/dirty
- p) Mistagged/mislabeled
- q) Poor enamel/gluing/epoxy

- r) Does not match master sample/product specifications
- s) Failed Assay
- t) Carat weight below tolerance
- u) Loose/missing gemstone
- v) Chipped/surface breaks/large opens

The following standard guidelines will be used on all total weight merchandise.

1/20 carat	.05 - .06
1/10 carat	.085 - .11
1/8 carat	.115 - .14
1/6 carat	.145 - .17
1/5 carat	.18 - .22
1/4 carat	.23 - .28
1/3 carat	.29 - .36
3/8 carat	.37 - .44
1/2 carat	.45 - .57
5/8 carat	.58 - .68
3/4 carat	.69 - .82
7/8 carat	.83 - .94
1 carat	.95 - 1.17
1 1/5 carats	1.18 - 1.22
1 1/4 carats	1.23 - 1.28
1 1/3 carats	1.29 - 1.36
1 3/8 carats	1.37 - 1.44
1 1/2 carats	1.45 - 1.57
1 5/8 carats	1.58 - 1.68
1 3/4 carats	1.69 - 1.82
1 7/8 carats	1.83 - 1.94
2 carats	1.95 - 2.17
3 carats	2.95 - 3.17
4 carats	3.95 - 4.17
5 carats	4.95 - 5.17

Quality Control

The quality standard for all merchandise is agreed upon before the item is set up and ordered. The specification sheets will be analyzed and the clarity and color and all aspects of the item will be agreed upon.

Merchandise that does not pass our quality control inspection will be returned for full credit at the vendor's shipping expense.

Fred Meyer Jewelers has the right to reject any item that is deemed unsatisfactory in comparison to the samples provided.

If there is an excess of 10% rejection rate on any shipment, Fred Meyer Jewelers has the right to return the entire order and may charge a 10% late purchase order penalty or flat fee of \$500.00.

Fred Meyer Jewelers will randomly perform assay tests on items for metal content and take apart rings for diamond weight testing. These charges and/or items will be billed back to the vendor. The purpose of these tests are to ensure the merchandise we deliver to our customers comply with FTC regulations. If there are any discrepancies or failing of these tests it may result in discontinuing our business.

Accounting Office Policies

Vendor must provide a separate invoice for each FMJ Purchase Order shipped. A copy must be sent to the ship to location as the packing slip. Each invoice must include the following:

- Unique invoice number.
- Valid FMJ Purchase Order number.
- Vendor name and "remit to address".
- Complete address to which the product was shipped.
- Gross payment before cash discount.
- Payment terms.
- Total shipped quantity and total invoiced quantity.
- Invoice date must be on or after the ship date.
- Disclosures: Country of Origin, Enhancements, Treatments, NRC Compliance Assurance Statement, System of Warranty Statement, etc.

Vendor must notify FMJ's Accounts Payable department in writing of any change to Vendor's "remit to address." Failure to do so will delay future payments. Notification information for the various FMJ entities is available from the FMJ Representative.

PO Box 42121
Dept. XYZ
Portland, OR 97242

Unless otherwise agreed in writing, terms of payment for the Products ordered will begin on the later of the date the Products ordered were scheduled for delivery or are received at FMJ's designated location and discounts will be calculated on the gross amount.

Vendor acknowledges and agrees that all payments to the Vendor from FMJ will be made via check or wire transfer and that no payments by FMJ to Vendor shall be made in cash.

If Vendor ships Products prior to the date shown on the FMJ Purchase Order; payment will be made based upon the scheduled receiving date, increasing the original terms by the number of days early. All early shipment requests must be in writing and signed by the FMJ Representative.

Vendor must reference the invoice number(s) of transaction on check remittance when making inquiries. When initiating correspondence, vendor must provide explanation for payback request. Vendor must fax to Accounts Payable all inquiries and requests for payback. All requests for payback must be received by FMJ no later than 18 months from invoice date. Late requests will be denied.

FMJ will notify Vendor of invoice payment discrepancies by advice messages on check stubs. Separate debit memos will not be issued. The deadline for inquiries regarding advice messages is ninety (90) days following issuance.

Vendor must keep full and detailed accounts for a period of not less than two (2) years or as required by law and exercise such controls as may be necessary for proper financial management with respect to transactions with FMJ. FMJ reserves the right to audit up to two (2) years of Vendor's books and records at any time with respect to Vendor's charges, policies, procedures and transactions with FMJ. Any resulting claims will be immediately deducted with or without prior Vendor approval or notice.

FMJ reserves the right to deduct, set-off or withhold payments determined by FMJ to be due and owing by Vendor, whether determined by FMJ in the course of any audit

conducted on behalf of FMJ or otherwise, if Vendor has not made payment within thirty (30) days after the invoice date. FMJ will not be responsible for any late charges, penalties or assessments in connection with the assertion of its rights to deduct, set-off or withhold such amounts. Vendor promotional offers and allowances will be administered and implemented by FMJ pursuant to FMJ's current guidelines, a copy of which is available from the FMJ Representative.

Vendor will pay to FMJ the amounts set forth in the Noncompliance Fee Schedule attached as **Exhibit D** for any noncompliance with this Agreement. The amounts set forth in **Exhibit D** are in addition to and not in lieu of Vendor's Indemnification and other obligations under this Agreement.

EDI Transactions

Use of EDI

Maximizing use of Electronic Data Interchange (EDI) is a key priority of FMJ. Cooperative efforts through the use of EDI have resulted in increased accuracy, improved timeliness, and reduced operating expenses. FMJ supports a variety of different EDI Transactions, some of which are mandated through an “**EDI Non-Compliance**” program. Information relative to available transactions sets, FMJ's requirements, and supply chain programs leveraged through EDI can be found on the FMJ EDI web site: <http://edi.kroger.com> Vendor will comply with Advance Shipment Notification Requirements, as set forth in **Exhibit E**.

Because updates to the site are made on a regular basis, including posting of “Alerts”, all Vendors are expected to make site visits regularly. For new Vendors, the site provides valuable information on how to “Get Started” with FMJ. If Vendor does not have an EDI solution, suggestions are offered on the site and we encourage Vendor to contact one of our EDI Business Analysts. A current contact list is provided.

EDI Non-Compliance Program (DC Purchase Orders)

Vendors who accept product orders that require shipment to any FMJ distribution center (“**DC**”) are required to have the ability to receive the issued purchase order via EDI as well as to return the associated invoice via EDI. Vendors not meeting this requirement will be given ninety (90) days to comply. Should Vendor not conduct the transactions via EDI within the ninety (90) days required a \$150.00 fee (per invoice) will be deducted by FMJ from payment to help offset the cost of manual processing. Acceptance of a FMJ Purchase Order will signify consent to this term of purchase.

Standards

FMJ utilizes the standards of ANSI ASC 12 while following the industry guidelines of UCS, VIC, and Motor. These standards may be changed by FMJ from time to time.

Transmissions

Documents are transmitted electronically to each Vendor through the use of valued added networks and on a limited basis directly to Vendor. Either party may contract with the value-added network of its choice, but thirty (30) days' notice must be given to the other party upon any change in the choice of the preferred value-added network. Each party is responsible for value-added network expenses for data sent or picked up from its own mailbox.

Acknowledgments

Vendor will acknowledge the receipt of transactions as facilitated through the 997 Functional Acknowledgment or alternative acknowledgment approved in writing by FMJ. FMJ will monitor these acknowledgments and take appropriate action if the expected acknowledgments have not been received within the time specified by the

standard and version being used, or within twenty four (24) hours, whichever is the shorter period.

Transactions sent to FMJ by Vendor will be acknowledged according to the guidelines for standard versions being traded. As the sender, it is Vendor's responsibility to verify that FMJ acknowledges the transmissions sent. It is Vendor's responsibility to take appropriate action if the expected acknowledgments have not been forthcoming within the time specified by the standard and version being used or twenty four (24) hours, whichever is the shorter period.

Garbled Transmissions

If any transmitted document is received in an unintelligible or garbled form, the receiving party must promptly notify the originating party in a reasonable manner.

Termination

FMJ reserves the right to revoke an EDI partnership at any time and to revert to the comparable paper process exchange.

Logistics Requirements

Vendor will comply with the following logistics requirements:

SKU/GTIN Policy

All Products sold to FMJ in consumer units for the purpose of resale must have a readable SKU or GTIN ("SKU") barcode affixed to the Product or the Product's "sellable" packing. The exceptions are items that have been declared exempt. All tags are to be purchased from Data2 unless prior approval was given. See your FMJ Representative for further clarification.

- ❑ All products must be shipped with appropriate tag attached according to instructions in **Exhibit F**. Cut or separate tags and attach appropriate tag to each item. Then place item in the sealable poly-bag. Be sure tags are viewable and are placed so the barcode can be easily scanned.
 - ❑ Vendor must communicate to its FMJ Representative, in writing, all changes to current model numbers, as well as the addition of new numbers, no less than ninety (90) days prior to shipment of Products to FMJ.
 - ❑ Vendor covenants that: 1) the SKU on the labels or packaging for all Products will be imprinted in an accurately scannable manner; and, 2) the SKU information will be correctly assigned to the Products. For the breach of either or both of these covenants, FMJ will charge Vendor in accordance with the Non-Compliance Fee Schedule attached as **Exhibit D**.
 - ❑ As technology changes, Vendor agrees to adhere to any additional labeling or identification requirements that FMJ requires.
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Product Preparation

Vendor must prepare Products for shipment as specified by the FMJ Purchase Order instructions, I.D.T.A., DOT CRF-49, I.M.D.G. requirements, and in accordance with the Terms and Conditions of the National Motor Freight Classification as it pertains to specifications for packages and the rules portion of the tariff.

Vendor must prepare Products for shipment as specified by the FMJ Purchase Order instructions, I.D.T.A., DOT CRF-49, I.M.D.G. requirements, and in accordance with the Terms and Conditions of the National Motor Freight Classification as it pertains to specifications for packages and the rules portion of the tariff.

- ❑ Apply tickets to product in accordance with the FMJ's Tagging Guidelines as outlined in **Exhibit F**, including any specific ticketing provisions and cost thereof:
 - ❑ Apply tags as specified by the FMJ's Tagging Guidelines:
 - Proper color.
 - Proper size and type.
 - Size indicator properly applied.
 - ❑ Custom pre-pack and package Products as specified by the purchase order:
 - Case quantity and inner pack quantity as specified.
 - Correct number of units.
 - Pre-assorted as specified.
-

Invoice & Packing Lists

A copy of the invoice is required as the packing list

Vendor must provide a separate invoice for each FMJ Purchase Order shipped. A copy must be sent to the ship to location as the packing slip. Each invoice must include the following:

- ❑ Unique invoice number.
 - ❑ Valid FMJ Purchase Order number.
 - ❑ Vendor name and "remit to address".
 - ❑ Complete address to which the product was shipped.
 - ❑ Net payment before cash discount.
 - ❑ Payment terms.
 - ❑ Total shipped quantity and total invoiced quantity.
 - ❑ Invoice date must be on or after the ship date.
 - ❑ Disclosures: Country of Origin, Enhancements, Treatments, NRC (Compliance Assurance Statement,) System of Warranty Statement, etc.
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Case Labeling

- ❑ FMJ name, address and FMJ Purchase Order number.
 - ❑ Vendor name and invoice number, if available.
 - ❑ Vendor style/stock number (list all styles in mixed cases).
 - ❑ Case-pack information by style, size breakdown, color, quantity, and lot code.
 - ❑ Label hazardous substances in compliance with the Federal Hazardous Substance Labeling Act and transportation method; I.D.T.A., DOT CRF-49, I.M.D.G. as may apply.
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Product Packaging

Vendor will comply with all reasonable ergonomic requirements established by FMJ and provided to Vendor, including but not limited to those pertaining to packaging weights, carton dimensions and handhold requirements. Vendor will utilize secure clamshell packaging to better protect high theft Products if requested by FMJ.

Case Packaging Routing and Shipping Instructions

- ❑ Vendor will list all FMJ Purchase Order numbers on the Bill of Lading. (This service may be performed by the carrier on the freight bill.)
- ❑ Mark all cartons and Bills of Lading with *complete* shipping address. Pack, mark and describe shipment on Bill of Lading in accordance with the National Motor Freight classifications, including I.D.T.A., DOT CRF-49, I.M.D.G.
- ❑ Call FMJ's Logistics Department for correct routing instructions on FOB origin shipments when the shipping point will be other than that shown on the FMJ Purchase Order. Any excess charges due to Vendor's failure to do so will be charged to Vendor.

- ❑ Provide FMJ with a contact name, address, and phone number, for each of Vendor's ship points, to receive updates to standard routing instructions.
- ❑ Follow the FMJ Logistics Department standard routing instructions for all collect shipments.
- ❑ Ship Products according to the date specified on the FMJ Purchase Order. Products shipped to arrive before the "due on" date or shipped after the cancel date (without written prior-approval by the FMJ Representative) are considered non-compliant and are subject to a non-compliance base fee charge.
- ❑ Ship FMJ Purchase Orders complete in one departure – backorders are not allowed unless the FMJ Representative gives prior written approval. Failure to do so will result in a chargeback for shipping costs associated with a backorder.
- ❑ Ship pre-approved backorders prepaid, FOB our dock at FOB Vendor expense plus applicable off invoice amounts.

FMJ covers marine insurance under its open marine policy on FOB origin shipments only. Any added costs caused by Vendor not following FMJ's instructions will be charged to Vendor.

EXHIBIT A

Fred Meyer Jewelers Vendor Insurance Requirements

Fred Meyer Jewelers may require higher insurance coverage limits and/or different coverages for certain product and service providers.

Underwritten by insurance companies rated A- or higher by A.M. Best

Must be shown as additional wording on Certificates:
 > “Fred Meyer Jewelers are Additional Insureds”
 > “Primary and Non-Contributory” (except Workers’ Compensation)
 > Waiver of Subrogation in favor of Fred Meyer Jewelers.

Certificate Holder Name and Address:
 Fred Meyer Jewelers
 3800 SE 22nd Avenue
 Portland, OR 97202

Must be shown as additional wording on Certificate: All insurance policies excluding workers compensation must be “primary & non-contributory”

General Liability

Commercial General Liability	\$3,000,000
Occurrence Basis	Yes
Product Liability / Completed Operations	\$3,000,000
Additional Insured – Vendors ISO 2015 11/88	Yes
Advertising Injury	1,000,000
Each Occurrence	\$3,000,000

The following coverages are required if services are provided by Vendor on Kroger premises, or as otherwise required by Kroger:

Auto Liability

Any Auto	Yes
Combined Single Limit – Bodily Injury and Property Damage	\$2,000,000

Note: As it concerns Auto Liability, a combination of “All Owned Autos, Hired Autos & Non-Owned Autos” OR “Scheduled Autos, Hired Autos & Non-Owned Autos” is acceptable

Workers Compensation

Statutory Limits	Yes
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Employers Liability

Each Accident	\$1,000,000
Disease Policy Limit	\$1,000,000
Disease Each Employee	\$1,000,000

Note: a) Required coverage limits can be achieved through a combination of your each occurrence limit of Primary & Umbrella or Excess Liability Insurance; b) In certain instances, “Claims Made” policies may be acceptable, consult with the Ebix BPO Kroger Certificate Administrator to validate this exception.

Self-funding or self-insurance of liability, other than workers’ compensation and/or automobile liability is allowed, so long as Vendor or Vendor’s parent maintains a net worth of at least \$100,000.00.

For Questions, please contact:

Contact Name:	Contact Title / Company:	Contact Phone:	Contact e-Mail:
Robin Davis	Fred Meyer Jewelers	1-503-797-5553	robin.davis@fredmeyer.com

Last Revision: October 26, 2016

EXHIBIT B

QUARTERLY PRICE LOCK

1	2	3	4
PRICES LOCKED	PRICES LOCKED	PRICES LOCKED	PRICES LOCKED
JAN 16 - APR 15	APR 16 - JUL 15	JUL 16 - OCT 15	OCT 16 - JAN 15
To receive this (1st Quarter) price lock Submit all new pricing Specification sheets DECEMBER 15TH or earlier	To receive this (2nd Quarter) price lock Submit all new pricing Specification sheets MARCH 15TH or earlier	To receive this (3rd Quarter) price lock Submit all new pricing Specification sheets JUNE 15TH or earlier	To receive this (4th Quarter) price lock Submit all new pricing Specification sheets SEPTEMBER 15TH or earlier

Quarterly Price Lock:

First Lock - Cost locked for all orders received through April 15th.

Must send new specification sheet no later than last business day prior to March 15th if you wish to change costs for second lock.

Second Lock - Cost locked for all orders received through July 15th

Must send new specification sheet no later than last business day prior to June 15th if you wish to change costs for third lock.

Third Lock - Cost locked for all orders received through October 15th

Must send new specification sheet no later than last business day prior to September 15th if you wish to change costs for fourth lock.

Fourth Lock - Cost locked for all orders received through January 15th

Must send new specification sheet no later than last business day prior to December 15th if you wish to change costs for first lock.

EXHIBIT C

FMJ PURCHASE ORDER TERMS AND CONDITIONS

1	<u>Purchase Order; Cancellation.</u> These FMJ Purchase Order Terms and Conditions apply to all orders (“ FMJ Purchase Orders ”) of goods, merchandise and incidental services (“ Products ”) by The FMJ Co. and its affiliates (collectively, “ FMJ ”) from Vendor. FMJ reserves the right to cancel a FMJ Purchase Order without penalty by notice to Vendor on or before the given cancellation date and at any time if the completion or delivery date is not met or if prior to such date, FMJ had reason to demand adequate assurance of due performance and such assurance is not forthcoming within ten (10) days after the date of FMJ’s demand. If a delivery date or completion date is not specified on the FMJ Purchase Order a reasonable time will be allowed. FMJ may cancel the unreceived portion of a FMJ Purchase Order at any time if delivery of the Products is not timely. If Vendor can fulfill its delivery obligation only by shipping by premium routing, the premium charges will be prepaid by Vendor. If no cancellation date appears on the front of the FMJ Purchase Order, the cancellation date will be a reasonable period of time prior to the shipment of the Products. If Vendor ships the Products before the “ship on” date, after the cancellation date, or after actual cancellation, FMJ may, in the exercise of its sole discretion, refuse the shipment, or FMJ may accept the Products and charge Vendor in accordance with FMJ’s Non-Compliance Fee Schedule. Any and all loads created at Vendor’s dock must be segregated by individual FMJ Purchase Order.
2	<u>Non-Conforming or Unordered Products.</u> FMJ will have no obligation to accept or pay for any unordered Products or Products shipped that do not conform to, or comply with, the terms and conditions of the FMJ Purchase Order or the terms and conditions of any agreement to which the se FMJ Purchase Order Terms and Conditions are attached, including shipping and routing instructions and dates of shipment and delivery. If FMJ takes delivery of such nonconforming order, or any part of such an order, FMJ reserves the right to deduct from its payment all actual or reasonable expenses, including but not limited to transportation, inspection, receipt, ticketing, re-ticketing, recall, care and custody of the Products, and notice to Vendor incurred as a result of such non-conformity or non-compliance. If FMJ takes delivery of any unordered or non-complying Products, FMJ may, without notice to Vendor of such fact, ship the unordered or non-complying Products to Vendor at Vendor’s cost and expense. FMJ will have no obligation to accept or to pay for any substituted goods or excess shipment of any Products made without FMJ’s prior written approval. Vendor will not backorder any Products subject to the FMJ Purchase Order without FMJ’s prior written consent. Vendor must pay all shipping costs associated with a backorder. All backorders should receive the best of pricing and terms at either the time of original order or at the time of actual shipment. All terms and conditions of the FMJ Purchase Order apply to any Products on backorder.
3	<u>Right of Inspection.</u> FMJ will have the right to inspect the Products and reject any nonconforming Products within sixty (60) days of delivery. This right of inspection, whether exercised or not, will not affect FMJ’s right to revoke acceptance or pursue other remedies if defects or nonconformities are discovered at a later date, notwithstanding that any defect or nonconformity could have been discovered upon inspection. Payment by FMJ will not be construed as an acceptance of Products, or as a waiver or limitation of any of FMJ’s rights as set forth herein. In no event will Vendor sell or distribute to third parties any Products that contain logos, trade names, trademarks or labels of FMJ, even if rejected by FMJ as nonconforming.
4	<u>Shipment Constitutes Acceptance of Agreement.</u> Shipment of Products by Vendor constitutes acceptance of these FMJ Purchase Order Terms and Conditions and the terms and conditions set forth in any agreement to which the FMJ Purchase Order Terms and Conditions are attached, unless FMJ has agreed to a change in writing prior to shipment.
5	<u>Retail Pricing.</u> FMJ makes no representation regarding the maintenance of any specific retail price for Products purchased for resale.
6	<u>Representations, Warranties and Guarantees.</u> By acceptance of the FMJ Purchase Order, Vendor makes the following representations, warranties and guarantees: <ol style="list-style-type: none">a. The Products shipped, as of the date of shipment, comply with all applicable federal, state and local laws, rules, standards and regulations including but not limited to the Federal Hazardous Substances Act (“FHSA”), the Consumer Product Safety Act (“CPSA”) and if sold in California, Proposition 65 Standards.b. Each shipment or other delivery of Products is not misbranded or mislabeled under the FHSA or

	<p>law or regulation, has been tested and approved by the Underwriters Laboratory, Inc. (if applicable); fails to conform to all applicable Consumer Product Safety Standards and rules issued under the Federal Consumer Product Safety Act; and meets all applicable Occupational Safety and Health Administration Standards. Vendor will provide FMJ copies of all Material Safety Data Sheets (“MSDS”) for any applicable products.</p> <ul style="list-style-type: none"> c. The Products, including the packaging, advertising, labels and other materials contained on, with, or relating to the Products, do not infringe any patent, copyright, trademark, trade name or other proprietary interest of FMJ or any third party and comply with the Federal Trade Commission Act and all other applicable laws, rules and regulations. d. The price charged, allowances and services furnished, if any, in connection with the sale of Products to FMJ are not discriminatory and were made available on substantially proportionate terms to other customers of Vendor, and that the prices charged for the Products shipped are the lowest lawful prices available from Vendor. e. The Products and the manufacture, sale, storage, shipping, transportation and billing for the Products, comply with all provisions of applicable law and with all applicable promulgations of governmental authority, both domestic and foreign. f. Vendor is the lawful owner of the Products, has good right to sell same and convey good and merchantable title, and the Products are and will be conveyed free of any and all claims, liens, security interests or other encumbrances. g. The Products are of merchantable quality and of good material and workmanship, are free from contamination or impurity and defects in design and title, and are fit and sufficient for purposes for which goods of that type are ordinarily used, as well as for any purposes Vendor has specified or advertised. h. The Products conform in every respect to applicable specifications, instructions, drawings, data, samples and descriptions. i. The representations, warranties and guarantees contained in this Section 6 run to FMJ, its customers, and its and their successors and assigns. Vendor incorporates by reference and passes on to FMJ and its customers and its and their successors and assigns the benefits of all warranties and guarantees given to Vendor by persons from whom Vendor purchased any of the Products. FMJ’s approval of specifications, drawings, samples and/or other descriptions furnished by Vendor does not relieve Vendor of its obligations. The representations, warranties and guarantees set forth in this Section 6 are in addition to all other express, implied or statutory warranties, are continuing in nature, survive FMJ’s payment, acceptance, inspection or failure to inspect the Products. j. It will in every manner of its business related to the FMJ Purchase Order obey and conform to all applicable laws, rules and regulations, both domestic and foreign.
7	<p>Code of Conduct. Vendor warrants that the Merchandise and services are produced in compliance with (i) all applicable requirements of the Fair Labor Standards Act, as amended, including Sections 18 and 28 thereof, and of regulations and orders of the United States Department of Labor issued under Section 6 thereof; (ii) the Occupational Safety and Health Act; (iii) all federal civil rights, equal opportunity, discrimination, harassment, retaliation, and other workplace laws, including but not limited to Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, as amended, the Americans with Disabilities Act, as amended, and the Family and Medical Leave Act, as amended; (iv) the Immigration Reform and Control Act and other applicable immigration laws; (v) related state and local laws; and (vi) the workers’ compensation laws. Vendor represents and warrants that Vendor, its company personnel and its contractors are not engaged in and will not engage in any labor practice in violation of the laws or regulations of the country of manufacture or assembly of the Merchandise involving unsanitary and/or unsafe labor conditions. If Customer determines that Vendor, its company personnel or its contractors have failed to comply with the foregoing, Kroger will be entitled to immediately terminate this Agreement without liability.</p> <p>The Code of Conduct is an Integral part of this Agreement, the terms of which must be followed by Vendor, its Vendor Personnel and its contractors. The Kroger Code of Conduct can be found at http://www.thekrogerco.com/docs/statements-policies/code-of-conduct.pdf?sfvrsn=2 .</p>

8	<p><u>Diamond and Gemstone Treatments Disclosure Requirements</u></p> <p>The invoice for any merchandise containing diamonds or gemstones which have been treated or enhanced using methods beyond cutting and polishing must have the treatment(s) clearly disclosed on the invoice. If the invoice contains multiple gemstones, treatments must be easily attributable to each gemstone type. If specific treatments are unknown, all reasonably expected treatments must be listed. If abbreviations are used, an explanatory key must be present. In addition to this disclosure, all diamonds or gemstones treated with either neutr on bombardment or electron accelerated irradiation must contain the following NRC Compliance Assurance statement;</p> <p>“The supplier hereby warrants that the irradiated gemstones (or jewelry containing irradiated gemstones) herein invoiced were initially imported and distributed in the US in compliance with U.S. licensing regulations.”</p> <p>Fred Meyer Jewelers may request additional information in support of the above statement as required to demonstrate merchandise has adhered to Nuclear Regulatory Commission regulations.</p>
9	<p><u>Acceptance of Terms.</u> FMJ’s offer to purchase is expressly subject to Vendor’s acceptance of these FMJ Purchase Order Terms and Conditions and any agreement to which these FMJ Purchase Order Terms and Conditions is attached. Vendor’s execution of FMJ’s Standard Vendor or other Purchase Agreement (or Vendor’s shipment of Products in response to a FMJ Purchase Order) constitutes Vendor’s acceptance of these FMJ Purchase Order Terms and Conditions and any Agreement to which the FMJ Purchase Order Terms and Conditions is attached, and precludes Vendor’s objection to any such terms and conditions and/or Vendor’s inclusion of any different or additional items, terms or conditions in any resulting order except as set forth in written amendment referencing these FMJ Purchase Order Terms and signed by both FMJ and Vendor. By accepting a FMJ Purchase Order or by shipping Products in response to a FMJ Purchase Order, Vendor agrees that FMJ is not bound by any other term or condition of Vendor in any written acknowledgment, invoice or otherwise, that is inconsistent with or in addition to the terms and conditions hereof. All sections of the Uniform Commercial Code that expressly or implicitly protect FMJ and are not inconsistent with any term hereunder are hereby incorporated by reference, whether it be construed as an offer or acceptance.</p>
10	<p><u>Payments Subject to Claims/Defenses.</u> All amounts payable to Vendor will be subject to all claim s and defenses of FMJ, whether arising from the FMJ Purchase Order or any other transaction. FMJ has the right to set off and deduct against any such amounts all present and future indebtedness of Vendor to FMJ (which includes all of its affiliates) and may exercise this right up to three (3) years from the date of the last shipment by Vendor. Vendor will be deemed to have accepted each debit amount or vendor chargeback within ninety (90) days following receipt of notice of same, unless Vendor notifies FMJ’s Accounts Payable Department (marked “Correspondence”) in writing during such period as to why the deduction should not be made and provides sufficient documentation of the reason(s) given.</p>
11	<p><u>Taxes and Other Charges.</u> Unless otherwise agreed in writing, the contract price includes all federal, state and local taxes, tariffs, import duties, commissions and other charges, except taxes Vendor is required by law to collect from FMJ. Such taxes, if any, will be separately stated in Vendor’s invoice and will be paid by FMJ unless an exemption is available. Vendor will obtain and pay for any licenses, permits, or inspections by public bodies required in connection with the manufacture, completion, or delivery of the Products.</p>
12	<p><u>Force Majeure.</u> TIME IS OF THE ESSENCE. However, FMJ excuses Vendor from nonperformance or delays in delivery caused by acts of God, unforeseeable occurrences or other force majeure events, but Vendor agrees it is not excused by unexpected difficulty or commercial impracticality of any degree. FMJ may cancel the unreceived portion of a FMJ Purchase Order at any time if delivery of the goods is not timely. If Vendor can fulfill its delivery obligation only by shipping by premium routing, the premium charges shall be prepaid by the Vendor or, if not p repaid, then FMJ reserves the right to issue chargebacks relating to the additional freight costs and administrative costs. FMJ reserves the right to reject any shipment of any order of goods from Vendor and shall have no obligation to pay for the rejected shipment in the event that FMJ’s business or operations are discontinued in whole or part by reason of fire, flood, earthquake, war, civil disorder or any other act or event beyond FMJ’s reasonable control.</p>

13	<p>Indemnification. Vendor will protect, defend, indemnify and hold harmless FMJ, its subsidiaries and affiliates, and its and their directors, officers, employees, agents, contractors, successors and assigns from and against any and all claims and actions (including those in strict liability), demands, liabilities, losses, costs and expenses (including attorney’s fees,) including, without limitation, liabilities arising from any actual or alleged injury to or death of any person, damage to any property, and any other damage or loss, by whomsoever suffered, including Vendor’s or FMJ’s agents or employees, resulting or claimed to result, directly or indirectly, from 1) the Products, including FMJ’s purchase, use, shipment, storage, delivery, sale, offering for sale, or other handling of the Products, or 2) Vendor’s actual or alleged breach of any of the representations, warranties, guarantees or other terms and conditions contained herein, except if such liability is caused by the sole negligence or willful misconduct of FMJ or its employees. In addition to the foregoing, if any of the Products purchased or any part thereof is alleged or held to constitute infringement, Vendor, at its own expense, will either (i) procure for FMJ, its successors, assigns, and customers the right to continue using such Products, (ii) replace the Products with non-infringing items or (iii) only if options (i) and (ii) are impracticable, refund the purchase price for the Products and pay all related expenses.</p> <p>As to any claim made against FMJ, Vendor expressly waives any insulation from liability or immunity from suit with respect to injuries to Vendor’s employees that may be extended to Vendor as a result of any payments made by Vendor to such employees or under any applicable worker’s compensation statute or similar law or judicial decision. It is further agreed and affirmed that Vendor will hold harmless FMJ from and against any claims made by any of Vendor’s employees, contractors or representatives working in the course and scope of their employment by Vendor or provision of services to Vendor while at any FMJ location (the term “location” not being limited to any store, manufacturing plant or distribution center, but encompassing FMJ and all of its affiliates and subsidiaries and their facilities), unless such claim was the sole and proximate result of the gross negligence and/or willful misconduct of FMJ. Further, FMJ will be held harmless from any worker’s compensation liens incurred from Vendor’s insurance carrier, third party administrator or self-administered, self-insured claims program(s). Vendor acknowledges that this provision is a reasonable request from FMJ and being agreed to by Vendor in order to give Vendor employees, contractors and representatives access to FMJ locations.</p>
14	<p>Country of Origin Requirements. <i>Vendor warrants to FMJ that it complies (or prior to the Effective Date will be in full compliance) with all federal, state and local Country of Origin labeling and related requirements, including those required by the U.S. Customs Service, those contained in the Agricultural Marketing Act, as amended by the 2002 Farm Bill, and the implementing regulations (collectively, “Country of Origin Requirements”), and will provide to FMJ all reasonable assistance requested by FMJ and information necessary to enable FMJ to comply with the Country of Origin Requirements as they apply to Vendor’s Products. In particular, Vendor will:</i></p> <ul style="list-style-type: none"> a. label or include with all Products subject to the Country of Origin Requirements (“covered commodities”) that are shipped to FMJ all Country of Origin information that FMJ is required to display or maintain with respect to the covered commodities; b. comply with all record keeping and product segregation standards required by the Country of Origin Requirements and by FMJ; and c. provide to FMJ at least once each year the results of an audit of the program used by Vendor to comply with the Country of Origin Requirements performed by the USDA or other third party reasonably acceptable to FMJ. <p>Breach of this warranty with respect to the Country of Origin Requirements will trigger the indemnification obligations of this Agreement.</p>

<p>15</p>	<p>USA Patriot Act Compliance: Vendor shall (i) establish, document and implement internal policies, procedures and controls designed to detect and prevent money laundering and terrorist financing and to comply with the Kimberley process, including by conducting its own investigations of the legitimacy of the business of its suppliers (“AML Program”), (ii) designate an officer responsible for oversight and implementation of the AML Program, (iii) establish a training program to ensure the Vendor’s employees comply with the AML Program, (iv) updates the AML Program periodically as appropriate, and (v) test the AML Program on a periodic basis. Vendor shall ensure that its AML Program complies with all applicable laws and implementing regulations, including the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act) and the Bank Secrecy and their implementing regulations, including 31 C.F.R. Part 1010 and 31 C.F.R. Part 1027, which apply to U.S. dealers in precious metals, precious stones or jewels. Vendor shall deliver a copy of its AML Program and any audits related to the AML Program promptly, but in no event more than five (5) Business Days, after FMJ’s request.</p> <p>Vendor shall ensure that all diamonds it provides to FMJ have been obtained in compliance with the Kimberley process. Without limiting the foregoing, Vendor obtain assurances from its suppliers that all diamonds obtained from such supplier comply with the Kimberley process and Vendor shall retain records of all such assurances for a period of at least five (5) years or such period as required by the Kimberley process or other applicable law and Vendor shall promptly provide FMJ proof of such assurances upon FMJ’s request. Further, Vendor shall include the following statement on each invoice presented to FMJ: “The diamonds herein have been purchased from legitimate sources not involved in funding conflict and in compliance with United Nations Resolutions. The undersigned hereby guarantees that these diamonds are conflict free, based on personal knowledge and/or written guarantees provided by the supplier of these diamonds.”</p> <p>Vendor acknowledges and agrees that FMJ may conduct investigations from time to time to determine whether Vendor is a legitimate business and/or is in compliance with this Section 15 which investigations may include allowing FMJ and its representatives, upon reasonable advance notice, and during Vendor’s regular business hours to review Vendor’s books and records. Vendor agrees to cooperate with each such investigation as requested by FMJ, including by (a) facilitating FMJ’s making of inquiries through trade associations; (b) permitting inspections of Vendor’s facilities by FMJ or its representatives; (c) providing business references to FMJ; (d) providing access to FMJ and/or its representatives to review its financial statements; (e) providing identifying information requested by FMJ, (f) providing the guarantees required under the Kimberley process that all gems are conflict free; (g) producing evidence of Vendor’s compliance with the Kimberley process and (h) any other reasonable method of investigation requested by FMJ.</p> <p>FMJ may immediately terminate this Agreement upon notice to Vendor if FMJ determines that Vendor is not in compliance with the provisions of this Section, if FMJ determines that Vendor is not engaged in a legitimate business or Vendor fails to provide to FMJ or obtain from its supplies the guarantee through the Kimberley process that all gems are conflict free.”</p>
<p>16</p>	<p>Title and Risk: Shipment. Unless otherwise indicated on the FMJ Purchase Order, title and risk of loss with respect to the Products will remain with Vendor until the Products have been delivered to and accepted by FMJ, or an agent or consignee duly designated by FMJ, at the location specified on the front hereof. A packing slip must accompany each shipment. If a shipment is to a consignee or agent of FMJ, a copy of the packing slip must be forwarded concurrently to FMJ. If no packing slip is sent, the count or weight reported by FMJ or its agent or consignee will be final and binding upon Vendor with respect to such shipment.</p>
<p>17</p>	<p>Supplier Diversity. FMJ is committed to providing meaningful opportunities for minority-owned businesses (“MBE” – minority-owned business enterprises) and women-owned companies (“WBE” – women-owned business enterprises) to be our business partners. FMJ carries out this commitment in many ways, including on-going efforts to identify and track expenditures with MBE’s and WBE’s. Vendor will supply to FMJ up on FMJ’s request MBE and WBE information about Vendor’s organization and entities with whom Vendor does business.</p>
<p>18</p>	<p>Public Announcements. Vendor will inform and obtain the prior written consent of FMJ prior to making any public announcement, through press releases or otherwise, concerning its relationship with FMJ</p>

19	<p>General Provisions. Any rights or remedies granted to FMJ in any part of the FMJ Purchase Order will not be exclusive of, but will be in addition to, any other rights or remedies that FMJ may have at law or in equity. Vendor may not assign its rights and obligations hereunder without the prior written consent of FMJ, which will be in FMJ's sole discretion. The rights and obligations of the FMJ Purchase Order will inure to the benefit of, and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and permitted assigns. No action, failure of action or delay by either party will constitute a waiver of any of its rights or remedies under the FMJ Purchase Order. Vendor and FMJ are not, and will not be, joint venturers, partners, agents, servants, or employees or fiduciaries of the other, and do not have the power to bind or obligate the other. The waiver of a breach of any provision does not constitute a waiver of a subsequent breach of the same or different provision. The rights and liabilities of the parties under a FMJ Purchase Order are governed in all respects by Ohio law, without reference to or application of its conflicts of law provisions. THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY DISPUTES OR CLAIMS ARISING UNDER THIS AGREEMENT. If Vendor has previously made FMJ an offer with respect to the Products, the FMJ Purchase Order will not operate as an acceptance of Vendor's offer, but rather will be deemed to be a counter-offer. If any of the terms of the FMJ Purchase Order or agreement in which they are incorporated are subsequently or are now illegal, they will be severed without affecting the remaining terms. The section headings are for reference only and will not be considered controlling as to the content and/or interpretation of any section.</p>
20	<p>Mandatory Arbitration.</p> <ol style="list-style-type: none"> a. Except as otherwise provided in this Agreement any disagreement, dispute, controversy or claim with respect to the validity of this Agreement or arising out of or in relation to this Agreement or a Kroger purchase order or any agreement in which either is incorporated, or breach hereof, shall be finally settled by arbitration in Cincinnati, Hamilton County, Ohio, USA or other location agreed upon by Kroger, in accordance with articles of the American Arbitration Association for Commercial Arbitration. The dispute will be determined by one arbitrator, except that if the dispute involves an amount in excess \$1,000,000 (exclusive of interest and costs (“Complex Case” or “Complex Cases”)), three arbitrators will be appointed. In a Complex Case, each party will select an arbitrator from the AAA National Roster and, unless the parties agree upon the selection of a third arbitrator, the two party-appointed arbitrators will select a third arbitrator from the AAA National Roster to serve as the chairperson of the panel within thirty (30) days of the last party-appointed arbitrator, otherwise the AAA may appoint the chairperson. b. Neither party will commence an arbitration proceeding pursuant to the provisions set forth below unless that party first gives a written notice (a “Dispute Notice”) to the other party setting forth the nature of the Dispute. The parties agree to try in good faith to settle the dispute 1) first through discussions between the parties’ senior management and then 2) non-binding mediation conducted by a mediator mutually agreeable to the parties before resorting to arbitration. If the parties cannot agree on a mediator within forty-five (45) days of the Dispute Notice, mediation shall be conducted pursuant to the AAA commercial mediation procedures. Failure to submit the Dispute Notice shall be grounds to dismiss any arbitration filed by either party. The parties agree to mediate within sixty 60 days of the Dispute Notice,

unless extended by mutual agreement of the parties. However, pre-arbitration mediation will not be required in Complex Cases, as defined in this section. If the parties mutually agree to mediate a Complex Case, such mediation shall be conducted in accordance with the provisions contained in this section. The mediation shall be conducted in Cincinnati, Hamilton County, Ohio, USA or other location agreed upon by Kroger. The parties agree to exchange any relevant, non-privileged documents that support their claims or defenses not later than two weeks before the scheduled mediation. The mediator's fees will be paid equally by the parties and each party shall bear its own attorney's fees and expenses.

If the Dispute has not been resolved through mediation as provided above, or otherwise resolved, within ninety (90) days after receipt of the Dispute Notice, or any mutually agreed upon extension, then the Dispute will be determined by binding arbitration. The arbitration shall be commenced within fifteen (15) days after the termination of mediation or, if mediation is not conducted, within sixty (60) days of the Dispute Notice. The arbitration will be conducted in accordance with such rules as may be agreed upon by the parties, or failing agreement within thirty (30) days after arbitration is demanded, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA").

- c. Except in Complex Cases, unless the parties agree otherwise, discovery will be limited to an exchange of directly relevant documents. Depositions will not be taken except as needed in lieu of a live appearance or upon mutual agreement of the parties. Provided, however, that the arbitrator shall have the discretion to order limited examination by deposition of witnesses, and/or limited written discovery, to the extent the arbitrator deems such additional discovery relevant and appropriate, or for good cause shown by either party. In any event, depositions shall be limited to a maximum of three per party. In Complex Cases, discovery will be limited to avoid unnecessary expense and undue burden, but the arbitrators have discretion to determine the extent of discovery that may be allowed consistent with Rule 26 of the Federal Rules of Civil Procedure and AAA Procedures for cost-effective arbitration of Large, Complex Commercial Disputes.
- d. The arbitrator(s) shall have the authority to grant all appropriate relief available under the Ohio rules of civil procedure and under Ohio law including, but not limited to, sanctions. However, except in a case of gross negligence and/or willful misconduct, neither party shall be entitled to recover any indirect, incidental, special, consequential, exemplary, punitive or reliance damages (including, without limitation, lost or anticipated revenues, lost business opportunities or lost sales or profits, whether or not either party has been advised of the likelihood of such damages) or for any attorney's fees (whether incurred in a dispute or an action against the other, or as alleged damages that any party incurred in any third-party dispute, or otherwise). Any award of damages in excess of three million dollars (exclusive of interest and costs) shall be subject to AAA Appellate Arbitration Rules. Each party shall bear its own attorney's fees, costs and expenses, and an equal share of the arbitrators' and administrative fees of arbitration.
- e. In cases where the alleged damages equal or exceed five million dollars (exclusive of interest and costs) either party may opt out of the requirement to arbitrate the Dispute and proceed with action in U.S. Federal District Court in Cincinnati, Hamilton County, Ohio which shall be the exclusive venue for such opt-out cases, and the opt-out cases shall be governed by the substantive laws of the State of Ohio, without regard to conflicts-of-law rules. The parties knowingly and voluntarily waive their rights to a jury. Except in a case of gross negligence and/or willful misconduct, neither party shall be entitled to recover any indirect, incidental, special, consequential, exemplary, punitive or reliance damages (including, without limitation, lost or anticipated revenues, lost business opportunities or lost sales or profits, whether or not either party has been advised of the likelihood of such damages) or for any attorney's fees (whether incurred in a dispute or an action against the other, or as alleged damages that any party incurred in any third-party dispute, or otherwise). Each party shall bear its own attorney's fees and costs.
- f. Notwithstanding the foregoing, any disagreement, dispute, controversy, claim, or cause of action arising in whole or in part under the antitrust laws of the United States or any State or Territory thereof shall not be arbitrable and is hereby expressly excluded from the scope of this arbitration provision.

EXHIBIT D

STANDARD VENDOR AGREEMENT NON-COMPLIANCE FEE SCHEDULE

Base Fee		
\$ 100.00	Per Incident (Note: The Base Fee is waived when Flat Fees are charged.)	
Hourly Fee		
\$ 45.00	Per hour	
Flat Fee*		
\$ 500.00		ASN (Advanced Shipping Notice) Incorrect or Not Provided
\$ 200.00	Per shipment	Case Labeling Errors
\$ 500.00	Per shipment	Case Pack Errors
\$ 500.00		Flat fee for non-conforming and illegible UCC-128 labels
\$ 500.00		Hazardous material improperly labeled
\$ 1,000.00		Improper or no Hazardous Material shipping papers when required
\$ 1,000.00	Per item per division	Items discontinued without 60 days written notice
\$ 1,000.00	Plus all extra outbound transportation costs, plus any applicable \$250.00 Traffic Department service charge(s)	Late or Incorrect Ad Merchandise
10% of the value of the late order.	Plus all extra inbound and outbound transportation costs, plus any applicable \$250.00 Traffic Department Service charge(s)	Merchandise received (at destination) five (5) business days after order ship date will be considered late,
10% of the value of the early order.		Merchandise received (at destination) five (5) business days prior to order ship date, without prior approval from FMJ buyer, will also be subject to 10% of the value shipped.
\$ 150.00	Invoice	Non-Compliance for EDI (continuing to send paper, segment issues not corrected)
\$ 250.00	Plus extra freight costs	Not following Traffic Department routing instructions (collect shipments), or shipping an order Collect that was Supposed to be prepaid
\$ 250.00	Plus the cost of unloading	Not providing the unloading services on a prepaid shipment
\$ 200.00	Per shipment	Packing List Errors / No Packing List
\$ 100.00	Per pallet, plus extra handling cost	Poor Pallet Quality or Incorrect Pallets
\$ 1,000.00	Per item per division	Product attributes (e.g. GTIN, case GTIN, case pack, size, item dimensions, description) changed without 60 days written notice
\$ 1,000.00	Per PO	SKU Violations – General Merchandise procured by Fred Meyer.
\$ 500.00		Unapproved Backorder (approved backorders are only approved if in writing from buyer)
<p>* This may be in addition to an hourly fee and may be administered on a per FMJ Purchase Order basis applicable to multiple FMJ Purchase Order shipments.</p>		
<p>Fee Collection FMJ will deduct the amount due from outstanding invoices. If there are monies due FMJ that have not been deducted within sixty (60) days, Vendor must pay by check. These amounts are in addition to, and not in lieu of, Vendor's indemnification and other obligations to FMJ. Vendor agrees that all amounts set forth in this fee schedule are reasonable liquidated damages and do not constitute a penalty.</p>		

EXHIBIT E

ROUTING INSTRUCTIONS

(Updated October 2015)

General Guidelines

Fred Meyer Jewelers (FMJ) requires all vendors to ship using FedEx, not UPS. For high-value shipments, FMJ requires vendors to ship using Brinks Global Services. (See below for guidelines on shipping via Brinks.)

FMJ strongly prefers that vendors use FedEx Ship Manager rather than hand-written labels. Ship Manager is the automated FedEx shipping system, which can either be purchased as a software program or accessed via FedEx.com.

Always ensure that nothing on the shipping label or the package indicates that it contains jewelry. Ensure that there is no mention of gold, diamonds, or jewelry.

Failure to comply with these routing instructions may result in freight chargeback fees or in FMJ not being responsible for lost packages. (See below for more details.)

Creating a Shipment Using FedEx Ship Manager

Addressing your shipments accurately will ensure they will be delivered correctly and on schedule. It will also help deter tampering.

Sender Address

Use vendor initials and/or individual's name instead of your company name. This is to avoid indicating that the package contains jewelry.

Recipient Address

Use the following formats to address your shipments to the FMJ Main Office and store locations.

Main Office

Contact name: SOLUTIONS IN MOTION (or buyer's name)

Company: F.M. 102.05 DEPT XYZ

Fred Meyer store

Contact name: MANAGER- DEPT XYZ

Company: F.M. 10x.xx DEPT XYZ For example: F.M. 101.65 DEPT XYZ

Littman store

Contact name: MANAGER- DEPT XYZ

Company: LITTCO 00xxx For example: LITTCO 00967

Please note: "DEPT XYZ" is very important because indicates to FedEx that the package needs to be delivered directly to the jewelry store, rather than to the mailroom or general receiving area in the supermarket warehouse.

Do not check the residential address box. This will result in a surcharge, which will be charged back to you.

Package & Shipment Details

Number of packages: When shipping multiple boxes for one invoice, always number the boxes 1 of 3, 2 of 3, 3 of 3, etc. Ensure the invoice is enclosed in box #1.

Declared value: Never enter a declared value. FMJ carries third party insurance and does not need your company to insure. If you declare a value, FedEx will charge additional fees to insure the shipment. The amount of the charge is based on the value of the shipment. For example, for a shipment with a declared value of \$5,000, the additional charge will be about \$47. And for a shipment with a declared value of \$50,000, the additional charge will be about \$475. FMJ will charge you back for this.

Service type: In most cases, the service you select depends on the cost value of the shipment.

Never ship more than \$50,000 cost value in one box with FedEx! If shipping more than \$50,000, use multiple boxes.

Main Office

When shipping to the FMJ Main Office (F.M. 102.05), use either 2Day or Standard Overnight. There is no need to use Priority Overnight because both Priority Overnight and Standard Overnight packages arrive by 10:30 am. **Never use First Overnight because it is very expensive.**

- If the cost value of a single package is less than \$5,000, then use 2Day.
- If the cost value is over \$5,000, then use Standard Overnight.
- If the total cost value of the entire shipment is more than \$500,000, then ship via Brinks. (See below for instructions.)

Cost Value of a Single Package	Service Type
Less than \$5,000	FedEx 2Day
Greater than \$5,000	FedEx Standard Overnight

Cost Value of the Entire Shipment	Shipping Company
Less than \$500,000	FedEx (use multiple boxes if over \$50,000)
Greater than \$500,000	Brinks

- When shipping boxed goods, use 2Day regardless of the value. This is due to the weight of the shipment, which results in significantly higher freight costs.
 - If the total weight of a multi-piece shipment of boxed goods exceeds **400 pounds**, then ship via FedEx Freight. (See below for guidelines.)
- Do not ship to the Main Office for Saturday delivery. The Main Office is closed on Saturdays.
- Do not ship on Thursday or Friday for Monday delivery. Merchandise sitting in a FedEx facility for this length of time is more vulnerable to loss. Please avoid having shipments in transit over the weekend.

Fred Meyer/Littman store

When shipping to stores, use 2Day, Standard Overnight or Priority Overnight. **Never use First Overnight because it is very expensive.**

- If the cost value of the shipment is less than \$5,000, use 2Day.
- If the cost value is between \$5,000 and \$25,000, use Standard Overnight.
- If the cost value is over \$25,000, use Priority Overnight.

Cost Value of a Single Package	Service Type
Less than \$5,000	FedEx 2Day
\$5,000 -- \$25,000	FedEx Standard Overnight
Greater than \$25,000	FedEx Priority Overnight

- When shipping boxed goods, use 2Day regardless of the value. This is due to the weight of the shipment, which results in significantly higher freight costs.
- Do not ship on Thursday or Friday for Monday delivery. Merchandise sitting in a FedEx facility for this length of

time is more vulnerable to loss. Please avoid having shipments in transit over the weekend.

Billing Details

Bill transportation to: If shipping vendor samples or a vendor line, then you are responsible for the freight charges. Otherwise, select third party and use FMJ's FedEx account number: **173690282**.

Your reference: In this field, enter the invoice number(s). FMJ uses this as a packing list to identify the merchandise in the box. If there are multiple invoices in a box, use a space between the invoice numbers to separate them. If you cannot fit all the invoice numbers in the "Your reference field", then use the "Invoice no." and "Department no." fields.

PO Number: Click "More reference fields" to show the P.O. no. field. Enter the purchase order number.

Special Services

Signature type: Never select signature required. This is an additional \$5 charge per package. This is an unnecessary service for a shipment going to a business because it will have to be signed for anyway. FMJ will charge you back for this.

Shipment Notifications

Email notification can be requested for your shipment.

Packaging Your Shipments

Preparing your shipments correctly will ensure they arrive in good condition.

Always use some form of inner packaging -- such as a padded pack or bubble wrap -- in addition to the outer box. This will provide protection as well as help conceal the contents in case the box should be damaged and torn open. Be sure to completely seal the inner packaging so that merchandise doesn't slip through or stick to the seal.

If the merchandise is heavy, package with special care. Use strong, sturdy boxes or double-box if necessary. With heavy contents, there is a greater likelihood of boxes being torn open and contents being damaged or lost.

Always put the tracking number on all invoices and enclose inside the box.

Never ship more than \$50,000 cost value in one box with FedEx.

Freight Shipments

Use FedEx LTL Freight if the total weight of a multi-piece shipment of boxed goods (e.g. watches) exceeds **400 pounds**, and your shipping department has the capability to palletize and ship freight. As a courtesy, please let us know to expect a Freight shipment. If you need assistance creating the shipment, please contact us. (See below for contact information.)

Sender Address

Use vendor initials and/or individual's name instead of your company name. This is to avoid indicating that the package contains jewelry.

Recipient Address

Use the following format to address your shipments to the FMJ Main Office:

Solutions in Motion
F.M. 102.05 DEPT XYZ
3800 SE 22ND AVE
PORTLAND, OR 97202
(503) 797-7337

Shipment Details

Account: FMJ's FedEx Freight account number: **841866916**.

Service Type: Always use Freight **Economy**.

Description: For watches, use "horological instruments." For jewelry, use "freight all kinds." FedEx drivers rarely require a more detailed description.

Freight Class: Use 70.

Never enter a declared value.

Pickup Options: Check "Do not stack pallets" and "Do not break down pallet."

Always number the boxes 1 of 3, 2 of 3, 3 of 3, etc. Ensure the invoice and PO number are attached to the outside of box #1.

Shipping Displays or Printed Materials (Non-merchandise)

Follow the same guidelines as above for addressing your shipments.

If the shipment is not time-sensitive, then use the least expensive service type, whether FedEx Ground or Freight.

Failure to Comply

If a shipment does not comply with the following guidelines, then FMJ will not be responsible for payment if package is lost or tampered with, or contents are missing:

- Your company name is on the box or shipping label
- Something on the box or shipping label indicates that it contains jewelry
- DEPT XYZ is not included in the recipient address (This may result in the package being mis-delivered.)

If a shipment does not comply with the following guidelines, then your company may be subject to a freight chargeback fee:

- Using signature required service
- Using residential service
- Using a declared value on the shipment
- Using First Overnight service
- Consistently shipping outside FMJ's cost value guidelines

If a shipment does not comply with the above guidelines, then your company may also be subject to additional penalties. See Exhibit D for the non-compliance fee schedule.

Brinks

For high-value shipments, FMJ requires vendors to ship using Brinks Global Services. If you need assistance creating the shipment, please contact us. (See below for contact information.)

Use Brinks if the value of the shipment is greater than \$500,000. (Generally, if the value of the shipment is less than \$500,000, then ship using multiple FedEx boxes.)

If shipping vendor samples or a vendor line, then you are responsible for the freight charges. Otherwise, use FMJ's Brinks account number: **107408**.

Please note: Unlike with FedEx, be sure to declare the actual cost value of the shipment, as this will insure it for the proper amount. The reason FMJ uses Brinks for high-value shipments is to have this insurance.

Hazardous Materials

All vendors are required to ship in accordance with federal and regional regulations regarding the transport and labeling of hazardous materials.

Contact Us

Call Us

Monday - Friday, 8:00 am to 4:30 pm Pacific Time

Fred Meyer Jewelers Traffic Dept.: 503-797-7337

Email Us

Nick Johnson, Traffic Analyst - nickolas.johnson@fredmeyer.com

Brian Clements, Traffic Dept. - brian.clements@fredmeyer.com

Jason Nolan, Traffic Dept. - jason.nolan@fredmeyer.com

Exhibit F

Data2 Set Up & Tagging Requirements

Data2 Set Up

Fred Meyer Vendor Ordering Process

All new vendors should contact Malinda Rideaux to get set up as a Data2 customer. Malinda's contact information is: phone (800) 227-2121 X421, email: retail@data2.com.

Existing vendors without access to the IGR (ordering) site will contact Malinda to be set up with a user name and password to access the program. Vendors that already have a user name and password do not have to contact Data2 to begin placing their Fred Meyer orders.

- 1) The vendors will access www.edata2.com/retailstore to place their orders. Instructions on how to place their order is found on this site or by asking Data2's Customer Service department for assistance.
- 2) The cutoff time for the ticket orders is 12:00 P.M. Pacific Time. At that time, we take the orders received and process them to ship from our facility the next business day. For example, if the order is received by 12:00 P.M. on Monday, it will be processed to ship on Tuesday. Orders received after the 12:00 P.M. cutoff on Monday will be processed on Tuesday to ship Wednesday.
- 3) After the order is processed it is sent to our Manufacturing department for production.
- 4) The labels then pass through a Quality checkpoint. Our staff will check each order to ensure the following information is correct: Number of line items (SKU's), quantity, and color.
- 5) The labels are packaged and shipped to the customer.

Turn Around Time for all Vendor Orders

All orders will batch every day at 12:00 P.M. Pacific Time and ship the following business day.

Internet Global Retail Instructions

To access the online ordering program, open your browser and type <http://www.edata2.com/retailstore> in the address bar. This will bring you to our eData2 Homepage.

A login page will be displayed where you enter your user name and password, and click "Submit". This will bring you to the Main Menu. From here, you can access all the Global Retail functions.

Fred Meyer Vendors

Find the "Order" option at the top of the page.

- Select the type of order you are placing: Pre-Printed
- Select "All Other Retailers"

1) **Step 1 - Setup or order a new SKU:**

- Select the retailer from the drop-down list: Fred Meyer
- Enter the SKU number and quantity.
- Click "Save Item"
- Continue process for each new SKU.

2) **Step 2 - Find existing SKUS:**

- Select the retailer from the drop-down menu: Fred Meyer
- Enter the SKU you are looking for. You may enter just the first few digits of the number to find all SKU's that begin with those digits.
- Select the number of records per page you would like to view.
- Click "Display Results"
- Scroll down to the space at the bottom of the page to see all existing SKU's for the retailer selected.

NOTE: You are not required to enter data into the "SKU or UPC Number" section when searching for SKU's. You can select Fred Meyer to list all SKUS saved for this retailer.

3) **Step 3 – Order existing SKU’s, enter quantity and check the order box:**

- Select the retailer from the drop-down menu in Step 2: Fred Meyer
- Click “Display results”
- Enter the quantity and click the “Order” box next to each item needed.
- Click “Save to Shopping Cart”
- See the “CREATE PO#/Preview/Submit” section below to complete the order

CREATE PO#/Preview/Submit

- 1) Once you have saved the items on your order, find the [Click here to create PO](#) option.
- 2) Click this button and you will be sent to the Purchase Order Form.
- 3) Enter your PO#. **You may not submit the same PO number twice.**
- 4) Select “Expedite – Yes/No”. ***Contact Customer Service to have your expedite request approved.**
- 5) If applicable, select the “Bill To” contact and click the “Select” button. Most customers will have this field defaulted to the Accounts Payable department.
- 6) The “Ship To” contact will be defaulted to your name. To change this, simply click on the drop-down menu next to this option, find the name you will be shipping to and click the “Select” button.
- 7) The ship method will be defaulted to UPS next day Saver delivery. Select the drop-down menu to change this. ***Contact Customer Service to have your UPS or FedEx account number permanently added to your user name.**
- 8) Click the “Preview Order” button at the bottom of the page. A new page will display with the PO and Order Information you have entered. Verify all of the information and click “Submit.”
- 9) Your order has now been sent to Data2.

***Expedite Option**

If you need your order to ship out before our next available ship date, select the “Expedite – Yes” option. Please note that the fee for this service will depend on how quickly you will need the tags. Selecting this option **does not guarantee** your order will ship out early. You are required to contact our Customer Service department to have your request approved.

Tagging Requirements

Vendors will be responsible for placing the bar-coded rattail or barbell tags directly on the merchandise before sending your merchandise to the Fred Meyer Distribution Center. Do not use leader tags on poly-bags.

Cut or separate tags and attach appropriate tag to each item, then place item in the sealable poly-bag. Be sure tags are viewable and are placed so the barcode can be easily scanned.

Tagging instructions may also be found on the Data2 website at www.edata2.com/retailstore.