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Price Increase/Decrease Policy

Unless a price for a specified term has been agreed, the following price increase/decrease notification policy shall apply:

Notification of Proposed Price Increases:

Vendor must deliver to its Kroger Representative written notice of any proposed price increases, excluding commodity products (*e.g.*, perishable products and live goods), 1) a minimum of ninety (90) days prior to the effective date of such price increase with respect to general merchandise items, and 2) a minimum of forty-five (45) days' prior to the effective date of such price increases with respect to Corporate Brand items, and 3) thirty (30) days prior to the effective date of such price increase with respect to all other items. Kroger may establish additional price change notices and other procedures from time to time upon written notice to Vendor. Kroger will not be obligated to pay such price increase for any Products for which Vendor did not timely deliver such written notice.

Notification of Price Decreases:

Vendor must deliver to its Kroger Representative written notice of any proposed price decreases, excluding those for commodity products (*e.g.*, perishable products, live goods, and some food products), a minimum of thirty (30) days prior to the effective date of such price decrease. Price decreases received without proper notification will be subject to a price support charge.

Accounting Office Policies

Vendor must provide a separate invoice for each Kroger Purchase Order shipped. Each invoice must include the following:

- Unique invoice number.
- Valid Kroger 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. (Food product: Case count, Non-food product: Eaches).
- Invoice date on or after the ship date.

Unless otherwise agreed in writing, terms of payment for the Products ordered will begin on the date the product was ordered, scheduled for delivery, or received at Kroger designated location, whichever is later. Discounts will be calculated on the gross amount.

If Vendor ships Products prior to the date shown on the Kroger 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 Kroger Representative. Kroger initiates payments on the due date. For due dates that fall on a weekend or holiday, payments will be initiated on the next business day.

Vendor must reference a Kroger Purchase Order number and Vendor's invoice number when making inquiries or initiating correspondence.

Kroger 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 one hundred and eighty (180) days following issuance.

Vendor shall maintain complete and accurate accounting records in accordance with generally accepted accounting principles, to substantiate its charges to Kroger hereunder, during the Term of this Agreement for a period of three (3) years from the date of final payment made under this Agreement. Such records shall include, but not be limited to, invoices, freight charges, payroll records, time cards, attendance cards, and job summaries. Vendor shall allow access by Kroger, Kroger's employees or agents, including a third party of Kroger's choosing, to review Vendor's books and records for a period of up to five (5) years, at a date, time, and location agreed upon by the parties; provided, however, that (i) Kroger provides Vendor with at least thirty (30) days' notice of its intent to conduct such a review; (ii) any third party Kroger chooses to perform such review shall not be a known competitor of Vendor; and (iii) such third party will be obligated to confidentiality obligations at least as protective as those imposed on Kroger hereunder. Kroger will notify Vendor if any review finds that Vendor owes payment to Kroger within thirty (30) days of review closeout. Vendor shall make any payment owed to Kroger in a timeframe consistent with the payment terms set forth hereunder."

Kroger reserves the right to deduct, set-off or withhold payments determined by Kroger to be due and owing by Vendor, whether determined by Kroger in the course of any audit conducted on behalf of Kroger or otherwise. Kroger 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 Kroger pursuant to Kroger and its division's current guidelines. For Fred Meyer store's non-food purchases including Health and Beauty Aids and Candy, a New Store Allowance deduction will be taken on all net new stores, not including remodels or replacements. The amount of the new store-opening allowance will be a percentage of the Vendor's initial inventory shipments to the store or is based on a weight average of shipments from a Fred Meyer warehouse for a period of thirty (30) days prior to and after the new store opens, whichever is applicable. Seasonal goods or first-time buys received during the first full year of operation will be deducted at the time of receipt of goods. If a Vendor does not allow a New Store Allowance, an officer or executive of the Vendor must sign a certification stating this fact prior to payback of the allowance to the Vendor.

Vendor will pay to Kroger the amounts set forth in the below Noncompliance Fee Schedule for any noncompliance. The amounts set forth below are in addition to and not in lieu of Vendor's Indemnification and other obligations under its agreements with Kroger.

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 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 GSI-128 labels
\$ 500.00		Hazardous material improperly labeled
\$ 500.00		Improper Application of Hangers
\$ 1,000.00		Improper or no Hazardous Material shipping papers when required
\$3.00	Per item	State or Federally-regulated hazardous waste when disposal is required
\$1,000.00	Per item per division	Items discontinued without 60 days written notice
\$ 1,000.00	Plus all extra outbound transportation costs, and applicable Traffic Department service charge(s)	Late or Incorrect Ad Merchandise
\$200.00	Per shipment	Failure to schedule or miss a scheduled delivery appointment.
\$ 500.00	Plus all extra inbound and outbound transportation costs, and any applicable Traffic Department Service charge(s)	Merchandise shipped early / late (shipped before ship on extra inbound and date or shipped after cancel date as specified on purchase order, or received early / late before first requested arrival date, or received after requested arrival date)
\$200.00	Per shipment	Failure to mark cartons/Bills of Lading with correct, complete shipping address. Failure to list the Purchase Order number on the bill of lading.
\$1,000.00	Per item per division	New products not in inventory at distribution center after item availability date
1% of total invoice amount or \$250 (whichever is greater)	Per PO / Invoice	Should Vendor not conduct the transactions via EDI within ninety (90) days required, an additional fee will be deducted by Kroger from payment to help offset the cost of manual processing.
\$ 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
* This may be in addition to an hourly fee and may be administered on a per Kroger Purchase Order basis applicable to multiple Kroger Purchase Order shipments.		
Fee Collection		
Kroger will deduct the amount due from any outstanding invoice. If there are monies due Kroger 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 Kroger. Vendor agrees that all amounts set forth in this fee schedule are reasonable liquidated damages and do not constitute a penalty.		

Store Visits, Merchandise Deliveries and Pickup Requirements

Except with respect to Products governed by a Scan Based Trading Agreement, Vendor will comply with the following requirements regarding store visits, deliveries, and pick-ups:

Vendor/Supplier Representative Entering And Exiting Store

Sign in on the Vendor store log located at the Customer Information Desk or Receiving Area. Check attaché-type case at the Customer Information Desk. If there is a need to use items in the case while in the store, the Vendor/Supplier representative may be requested to open the case for examination prior to entering and leaving the department.

Sign out on the Vendor store log when leaving the store. Open attaché case for inspection by the person in charge when leaving the store.

Vendor Delivering Merchandise

Make all deliveries through designated receiving doors only. The only exceptions are pharmacy merchandise, fine jewelry, bulky garden and building materials, garden live goods and processed film. Request approval of the Receiving Clerk to remove Products from the location. The only exceptions are photo finishing and scan based trading partners.

Unload Products and place in designated receiving area. If load is too large to fit in designated area, the Receiving Clerk will select an alternate staging site.

Enter Products delivered into Kroger's Direct Store Delivery ("DSD") system. Unauthorized items will be refused.

Receiving Clerk will count Products delivered as eaches, verify that Products delivered corresponds with items and quantities listed on the invoice, and compare dollar totals to the invoice.

The invoice for Products received using Kroger's DSD system must agree with or be no higher than the Kroger Purchase Order.

Any Products not counted at time of receipt will be verified by item by store personnel prior to stocking. Vendor will be notified of any adjustments to invoice. (Exception is food.)

Sign Receiving Log. Vendor will receive a copy of Kroger receiving document (where applicable) after Log has been signed.

EDI Transactions

Use of EDI

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

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 Kroger. 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 Kroger 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 an additional fee of 1% of total invoice amount or \$250, whichever is greater, will be deducted by Kroger from payment to help offset the cost of manual processing.

Standards

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

Transmissions

Documents are transmitted electronically to each Vendor through the use of value 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 Kroger. Kroger 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 Kroger 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 Kroger 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

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

EDI TECHNICAL REQUIREMENTS AND ADVANCE SHIPMENT NOTIFICATION

Technical Requirements

1. When required, an 856 EDI transaction must be generated and sent to Kroger. The 856 EDI transaction must comply with Kroger's requirements as listed on edi.kroger.com.
2. The Advance Shipment Notification ("**ASN**") must be generated when the truck leaves the plant.
3. The EDI process times should occur at least as frequently as the travel time it takes for the truck to get to the warehouse. This will insure that the data transmission will arrive before Products arrive.

Operational Requirements

1. Sample labels must be sent to the Kroger DC for review.
2. The items' tiers and highs on the ASN should be sent to the Kroger Distribution Center.

Note: The Ti x HI is helpful for ASN set up and review. Negotiable as a requirement on data transfer.

Physical Requirements

1. One piece of wood or slip-sheet for every load of product is required for ASN receiving.
2. The label must be placed in the upper right-hand corner of the pallet.
3. The label must be placed on the outside of the shrink-wrap.
4. The labels should comply with the UCC SSCC-18 Standard (<http://www.uc-council.org>).
5. The label should be temperature sensitive (to prevent smearing in freezing conditions).

Additional Preferred Requirements

1. The SSCC-18 label should have the last six characters at least one inch in height.
2. A single SSCC-18 label should not be placed on mixed pallets (a pallet with two or more items).
3. Usage of wrap around labels is recommended (One label with two SSCC-18 ID's extending from the upper right- hand corner of one side to the upper left-hand corner of the other).

Please refer to <http://edi.kroger.com> for Fred Meyer EDI requirements and additional details and requirements for Kroger EDI.

Kroger's Peyton Distribution Center does not require ASN's.

Supply Chain/Logistics Requirements

Vendor will comply with the following logistics requirements:

Case Fill Rate	Orders will be subject to a Case Fill Rate metric, measured as the percentage of items on a purchase order that were filled in full. Orders that do not meet these requirements will be subject to a non-compliance fee.
ORAD Compliance	Purchase orders arriving after the original requested arrival date (ORAD) will be subject to a non-compliance fee.
On Time Compliance	Purchase orders arriving more than two hours before or more than thirty minutes after the appointment will be subject to a non-compliance fee.
Long Term Product Unavailable	If product becomes unavailable (ex. ingredient or packaging issues, production problems, recalls, forecasting errors, etc.), it is critical that the supplier provides Kroger with accurate recovery information so that we can decide how best to manage the issue. In the event that Planograms have to be reset due to long-term product unavailability, a service charge will be assessed based on the KOMPASS Policy.
UPC/GTIN Policy	<ul style="list-style-type: none"> ❑ All Products sold to Kroger in consumer units for the purpose of resale must have a readable UPC or GTIN (“UPC”) barcode affixed to the Product or the Product’s “sellable” packing. The exceptions are items that have been declared exempt, such as newspapers, bulk items, produce, etc. All produce sold to Kroger must have a PLU code affixed to the Product. See your Kroger Representative for further clarification. ❑ Vendor must adhere to the UCC specifications for the UPC bar code for format, size, color, location and clarity. ❑ Bar codes must be clear, legible, scannable and represent the human readable numeric code located beneath the barcode. ❑ Vendor must e-mail its Kroger Representative for authorization prior to making substitutions for the Products appearing on the Kroger Purchase Order. ❑ Vendor must communicate to its Kroger Representative, in writing, all changes to current UPC numbers, as well as the addition of new numbers, no less than ninety (90) days prior to shipment of Products to Kroger. ❑ Vendor covenants that: 1) the UPC on the labels or packaging for all Products will be imprinted in an accurately scannable manner; and, 2) the UPC information will be correctly assigned to the Products. For the breach of either or both of these covenants, Kroger will charge the Vendor in accordance with the Non-Compliance Fee Schedule. ❑ As technology changes, Vendor agrees to adhere to any additional labeling or identification requirements that Kroger requires.
Product Regulatory Requirements	Kroger utilizes the WERCSmart solution by Underwriters Laboratory (UL) to help us manage regulatory compliance requirements for all chemicals, aerosols, batteries, battery operated products, pesticides, over-the-counter health products, and other potentially hazardous products. Our suppliers must carefully read the Kroger WERC’s Supplier Letter and register affected products and formulations with WERCSmart. This requirement includes existing products sold to Kroger as well as new products. Please contact wercsinfo@kroger.com for any questions.

<p>Case Labeling</p>	<p>Minimum requirements for case labeling may differ, depending on the following factors:</p> <ul style="list-style-type: none"> ❑ Product category ❑ Sourcing (domestic vs. import) ❑ Facility shipped to ❑ Usage of carton level GS1-128 label with approved ASN <p>Printing must be legible, and easily visible in a warehouse environment (at least 4 feet from the product). Preprinted or pressure sensitive labels may be used in lieu of direct ink application. Case labels to be positioned so they are visible from the outside of the finished pallet. Any applied label must meet content, positioning, and legibility requirements set forth in this standard.</p> <p>All cases must display the following:</p> <ul style="list-style-type: none"> ❑ Case GTIN/Barcode – the barcode must be scan readable according to GS1 standards. ❑ Product GTIN number in human readable format. ❑ Product name, including brand ❑ Pack count and size ❑ Code date (best by, sell by, etc.) The shipping case must be printed with the same date code as the retail package. Open dating is required on all packages. ❑ 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.
<p>Case Labeling for General Merchandise and Apparel</p>	<p>The following case labeling is required unless a GSI-128 carton label meeting Kroger specifications is used with an approved ASN transmission. Label cases legibly, as required, to include the following information:</p> <ul style="list-style-type: none"> ❑ Kroger name, address and Kroger Purchase Order number. ❑ Vendor name and invoice number. ❑ Vendor style/stock number (list all styles in mixed cases). ❑ Case-pack information by style, size breakdown, color, quantity, and lot code. ❑ For Softgoods Products, mark the carton number and the total number of cartons on each carton in multiple carton shipments. (For example: 1 of 26, 2 of 26, etc.). <p>Note: If Products are one full pallet of the same item (all the same SKU), only one case label per pallet is required, unless shipping to the Chehalis Retail Service Center.</p> <p>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.</p> <p>Vendors shipping product to other Distribution Centers should contact their Kroger representative for the appropriate case labeling requirements for that Center.</p> <p>KROGER IMPORTED VENDORS For products imported by Kroger please see specific information in the Import Shipping Manual, located on-line at https://www.thekrogerco.com/vendors-suppliers/import-vendors/</p>

DOMESTIC VENDORS

Shipping to Fred Meyer Retail Service Center, Chehalis, WA:

Conveyable, store-ready cartons

Minimum: 3" H x 6" W x 9" L, at least 2 lb

Maximum: 30" H x 27" W x 47" L, no more than 75lb

Do not mix SKU's in cartons without approved ASN and GS1-128.

Please place the carton label on the long side or top of carton, ensuring that the barcode does not wrap around a corner or cross over the seam between box flaps.

With approved carton level ASN/GS1-128 label

- Packed and marked for stores
- Full case marked for DC

Note: Email EDIBIZ@fredmeyer.com for testing and approval of ASNs and GS1-128 labels. Mapping, program descriptions and GS1-128 label specs at <https://edi.kroger.com> ('Programs & Requirements')

Without approved carton level ASN/GS1-128

Basic carton marks

- Fred Meyer name, address and Fred Meyer Purchase Order number
- Vendor name and invoice number
- Vendor style/stock number
- Case-pack information by style, size breakdown, color, quantity and lot code.
- For Softgoods Products, mark the carton number and the total number of cartons on each carton in multiple carton shipments. (For example: 1 of 26, 2 of 26, etc.)
- UPC/GTIN or SKU Barcode (from the EDI PO)**
 - Barcodes must be at least 2cm tall and 4cm across
 - We accept four symbologies: UPC-A, Interleaved 2 of 5, Code 128, UCC/EAN 128
 - Barcodes must be unobscured, and printed clearly enough to scan consistently

For approval and information, please email EDIBIZ@fredmeyer.com.

Non-conveyable goods, master packs with non-conveyable inner packs. Includes product shipping to 226 or 234 Maurin Road addresses:

- Fred Meyer name, address and Fred Meyer Purchase Order number
- Vendor name and invoice number
- Vendor style/stock number (list all styles in mixed cases).
- All inner packs must have scannable UPC/GTIN or SKU barcode).
- Case-pack information by style, size breakdown, color, quantity and lot code.
- For Softgoods Products, mark the carton number and the total number of cartons on each carton in multiple carton shipments. (For example: 1 of 26, 2 of 26, etc.)
- 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.

Shipping to Fred Meyer Clackamas General Merchandise Distribution Center

	<p>Basic Carton Marks:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Fred Meyer name, address and Fred Meyer Purchase Order number <input type="checkbox"/> Vendor name and invoice number <input type="checkbox"/> Vendor style/stock number (list all styles in mixed cases) <input type="checkbox"/> Case-pack information by style, size breakdown, color, quantity and lot code. <input type="checkbox"/> For Softgoods Products, mark the carton number and the total number of cartons on each carton in multiple carton shipments. (For example: 1 of 26, 2 of 26, etc.) <input type="checkbox"/> Note: If Products are one full pallet of the same item (all the same SKU) only one case label per pallet is required. <input type="checkbox"/> 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. <input type="checkbox"/> FedEx or UPS shipments must include either a packing slip for the contents of each package or an approved GSI-128 label on each package, along with the EDI transmission of an approved Advanced Ship Notice (“ASN”).
<p>Product Preparation</p>	<p>Vendor must prepare Products for shipment as specified by the Kroger 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.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Apply tickets to product in accordance with the Kroger Purchase Order, including any specific ticketing provisions and cost thereof: <ul style="list-style-type: none"> <input type="checkbox"/> Print the correct information on the ticket (<i>e.g.</i>, price, SKU, Class, UPC). <input type="checkbox"/> Place ticket on the correct Products. <input type="checkbox"/> Place ticket in the correct location on the Products. <input type="checkbox"/> Apply hangers as specified by the Kroger Purchase Order, per the Hanger Requirements information found at the Fred Meyer Business to Business website: https://www.fredmeyer.com/topic/business-to-business: <ul style="list-style-type: none"> <input type="checkbox"/> Proper color. <input type="checkbox"/> Proper size and type. <input type="checkbox"/> Size indicator properly applied. <input type="checkbox"/> Custom pre-pack and package Products as specified by the purchase order: <ul style="list-style-type: none"> <input type="checkbox"/> Case quantity and inner pack quantity as specified. <input type="checkbox"/> Correct number of units. <input type="checkbox"/> Pre-assorted as specified. <input type="checkbox"/> Do not ship partial cases.
<p>Packing Lists</p>	<p>Vendors are required to prepare packing lists as specified below: 13</p> <ul style="list-style-type: none"> <input type="checkbox"/> Prepare a packing list for each Kroger Purchase Order to include the Kroger Purchase Order number, Vendor style/stock number, UPC, quantity ordered, quantity shipped, and customer address.

	<p>Note: Softgoods Products packing lists must also include the UPC/SKU number, color, size and the total quantity shipped by style.</p> <ul style="list-style-type: none"> ❑ Clearly indicate which carton contains the packing list. <p>Note: If agreed upon, prepare individual store packing lists and a consolidated packing list when shipment is specified for multiple stores. Attach paperwork to the lead carton.</p> <ul style="list-style-type: none"> ❑ Indicate the quantity and cost of pallets if Products are delivered on pallets for which Kroger will be charged.
<p>Code Date Guidelines</p>	<p>Minimum shelf life and Code Date requirements are required for all Grocery, HBC/Natural Foods, packaged Produce, packaged Deli/Bakery and packaged Meat/Seafood products entering our Distribution Centers. Minimum and maximum shelf life is required on all New Item forms. Code Date Requirements are shown below:</p> <p><u>The Code Date (item and case) guidelines for all products & net weight items include:</u></p> <ul style="list-style-type: none"> ❑ Type of Code Date <ul style="list-style-type: none"> ▪ Open date (Sell by, Best Before, Expiration, Use By) ❑ Location <ul style="list-style-type: none"> ▪ Perishable items (<60 days) should have the code date printed on the Primary Display Panel (ideally top right quadrant,) depending upon space. ▪ Code Date for non-perishable items should be printed on an easily-viewable location (consistent with category norms) ❑ Text <ul style="list-style-type: none"> ▪ <u>EASILY</u> readable ▪ Same size as panel text (package graphics) depending upon packaging and label limitations ▪ Minimum of 12-point font depending upon packaging and label limitations ▪ Contrast between text color; background must be legible ▪ Case Pack printing must be legible, and easily visible in a warehouse environment (at least 4 feet from the product). ❑ Shelf Ready Packaging <ul style="list-style-type: none"> ▪ Code Date on the front of the package and on the product ❑ Multi-use Items <ul style="list-style-type: none"> ▪ Code Date should not be printed on packaging that is removed when the product is opened (lid or tear strip). Code Date should be printed on the inner packs and consumer units ❑ Single-use Items (i.e. single serve yogurt) <ul style="list-style-type: none"> ▪ Code Date on lid is acceptable placement
<p>Product Packaging</p>	<p>Vendor will comply with all reasonable ergonomic requirements established by Kroger and provided to Vendor, including but not limited to those pertaining to packaging</p>

	weights, carton dimensions and handhold requirements. Vendor will utilize secure clamshell packaging to better protect high theft Products if requested by Kroger.
Case Packaging	<p>Using advanced automated technology systems; Kroger is changing the way Products are handled within some of its distribution processes. With these automated systems, pallets are received and inducted into the system in a uniform manner. Subsequently, each case flows through the same standardized processes throughout the system. The system’s output is a mixed SKU pallet, ready for delivery to retail stores. Both pallets of Products and case units supplied by Vendor must be able to flow through this system without causing any errors or interruptions to the system process. If errors occur routinely with specific SKUs, packaging or pallet configuration changes may need to be made by Vendor.</p> <p>Vendor must comply with the pallet, case and slip-sheet/tie-sheet specifications established by Kroger for Products handled by its Case Handling Automation System. A copy of these specifications can be found at https://www.thekrogerco.com/vendors-suppliers/document-library/</p>
Display Guidelines	<p>Vendor will comply with the Kroger Display Guide parameters, a copy of the Kroger Display Guide can be found at https://www.thekrogerco.com/vendors-suppliers/document-library/</p>
Routing and Shipping Instructions	<p>Vendor will list all Kroger Purchase Order numbers on the Bill of Lading. (This service may be performed by the carrier on the freight bill.) 15</p> <ul style="list-style-type: none"> ❑ Mark all cartons and Bills of Lading with <i>complete</i> 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 Kroger’s Logistics Department for correct routing instructions on FOB origin shipments when the shipping point will be other than that shown on the Kroger Purchase Order. Any excess charges due to Vendor’s failure to do so will be charged to Vendor. ❑ Provide Kroger with a contact name, address, and phone number, for each of Vendor’s ship points, to receive updates to standard routing instructions. ❑ Follow the Kroger Logistics Department standard routing instructions for all collect shipments. <ul style="list-style-type: none"> ▪ Kroger Routing Instructions are found at: http://www.thekrogerco.com/vendors-suppliers/document-library ▪ For Fred Meyer routing information, please visit: www.fmroutinginstructions.com ❑ Ship Products according to the date specified on a Purchase Order. Prepaid orders are expected to arrive on the ship-to-arrive date and collect orders are expected to adhere to the ship-cancel window specified on the Purchase Order. Products shipped to arrive after the cancel date (without written prior-approval by the Kroger Representative) are considered non-compliant and are subject to a non-compliance base fee charge. Products shipped to Peyton that arrive before the “due on” date are also non-compliant.

	<p>❑ Ship Kroger Purchase Orders complete in one departure – backorders are not allowed unless the Kroger Representative gives prior written approval. Failure to do so will result in a chargeback for shipping costs associated with a backorder.</p> <p>❑ Ship pre-approved backorders prepaid, FOB our dock at FOB Vendor expense plus applicable off invoice amounts.</p> <p>Kroger covers marine insurance under its open marine policy on FOB origin shipments only. Any added costs caused by Vendor not following Kroger’s instructions will be charged to Vendor.</p>
<p>Scheduling, Delivery, Unloading and Pallet Requirements</p>	<p>For prepaid Vendor shipments, a delivery appointment is required to deliver into the distribution center. Vendor name, Kroger Purchase Order number, delivery address, carrier name and pertinent load information is required for appointment and delivery. 16</p> <p>This includes number of cases, weight, number of pallets and cube, if available. Load type should be identified i.e. floor stacked, slip sheets or pallets. It is the vendors’ responsibility to schedule a delivery appointment with enough time to meet the Original Requested Arrival Date (ORAD).</p> <p>To facilitate scheduling of inbound delivery appointments, Vendor and its shippers and carriers must use One Network Enterprise’s online web-based scheduling www.onenetwork.com. Delivery appointments can be scheduled off line at a Kroger scheduling center. Kroger reserves the right to impose a fee for any manual scheduling.</p> <p>Unloading for any type of shipment (floor stacked, slip sheets, pallets) will be based on Kroger’s specifications and at Vendor’s expense.</p> <ul style="list-style-type: none"> ▪ Palletized loads must be on 48x40 4-way entry block pallets. ▪ Kroger will not participate in pallet exchange programs or pallet bank programs. Pallets are considered part of the cost of goods. ▪ Kroger participates in pallet pooling programs. ▪ If Products are not shipped on a pool pallet, like CHEP, iGPS or PECO then ONLY- #1/A GMA quality pallets will be accepted. ▪ Kroger reserves the right to refuse Products shipped on pallets that do not meet minimum standards of quality, safety or sanitation. ▪ Kroger may require Products to be converted to acceptable pallets at the Vendor’s or carrier’s expense. <p>Scheduling and delivery contact information may be found at http://www.thekrogerco.com/vendors-suppliers/document-library.</p>
<p>Customer Pickup Fuel Allowance Policy</p>	<p>Vendor must provide Kroger a diesel fuel allowance on all Kroger managed shipments of Products in accordance with the Customer Pickup Fuel Allowance Policy set forth below:</p> <p>Kroger requires all Vendors to provide a ‘fair and equitable’ market-based Customer Pickup (“CPU”) diesel fuel allowance on all Kroger managed shipments of Products. This allowance should be applied to each individual Kroger Purchase Order invoice. In the event Vendor is unable to reflect applicable fuel surcharge either as an additional line item or as part of the agreed upon customer pick-up allowance on the individual Kroger Purchase Order Invoice, the total allowance amount will be based on the U.S.</p>

	<p>Government’s weekly Department of Energy’s (“DOE”) National Diesel Fuel Index. Calculation logic is as follows:</p> <ul style="list-style-type: none"> ❑ Miles are calculated between origin and delivery location zip codes using PC Miler. ❑ The Kroger Purchase Order pickup date will be cross-referenced to the U.S. Government’s D.O.E. Weekly National Diesel Fuel Index to pinpoint the price of diesel fuel for each individual backhaul shipment. http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report.asp ❑ The D.O.E. Weekly Diesel Fuel Index price per gallon is then cross referenced to Kroger’s CPU Fuel Index Scale to determine the weekly fuel subsidy per mile. ❑ Kroger’s DOE fuel index scale’s “neutral zone” is \$1.15--\$1.1999. Every +/- \$.05 change in the National DOE Index will equate to +/- \$.01/mile vendor fuel allowance per backhaul shipment. Kroger’s scale is uncapped. ❑ The Kroger Fuel Index Scale will be multiplied by each Kroger Purchase Order’s total mileage to determine total \$\$ subsidy applied to each Kroger Purchase Order invoice.
Returns	Shipping terms for returned Products are FOB Kroger’s designated location, freight collect.
Salvage Terms	<p>Vendor must sign and return to its Kroger Representative a Reclamation Agreement. Vendor must update this agreement when major line changes occur, but no less than annually. Current agreements will remain in effect until changed in writing. Vendor will comply with the terms of the Kroger’s Reclamation Policy.</p> <p>In addition, Fred Meyer stores will conduct a bi-annual Reclamation True-up for non-food products including Health and Beauty Aids and Candy. This process will compare the Vendor’s actual product processed through the Fred Meyer Reclamation Center compared to the monies collected from the Vendor as a Reclamation Allowance. If the Vendor’s Reclamation Allowance is less than the product processed through Fred Meyer’s Reclamation Center, then Fred Meyer is entitled to claim the variance, via an Accounts Receivable invoice or a deduction.</p>

Kroger Billing Policy for Recalls and Withdrawals

In the event of any and all product recalls that are either (i) agreed upon between Vendor and Kroger, or (ii) that are required (either by law or in the commercially reasonable judgment of Kroger) because Kroger 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 Vendor at Vendor's expense, or otherwise disposed of as provided for in the Kroger Product Recall Procedures. This expense, unless otherwise agreed in writing between Vendor and Kroger, will be as set forth below. Agreed upon returns of slow sellers, overstock, and product recalls that result from defective, dangerous or incomplete merchandise will be returned to Vendor at Vendor's expense. This expense for the divisions serviced by the Clackamas Reclamation Center, unless otherwise agreed, will include: 1) a 12% handling fee for product consolidation and 2) incoming and return freight charges. Any exceptions to this policy must be in writing and signed by the Kroger Representative prior to the return.

Vendors of recalled or withdrawn Products removed from sale, returned for refund, used in the preparation of other products, or where use of this product may have resulted in potential contamination of other products on display, or will be used in the preparation of other products will be charged the total of the following:

1) Delivered Cost of Products	Cost of Products will be billed using the most recent FCB cost multiplied by the number of retail units submitted through the Quick Recall application. Products used in additional in-store preparations shall be billed at the finished product cost. Product costs for cases pulled from Distribution Centers will be billed separately by each DC.
2) Administrative Cost	<p>Divisions Administrative costs will be based on the number of stores included in the recall multiplied by 20% of the fair wage rate established by each Kroger Division. Class I recalls are calculated using a 30% rate to reflect the more intense follow-up required for those recalls.</p> <p>Distribution Centers Class I Recall - \$500 per recall Class II Recall - \$300 per recall Class III/Recalls/Withdrawals - \$200 per recall/Withdrawal</p> <p>General Office Administrative Costs In addition, any General Office administrative costs associated with IVR and register tape messaging shall be billed to Vendor on a cost per occasion basis.</p>
3) Store Handling Cost	Store labor costs will be based on the time each store spends on the recall/withdrawal (one hour minimum) multiplied by the fair wage rate established by each Kroger Division. Time includes receiving the recall/withdrawal, checking shelves, back stock, markdowns, Online orders waiting for pickup or delivery, incoming shipments, posting signs, notifying front desk personnel, responding to the recall/withdrawal through the application, scanning out product to adjust inventory, etc.
4) Warehouse Handling Cost	Use average warehouse rate, including fringes, multiplied by the total number of hours involved. (Must be documented with accurate records).
5) Shipping Cost to Stores	If Kroger Division is requested to return products, use cents per cwt. cost for shipping that product category times cwt. shipped to stores and also from stores.

6) Actual Freight for Products Returned	Charge the actual freight cost for the products returned to Vendor, if Kroger has to arrange.
7) Disposal Cost	Charge any identifiable disposal costs.
8) Special Handling Cost	Charge any identifiable special handling costs.
9) Customer Refunds	Charge any customer refunds for returned Products.

A record of each transaction is necessary for charging the handling and product costs back to Vendor. Any replacement merchandise must be billed to the Operating Division by Vendor as new merchandise. ***(Trading merchandise without a charge or credit in the store or in the warehouse is not permissible.)***

National Non- Food Reclamation Agreement

It is The Kroger Co.'s goal to minimize waste and the use of landfills to the greatest extent possible. To facilitate these goals, **The Kroger Co. will no longer destroy unsalable product except in extraordinary circumstances and only when advance approval is received from the Kroger Co.** In circumstances where product destruction is required, The Kroger Co. will work with the vendor to mitigate costs to The Kroger Co. and the vendor.

Hazardous Material Costs Addendum

Products that are deemed to be state or federally-regulated hazardous waste (as identified Kroger's Hazardous Product Compliance System and the UL WERC Smart database) will be subject to an additional charge of up to \$3.00 per item when disposal is required. Such fees will be deducted monthly. The vendor will be notified by invoice from The Kroger Co. of the total number of units processed for disposal as federal or state hazardous waste and the total cost to process each item. This fee will be added to the selected fees and are intended to offset the higher cost of handling, storage, transport, and disposal of hazardous wastes.

Feeding America

The Kroger Co. has established a partnership with Feeding America to donate products sent through the reclaim channel in support of our Zero Hunger/Zero Waste initiative. Suppliers are encouraged to collaborate with The Kroger Co. on this important objective.

The Kroger Co. National Non-Food Reclamation Policy:

The Kroger Co. National Non-Food Reclamation Policy serves as a default program for manufacturers who do not have a published reclamation policy and is subject to review no longer than 24 months from its contracted date. This policy supersedes any and all formal or informal agreements with respect to the disposition of unsalable items.

-Recall/Product Withdrawal – The Kroger Co. requires all products subject to a product withdrawal or recall to be RETURNED to Vendor. Vendor will issue a Return Authorization within 21 days of the invoice date. If a Return Authorization and ship to address is not received within 21 days of the invoice date, product will be deducted, and The Kroger Co. will determine final merchandise disposition for all product withdrawal returns. In order to meet environmental and/or transportation related regulations, items that are leaking or broken will not be sent to reclaim and will need to be managed as waste at the store. Handling fee to process a return of items subject to a Product Withdrawal /Product Recalls return is 12% of cost.

NOTE: This handling fee is in addition to, and does not alter in any way, any other fees suppliers may incur in connection with a product withdrawal, recall or disposal in the event it is required by law.

Reimbursement Guidelines

Reimbursements for damaged, customer returns, or otherwise unsalable product will be calculated based on each item's cost plus the costs incurred in handling each item as it moves through the supply chain of distribution. These costs are partially dependent upon the agreement chosen by the supplier. Higher costs are incurred when additional handling and storage is required at the Reclamation Center.

Unsalable Agreement Options

Automatic Disposition Option –

Product will be scanned, billed at full cost plus 9% handling and then released to the Kroger Co. for disposition determination.

Hold for Automatic Return to Vendor Option –

Product will be scanned, billed at full cost plus 10% handling. Product will be scanned, sorted by vendor, and held for automatic return vendor once invoiced.

Off-Invoice Disposition Option –

Kroger will bill vendor for full cost plus 10% handling for unsalable product that is processed over and above the agreed on off-invoice percentage. Product will be then released to the Kroger Co. for disposition determination.

Hold for Return to Vendor-Return Authorization from vendor required Option –

Product will be scanned, billed at full cost plus 12% handling. Product will be scanned, sorted by vendor, and held for return vendor once invoiced and return authorization received from vendor. The return authorization must be received within 21 days of first communication. After 21 days product will be billed at full cost plus 12% handling and then released to the Kroger Co. for disposition determination.

NOTE: If either Hold option is selected, applicable freight charges will be the responsibility of the vendor.

As of 2018, the Scan and Destroy and Off-Invoice Destroy options are no longer available. In light of our commitment to Zero Hunger Zero Waste, suppliers that want their product destroyed should select one of the Hold for Review options above that include returning the product to vendor for destruction.

KOMPASS Billing Model, Service Charge Billing Model and Closeout Policy

Billing Model

We are committed to our Customer 1st strategy and are constantly seeking opportunities to enhance our overall value proposition to our customers. We understand that to deliver this value we must continue our pursuit for operational efficiencies that enable us to invest in areas that matter most to our customers. We believe that our merchandising execution program KOMPASS is best in class and gives us a tremendous advantage over our competition.

We believe that this model has been able to enhance our sales and profitability as we continue to find ways to put the customer first. Services included:

- Planogram Center of Excellence (PCOE)
- Store Planogram sets and maintenance
- New and remodeled store support for set teams

We will continue to plan the work that we do in stores to maximize the amount of work that we can get done consistently over time.

Beginning with Period 1, 2017, Roundy's data will be included in the Kroger billing model. This will include all Pick 'N Save, Copps, Metro Market, and Mariano's banners in Wisconsin and Illinois. This will further simplify the billing model for suppliers with Roundy's billings being included with the enterprise model. It should be noted that Harris Teeter will continue to operate and bill separately.

Based on our expectations for 2017, the flat billed rate will remain at an annual rate of 0.65% of COGS (Cost of Goods Sold) at Kroger. The COGS will be calculated for items that are on a Planogram. As in the past we will refresh the model twice a year to update COGS by supplier. The billings will continue to be done a period at a time. The billing rate will be reviewed periodically and adjusted to meet the needs of our business.

Service Charge Billing Model

Our customers are evolving in the way they obtain information about your products and shop, and our business must change with them. Today, the information about your product is almost as important as the product itself. To provide our customers and our business teams with the most accurate item information possible, we need (and must have) accurate and timely information from you. In addition to customer impact, accurate and timely information directly impacts our KOMPASS program and several other business processes. It is imperative that we receive accurate and timely information as it relates to new and discontinued items, item changes, and product availability. The following policy is intended to enhance the sharing of this information between Kroger and our suppliers:

- Change in Declared Net Content (Weight, Count or Volume) without GTIN change:** The ability to flow through product changes are extremely compromised when an item changes declared net content without changing GTIN. We have many systems that require unique weights and measure by GTIN. When a manufacturer changes the weight or size of a product or case and does not change the GTIN, the ability for our systems to function properly is in jeopardy. A few of the systems that require accurate unique GTIN level information are POS/U-Scan, Warehousing Systems, and SATH (store item authorization). If a supplier does not change GTIN, a service charge of \$50 per store per item will be assessed.
- Different consumer unit flavor variations should have unique GTINs as per the recommended GS1 GTIN Allocation guidelines.** Without different GTINs, it is impossible to track consumption at the point-of-sale for each variety as well as provide the correct product information to consumers when they choose to shop online. Additionally, it becomes impossible to communicate the accurate ingredient and nutritional information to shoppers without the specific variety identified. If a supplier does not use unique GTINs per the GS1 guidelines, a service charge of \$50 per store per item will be assessed.
 - The complete GS1 GTIN Allocation Rules can be found at the following URL:
www.gs1.org/1/gtinrules

- ❑ **Inaccurate Information received from a Manufacturer/Supplier:** 25% of our Planogram errors are caused by missing or wrong item setup information. In order for Kroger systems to work properly, we must receive accurate item set-up information. If we receive inaccurate information for new or changing items, a service charge of \$50 per store per item will be assessed.
- ❑ **Warehouse Product Availability:** It is imperative that The Kroger Co. is given accurate information regarding availability of new items. It is crucial that your company supply us with firm dates regarding shipments of new items. Our KOMPASS program allows us to determine if we need to move an update, or schedule the update for a certain week within a Kroger period. In general, we ask that all new items be available to ship to our distribution facilities 14 days prior to the KOMPASS update. If you have a supplier that will not stock a new item once it has been presented, we must have that information at least 60 days prior to the KOMPASS reset period. We will assess a service charge of \$50 per item per store for any item that does not have inventory in our distribution centers after the product availability date.
- ❑ **DSD Product Availability:** It is equally imperative that The Kroger Co. is given accurate information regarding availability of new and existing items within your distributor network. If you have a distributor that will not stock a new item you have presented, we must have that information at least 60 days prior to the KOMPASS reset period. Also, assortment and item changes cannot be made 60 days prior to or after a scheduled maintenance, NII or KOMPASS update. Sixty days prior to and following KOMPASS updates is needed to update, post POG's and execute assortment changes at store level. A service charge of \$50 per item per store serviced by that distributor will be levied for non-compliance. Likewise, if you have a distributor that decides to no longer stock an item that is currently planogrammed into our stores, we must have 60 days written notice so that we can rework planograms and post for our divisions. This notification must be outside the 120 day 'window' of any KOMPASS activity. A service charge of \$50 per store per item will be assessed for non-compliance.
- ❑ **Long-Term Product Unavailability:** If product becomes unavailable (ex. ingredient or packaging issues, production problems, recalls, forecasting errors, etc.), it is critical that the supplier provides Kroger with accurate recovery information so that we can decide how best to manage the issue. In the event that Planograms have to be reset due to long-term product unavailability, a service charge of \$50 per item per store will be assessed to cover our labor expense. If the recovery information provided by the supplier is inaccurate, and therefore causes us to avoid a necessary Planogram reset, a \$50 per item per store service charge will be assessed.
- ❑ **Item Changes:** It is imperative that The Kroger Co. is given timely accurate information regarding item attribute changes. If your company changes the attributes (GTIN, Case GTIN, case pack, size, dimensions, description, product images, etc...) of any item without providing 60 days notification, a service charge of \$50 per store per item will be assessed.
- ❑ **Discontinued Items:** Similar to item changes if your company elects to discontinue an item and we are not provided with at least a 60 day notification, there will be a service charge of \$50 per store per item. Failure to report discontinued items within an active KOMPASS update window, a service charge of \$50 per store per item will be assessed.

Your support of our policies and the entire KOMPASS program is crucial and appreciated. If you have any questions, please contact your category management team.

Closeout Policy:

The Closeout policy (and related processes) was put in place to standardize the handling of discontinued items as well as reduce associated operating costs (i.e. reclamation). There are three business processes that are covered under the current Closeout policy. Any differences by department or source of product will be called out below:

1) **Host System Maintenance (PID):** The Closeout process will systematically discontinue items from the host systems based on the delete information supplied by our Category Managers. This occurs for all items regardless of whether the item is DSD or Warehouse, with one difference. There is a limitation within our DSD system that requires the item to be discontinued after the KOMPASS reset. In other words, we delete warehouse items prior to the KOMPASS reset while the DSD item deletes are delayed until 6 weeks after the scheduled KOMPASS reset. This delay ensures store teams can process credit invoices (if needed) for DSD supplied product.

2) **Retail Reduction with Closeout Tag:** The Closeout process will systematically create retail reductions using the closeout tag (example available in the appendix). The depth of the retail reduction is determined by store by item, based on historical sell-through data and falls between 5% and 75% of the regular retail. The retail reductions typically start 5-6 weeks prior to the scheduled KOMPASS reset.

3) **Scan-Down Allowance (SDA) Promotional Contract:** The Closeout process will systematically generate an SDA contract with an allowance equal to a percentage of the average retail reduction. The actual percentage shared between Kroger and the supplier varies by department and whether the item is DSD or Warehouse. The SDA contract is effective at the start of the retail reduction period and will be terminated three weeks following the scheduled KOMPASS reset. As previously stated, the SDA amount is dependent on the retail reduction which will likely result in additional contracts generated to cover the additional markdown levels.

a. Warehouse Supplier Percent of Retail Markdown (by Department):

- i. Grocery = 50%
- ii. HBC/GM = 60%
- iii. Natural Foods = 50%

b. DSD Supplier Percent of Retail Markdown:

- i. All Departments = 100%
- ii. Note: Scanned Based Trading (SBT) suppliers are not exempt from this process and will be subject to the SDA markdown.

c. Examples:

i. Grocery Warehouse Item:

1. Current Retail = \$1.99
2. Calculated Markdown Rate = 40%
3. Retail Reduction = $\$1.99 * 40\% = \0.80
4. Closeout Retail = \$1.19
5. SDA Contract = 50% of Retail Reduction \$0.80 or \$0.40 per unit

ii. Grocery DSD Item:

1. Current Retail = \$1.99
2. Calculated Markdown Rate = 40%
3. Retail Reduction = $\$1.99 * 40\% = \0.80
4. Closeout Retail = \$1.19

5. SDA Contract = 100% of Retail Reduction \$0.80 or \$0.80 per unit

iii. HBC Warehouse Item:

1. Current Retail = \$1.99
2. Calculated Markdown Rate = 40%
3. Retail Reduction = $\$1.99 * 40\% = \0.80
4. Closeout Retail = \$1.19
5. SDA Contract = 60% of Retail Reduction \$0.80 or \$0.48 per unit

The policy and procedures described above cover all manufacturer discontinued items, as well as any items Kroger has determined should either be; a) removed from all Divisions; b) removed from some Divisions; or c) removed from some locations within a particular Division or store segment (i.e. Value).

This updated Closeout Policy will affect all Warehouse & DSD suppliers with product in categories being reset during this cycle as well as all future KOMPASS activity.

Our goal is to sell down or out of all discontinued items rather than handle through reclamation (warehouse) or have them picked up at the store (DSD Note: All residual inventory must be picked up @ 100% cost credit). We want to do this in the most efficient manner as possible with minimum impact to our stores. Your support will be critical to the success of the process.

Please note that this process is above and beyond any previously established programs and/or agreements. Feel free to contact your Category Manager with any questions.

Appendix:

Closeout Tag Example:



Regular and Closeout Retail Comparison

Closeout verbiage to communicate to stores, suppliers, and customers