



Safeway Supplier Handbook

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SAFeway SUPPLIER HANDBOOK

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WELCOME

Thank you for your interest in exploring business opportunities with Safeway. We are pleased that you have chosen to do business with us. Safeway has continually upheld its commitment in providing added value on world-class quality products, combined with award-winning service to all our customers. We are very excited to share this dynamic vision with our business partners as well.

ABOUT SAFEWAY

Safeway Inc. is a Fortune 500 company and one of the largest food and drug retailers in North America. The company operates approximately 1,700 stores in the Western, Southwestern, Rocky Mountain and Mid-Atlantic regions of the United States and in Western Canada. Our subsidiaries include The Von's Companies in Southern California and Nevada, Carrs in Alaska, Randall's and Tom Thumb in Texas, Dominick's in Chicago, Genuardi's Family Markets in Eastern U.S. and Canada Safeway Ltd. in Canada. As used herein, the word "Safeway" should be understood to mean each and all of such companies, as appropriate.

Safeway also holds a 49% interest in Casa Ley, S.A. de C.V., a retailer in food and general merchandise in Western Mexico, and more than 50% of e-retailer Groceryworks.com.

In support of its stores, Safeway has an extensive network of distribution, manufacturing and food processing facilities.



PURPOSE OF SUPPLIER HANDBOOK

This handbook is intended to introduce you to Safeway's business philosophy and practices. It is being provided to you, our potential and existing suppliers, as a reference--to direct and guide you in the initial steps and on-going processes of this business relationship. This handbook provides you with basic steps and information you will need to pursue your goals with Safeway.

Safeway reserves the right to amend or update any segments or contents of this handbook when and, as it deems necessary or appropriate. This handbook should be utilized solely for its intended purpose. Sample forms are located in the Appendix; please refer to the appropriate Appendix number for the forms referred to herein. Safeway forms are proprietary documents and may not be altered except by Safeway. In all cases, forms used should be current at the time of the transaction. Please visit www.safeway.com to download current versions of these forms and to obtain Safeway's most current policies and procedures.

HOW TO BECOME A NEW SAFEWAY SUPPLIER

If you are interested in establishing a business relationship with Safeway, call or write to the Safeway locations noted below so that we may provide a contact with the Manager of National Categories (“MNC”) for the specific product(s) you wish to present. If the MNC decides to further explore or pursue a potential business relationship, he or she may provide additional information and procedures, as required.

Safeway Inc. Corporate Office 5918 Stoneridge Mall Road Pleasanton, CA 94588 Telephone # : (925) 467-3000	Safeway Inc. Sales & Marketing Business Office 4410 Rosewood Drive Pleasanton, CA 94588 Telephone # : (925) 520-8000
Perishables (Meat/Seafood, Produce, Floral, Bakery, Deli/Foodservice, Fuel)	Non-Perishables, Central Procurement

Your initial communication with Safeway should include a short background about your company, including such information as its size and location, geographic distribution points, a description of the company’s primary business, your company’s diversity program, and a current listing of retail accounts in which your product is retailed.

If the MNC contacts your company with a request for a meeting, please bring the information described in the following section with you to that meeting, as such information is needed to set up new suppliers and items. You may also be asked to sign a Non-Disclosure Agreement prior to the meeting. This meeting should not be interpreted as an indication of an intent by Safeway to accept the proposed product or to appoint you as an approved Safeway vendor. While we may be interested in reviewing your company and products, acceptance is not guaranteed.

Requirements for New Supplier Set-Up

1. General Information for Vendors Form [\[Appendix 1\]](#) must be completely filled out and signed.

All new vendors are expected to complete the General Information for Vendors Form. This form gives our suppliers and potential suppliers an opportunity to tell us about their desired payment terms, electronic capabilities, and distribution networks.

2. A signed Continuing Commodity Guaranty and Indemnity Agreement (“CCG”) [\[Appendix 6\]](#)

*(This form **must** have an “original” signature; copies will not be accepted.)*

3. A signed Certificate of Liability Insurance (“COI”, formerly known as “POI”) [\[Appendix 7\]](#)

4. A sample of your company’s invoice form

In order to ensure that your payments are properly received and processed, Safeway requires a sample invoice that can be passed to our National Accounting Service Center (“NASC”). Please note that while the sample invoice should not detail items or the actual need for payment, it must clearly state your company name as it should appear on the payment check. Additionally, the sample invoice must have a current “remit to” address. Invoices sent without this information may cause payment delays.

Note:

- The Continuing Commodity Guaranty and Indemnity Agreement (“CCG”) and Certificate of Liability Insurance (“COI”) are mandatory for a new supplier to be set up. These documents must be presented to the Manager of National Category (“MNC”) at or before the time of appointment.
- There may be additional forms required for Direct Delivery Suppliers upon acceptance. Please check with the MNC for other prerequisites.

Requirements for New Item Set-Up

New items must be reviewed and approved by Safeway’s Manager of National Categories. When you first meet with the MNC, please bring the following information:

1. Completed New Item Presentation Form(s) (“NIPF”) [[Appendix 2.1](#)], that includes cost.
2. Completed Notice(s) of Promotion Allowance (“NOPA”) [[Appendix 4.1](#)], if applicable.
3. Be prepared to discuss the following topics at the interview:
 - The key features and benefits of the product.
 - Marketing, advertising and promotion plans of your product(s).
 - IRI/Nielsen market data where available and applicable.
 - The target customer for your product.
 - Recommended product placement in schematic.
 - Sales history of your product and where it is sold today.
 - Projected sales and profits.

Once the MNC has made a decision to accept or reject the new item, the supplier will be notified by phone, e-mail or fax.

Note: Sample forms are located at the last page of this guide; please refer to appropriate Appendix number. Safeway forms are proprietary documents and must not be altered. Visit www.safeway.com to download the most current versions of these forms and to obtain the most current policies and procedures.

Requirements for Product Samples

Suppliers will be required to present two (2) product samples of each item at the interview and to send one product sample of each item to Gladson Interactive, provider of digital product images and product label content for space management and e-commerce.

- If the product is too large, bring a detailed written product description that includes the specifications and illustrations, or photographs that include a picture of the package scan bar area (including all numbers related to the scan bar) and other literature related to your product.
- It is essential that your product possess a unique UPC code and scannable bar code. The MNC will provide you with additional instructions for perishable items.
- For restricted products, pictures and illustrations will be requested in lieu of actual merchandise. The MNC for these product groupings will provide additional information and requirements.
- Effective May 26, 2003, all suppliers will be required to send one product sample of each item to Gladson Interactive. In order for Safeway to ensure compliance with this procedure, we will request a hard copy of the eNotify (an electronic notification from Gladson) once your sample has been received, with your new item presentation. Read [[Appendix 11](#)] for instructions and procedures.

UNDERSTANDING SAFEWAY/SUPPLIER BUSINESS RELATIONSHIP

Once the Manager of National Categories (“MNC”) has approved a supplier to do business with Safeway, a corporate vendor number will be assigned and the following are required:

Diversity

Navigating a large company can be daunting, especially when it comes to determining who handles buying decisions. Our supplier diversity initiative was created to make this process a little easier. Our program is designed to increase opportunity for qualified minority- and women-owned suppliers and to assist in their development where need be.

At Safeway, we are open to giving minority- and women-owned businesses an opportunity to join our large list of suppliers for both goods and services. Most of the purchasing of goods and services is handled at our corporate headquarters.

Safeway has been a long-standing supporter of minority communities. Safeway's Diversity Program's mission is to promote supplier participation reflective of the diverse communities in which Safeway does business, while encouraging economic development. In achieving this mission, Safeway supports the minority community in various ways including the development of minority manufacturers within the communities. We will continue to take great strides in making the playing field equal for all by creating more opportunities for growth and expansion throughout the Safeway system.

Defining Our Terms

When we say "minority", we mean those individuals who are citizens of the United States (or lawfully-admitted permanent residents) and are in the following racial/ethnic groups:

- African-American or Black: persons having origins in any of the black racial groups.
- Hispanic: all persons of Mexican, Puerto Rican, Cuban, Central American, or other Spanish cultures or origins, regardless of race.
- Asian or Pacific Islander: all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands and Samoa.
- American Indian or Alaskan Native: all persons having origins in any of the original peoples of North America, including those who maintain cultural identification through tribal affiliation or community recognition.

We define a minority-owned or women-owned business as one:

- that is at least 51% owned by minorities or women,
- whose management and daily business operations are controlled by one or more women or members of minority groups, and
- that, if publicly owned, has one or more women and/or members of a minority group owning 51% (or a controlling share) of the stock.

If you feel that you meet the criteria to be considered a Minority and Women Business Enterprise (“M/WBE”), please go to our web site at www.safeway.com/diversity/questionnaire and complete the brief questionnaire/application.

Please note that your answers to this questionnaire will not affect your ability to do business with Safeway. We appreciate your time, and look forward to a mutually beneficial business relationship.

Diversity Vendor Contacts – U.S. Retail Operations

For additional information about Safeway and its supplier policies, or to e-mail us your information, please send to: supplier.diversity@safeway.com.

Tim Williams
Supplier Diversity Department/
Public Affairs
Products and Services
tim.williams@safeway.com
Phone: (925) 467-2688
Fax: (925) 467-3323

Mailing Address
5918 Stoneridge Mall Road
Pleasanton, CA 94588-3229

Safeway's Continuing Commodity Guaranty & Indemnity Agreement ("CCG")

This is a legally binding agreement detailing the terms and conditions of our partnership. It is important that you understand all the terms and conditions within this document. This CCG should be filled out in its entirety, dated, and signed by the appropriate designate, as described below:

- If supplier is an individual, that individual must sign as proprietor and provide a trade name;
- If supplier is a partnership, one general partner must sign in the partnership name;
- If supplier is a corporation, a duly authorized officer must sign and indicate his or her title.

Safeway's CCG [\[Appendix 6\]](#) contains sections on various business functions and processes that will determine our expectations in this business relationship; therefore, we advise that you fully review and consider that commitment.

Section I	Warranty, Guaranty and Indemnity	Section X	Trademarks, Trade Dress, Service Marks
Section II, III	Additional Provisions	Section XI	Labeling and Packaging
Section IV	Purchase Orders	Section XII	No Salvage
Section V	General Specifications	Section XIII	Compliance with Laws and Standards
Section VI	Shipment & Delivery	Section XIV	California Proposition 65
Section VII	Payment	Section XV	Insurance
Section VIII	Rejection of Non-Conforming Goods (Revocation of Acceptance)	Section XVI	General Terms
Section IX	Recalls		

Note: The CCG, also known as Form 1060, replaces Form 662.

Broad Form Vendor's Endorsement (ISO Form CG 2015)

This Broad Form Vendor's Endorsement [\[Appendix 8\]](#) endorses supplier's liability policy to name Safeway as an additional insured. As is mentioned in Section XV, paragraph B in the Continuing Commodity Guaranty and Indemnity Agreement ("CCG"), a supplier is required to supply this form in conjunction with the Certificate of Liability Insurance ("COI").

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART.

SCHEDULE

NAME OF PERSONS OR ORGANIZATION (VENDOR):

SEE ATTACHED CERTIFICATE

(IF NO ENTRY APPEARS ABOVE, INFORMATION REQUIRED TO COMPLETE THIS ENDORSEMENT WILL BE SHOWN IN THE DECLARATIONS AS APPLICABLE TO THIS ENDORSEMENT.)

WHO IS AN INSURED SECTION IS AMENDED TO INCLUDE AS AN INSURED ANY PERSON OR ORGANIZATION REFERRED TO BELOW AS "VENDOR" HEREIN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO "BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT OF "YOUR PRODUCTS" SHOWN IN THE SCHEDULE WHEN AND WHERE SOLD OR USED IN THE REGULAR COURSE OF THE VENDOR'S BUSINESS, SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS:

1. THE FOLLOWING AGREED THE VENDOR DOES NOT APPLY TO:
 - a. "BODILY INJURY" OR "PROPERTY DAMAGE" FOR WHICH THE INSURED IS OBLIGATED TO PAY DAMAGES BY REASON OF THE ASSIGNMENT OF LIABILITY IN A CONTRACT OR AGREEMENT.
 - b. ANY EXPRESS WARRANTY UNAUTHORIZED BY YOU.
 - c. ANY PHYSICAL OR CHEMICAL CHANGE IN THE PRODUCT MADE INTENTIONALLY BY THE VENDOR.
 - d. REPACKAGING, UNLESS UNPACKED SOLELY FOR THE PURPOSE OF INSPECTION, DEMONSTRATION, TESTING OR THE SUBSTITUTION OF PARTS UNDER INSTRUCTIONS FROM THE MANUFACTURER, AND THEN REPACKAGED IN THE ORIGINAL CONTAINER.
 - e. ANY FAILURE TO MAKE SUCH INSTRUCTIONS AVAILABLE, EITHER ORFOLDING UP THE MANUAL HAS AGREED TO MAKE OR NORMALLY UNDERTAKES TO MAKE IN THE USUAL COURSE OF BUSINESS, IN CONNECTION WITH THE DISTRIBUTION OR SALE OF THE PRODUCTS.

1. DEMONSTRATION, INSTALLATION, SERVICING OR REPAIR OPERATIONS, EXCEPT SUCH OPERATIONS PERFORMED AT THE VENDOR'S PREMISES IN CONNECTION WITH THE SALE OF THE PRODUCT.

2. PRODUCTS WHICH, AFTER DISTRIBUTION OR SALE BY YOU, HAVE BEEN LABELED OR RELABELED OR USED AS A CONTAINER, PART OR INGREDIENT OF ANY OTHER THING OR SUBSTANCE BY OR FOR THE VENDOR.

3. THIS ENDORSEMENT DOES NOT APPLY TO ANY INSURED PERSON OR ORGANIZATION FROM WHOM YOU HAVE ACQUIRED SUCH PRODUCTS, OR ANY INGREDIENT, PART OR CONTAINER, PACKAGING INFO, ACCOMPANYING OR CONTAINING SUCH PRODUCTS.

CG 20 15 11 05 COPYRIGHT INSURANCE SERVICES OFFICE, INC.

1984

Sample of Broad Form Vendor's Endorsement

Universal Product Code (UPC)

Accurate item information is critical for Safeway to serve its customers efficiently and to manage its inventory, delivery, sales, billing and financial reporting effectively. It is essential that suppliers possess a unique Universal Product Code ("UPC") for each of their items, understand the bar coding process, and be compliant with set standards. Contact the Uniform Code Council ("UCC") at 937-435-3870 or visit www.uc-council.org for information and guidelines.

Timely notification of product changes is equally important. All product changes must comply with UCC guidelines. Some of the common problems identified at Safeway include:

- Supplier using the same UPC case code when product has changed.
- Supplier changing the UPC number without notifying Safeway.
- Pack size or carton quantity being changed without notification.
- Barcode being of poor quality that will not scan.
- No UPC on merchandise that has a UPC assigned to it.

Gift and Gratuity Policy

Safeway's Code of Business Conduct ("Safeway's Code") contains strict provisions governing relations with suppliers.

Safeway employees generally may not accept gifts, discounts, loans, services or gratuities. The only exceptions to this policy are for gadgets, such as desk calendars, memo pads, paperweights and similar items of nominal value, which bear an advertising message or name of the supplier. Safeway's Code does not permit lavish or extravagant entertainment of our employees. Safeway employees may accept only moderate meals or entertainment from suppliers in the course of company business.

We ask that you do not put our employees in the position of having to refuse gifts, gratuities or entertainment. Safeway appreciates your cooperation.

Suppliers presenting their new items to Safeway are instructed to deliver them to the Manager of National Categories.

Electronic Data Interchange

Safeway has achieved a reputation as a leader in lowering operating costs through best practices and further extending these cost reduction opportunities to both sides of the supply chain. EDI (Electronic Data Interchange) enables exchange of business documents in an economical, accurate and expedited manner. Safeway actively promotes its suppliers developing the ability to exchange EDI transactions. Our Electronic Data Services Department can assist you with EDI implementation.

EDI Communications

Safeway operates as its own Value Added Network ("VAN") in much the same way as many of the public VANs. Safeway does not employ a VAN for store-and-forward of our EDI data. We communicate with most of the major VANs that our suppliers have employed. When a supplier sends data to its VAN for Safeway, that VAN will "dial and drop" the data to Safeway's direct-dial port. Likewise, when Safeway has data for a supplier and that supplier has designated a VAN to use for its communications, Safeway will "dial and drop" the data to the designated VAN. Since Safeway does not employ a VAN, some VANs will charge the supplier a premium for handling the Safeway data.

As an alternative to this premium, Safeway offers direct-dial communications to each of its suppliers, thus saving them the cost of using a VAN to communicate with us. For details on how to dial direct with Safeway, visit www.safeway.com/suppliers/edi and check our "Direct Dial to Safeway" document.

How to get started with EDI to Safeway

If you already have EDI capability, then you need only to establish a "trading partnership" with Safeway and start testing. If you do not have EDI capability in your present systems, you may wish to contact one of [several companies](#) that currently help vendors connect with Safeway via EDI. These companies offer a variety of software and service solutions that are in use by current suppliers of Safeway.

We suggest that the first thing you do is to download the appropriate [Implementation Guide](#) for the transactions that you will be communicating to Safeway. In addition to that guide, you will need to download a [Trading Partner Information Page](#), which you should fill out completely and either email to ecredi@safeway.com or FAX back to Safeway's EDS Department at 925-520-8061.

When the EDS analyst receives the completed Trading Partner Information Page, you will be provided with a list of item codes that are currently on file with Safeway for your company. Upon receiving the list of item UPCs, you should verify that the list is accurate and have Safeway correct any errors before exchanging purchase orders and invoices based on these codes.

Receiving Purchase Orders

Once you have set Safeway up as a trading partner in your system and Safeway has done the same for your company, you can request that a test purchase order be sent to confirm that the communication path is functioning. Alternatively, we can set the system indicators to provide parallel purchase orders to you in both EDI and FAX.

Safeway will send EDI purchase orders directly to our suppliers. It is the responsibility of the supplier to provide a copy of Safeway's purchase order to its broker or other sales offices. Inquire with your VAN to see if they provide carbon copy services.

You should also return a Functional Acknowledgment to Safeway to confirm each transaction. Safeway requires that Functional Acknowledgments be returned for each transaction that it sends to you. The terms and conditions applicable to EDI purchase orders are the same as those applicable to hardcopy purchase orders, and are spelled out in Safeway [Form 1060](#) (which supersedes [Form 662](#)).

Sending Invoices

Once you have set Safeway up as a trading partner in your system and Safeway has done the same for your company, you can begin sending test invoices. These invoices should be based on live purchase orders that Safeway has sent to you in the past: we ask for invoices against live purchase orders so that we can review key elements that must match purchase order values. The EDS analyst will review these test invoices for completeness and accuracy and will provide feedback, as necessary. Once you have sent a good invoice for each of the Safeway distribution centers that you ship to, the EDS analyst will pass you to Accounts Payable in a parallel mode. At this stage you should send all of your live invoices, both EDI and hardcopy. After Accounts Payable has compared the hardcopy with the EDI invoices for a period of time, they will notify you to stop sending the hard copy and they will then pay only off EDI invoices. **The trading partner must accept and acknowledge the 824 Application Advice transactions in order for that trading partner to be moved to production under EDI.**

Application Advice

When live invoices are sent in to Safeway and they contain data content errors, an Application Advice transaction (824) will be sent to the trading partner. This Application Advice will contain an error message describing the data error that has occurred. Safeway expects you to provide a Functional Acknowledgment for each Application Advice that is sent. You should also correct the data error and re-send the corrected invoice.

Safeway supports the following EDI transactions in UCS, VICS and X12 standards, versions 004010 and 004030:

Common Outbound Transactions includes:

- Purchase Orders (875, 850)
- Invoice Rejection Notification (824)
- Product Activity Data (852)
- Delivery/Return Base Record for DSD (894)
- Payment Order/Remittance Advice and Application Control Totals (820, 831)
- Functional Acknowledgment (997)

Common Inbound Transactions includes:

- Invoices (880, 810)
- Product Acknowledgment (855)
- Delivery/Return Acknowledgment or Adjustment for DSD (895)
- Functional Acknowledgment (997)

Safeway is committed to optimizing its use of rapidly advancing technology to address the ever-changing challenges of the retail industry. With EDI in full production, we are exploring, in collaboration with our suppliers, several additional mediums for business communications. We are currently testing several platforms for future feasibility.

Other Technology Initiatives at Safeway

EDINT – AS2

In May 2002, the Uniform Code Council (“UCC”) adopted a draft standard to use EDIINT as a primary means of communicating EDI data as well as XML data between trading partners. This standard is intended to replace the current Bisync protocol scheduled to be phased out by many software providers. EDIINT is a recent standard that defines secure EDI and XML data over Internet developed by the IETF standards group. Under that standard are two methods of transporting the data known as AS1 and AS2. AS1 utilizes email attachments to send EDI data. AS2 defines the protocol for sending EDI, XML and binary data via secure HTTPS. EDIINT also provides for secure digital signatures to be exchanged to insure non-repudiation in the exchange of messages. Safeway is currently considering the installation of this technology.

Scanned Base Trading (“SBT”)

Scan-Based Trading is a new vision of Direct Store Delivery for retailers. It is a process where the alignment of supply and demand is at the point-of-sale (“POS”). By using daily POS data to pay for products, and electronic communication technology and new store-level operating practices to eliminate backdoor check-in, Scan Based Trading offers the possibility of delivering efficiencies and driving costs down for many SBT partners.

Country of Origin Labeling Law (“COOL”)

The Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) amended the Agricultural Marketing Act of 1946 to require the Department of Agriculture's Agricultural Marketing Service (AMS) to issue country of origin labeling guidelines for mandatory compliance by September 30, 2004 for beef (including veal), lamb, pork, fish, perishable agricultural commodities and peanuts. Reference web site information: <http://www.ams.usda.gov/cool/>
http://fmi.org/gr/Country_of_Origin.html



ELECTRONIC DATA SERVICES DEPARTMENT

Department Contact Information

- **Mailing Address**

SAFeway INC.
Electronic Data Services Department
4410 Rosewood Drive
Pleasanton, CA 94588-3492

- **General Information**

- ♦ EDS Department Hotline: 925-467-3197
- ♦ EDS Fax Line: 925-520-8061
- ♦ EDS Department E-Mail: ecredi@safeway.com
- ♦ Safeway EDS web site: www.safeway.com, click on [Suppliers](#) and then [EDI](#).

- **Safeway EDS Contacts**

Director, Electronic Data	Susan Moore	(925) 520 - 8357
Manager, Electronic Data Services Operations	Bill Kaighn	(925) 520 - 8259
EDS Analyst Vendor Alpha A - C	John Sturm	(925) 520 - 8373
EDS Analyst Vendor Alpha D - K	Ben Yee	(925) 520 - 8430
EDS Analyst Vendor Alpha L - P	Carrie Hargraves	(925) 520 - 8372
EDS Analyst Vendor Alpha Q - Z	Stephen Strand	(925) 520 - 8517
Manager, Data Synchronization	Robert Gledhill	(925) 520 - 8252
EDS Coordinator, Data Synchronization	Juliet Luther	(925) 520 - 8495
EDS Coordinator, eBusiness	Jim Marr	(925) 520 - 8255
Manager, Electronic Data	Frances Park	(925) 520 - 8370
EDS Coordinator, Electronic Data	Maria Groezinger	(925) 520 - 8459

CURRENT SUPPLIERS: An On-going Successful Business Partnership

This section provides information for Safeway's existing suppliers concerning UPC requirements, new item approval, product samples, notice of promotion allowance, item changes, cost changes, product recall/withdrawal and reclamation policies, notification of changes and accounts payable.

Renewing COI & Broad Form Vendor's Endorsement (ISO CG 2015)

Suppliers are expected to maintain a current copy of the Certificate of Liability Insurance ("COI") and Broad Form Vendor's Endorsement (ISO CG 2015) on file with Safeway's Risk Management Department. These can be mailed to Safeway at the following address:

Safeway Inc.
ATTN: Risk Management
5918 Stoneridge Mall Road
Pleasanton, CA 94588

Safeway will continuously monitor compliance with its insurance requirements as specified in the CCG, Section XV, Paragraph A. Failure to meet those requirements will result in serious consequences to our business relationship, including, at Safeway's sole discretion, discontinuation of purchase orders, discontinuation of warehouse receiving, and potentially, termination of our relationship.

Item Information – Universal Product Code ("UPC")

Accurate item information is critical for Safeway to service its customers efficiently and to manage inventory, delivery, sales, billing and financial reporting effectively. It is essential that suppliers possess a unique Universal Product Code ("UPC") for each item, understand the bar coding process, and be compliant with set standards. Contact the Uniform Code Council ("UCC") at 937-435-3870 or visit www.uc-council.org for information and guidelines.

Notification of changes in a timely manner is imperative. All product changes must comply with UCC guidelines.

Some of the most common problem areas identified at Safeway include:

- Supplier using the same UPC case code when product has changed.
- Supplier changing the UPC number without notifying Safeway.
- Pack size or carton quantity being changed without notification.
- Barcode of poor quality that will not scan.
- No UPC on merchandise that has a UPC assigned to it.

To avoid such issues, review the following Safeway's requirements for new item setup and notifications of changes.

Introducing New Item for Approval

Call or write to these Safeway locations noted below and you will be directed to the appropriate Manager of National Categories for the specific product(s) you wish to present.

Safeway Inc. Corporate Office 5918 Stoneridge Mall Road Pleasanton, CA 94588 Telephone # : (925) 467-3000	Safeway Inc. Sales & Marketing Business Office 4410 Rosewood Drive Pleasanton, CA 94588 Telephone # : (925) 520-8000
Perishables (Meat/Seafood, Produce, Floral, Bakery, Deli/Foodservice, Fuel)	Non-Perishables, Central Procurement

New items are reviewed and approved by Safeway's MNC. If there is an interest, the MNC will contact your company to arrange a meeting to further discuss opportunities.

Please bring the following information to your meeting with the MNC. This meeting suggests that Safeway has chosen to review your new item but does not guarantee its acceptance.

1. Completed New Item Presentation Form(s) ("NIPF") [\[Appendix 2.1\]](#), that includes cost.
2. Completed Notice(s) of Promotion Allowance Form ("NOPA") [\[Appendix 4.1\]](#) if applicable.
3. Placement Allowances and Promotion Allowances must be on separate NOPAs.
4. Product samples – see below for instructions and information.
5. Be prepared to discuss the following topics at the interview:
 - Key features and benefits of the product.
 - Marketing, advertising and promotion plans for your product(s).
 - IRI/Nielsen market data where available and applicable.
 - Target customers for your product.
 - Recommended product placement in schematic.
 - Sales history of your product and where it is sold today.
 - Projected sales and profits

Once the MNC has decided to accept or reject the new item, you will be notified by phone, e-mail or fax.

Note: Sample forms are located at the last page of this guide; please refer to appropriate Appendix number. Safeway forms are proprietary documents and must not be altered. Visit www.safeway.com to download current versions of these forms and to obtain the most current policies and procedures.

Direct Store Delivery Authorization (NIPF Part III)

Suppliers who will be delivering product directly to Safeway retail stores must complete the DSD Authorization Worksheet ("NIPF Part III") [\[Appendix 2.4\]](#) when they complete a New Item Presentation Form ("NIPF Part I") [\[Appendix 2.1\]](#). A new form must be submitted to the MNC for each item. Completing this worksheet helps to maintain data integrity and helps to ensure proper payment. Please be sure to use the instructions and sample forms that are included with the downloadable file.

Product Samples

This section outlines the requirements for product samples when introducing a new item to Safeway.

When introducing a new product, suppliers will be required to present two (2) samples of each item at the interview and to send one sample of each item to Gladson Interactive, provider of digital product images and product label content for space management and e-commerce.

- If the product is too large, bring a detailed written product description that includes the specifications and illustrations and photographs that include a picture of the package scan bar area (including all numbers related to the scan bar) and other literature related to your product.
- It is essential that your product possess a unique UPC code and scannable bar code. The MNC for perishable items will provide you with additional instructions with respect to those products.
- For restricted products, pictures and illustrations will be requested in lieu of actual sample merchandise. The MNC for these products will provide additional information and requirements.
- Effective May 26, 2003, all suppliers will be required to send one product sample of each item to Gladson Interactive. In order for Safeway to ensure compliance with this procedure, we will request a hard copy of the eNotify (an electronic notification) from Gladson once your sample has been received with your new item presentation. Read [\[Appendix 11\]](#) for instructions and procedures.

Item Changes

Safeway strives to maintain the highest standards of database integrity while providing superior service to our customers. To avoid potential ordering, service and inventory issues, item changes **must be communicated immediately** to the appropriate Safeway official.

Item Change Type	Requires New Item Set-Up?	Safeway Contact
Consumer Unit UPC Change	Yes	Manager of National Categories
Product Description Change (i.e. flavor)	Yes	Manager of National Categories
Case Configuration Change (pack or inner pack)	Yes	Manager of National Categories
Product Size Change	Yes	Manager of National Categories
Case UPC* (non-uniform across distribution network)	Yes	Manager of National Categories
Case Weight Change	No	Procurement Specialist
Case Cube Change	No	Procurement Specialist
Pallet Ti/Hi Change	No	Procurement Specialist
Case UPC* (uniform across entire distribution network)	No	Procurement Specialist
Consumer UPC initially set up incorrectly (i.e. numbers are transposed)	No	Procurement Specialist

**Because the case UPC is critical to proper PO and Invoice transmission as well as warehouse receiving, the new item set-up process must be completed for any and all changes that will not be uniformly received across all of Safeway's distribution network.*

Items for the MNC will be treated as "new items." Supplier is required to fill out Safeway's New Item Presentation Form ("NIPF Part I") [\[Appendix 2.1\]](#), and to follow the requirements detailed under section "[Introducing New Item for Approval](#)" in this guide, for each such item.

Listed below are some frequent "item" problem areas identified at Safeway that should be avoided at all times:

- ♦ Supplier uses the same UPC case code when product has changed.
- ♦ Supplier has changed the UPC number without notifying Safeway.
- ♦ Pack size or carton quantity is changed without notification.
- ♦ Barcode is of poor quality and will not scan.
- ♦ No UPC appears on merchandise that has a UPC assigned to it.

Important Note: All product changes must comply with UCC guidelines.

Cost Changes

Safeway expects a 30-day minimum advance notice for all cost changes. Safeway reserves the right to require price protection for all price reductions.

- Obtain and complete Cost Change Form [\[Appendix 3\]](#) and submit to the Manager of National Categories for approval.

Discontinuation of Item

This section is scheduled for release June 16, 2003.

Notice of Promotion Allowance – NOPA (Warehouse/DSD)

Safeway strives to maintain long planning horizons. Notice regarding allowances and trade funds should be communicated to the appropriate MNC as soon as such information becomes available, as follows:

- Obtain and complete Notice of Promotion Allowance Form ("NOPA") and submit to Manager of National Categories.
- See [\[Appendix 4.1\]](#) for sample form. Visit www.safeway.com to download form.
- See [\[Appendix 4.2\]](#) for NOPA completion instructions.
- 'Best Practice Billing Letter' to follow.

Safeway's Policy on Store "Test"

Suppliers may, on occasion, be permitted by Safeway to conduct marketing tests within our stores. Such testing is subject to the following rules and procedures:

1. The manufacturer's "Safeway specific" representative must complete a "Request for Category Test" form [\[Appendix 12\]](#) (the "Test Request") and return that form at least sixty days before commencement of the proposed test.
2. If the proposed test meets Safeway's requirements* and is otherwise acceptable to Safeway, the Test Request will be forwarded to the appropriate Safeway officials for their approval.
3. At any point in this process, Safeway may request modification, including expansion or limitation, of the proposed test, or may condition approval of the proposed test upon such modification.
4. If the proposed test is approved by Safeway, the VP of SCOP will set up the implementation and tracking of the proposed test with supplier's representative.
5. At the conclusion of the test, a determination will be made by Safeway, in the exercise of its sole discretion, as to the implications of test results for Safeway's business processes, and whether such results indicate that the product(s) tested represents a business opportunity that Safeway should pursue.

***Company Requirement:**

All category tests that are "externally" generated must provide some defined significant value to Safeway or to the categories for which they apply.

Safeway Category Optimization Process (SCOP) Contact:

Vice President, SCOP Merchandising Systems & Strategies	Carolyn Cozad	(925) 520-8273
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Product Recall or Withdrawal

Please review our CCG, Section IX, for our policy regarding Product Recall or Withdrawal.

Effective June 1, 2003, Safeway will establish a point of contact for vendors to use when it becomes necessary to recall or withdraw a product from the market. To report all recalls or withdrawals, please e-mail or phone the Product Defect hotline:

Phone - (602) 863-5860

E-mail - ProductDefect.US@Safeway.com

Your product action information must include:

1. Type of action -withdrawal or recall with classification
2. Manufacturer's name
3. Product name as it appears on the consumer package
4. Package size
5. UPC#
6. Code(s) or date(s) and location on package
7. Reason for the withdrawal/recall
8. Where the product was distributed within Safeway companies (if known)
9. Action to be taken (there are only two options):
 - ♦ Destroy at store level or
 - ♦ Hold for vendor pick-up

Corporate Reclamation Policy

Safeway's unsaleables policy is derived from the 1990 GMA/FMI document, "Joint Industry Report on Product Reclamation Centers." We endorse the voluntary guidelines contained in the report and have incorporated them as the foundation of our own policy.

Our invoice format and internal policy acknowledges our goals:

To provide products of the highest quality and present a quality "finished goods" image on the shelf to the consumer.

To develop and maintain a system designed to reinforce ongoing efforts toward reduction of retailer-responsible damage every time an item is touched.

To utilize the most efficient, low-cost reclaim centers possible.

To bill for damage within the guidelines of the current agreement between Safeway and manufacturer, reflecting actual costs. Our intent is not to generate a bottom-line profit on unsaleable product.

To continue an ongoing working relationship with manufacturers and review industry best practices, taking advantage of available unsaleable reduction opportunities.

Safeway abides by the presumptive allocation of responsibility for product damage described in the Joint Industry Report. In addition, we engage in ongoing efforts to reduce retailer-responsible damage. Our efforts have dramatically reduced our reclamation center costs. Because we seek to recover reasonable offsets for these expenses, our invoices incorporate our actual costs.

We follow the Joint Industry Report's method for identifying the three main components of cost for which a distributor of goods is entitled to fair reimbursement. These components are pre-damage direct costs, post-damage handling costs, and reclamation center processing costs.

Pre-damage costs are those costs we incur from the point Safeway receives the product to the time it reaches the store. Such costs include warehouse handling and storage, transportation to the store, and shelf stocking. We will consider manufacturer-supplied values if such values are reasonable. Otherwise, we incorporate a figure for each item based upon a DPP or ABC model.

Post-damage costs are those expenses to remove the unsaleable goods from the shelf and transport them to the reclamation facility. The average value derived by the Joint Industry Report study, 11.1 cents, is utilized.

Reclamation center costs are those actual expenses we incur to have an unsaleables receiving/sorting/disposition facility operated for us. We use our actual per-item expense, as paid to the reclamation center operator during each accounting period, to derive this figure. For our centers in the continental U.S., this value ranges from 11.5 to 12.5 cents per item. The following disposition fees are then added to the base reclamation center cost-per-item fee, as appropriate:

Retailer Option	\$0.01	
Donate	\$0.03	
Dispose	\$0.06	
Sort / Hold	\$0.10	
3rd party On-site Review	N/A	(competitive PRC Company)

Safeway strongly encourages manufacturers to be directly involved with examining product returned to the centers. We find that manufacturers reap the greatest rewards when they inspect product first hand.

Payments to Safeway under this policy are collected via deduction from invoice, at Safeway's sole option. We do not offer payment via draft as an option.

While it is not practical for us to identify product for special handling, each Division will designate the timing of its regularly scheduled damaged product pick-ups.

If you have further questions, please contact Allen Hamer at (925) 520-8124.

Please complete Reclamation Disposition Agreement [\[Appendix 10\]](#).

NOTIFICATION OF SUPPLIER CHANGES

Merger, Acquisition and Divestiture of Product

Procedure

Safeway requires 60 days advance notice if there are changes to supplier corporate name, address, broker, representative or legal structure changes (such as company mergers, company acquisition, bankruptcy, or discontinuance of operations).

These changes must be communicated to Safeway in writing on vendor's company letterhead and must be signed by a senior officer of your company. The letter must contain the following information and must be mailed to the address set forth below:

- Your Company Name and Tax ID or DUNS number
- Old Company Name and New Company Name
- Old Company Address and New Company Address
- Change to Remit-To Address
- Statement of What is Transpiring and When

Important Note:

- No changes can be made in Safeway's system until written notification is received.
- Failure to provide the required written notification will result in delayed payment.

Written notification of changes of this nature, along with a completed copy of the Safeway Merger, Acquisition and Divestiture of Product Form [\[Appendix 9\]](#) must be mailed to:

Safeway Inc.
Marketing Business Process
Integration & Database Standards Department
4410 Rosewood Drive
Pleasanton, CA 94588

If there is a change in ownership and the new owner is not an approved Safeway supplier, your company will be treated as a new supplier. You will therefore be required to complete the new vendor and item set-up process, as previously set forth, to gain "approved vendor" status.

Refer to "[How to Become a New Safeway Supplier](#)" in this guide for instructions. The Continuing Commodity Guaranty and Indemnity Agreement ("CCG"), Certificate of Liability Insurance ("COI") and Broad Form Vendor's Endorsement (ISO Form CG 2015) are mandatory for a new supplier to be set up. These documents must be presented to the MNC at or before the time of appointment. The CCG must have an "original" signature; copies will not be accepted.

NATIONAL ACCOUNTING SERVICE CENTER (NASC)

Warehouse Accounts Payable

Invoice Requirements

Warehouse Accounts Payable handles invoice payment. EDI 810/880 Invoice transactions are the preferred process for invoicing.

To ensure prompt payment of your invoices, you should comply with the following rules:

1. Multiple warehouse deliveries may not be combined on one purchase order.
2. Multiple purchase orders may not be combined on a single invoice.
3. Items with extended terms must be invoiced separately.
4. Supplier should not invoice prior to delivery.
5. Supplier may invoice only for the product(s) actually shipped.
6. All packaged goods are required to have valid UPCs on the invoice.

Payment Policies

Payment Due Date Calculation

The invoice due date will be calculated based on the Receipt of Goods or the Invoice Date (which ever is later) and based upon the most favorable of the purchase order or the invoice terms. Safeway will not send checks via overnight services.

Cash Discount Calculations

Safeway will calculate the cash discount on the invoice's gross value of merchandise prior to discounts and allowances.

Shipping Discrepancies

Invoice deductions will be taken for quantity variances caused by shipment/picking error, shortages, and damaged merchandise. Such deductions will be taken for shortages and damages discovered at the time of warehouse receipt and for shortages and damages discovered later in the receiving process, as may occur in the event of backhauls and drop-trailer programs where inspection is not feasible or permitted at the time of receipt.

Other Deductions

Safeway reserves the right to deduct from outstanding supplier payables for allowances, bill backs, returns, post audits, coupon redemption bill backs, and other receivables. Safeway also reserves the right to demand payment by check on balances past due.

“Remit-To” Address Changes

“Remit To” address changes must be communicated in writing with a copy of supplier's invoice reflecting the new “remit to” address. No changes can be made to Safeway's data file until written notification has been received. Failure to provide this information may result in delayed payments.

If ownership of your company changes and the new owner is not an approved Safeway supplier, your company will be treated as a new supplier. This means that your company will be required to complete the new vendor and item set-up process, and obtain Safeway approval, to retain its “approved-supplier” status. Please refer to the section entitled “[How to Become a New Safeway Supplier](#)” in this guide for instructions.

The Continuing Commodity Guaranty and Indemnity Agreement (“CCG”), Certificate of Liability Insurance (“COI”) and Broad Form Vendor’s Endorsement (ISO Form CG 2015) are mandatory for new suppliers. These documents must be presented to the MNC at the time of the appointment. The CCG should have the “original” signature; copies will not be accepted.

Important Note: Delay in providing the required documentation for new vendors may cause payments to be delayed.

Supplier Inquiries and Correspondence

Supplier inquiries regarding Accounts Payable transactions, balances, and discrepancies should be directed to the Warehouse Payables Department. Several Accounts Payable coordinators are available to address supplier inquiries and concerns.

Suppliers may submit inquiries in writing to the Warehouse Accounts Payable Department. Please include any supporting documents in your correspondence and allow 2-4 weeks for response. Telephone and facsimile (FAX) inquiries will be placed with the written inquiries in the order received. In fairness to our suppliers, FAX inquiries will not be processed ahead of written and/or telephone inquiries received on the same day.

Supplier correspondence on open invoices should be initiated within six months of the initial invoice date and should reference the relevant invoice(s) by number.

Safeway Accounts Payable Contacts

Warehouse Accounts Payable

Mail:

Safeway Inc.
Mail Stop 9090
PO Box 29071
Phoenix, AZ 85038-9071

Fax:

(623) 869-6142

Phone:

Please call (623) 869-6100 and the operator will connect you with the appropriate party within Warehouse Accounts Payable Department.

DSD Accounts Payable

Mail:

Safeway Inc.
PO Box 29083
Phoenix, AZ 85038-9083

Fax:

(623) 869-6143

Phone:

Please call (623) 869-6100 and the operator will connect you with the appropriate party within Warehouse Accounts Payable Department.

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GENERAL INFORMATION (NEW VENDORS ONLY)

Complete this area only if this is the first time Safeway is establishing business transactions with your company.

SAFEWAY'S USE ONLY

NOTE: When changes are made to any of these areas that will affect the method in which Safeway purchases merchandise, please advise us by letter, or vendor/broker fact sheets.

Direct Delivery Vendors:

Catalog Distributor	Yes	No
Drop Shipment	Yes	No
Product Line	Yes	No

VENDOR (Please Print)

Company Name
 Address
 City/State: Zip
 Telephone:
 Fax Number
 Customer Service / Toll Free: (800)
 Contact Name
 Title

1 Cash terms % days, Net _____
 2 Swell allowance %
 3 Trade discount % per case or other
 4 Quantity discount Yes No If yes, provide quantity breakpoints
 5 Minimum order quantity Maximum order quantity
 Order in units of (X one) Cases Lbs. \$ Cube ft. Pallets Other
 6 Shipped via (X) If Buyer's truck complete #7 and #8
 Truck Rail Buyer's truck
 7 Freight allowance \$ per minimum quantity
 8 Pick up address

BROKER (Please Print)

Company Name
 Address
 City/State: Zip:
 Telephone:
 Fax Number:
 Customer Service / Toll Free: (800)
 Contact Name:
 Title:

9 Price protection terms? Yes No
 Store stocks Warehouse Invoice
 10 Shipping terms (X) one
 A. FOB Origin-Freight Collect-Origin-Collect
 B. FOB Origin-Freight Prepaid-Origin Prepaid
 C. FOB Origin-Prepaid-Charge Back Origin-Prepaid Chg
 D. FOB Destination-Freight Collect-Destination-Collect
 E. FOB Destination-Freight Prepaid-Destination-Prepaid
 F. FOB Destination-Collect/Allowed-Destination-Collect-Alw
 11 Shipping point City/State Zip code
 12 First Ship Date
 13 Leadtime for delivery to buyer's warehouse _____ working days. (Include P.O. mail time)
 14 Pallet/Slip sheet information (X) Box that applies
 A. Merchandise is shipped on slip sheets
 B. Merchandise is shipped on 4 way GMA hardwood pallets
 C. Pallet exchange is available
 D. Merchandise is floorloaded

Invoiced by: Vendor Broker

* Vendor/Item cannot be set up without these two forms on file with Safeway.

CCG Continuing Commodity Guarantee
 POI Proof of Insurance

** Information Resources Inc
 Attn: National Product Library
 150 North Clinton Street
 Chicago, IL 60661-1416

15 Is Vendor EDI, DEX, or NEX capable? EDI DEX NEX N/A
 If so, please provide:
 EDI/DEX contact name
 EDI/DEX contact phone

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1. Vendor Information-Required

Vendor Name:

Parent Corporate Vendor Name or Subsidiary of the Corporate Vendor.

Corporate Vendor Number:

6 digit Corporate Vendor Number that is issued by Safeway Database Standards upon initial setup of the Vendor into the database.

Ships with existing item upc:

UPC of similar item that Safeway purchases from vendor within same product line

Vendor Contact:

Name of main Account Representative for Safeway

Vendor Phone Number:

Phone Number of main Account Representative for Safeway

Vendor Email Address:

Email Address of main Account Representative for Safeway

Broker Contact:

If Vendor uses Broker, list main Broker Contact Name

Broker Phone Number:

If Vendor uses Broker, list main Broker Phone Number for Contact Information

2. Vendor Policy and Terms of Sale-Required

All Terms and Conditions must be read through and indicated appropriately for New Item Setup

A. Spoiled/Damaged merchandise:

Indicate which method should be used for reclamation of Product

B. Is the Item Code Dated:

If yes, fill yes in first box then list number of days the item is code dated for

C. Does manufacturer have Proof of Insurance on file with Safeway?

Please indicate Y for Yes, N for No. If no is indicated the new item cannot be setup until valid POI has been submitted to the Manager of National Category

D. The Vendor has acknowledge the terms and conditions of the Safeway Continuing Commodity Guarantee form

E. The vendor agrees to pick up unsold product as the conditions state on the New Item Form if “Y” is marked in the box

F. The vendor must follow the guidelines for hazardous materials, and how the product will be shipped

G. Please indicate that all vendor's customers have been provided with the same information for cost of the new product

H. A sample must be provided to the Manager of National Categories for scan verification

I. Does this item fall under the regulations set forth by the Federal Farm Bill of 2002, for labeling of items would fall under the regulations of this Bill

J. Please ensure that an image of the item has been sent Gladson Interactive

K. If product has not been sent yet to Gladson, please make sure that the image has been sent to Gladson prior to the first ship of the product

L. Any extended terms being offered on the product

M. Will a placement allowance be offered with the new product

N. If new Item is considered a line extension all NOPA's must be submitted with the line extension item

O. If an item is discontinued at a future date, the Vendor will support the discontinuation of the item with a scan allowance

P. The Vendor agrees to all the terms and conditions as stated through letters A-O. This must be signed and dated on every New Item Form.

3. Distribution Type-Required

Warehouse Item: Will this item be carried through Safeway Distribution Centers

DSD Item: Will the Manufacturer or Distributor of product deliver this new item directly to Safeway Stores for the Manufacturer.

*If New Item will be carried as both DSD and Warehouse, 2 New Item Forms will be needed

4. Reason for Presentation-Required

New Item: This item is currently not carried in Safeway, or particular Safeway Divisions

Pack Change Item: If the Master Case Pack is changing count. List current Safeway Corporate Item Code

Bonus Pack Item: If Safeway currently carries item, but item is going to be listed by manufacturer as Bonus Pack. List openstock Corporate Item Code

One Time Buy: If item will be treated as an in and out program which there will only be one purchase of the New Item

Expense Item: This item will not be treated as a resale item

Reinstated Item: If item was carried in Safeway database, but has been discontinued in one or more Safeway Divisions

DSP Item (Display Item). This is an item that has multiple UPC's associated with the item. If New item is indicated as a DSP, the DSP page must be attached to the NIP

Corporate Brands Item: If item is a Private Label Item, check this box

Random Weight Item: If item will be purchased by variable weight factors

If Applicable:

UPC Change: Only list UPC change if manufacturer portion of UPC is changing in the UPC field when pack, size, conversion factor, and vendor order code are remaining constant

Vendor Change: Only if Vendor is changing but nothing else about the item is changing

5.Pack Configuration-Required

Number of Consumer Units in Master Case

Are there any reshippable inner packs within the master case Y/N

If yes, how many inner packs are in the master case?

If yes, how many consumer units are there in one inner pack

Example:

Master Case has 24 consumer units within the Master Case

Y for yes that there are reshippable inner packs within the master case

There are 4 reshippable inner packs within the master case

There are 6 consumer units within each inner pack

*DSD Items: In Master Case field list the Receivable Unit Pack that the item will be received by the Inventory Control Clerk at the Safeway back door. The preferred method for receiving DSD for Safeway should be in the configuration of 1.

6.Additional Item Information: Vendor-Required

CRV (California Redemption Value): Does New Item fall under CRV rules and regulations?

Pre-Priced Item: Is New Item Pre-Priced and Stickered for retail at a certain point.

Tray Size: Industry Standard for Tray Sizes for Non-Packaged Meat and Deli Type Items

Line Exertion UPC: If New Item is part of an existing line of items, but an extension to that line, indicate existing upc from that line.

Item in Glass Container: Is the New Item contained in glass?

Bottle Deposit: Does item fall under any other federal, state, or county regulations for redemption values

Controlled Substance: Does product contain any federally controlled substances listed by the DEA or FDA

7.UPC information-Required

Country Code: a one digit number at the beginning of the UPC

Number System: a one digit number at the beginning of the UPC.

Manufacturer UPC: 5 digit portion of UPC after the Country Code and Number System.

This portion of the UPC is the indicator as to the manufacturer

Consumer UPC: Last 5 digits of UPC that follow the manufacturer portion of the UPC

Case UPC: UPC of the item on the case of the product that is listed on the outside of the manufacturer case

8.Additional UPC Information Vendor-Required: Fill in only when appropriate

Multi-pack UPC: if item is going to be sold to the consumer in two different selling configurations, list the secondary UPC that will be sold to the consumer

Zero Suppress UPC: If UPC is listed on Product as only a 6 digit UPC

System 2 UPC: Mainly used for Perishable Random Weight items

Family Code:

Industry PLU: Standard Industry PLU for an item.

9.Consumer Product Dimensions-Required:

Height of Product, in Inches

Width of Product, in Inches

Depth of Product, in Inches

Product Size/ Net Weight as it is listed on the Product. Example: 15 oz, for a box of Cereal, 1 QT for Milk, 12 FZ for a Can of Soda

10. Warehouse/Order Information-Required

Vendor Product Code: Code Manufacturer uses for the New Item
Case Weight: Weight of Master Case
Case Cube: Cube of Master Case
First Ship Date: Date that the product will be available to start shipping to Safeway
Cost of New Item: Fill in this field only if the cost will be the same across all Safeway
Distribution Centers

11. Freight Information

Order Weighting Factor: Is the freight charge or allowance by the case, weight, or other factor
Freight Charge CWT/CS: If a freight charge is going to be applied to the new item, will it be by the weight or by the case, and what will the amount be
Freight Allowance CWT/CS: If a freight allowance is going to be applied to the new item, will it be by the weight or by the case and what will the amount be

12. Date of Presentation-Required

The date that the New Item Form is submitted to the MNC

13. Complete Item Description-Required

The full item description, as it is shown on the actual consumer package

14. Divisions that the New Item is being presented for-Required

Please specify to the MNC the divisions that the New Item is being presented for. If it is being presented for all divisions, please write all.

15. Additional Vendor Comments

Any other comments that the Vendor might have about the new item

16. Is the Item WIC authorized-Required

Please list the states that the item is WIC eligible in. Do not list Safeway divisions in this field. WIC authorization is determined by state

17.DD Ven (Direct Delivery Vendor)

Lead Vendor for each division for a Direct Delivery Item

18.Ti x Hi-Required for Warehouse

This is the pallet configuration of the new item by each Safeway Distribution Center

19. Cost --Required

List Cost Per Each Distribution Center that the new item will be shipping into

20. Tare

A tare value will be assigned for Pre-Packaged (ex. Ham) good. The vendor will denote on the NIP by division.

**NEW ITEM PRESENTATION FORM
PART 2 - FOR DISPLAYS & SHIPPERS**

Instructions to Vendor: Please use this form when presenting a new display or shipper to Safeway.
This will expedite the setup and prevent any unnecessary telephone calls.
If you need additional space to list more UPCs, please attach additional forms.

Display/Shipper Description: _____

Vendor's Display/Shipper ID: _____

DISPLAY/SHIPPER CONTENTS

UPC's Within this display/shipper Please list scanning upc in numeric order Sys # Manuf # Consumer #	ITEM DESCRIPTION	SHELF UNITS		MEMO COST	RETAIL	OPEN STOCK ITEM		
		Number of shelf units for each UPC	Vendor list for the total units of each UPC			YES	NO	CORP CODE
1	_____	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
2	_____	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
3	_____	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
4	_____	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
5	_____	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
6	_____	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
7	_____	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
8	_____	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
9	_____	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
10	_____	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
11	_____	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
12	_____	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
13	_____	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
14	_____	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
15	_____	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____

This Page Total: UPCs _____

UNITS _____

Grand Total: UPCs _____

UNITS _____

Safeway's use only: Display/Shipper Corporate Code

Promotion Date

Instructions for Completing the DSD Authorization Worksheet

Division: Please complete one Authorization Worksheet per Division. Select the Division number and name from the drop down menu. For example, 0 5 – Denver.

CIC: Enter the CIC (Corporate Item Code) ONLY if a code already exists for this item.

UPC: Enter the full UPC of the new item. Be sure to include the system number, which is the leading digit. There should be 11 digits separated by dashes. For example, 0 -123 45-67 8 9 0 .

Receiving Pack: Enter the number of consumer/retail units in a delivered pack. For example, 1 per case. (The Safeway preferred receiving pack is 1.)

Size: Enter the size and unit of measure of the consumer/retail unit. For example, 1 Quart or 12 oz.

Description: Enter a description of the item. For example, Tyler's Choc LF Ice Cream.

Supplier: Enter the name of the company that supplies or manufactures the product. For example, Coca-Cola.

Contact: Enter the name of the individual that will serve as the key contact for the Supplier company.

Email: Enter the email address of the key contact.

Phone: Enter the phone number of the key contact, including the area code and extension if applicable.

Vendor Number & Sub Account: Enter the 6 digit corporate vendor number and 3 digit sub-account (outlet number) that represents the distributor who will be delivering and billing the product to the retail stores.

Vendor Name: Enter the name of the distributor that delivers and bills the product to the retail stores.

Cost Area: Enter the cost area(s) that are set up for the listed distributor. A distributor will have multiple cost areas if they charge a different cost to certain stores.

Vendor List Cost: Enter the everyday cost of the receiving unit before any off-invoice allowances for the listed cost area.

Store Authorization: List only the stores that will be authorized for this item. List the stores for each distributor and each cost area on a separate line. If it is more efficient, you can list only the exception stores such as All Portland Stores Except 0 0 9 1, 0 40 0 and 10 7 2.

Begin Auth Date: Enter the date that the product will be authorized for the distributor to deliver to the stores. When a date is entered, a ' B' will appear in front of the date to indicate it is a ' Begin' date.

End Auth Date: Enter the date that the authorization will end for the distributor. When a date is entered, an ' E' will appear in front of the date to indicate it is an ' End' date.

Lead Vendor: Indicate which distributor will be billed for all performance based allowances (not including off-invoice allowances). If there is no single distributor that will be billed, select the one with the most store authorizations. (Select only one)

Terms: Enter the payment terms that apply to the listed Distributor for this item. This is especially important if the Distributor has multiple payment terms.

Notice of Promotion Allowances

1. New Revised Cancel 2. Overlapping with offer # _____ 3. Division Name _____

4. Choose only one set of the following dates:

Order Dates	/ /	to	/ /
Ship Dates	/ /	to	/ /
Arrival Dates	/ /	to	/ /

5. Vendor Offer Number (Max 8 Chars) _____

Safeway Use Only		
Whse#	Vendor#	Log#
Whse#	Vendor#	Log#
Whse#	Vendor#	Log#

Note: If this offer contains case allowances for the Seattle Div, the offer dates for the Alaska Distribution Center will be shifted 7 days earlier than noted to accommodate product transportation.

<p>6. Perf Date Range <u> / /</u> to <u> / /</u> <u>OR</u> Performance Name _____</p> <p>7. Flat Allowance Amt _____ 8. Flat Performance Code _____ or _____</p> <p>9. UPC System # _____</p> <p>10. UPC Manufacturer # _____</p>	<p>11. Billing Name: _____</p> <p>12. Billing Address: _____</p> <p>13. Contact Representative: _____</p> <p>14. Telephone: _____</p> <p>15. Contact Email Address: _____</p> <p>16. Contact Fax: _____</p>
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17. Safeway Corporate Item Code	UPC		20. Vendor Pack/Size	21. Brand & Product Description	22. Allow Type	23. Allow Amt	24. O/I D	25. Performance Code	22. Allow Type	23. Allow Amt	24. O/I D	25. Performance Code	26. Free Goods	
	18. Case Code	19. Consumer Code												
								or					or	with
								or					or	with
								or					or	with
								or					or	with
								or					or	with
								or					or	with
								or					or	with
								or					or	with

27. DSD Only: List all Cost Areas in which deal applies _____

28. Comments: _____

Safeway reserves the right to determine actual retail prices. Any comment regarding retail price will be deemed informational, and not a binding part of this agreement or contract.

<p>This agreement includes and incorporates all terms and conditions set forth on page two of the document form.</p> <p>Form No. A-211-11 A(Rev. 04/03)</p>	<p>29. Date Offer _____</p> <p>Signed _____</p> <p>31. MNC # _____</p>	<p>Mfg's Representative certifies this offer is being made to the trade on an equal and proportionate basis.</p> <p>30. Manufacturer Representative Signature _____</p> <p>32. Safeway Manager of Nat'l Categories Signature _____</p>
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<u>Performance Codes:</u>	<u>Definitions</u>	<u>Allowance Type</u>
01 Purchasing Allowance	Product listing and purchase required	C = Per Case
02 Truckload	The allowance will be based on truckload quantity purchases	T = Per Transaction
03 Contract	Contract allowance payment (must be defined in Comment Field)	A = Flat Amount
04 Placement	New item placement allowance	
05 Scan	Payment calculation method. The allowance will be based on the product(s) scanned at the stores. Any performance requirement must be noted by the use of an additional perf code.	
06 Ship	Payment calculation method. The allowance will be based on the product(s) shipped to the stores. Any performance requirement must be noted by the use of an additional perf code.	
08 Logistics Efficiency Allowance	Meets requirements of efficient logistics processing.	
10* Print	Required print on product(s) offered	
20* Paper Coupon	Requires Printed Paper Coupon on product(s) offered	
38 Electronic Discount	Payment calculated on electronic discount transactions (used at MNC direction only)	
60* Reduced Price	Requires a price reduction for product(s) offered	<u>O/I or D</u>
88* Ad or Display or Red Price	Requires ad, display, or reduced price for product(s) offered	B = Billback
A4* In-store Electronic Media	In-store Satellite Network, In-store television, or Point of Sale broadcast on product(s) offered. Specify required media in comment field.	I = Off Invoice
B1* EDLP-Continuous Price Red	Requires long term continuous price reduction	D = Deduction

* These codes are part of the UCS standard

- Backup material is available for review
- Placement Allowances are to offset cost incurred to setup item in retailers systems and ship to retail, but Safeway makes no commitment hereunder with respect to such setup and/or placement, including any expressed or implied guarantee of duration.

Deal Dates – Required. You may choose only one set of dates, Order, Ship, or Arrival. Safeway’s systems will calculate the other two sets of dates, based on information you have provided and transit time. Seasonal programs only may have a last order date in addition to a set of ship or arrival dates. If offer is presented for a new item not yet listed at Safeway and the order, ship, or arrival dates are not fixed for the trade, the duration of the offer must be communicated in the Comment section and the deal dates left blank. If an allowance is in support of item discontinuance, the dates should be left blank for that allowance and the notation “disc item” placed in the “Specific Performance Name” field.

- If Order Dates Entered** - Ship dates will be calculated as order date plus lead time minus transit time, and arrival dates will be calculated as order dates plus lead-time.
- If Ship Dates Entered** – Order dates will be calculated as ship date plus transit time minus lead-time, and arrival dates will be calculated as ship dates plus transit time.
- If Arrival Dates Entered** – Order dates will be calculated as arrival date minus lead-time, ship date will be calculated as arrival date minus transit time.
- DSD (Direct Store Delivery)** - All Order, Ship, and Arrival dates will be set to be equal. Vendor should set store arrival dates.

Note: If the offer contains case allowances for the Seattle Division, the offer dates for the Alaska Distribution Center will be shifted 7 days earlier than noted to accommodate product transportation

The NOPA shall not be binding on either party until it has been executed by an authorized representative of that party (which, in the case of Safeway, shall be its Manager of National Categories (“MNC”) or his or her designee), at which time it shall become the binding agreement of that party. Verbal agreements and form documents (other than the NOPA) that reflect additional requirements or other terms with respect to allowances contrary to the NOPA shall be given no effect. The subject matter of the NOPA shall be allowances and predicate performance only; any language added to the NOPA with respect to other subject matter shall be deemed superfluous and shall be given no effect. The NOPA sets forth terms under which Safeway may earn certain allowances; nothing in the NOPA or herein shall be deemed to be an undertaking on the part of Safeway to perform or to forbear any action whatsoever. The NOPA form may not be modified in any manner without the written consent of authorized representatives of both Vendor and Safeway.

VENDOR INSTRUCTIONS
NOTICE OF PROMOTION ALLOWANCE (NOPA)
(Form #A211-11)

When completing a NOPA form, ALL of the information at the top or header level applies to all of the items listed beneath it. A NOPA must be submitted for each Division to which the allowances are intended to apply. Any single NOPA should contain (i) only items that are to be provided by the same ship-from/ship-to vendor, or (ii) only items that are provided by the same DSD distributor with identical deal amounts for each cost area covered by the NOPA. A single NOPA should include only items that would be on the same warehouse purchase order.

Each NOPA submitted for a Safeway Division will be deemed an offer to provide the promotional allowances described therein to all warehouse distribution centers for that Division. As long as the vendor's product line is identical exactly the same across all distribution centers for that Division, a single NOPA shall be sufficient to cover all distribution centers in that Division.

To accommodate product transportation, a NOPA that includes case allowances for the Seattle Division with respect to product for the Alaska Distribution Center will apply to deliveries on and after the date seven days before the date noted on the NOPA.

The NOPA shall not be binding on either party until it has been executed by an authorized representative of that party (which, in the case of Safeway, shall be its Manager of National Categories ("MNC") or his or her designee), at which time it shall become the binding agreement of that party. Verbal agreements and form documents (other than the NOPA) that reflect additional requirements or other terms with respect to allowances contrary to the NOPA shall be given no effect. The subject matter of the NOPA shall be allowances and predicate performance only; any language added to the NOPA with respect to other subject matter shall be deemed superfluous and shall be given no effect. The NOPA sets forth terms under which Safeway may earn certain allowances; nothing in the NOPA or herein shall be deemed to be an undertaking on the part of Safeway to perform or to forbear any action whatsoever. The NOPA form may not be modified in any manner without the written consent of authorized representatives of both Vendor and Safeway. Any changes, including vendor list cost changes must be submitted on the appropriate Safeway change form. As used herein, the term "Safeway" shall be understood to refer to Safeway Inc. and/or any of its affiliates or subsidiaries, as appropriate.

HEADER INFORMATION:

1. NOPA Status - *Required*. New, Revised, or Cancel. Check one box only. Revisions should call out clearly, in the comment field, which fields or values are being changed. Make certain that the revised NOPA is identical to the original with only the revised fields being changed. All other information should be completed exactly as the original. The content of the changed and the date should be called out in the Comment Field (28).
2. Overlapping Offer Number – If this offer will be overlapping at any time with another offer, this field must be completed. Please list the offer number associated with the other allowance.
3. Division Name – *Required*. Indicate the Safeway Division for which this allowance is being offered. Valid values are Canada, Denver, Dominick's, Eastern, Genuardi's, Norcal, Phoenix, Portland, Seattle, Texas, Vons, CPS, and CPS East. Each Division must have a separate NOPA.
4. Deal Dates – *Required unless noted below*. You may choose only one set of dates; Order, Ship, or Arrival. Safeway's systems will calculate the other two sets of dates based on information you have provided and transit time. Seasonal programs only may have a last order date in addition to a set of ship or arrival dates. If an offer is presented for a new item not yet listed at Safeway and the order, ship, or arrival dates are not fixed for the trade, the duration of the offer must be communicated in the Comment section (field #28) and the deal dates left blank. If an allowance is in support of item discontinuance, the dates should be left blank for that allowance and the notation "disc item" noted in

the “Specific Performance Name” field. The following describes how Safeway calculates the multiple dates based on the single value you provide:

- a. **If Order Dates Entered** - Ship dates will be calculated as order date plus lead time minus transit time, and arrival dates will be calculated as order dates plus lead-time.
- b. **If Ship Dates Entered** – Order dates will be calculated as ship date plus transit time minus lead-time, and arrival dates will be calculated as ship dates plus transit time.
- c. **If Arrival Dates Entered** – Order dates will be calculated as arrival date minus lead-time, ship date will be calculated as arrival date minus transit time.
- d. **DSD (Direct Store Delivery)** - All order, ship, and arrival dates will be set to be equal. Vendor should set store arrival dates.

Orders submitted to Vendor in accordance with the dates so calculated shall be eligible for allowances Described in the NOPA

Note: If the offer includes case allowances for the Seattle Division, the offer dates for the Alaska Distribution Center will be deemed to be the dates seven days prior to the dates noted in the NOPA, to accommodate product transportation.

- 5. Offer Number – *Required, Maximum length 8 numbers and/or characters.* This number is the Vendor’s deal identifier; it helps associate the written contract with the systematic execution at Safeway, and facilitates communication between Safeway and its vendors. This number must to be unique within each Division to each manufacturer/vendor. An offer presented by a single vendor for the same performance and time frames may use the same offer number in each Division. **Any notice of revision or cancellation of a NOPA must include the original offer number.**
- 6. Performance Date Range OR Specified Performance Name - This is an “either/or” selection. If you select “Performance Date Range”, this indicates that the allowance is conditioned upon performance commencing within that range within that range of dates. If you indicate “Specific Performance Name”, the allowance is conditioned upon use of the named performance vehicle and is subject to the establishment and/or modification of that vehicle’s dates by Safeway. If Safeway modifies the duration of the “Specified Performance” event, a new NOPA must be prepared and signed. If the offer contains a case allowance and the offer dates need to be changed to accommodate the vehicle date changes, a new NOPA must be prepared and signed. A couple examples follow: (1) If you are requiring performance in the first quarter, you would fill in: 1/1/XX to 3/31/XX. (2) If you were requiring a specific vehicle, say cycle “March B” or “Week 8”, you would fill in either of those identifiers and leave the data range blank. Safeway would then set the performance time frame for the particular vehicle. If you fill in both fields, the NOPA will be returned to you for revision. For discontinued items item support allowances, please indicate “Disc Item” in the Specified Performance Name field. Do not enter any specific dates.
- 7. Flat Allowance Amount – The lump sum dollar amount being offered in exchange for the minimum performance noted under “Flat Performance Code”.
- 8. Flat Performance Code – This is the performance code, found on the back of the NOPA, which describes the performance required to earn the lump sum dollar amount listed in the “Flat allowance Amount” field. By filling a code number in both spaces, separated by the “Or”, you can express variable performance minimums. The codes in the following table are the various performance descriptors available for use:

<u>Performance Codes</u>	<u>Definitions</u>
01 Purchasing Allowance	Requires listing and purchase of product.
02 Truckload	The allowance will be based on truckload purchase quantities
03 Contract Payment	Contract allowance payment; (as defined in Comment Field (28))
04 Placement	New item placement allowance
05 Scan	Payment calculation method. The allowance will be based on the product(s) scanned at the stores for the total duration of the price reduction

	in the performance window.
06 Ship	Payment calculation method. The allowance will be based on the qty product(s) shipped to the stores.
08 Logistics Efficiency Allowance	Allowance based on meeting requirements of efficient logistics processing
10* Print	Required print media on product(s) offered.
20* Paper Coupon	Requires Printed Paper Coupon on product(s) offered.
38 Electronic Discount	Payment calculated on electronic discount transactions (used at MNC direction only)
60* Reduced Price	Requires a price reduction for product(s) offered.
88* Ad or Display or Red Price	Requires ad, display, or reduced price for product(s) offered.
A4* In-store Electronic Media	In-store Satellite Network, In-store Television, or Point of Sale broadcast on product(s) offered. Specify required media in comment field.
B1* EDLP-Continuous Price Red	Requires long-term continuous retail price reduction.

*These codes are part of the UCS standard

Backup material is available for review upon request.

Note: Placement allowances, coded 04, are funds to offset cost incurred to setup item in retailers systems and ship to retail stores, but Safeway makes no commitment hereunder with respect to such setup and/or placement, including any expressed or implied guarantee of duration.

9. UPC System # - *Required*. The UPC system number that appears on the consumer product represented on this NOPA. For example, if the consumer product bears a national drug code in its UPC, the system number on the package is probably “3”. If the product is Meat random weight, use “2”. If Produce random weight, use “RW”.
10. UPC Manufacturer # - *Required*. The five digits that represent the manufacturer portion of the UPC on the consumer product listed on the NOPA. If product is Meat or Produce random weight, leave blank.
11. Billing Name – *Required*. This is the name of the entity to which this allowance will be billed, and which is responsible for payment thereof. This may differ from the name of the company on the purchase order. For example, with Corporate Branded product, if a co-packer is offering the allowance, the co-packer’s name should appear in this field. **IMPORTANT: This *is not* a broker name and address, unless the broker owns the product and we pay the broker for its regular purchase.**
12. Billing Address - *Required*. The complete address of the entity to which this allowance will be billed and which is responsible for payment of the allowance, not the broker’s address.
13. Contact Representative – The name of the individual who offered this allowance to Safeway.
14. Telephone – The telephone number, including area code, of the contact representative.
15. Contact Email Address – Contact’s email address for correspondence.
16. Contact Fax – Contact’s fax number

ITEM DETAIL INFORMATION:

17. Safeway Corporate Item Code – *Required*. Called a “CIC”, this is the eight-digit number that identifies a specific item to Safeway for a specific distribution channel. This number may be identical across the Safeway enterprise, but can also be different for one of the following reasons:
 - a. Distribution is mixed between warehouse and DSD.
 - b. The item has a different vendor order code identifier in different parts of the country.
 - c. The pack and/or size are different in varying parts of the country.
 - d. Our warehouse-to-store shipping quantities differ in some regions.

The only instance where a CIC requirement on the NOPA can be waived is if the NOPA is submitted to Safeway with the new item form for that UPC. The word “NEW” should then be entered into the Safeway Corporate Item Code column for that UPC. A current list of items with associated CIC’s is available by contacting your Safeway category management or buying representative.

18. UPC Case – Required. This is the five-digit number that identifies a case of the product to the manufacturer. It is a numeric field only. It may or may not be the same as the consumer UPC. For Meat or Produce random weight, use supplier’s identifier number.
19. UPC Consumer – Required. This is the five-digit number that identifies the consumer product to this manufacturer. It is a numeric field only. For Meat random weight, enter the system 2 scale UPC number. For Produce random weight, enter the industry PLU number.
20. Vendor Pack/Size – Required. The pack/size field represents the number of consumer units and the size of each consumer unit in a master case, as purchased from the manufacturer or distributor. For example 12/12 oz, or 12/12 fz. Might describe a case of 12 consumer units of product, which are 12 ounces or 12 fluid ounces each. If a master case has an inner pack, it might read 4/3/12 oz. This would indicate that a case has 4 inner packs, each containing 3 consumer units that are 12 ounces each. If we buy “eaches” from a distributor at the store backdoor, the pack/size might read 1/12 oz. It is important to understand that the same pack/size must be used on this form with the allowance type and amount to define the allowance per consumer unit. The following are definitions and examples to help clarify this confusing topic:

Using hash marks to separate the fields, Safeway breaks goods down from purchased quantity to quantity sold to a consumer in the following manner.

Conversion / Pack / Consumer Unit Size

Conversion factor (CF) is the number of warehouse shipping units in a vendor master unit. A CF is not noted, and the first hash mark is removed, if the CF is one. Pack is the number of consumer units in a warehouse shipping unit or store receiving unit. Consumer unit size represents the size and quantity of each unit the consumer may buy.

A 12 pack case of 12 ounce cans of green beans would be represented: 12/12 oz

A 4 pack case of 6 pack cans of soda would be represented: 4/6-12 FZ

A case of 24 tubes of toothpaste with 2 inner packs of 12 would be represented: 2/12/6 oz

21. Brand & Product Description - Required. The description is the Brand name, product, and flavor, as written on the consumer product’s label.

The following fields, numbers 22 through 25, may reflect up to four entries for an individual item. This allows for multiple allowances based upon specific requirements.

22. Allowance Type – Required. The allowance type is used to quantify the “unit” on which the allowance amount will be paid. It is important that the allowance type and amount be reflected in the same units or over/under billings may occur. Vendor shall be responsible to Safeway for all allowances described in the NOPA and/or for Safeway’s out-of-pocket expenses arising from Safeway’s reliance upon allowances so described, even if the NOPA includes errors in these two fields or is otherwise erroneous. The following table of allowance types is also noted on the back of the NOPA:

C	Paid per Case
T	Per Transaction (can be paid on ship or scan)
A	Flat Amount
F	Free Goods

23. Allowance Amount – Required The amount of the allowance, expressed in dollars and cents, that will be earned by meeting the requirements set forth in the Performance Code column. It is important that the allowance amount indicated be appropriate to the allowance type indicator and representative of the correct ratio of money to units. For example, on a case of 12 cans of product, a scan allowance represented as a “T” allowance type combined with the intended full case scan allowance amount of \$1.20 will result in the \$1.20 being collected on each consumer product scanned, not \$1.20 for 12 units

in a case. The proper way to indicate the allowance relationship in this case would be a “T” allowance type and an allowance amount of \$.10. Vendor shall be responsible to Safeway for all allowances described in the NOPA and/or for Safeway’s out-of-pocket expenses arising from Safeway’s reliance upon allowances so described, even if the NOPA includes errors in this field or is other erroneous. Allowances on random weight items, when per pound allowances are offered, should be listed on the NOPA as a “T” allowance type with the allowance amount reflecting the dollar amount followed by “per lb”. For example “T .50 per lb” would be interpreted as 50 cents per pound. Safeway will convert the allowance to a per case allowance based on the actual weight of cases purchased.

24. OI or D – Required. Off Invoice or Deduct. Valid values are “OI” for allowances that will be paid off invoice at the point of purchase, either with warehouse receiving or direct store delivery to the backdoor receiving system. “D” signifies deduct allowances, which will be calculated post receiving or performance, based on the type of allowance, and deducted with allowance billing invoice creation. This process may be either automated or manual, at Safeway’s discretion. It is critical that the vendor represents this indicator based on how the vendor system will actually pay the allowance. If an allowance is represented as deduct/billback and it is paid off-invoice, Safeway will accept the off-invoice allowance AND bill back the allowance as represented on the NOPA in order to keep its audit records intact. A misstated allowance payment indicator requires manual handling of every invoice at the buyer and accounting level, causing significant increased cost to handle, both for Safeway and for the vendor.
25. Performance Code – Required. This is the performance code, found on the back of the NOPA, which signifies the performance required to earn the allowances noted for a particular item. One should pay particular care when placing the performance codes in the space provided. A numeric value placed on each side of the “or” will signify optional requirements. For example, “10 or 60” would signify to the Manager of National Categories that either print or reduced price performance would earn the allowance. Placement allowances must be placed at the item level, not the header level of the NOPA. Scan and electronic discount allowances will be billed for the price effective dates in-store, not the vehicle or print dates.

Performance Codes	Definitions
01 Purchasing Allowance	Requires listing and purchase of product.
02 Truckload	The allowance will be based on truckload purchase quantities
03 Contract Payment	Contract allowance payment; (as defined in Comment Field (28))
04 Placement	New item placement allowance
05 Scan	Payment calculation method. The allowance will be based on the product(s) scanned at the stores for the total duration of the price reduction in the performance window.
06 Ship	Payment calculation method. The allowance will be based on the qty product(s) shipped to the stores.
08 Logistics Efficiency Allowance	Allowance based on meeting requirements of efficient logistics processing
10* Print	Required print media on product(s) offered.
20* Paper Coupon	Requires Printed Paper Coupon on product(s) offered.
38 Electronic Discount	Payment calculated on electronic discount transactions (used at MNC direction only)
60* Reduced Price	Requires a price reduction for product(s) offered.
88* Ad or Display or Red Price	Requires ad, display, or reduced price for product(s) offered.
A4* In-store Electronic Media	In-store Satellite Network, In-store Television, or Point of Sale broadcast on product(s) offered. Specify required media in comment field.
B1* EDLP-Continuous Price Red	Requires long-term continuous retail price reduction.

*These codes are part of the UCS standard
 Backup material is available for review upon request.

Note: Placement allowances, coded 04, are funds to offset cost incurred to setup item in retailers systems and ship to retail stores, but Safeway makes no commitment hereunder with respect to such setup and/or placement, including any expressed or implied guarantee of duration.

26. Free Goods – If free goods are offered as an allowance, to qualify for a performance, this field allows the vendor to indicate the multiples of the free offering. For example, if a free good allowance were offered at a level of one free case with every four cases purchased, this field would be filled out as “1 with 4”. An offer of a specific number of cases free should be noted as “A \$.01” in the item allowances fields, with explanation in the Comment Section. It should be clarified if the free goods will be billed back as a lump sum or if it will be given off invoice. Free goods will be calculated as cases free multiplied by vendor list cost.
27. DSD Only, Cost Areas – *Required if DSD*. If this allowance offering is from a direct delivery distributor, the representative must indicate all of the cost areas to which this offer applies. A current list of cost areas for a particular distributor may be obtained by contacting your DSD buying representative.
28. Comments - Comments should be used sparingly to clarify requirements. They should not include ‘wish lists’ nor should they stipulate performance retail prices. Any comment regarding retail price will be deemed informational and not part of the agreement or contract. The comment field is to clarify things that cannot be easily described in the upper portion of the form. For example, if an offer is for a limited set of stores, the store numbers should be listed in the comment field. If an offer is a standing offer for an event in a Division, such as a grand opening or remodel, the comment should include the event that qualifies the offer and the performance dates in the header would indicate the potential duration of the offer. If the offer is good for a specified number of purchases, it should be so noted in the comment.
29. Date Offer Signed – *Required* The date the offer is signed should be filled into this position. If the NOPA is a revision, it should represent the date the revision was signed.
30. Manufacturer Representative Signature – *Required*. The signature of the agent representing the manufacturer for this offer. This must be an actual signature. Any NOPA presented electronically via email must have a fully typed name in this field. Additionally, the email sender must be recognizable to the MNC, the NOPA must be attached as a file name including the offer number, and a sentence including the Manufacturer Billing Name must be included in the body of the email text.
31. MNC # - Manager of National Categories number.
32. MNC Signature – *Required*. The signature of the MNC upon reviewing the NOPA for completeness, and acknowledgement that the NOPA represents the intent of the agreement between Safeway and the Vendor.

Best Practices Billing Letter (Coming Soon)

Instructions for Completing the DSD Vendor Maintenance Form

Reason for Submitting Form: Check the box that explains why you are submitting the form. If you check ' Change for Existing Vendor' , be sure to also check what changes you are making (check all that apply).

Corporate Vendor Number: If the Vendor already has a Corporate Vendor number, enter it here (6 digits).

Vendor Outlet (Sub Account): If the Vendor already has an outlet number, enter it here (3 digits).

Vendor Name: Enter the full name of the Vendor.

Distributor Type: Check the box of the appropriate Distributor Type. All vendors should be set up as Product Line Vendors if at all possible. Only select Catalog if we must purchase items without UPCs.

DSD Terms: Enter the Discount Percent, Discount Days and a brief description of the type of terms (Soda, Beer/Wine, etc). The Net Days will automatically calculate as one day past the number of Discount Days.

Additional Terms: If the Vendor requires an additional set of terms, complete this section and verify that you have entered an accurate description for each set of terms.

DSD Contact: Enter the name of the key individual to contact, such as a Key Account Representative.

Primary SMIC Group: Enter the 2 digit group number that best represents the items the vendor will be delivering.

Default Markon: Enter the Default Markon for this Vendor. Consult the Markon Look-up Table on the next tab of this file to translate an average retail percent into a markon factor.

Division: Select a Division from the drop-down menu.

Cost Area #: Enter the cost area(s) that are required for the Vendor. A vendor will have multiple cost areas if they charge a different cost to certain stores. Start with cost area 1 and if necessary continue with cost area 2, etc. Each cost area must be entered on a separate line.

Cost Area Description: Enter a brief description of the cost area. For example, Mainland Stores, Hawaii Stores, etc.

Stores to be included in the Vendor's Service Area: List only the stores that will be serviced by the Vendor. List the stores for each cost area on a separate line. If it is more efficient, you can list only the exception stores such as All Portland Stores Except 0 0 9 1, 0 40 0 and 10 7 2.



CONTINUING COMMODITY GUARANTY AND INDEMNITY AGREEMENT TERMS AND CONDITIONS

I. Warranty, Guaranty and Indemnity

In consideration of the purchase, from time to time, of various goods, including, without limitation, food, drugs, packaging materials, ingredients which will be incorporated into products (as defined below), and other commodities ("Goods") from the undersigned ("Seller") on behalf of itself, its employees, agents, affiliates, parents, and subsidiaries ("Seller Parties"), by Safeway Inc., a Delaware corporation, and/or any other entity which is now or hereafter becomes its direct or indirect affiliate or subsidiary (collectively "Buyer"),
Seller:

A. Represents, warrants, and guarantees

that, as of the date of delivery, the Goods shall: (i) not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, and regulations adopted thereunder (the "FD&C Act"); (ii) not be articles that are prohibited, under the provisions of Section 404 or 505 of the FD&C Act, or any successor thereto, from being introduced into interstate commerce; (iii) not be adulterated or misbranded within the meaning of, or in violation of, any disclosure or warning required under the pure food and drug or health, safety or environmental laws, regulations or ordinances of any state or other government authority which are applicable to such shipment or delivery; (iv) be in compliance with all other applicable Federal, state and local laws and regulations; and (v) be merchantable and fit for their intended purpose, and shall pass without objection in trade;

B. Represents and warrants that it has, or immediately prior to delivery shall have, title to the Goods and all rights necessary to transfer such rights and title to Buyer free of any lien, pledge, hypothecation or other encumbrance, including but not limited to all patent, copyright, trademark, service mark, and trade secret (collectively, "Intellectual Property") rights required or appropriate for its manufacture of Goods, sale of Goods to Buyer, and use or sale of Goods, as contemplated, by Buyer;

C. Agrees to indemnify, hold harmless, and, if requested by Buyer, to defend Buyer from and against any and all claims, demands, actions, proceedings, lawsuits, fees, costs, and expenses (including reasonable attorney fees and expenses) brought against or incurred by or on behalf of Buyer and/or Goods:

1. Arising out of or pertaining to any breach or alleged breach by Seller of the warranties set forth in paragraphs IA or IB above, including, without limitation, all liabilities, fines, penalties, imposts, losses, costs, fees, and expenses incurred by Buyer as a result thereof;
2. For or because of the injury, illness and/or death of any person or animal, or loss of or damage to any property (including, without limitation, any judgment rendered

against or settlement paid by or on behalf of Buyer in any such action), that arises out of or pertains to (i) the handling, shipment, delivery, consumption or use of any Good sold or delivered by Seller Parties to Buyer, or (ii) any work performed by Seller Parties on Buyer's premises.

3. Notwithstanding any provision hereof to the contrary, Seller provides no indemnity under this Agreement against liability arising out of the sole negligence of Buyer.

D. Agrees that, in the event that the Goods, or any of them, violate or infringe upon the Intellectual Property rights of a third party, Seller shall obtain for Buyer all rights necessary for Buyer to lawfully continue using or selling the Goods as contemplated (or shall obtain for Buyer the opinion of an attorney acceptable to Buyer that such use or sale is lawful), and shall repurchase from Buyer, at Buyer's cost, Goods that Buyer cannot reasonably and lawfully sell or use as contemplated due to such infringement or violation.

The following additional provisions shall apply to this Continuing Commodity Guaranty and Indemnity Agreement ("Agreement")

- II. Seller provides no warranty under paragraphs IA or IB (nor indemnity under paragraph IC) hereof against the adulteration or misbranding of any Good within the meaning of the FD&C Act or any other applicable laws or ordinances which occurs after delivery to Buyer and is not caused by any act or failure to act on the part of Seller (provided that any adulteration or misbranding which is found to exist after delivery and which is caused by any defect in the processing or packing of the Good or by any defective condition of any raw materials used in the processing or packing of the Good or by any defect in the container in which the Good is packed by Seller shall be deemed to have existed at the time of delivery);
- III. Buyer shall provide reasonable notice to Seller of any seizure of the Goods or service of process in any proceeding or action alleging any act or omission contrary to the requirements of paragraphs IA or IB above.

IV. Purchase Orders; Documents; Sales

Buyer may place purchase orders hereunder ("Purchase Orders") by Electronic Data Interchange (EDI), by facsimile or by other written means. Seller shall comply with all Buyer billing, payment and document rules, as they may be revised from time to time. Neither the terms of the Purchase Order nor this Agreement shall be modified by any terms set forth in an invoice or other shipping document.

expenses (including reasonable attorneys' fees) related in any way to such unpaid tax or fee.

V. General Specifications

Seller hereby acknowledges that it has received and reviewed Buyer's General Specifications, and Seller agrees to comply with such General Specifications, as they may be amended from time to time in Buyer's sole discretion, to the full extent that such General Specifications are applicable to Seller's performance of this Agreement.

VI. Shipment; Delivery

A. The "Ship To Arrive By Date" may be changed only with the written consent of Buyer. Buyer may cancel, without cost or further obligation to Seller, any shipment not actually delivered in accordance with the applicable purchase order by its "Ship to Arrive By Date." Seller shall notify Buyer promptly if any part of any order cannot be delivered to the delivery point by its "Ship To Arrive By Date." Seller shall ship back orders and late shipments only to the extent expressly authorized, in each instance, by Buyer.

B. Except as otherwise stated in a Purchase Order, Seller's delivery of the Good will occur, and risk of loss will pass, only when conforming Goods are delivered to the "Ship To" address and Buyer's employee or representative has signed the bill of lading or other shipping document acknowledging such receipt. If the Purchase Order designates an FOB sale with delivery to a navigable port or carrier for shipment, the terms of sale and delivery will be FOB Vessel Incoterms 2000.

C. To the extent requested by Buyer, Seller will be responsible for making all claims with the carrier for all losses or damages and/or rework expenses regardless of whether Buyer arranges carriage, designates the carrier or pays the freight.

VII. Payment

A. Unless otherwise agreed in writing between the parties, payment shall be on the terms stated in the Purchase Order and the due date of each payment shall be calculated from the date of delivery. The date of delivery shall be the date Goods are actually received at the "Ship To" address.

B. Unless otherwise stated, Buyer's purchase is for resale and Seller's pricing should not include sales, use or like taxes. If Buyer claims such sales tax exemption, Buyer will provide Seller, upon request, valid tax exemption (resale) certificates for those states where deliveries are to be made. Seller's invoicing Buyer for any tax or fee shall constitute a warranty that Seller is duly registered with the agency which levies the tax or fee. If Seller does not remit the tax or fee to the appropriate agency, or if the same tax or fee is subsequently assessed against Buyer, Seller shall reimburse Buyer for all amounts of tax or fee Buyer has remitted to Seller and Seller shall defend, indemnify and hold Buyer harmless against all losses, fines, penalties, interest and

VIII. Rejection (Revocation of Acceptance) of Non-Conforming Goods

Buyer, at its sole option, may reject (or revoke acceptance of) and either return to the Seller or hold at Seller's risk and expense any Goods that at the time of delivery (a) do not conform in any material respect with Buyer specifications, (b) are shipped contrary to the applicable Purchase Order, (c) contain any defect or inadequate warnings, labeling, instructions, or safety guards, (d) violate any law, regulation, or court or administrative order, (e) fail to comply with applicable Customs requirements, or (f) infringe any third party's patent, trademark, copyright or other intellectual property right. Payment of any invoice shall not be deemed a waiver of Buyer's right to reject or revoke acceptance. Seller shall bear all expenses and risks of unpacking, examining, repacking, storing, holding and/or reshipping, returning and any Customs actions regarding any Goods rejected (or whose acceptance is revoked) by Buyer. Buyer's right to reject (or revoke acceptance of) and to return or hold Goods shall, without limiting such right, extend to Goods returned by Buyer's customers for any reason stated in this Section. At Buyer's option, with respect to any Goods that Buyer rejects or revokes acceptance of hereunder, Seller shall refund or credit to Buyer, or Buyer may offset against amounts it owes to Seller, the cost of such rejected Goods. In the event Seller's payment terms include a cash discount or rebate, such discount or rebate shall not be deemed earned by Buyer with respect to such rejected Goods

IX. Recalls; Tainted Products Claims

A. If a Good, because of a condition which existed at the time of delivery (or which results from such condition), is the subject of a recall (or safety notice) initiated by Buyer, Seller, or a government or consumer protection agency, Seller shall be responsible for all costs and expenses associated with the recall or notice and shall reimburse Buyer for all reasonable costs and expenses incurred by Buyer in recalling, publishing notices about, shipping and/or destroying the Good (and, where applicable, any products with which the Good has been packaged, consolidated or commingled), including refunds to customers and Buyer's net landed cost of unsold Good.

B. In the event of a credible claim or potential credible claim of any defect regarding Goods or of any tampering with Goods, Seller agrees to promptly notify Buyer and to contact the FDA and/or other appropriate government agency and immediately conduct at its expense a full and complete analysis of said Goods upon Seller's receipt of notice of the claim.

C. The parties shall assist each other in all reasonable ways to resolve any claims involving Goods subject to a recall or safety notice.

X. Trademarks; Trade Dress; Service Marks

All trademarks, service marks, and trade dress of Buyer (the "Trademarks") shall be and remain the property of the owner thereof, notwithstanding any provision of this Agreement. Seller shall not use Buyer's Trademarks in connection with the sale or endorsement to any third party of any goods or services without the express prior written consent of Buyer. Seller shall issue no press release, article, or other publication with respect to transactions under this Agreement without the prior approval of such publication by Buyer. Violation of this provision will constitute an infringement of Buyer's trademark(s) and/or service mark(s), and shall entitle Buyer to equitable relief, including injunction, in addition to all remedies available at law.

XI. Labeling and Packaging

A. Seller shall not pack Buyer-branded goods until Buyer has approved the applicable package and label design ("Approved Packaging"). In the event that changes to the Approved Packaging are required by Buyer or by applicable law, or in the event that Seller ceases, for any reason, supplying certain Goods hereunder, Seller shall cease ordering or producing the discontinued Approved Packaging ("Discontinued Packaging") except as may be reasonably necessary to complete production and packaging of Goods as ordered by Buyer, and shall make good faith efforts to terminate any orders for Discontinued Packaging previously made but not yet delivered.

B. Provided that Seller is not then in material breach of this Agreement or any agreement between the parties hereto, Buyer shall purchase from Seller, at Seller's cost (on a FIFO basis and substantiated to Buyer's reasonable satisfaction), Seller's unused inventory of Discontinued Packaging, but Buyer shall not be required to purchase from Seller more than ninety days supply, at average sales volume, of Discontinued Packaging, unless the parties shall have otherwise agreed in writing. Seller shall promptly destroy any Discontinued Packaging not purchased by Buyer.

C. In order to address surpluses and shortages of packaging materials, Buyer may, from time to time, request that Seller transfer or accept transfer of certain packaging materials with third parties. Seller agrees to use its best efforts to comply with such requests and to negotiate in good faith compensation for such transfers based upon the actual cost of such packaging materials to Seller and such third party.

XII. No Salvage

Seller shall not, and Seller shall instruct its carrier and agents that they shall not, without the prior written consent of Buyer: (a) cause, suffer or permit the transfer, sale or disposal of any of

Goods bearing Trademarks to any third party, including, without limitation, any insurance company; or (b) offer to sell, transfer or dispose of any such Goods, whether as salvage or otherwise, *provided, however*, that this provision shall not apply to Goods that do not bear any Trademarks.

XIII. Compliance with Laws and Standards

A. Seller represents and warrants that: (i) it is a legal entity duly organized and in good standing under the laws of the state (or other governmental entity) of its organization, with full capacity to sue and to be sued; (ii) it is authorized to enter into and be bound by the terms of this Agreement; and (iii) neither this Agreement nor Seller's performance hereof shall be a violation of applicable law or the terms of any material contract, instrument or agreement between Seller and any third party.

B. Seller represents and warrants that the Seller Parties (i) will comply with all applicable laws and local government regulations regarding labor, child labor, minimum wage, living conditions, overtime, working conditions, and the environment, and (ii) do not use forced prison labor or the labor of children under the age of 14. Seller also agrees to comply with Buyer's Vendor Code of Conduct, as amended from time to time.

C. Seller acknowledges the country of origin requirements of the Farm Security and Rural Investment Act of 2002, and agrees to comply, and to provide such information as may be necessary or appropriate to assist Buyer in its efforts to comply, with such requirements. Seller further agrees to comply with such rules as may be promulgated by Safeway with respect to such requirements. Seller warrants, now and as of the time of each shipment of Goods hereunder, that such information as it shall provide Buyer hereunder shall be true and accurate in all material respects.

XIV. California Proposition 65:

Seller acknowledges receipt of, and agrees to comply with and be bound by, Buyer's California Proposition 65 Warranty.

XV. Insurance

A. Seller shall obtain and maintain, at its expense for so long as it shall provide Goods hereunder, a policy or policies of Commercial General Liability insurance (including product and completed operations, personal and advertising injury and contractual liability coverage) covering the Seller Parties, with a minimum of \$2,000,000 per occurrence and a minimum of \$2,000,000 per occurrence Products and Completed Operations written on an occurrence form. For Sellers whose employees enter Buyer's premises, Seller shall also obtain and maintain, at its expense and for so long as such employees shall conduct such operations, a policy or policies of Workers' Compensation insurance with statutory limits and Employers' Liability (Stop-Gap Liability) insurance with minimum limits of \$2,000,000 and Automobile



Liability Insurance with a minimum of \$2,000,000 coverage limits for each accident, including owned, non-owned and hired vehicles.

B. Seller will provide Certificates of Insurance at all times naming Buyer as "Additional Insured," with respect to General Liability and Auto Liability policies, and shall cause the Broad Form Vendor's Endorsement (ISO Form CG2015) executed in favor of Buyer to be attached to such policies. Seller's insurers shall be rated "A-" or better by A.M. Best Company. Seller shall provide the Certificates of Insurance, evidencing the required coverage, prior to receiving a Purchase Order from Buyer, and shall provide updated Certificates of Insurance when coverage is renewed or materially changed, or as may otherwise be requested from time to time by Buyer.

C. Policy limits may not be reduced, terms changed, or policy canceled upon less than thirty (30) days prior written notice to Buyer. Seller's insurance shall be primary with respect to all obligations assumed by the Seller pursuant to the Supply Agreement. It shall be the responsibility of the Seller to ensure that any of its agents, representatives, subcontractors and independent contractors comply with the above insurance requirements. Insurance coverage and limits referred to above shall not in any way limit the liability of the Seller.

XVI. General Terms

A. This Agreement shall be governed by and construed in accordance with the laws of the state where Goods are to be delivered hereunder, exclusive of the conflict of laws provisions thereof. In the event that any term or provision hereof is held by a court having competent jurisdiction to be invalid or unenforceable, such term or provision shall be deemed severable, and the remainder hereof shall remain in full force and effect. Seller shall remain bound by this Agreement notwithstanding any assignment or attempted assignment by Seller of its interests herein. This Agreement shall be and remain binding upon the

parties hereto and their respective successors and assigns.

B. No amendment, modification or waiver of any term of this Agreement shall be effective unless set forth in writing and signed by an authorized representative of the party against which such amendment, modification or waiver is sought to be enforced. This Agreement applies in addition to, and not in lieu of, any other applicable representations, warranties, guarantees, indemnities, or other agreements between Buyer and Seller, and shall not be deemed to be modified or otherwise affected by any agreement hereafter entered into by Seller and Buyer unless specific reference to this Agreement is therein made and such modification is signed by duly authorized representatives of each party hereto.

C. This Agreement shall be effective as of the date of execution by Seller, and shall continue in effect with respect to all Goods purchased or ordered by Buyer from Seller prior to the receipt of written notice of its revocation by Buyer. Notice of the acceptance of this Agreement is hereby waived by Seller. When executed (without modification) by Seller and delivered to Buyer, this Agreement shall supercede any previous Continuing Commodity Guaranty executed by Seller for the benefit of Buyer.

Please Fill Out Completely

Dated: _____, 20____

By _____

Seller

(Company, Partnership or Business Name—please print or type)

(Type or Print Name of Seller's Representative)

Address of Seller

Title: _____

(Street and Number)

(Please observe instructions below)

(City) (State) (Zip)

Instructions:

1. If Seller is an individual, sign individual name as the proprietor and give tradename, if any.
2. If Seller is a partnership, one general partner must sign in the partnership name.
3. If Seller is a corporation, an officer must sign and indicate title.
4. In all cases, the Agreement must be dated and the Seller's address filled in.
5. Following execution of this Agreement, please return it to:



MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER

PRODUCER
Seller's Agent/Broker

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

INSURED
Seller's name, address, city, and zip

COMPANIES AFFORDING COVERAGE	
COMPANY A	Carrier's best rating A- or better
COMPANY B	Carrier's best rating A- or better
COMPANY C	Carrier's best rating A- or better
COMPANY D	Carrier's best rating A- or better

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	12345	xx/xx/xx	xx/xx/xx	GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000
					FIRE-DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
A	AUTOMOBILE LIABILITY	6789	xx/xx/xx	xx/xx/xx	COMBINED SINGLE LIMIT	\$
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	\$
					EACH ACCIDENT	\$
					AGGREGATE	\$
A	EXCESS LIABILITY	XS1234	xx/xx/xx	xx/xx/xx	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC1234	xx/xx/xx	xx/xx/xx	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT	\$ 1,000,000
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE-POLICY LIMIT	\$ 1,000,000
	OTHER				EL DISEASE-EACH EMPLOYEE	\$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Safeway Inc. is an additional insured as per CG2015 attached.

CERTIFICATE HOLDER
Safeway Inc.
Canada Safeway Limited
and all subsidiaries
5918 Stoneridge Mall Road
Pleasanton, CA 94588-3229

CANCELLATION
SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

BY: Authorized Representative
MM/3/02 VALID AS OF: xx/xx/xx

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART.

SCHEDULE

NAME OF PERSONS OR ORGANIZATION (VENDOR):

SEE ATTACHED CERTIFICATE

(IF NO ENTRY APPEARS ABOVE, INFORMATION REQUIRED TO COMPLETE THIS ENDORSEMENT WILL BE SHOWN IN THE DECLARATIONS AS APPLICABLE TO THIS ENDORSEMENT.)

WHO IS AN INSURED (SECTION II) IS AMENDED TO INCLUDE AS AN INSURED ANY PERSON OR ORGANIZATION REFERRED TO BELOW AS "VENDOR," SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECTS TO "BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT OF "YOUR PRODUCTS" SHOWN IN THE SCHEDULE WHICH ARE DISTRIBUTED OR SOLD IN THE REGULAR COURSE OF THE VENDOR'S BUSINESS, SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS:

1. THE FOLLOWING AFFORDED THE VENDOR DOES NOT APPLY TO:
 - a. "BODILY INJURY" OR "PROPERTY DAMAGE" FOR WHICH THE INSURED IS OBLIGATED TO PAY DAMAGES BY REASON OF THE ASSUMPTION OF LIABILITY IN A CONTRACT OR AGREEMENT;
 - b. ANY EXPRESS WARRANTY UNAUTHORIZED BY YOU;
 - c. ANY PHYSICAL OR CHEMICAL CHANGE IN THE PRODUCT MADE INTENTIONALLY BY THE VENDOR;
 - d. REPACKAGING, UNLESS UNPACKED SOLELY FOR THE PURPOSE OF INSPECTION, DEMONSTRATION, TESTING OR THE SUBSTITUTION OF PARTS UNDER INSTRUCTIONS FROM THE MANUFACTURER AND THEN REPACKAGED IN THE ORIGINAL CONTAINER;
 - e. ANY FAILURE TO MAKE SUCH INSPECTIONS, ADJUSTMENTS, TESTS OR SERVICING AS THE VENDOR HAS AGREED TO MAKE OR NORMALLY UNDERTAKES TO MAKE IN THE USUAL COURSE OF BUSINESS, IN CONNECTION WITH THE DISTRIBUTION OR SALE OF THE PRODUCTS.
2. THIS INSURANCE DOES NOT APPLY TO ANY INSURED PERSON OR ORGANIZATION FROM WHOM YOU HAVE ACQUIRED SUCH PRODUCTS, OR ANY INGREDIENT, PART OR CONTAINER, ENTERING INTO, ACCOMPANYING OR CONTAINING SUCH PRODUCTS.
3. DEMONSTRATION, INSTALLATION, SERVICING OR REPAIR OPERATIONS, EXCEPT SUCH OPERATIONS PERFORMED AT THE VENDOR'S PREMISES IN CONNECTION WITH THE SALE OF THE PRODUCT;
4. PRODUCTS WHICH, AFTER DISTRIBUTION OR SALE BY YOU HAVE BEEN LABELLED OR RELABELLED OR USED AS A CONTAINER, PART OR INGREDIENT OF ANY OTHER THING OR SUBSTANCE BY OR FOR THE VENDOR.

Sample of ISO CG 2015



THE SAFEWAY COMPANIES

SAFEWAY • VONS • DOMINICK'S • PAVILIONS • CARRS • RANDALLS • TOM THUMB • GENUARDI'S

Supplier Merger/Acquisition/Divestiture of Product Form *[This Form must be completed on or before the date sixty days after close of the change-of-control transaction]*

Please check one:

Warehouse

Direct-Store-Delivery

Warehouse & Direct Store Delivery

1.0 Provide information about supplier prior to the change of control (HEADQUARTERS):	
Name:	
Address:	
City, State, Zip:	
Key Contact Person:	
Phone Number:	
Fax Number:	
E-mail Address:	
Subsidiaries:	
Divisions:	
Tax ID:	
D&B D-U-N-S No:	
Safeway-assigned vendor number(s):	<i>Contact Safeway Procurement Specialist for your vendor number.</i>

1.1 OLD Broker Representative Information (if supplier has more than one broker representative prior to the change of control, please attach separate sheet for each market):	
Broker Name:	
Broker Address:	
Broker City, State, Zip:	
Name of Account Executive:	
Phone Number:	
Fax Number:	
E-mail Address:	
Market	
Safeway Division	
For Safeway use only: What is WIMS-broker number & outlet?	



THE SAFEWAY COMPANIES

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Supplier Merger/Acquisition/Divestiture of Product Form
[This Form must be completed on or before the date sixty days after close of the change-of-control transaction]

2.0 Provide information about NEW (acquiring) Company (HEADQUARTERS):		
Name:		
Address:		
City, State, Zip:		
Key Contact Person:		
Phone Number:		
Fax Number:		
E-mail Address:		
Subsidiary:		
Divisions:		
Tax ID:		
D&B D-U-N-S No:		
List the entity and product line(s) (attach additional sheet(s) if required)	Entity	Product/Brand name being purchased
Is your company currently a Safeway supplier?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If YES, provide Safeway's assigned vendor number(s):	<i>Contact Safeway Procurement Specialist for your vendor number.</i>	
If NO, do not continue. You need to be set up as a new supplier. Refer to instructions on "How to Become a Safeway Supplier" in the handbook.		

2.1 NEW Broker Representative Information (if there is more than one broker representative, please attach separate sheet for each market):	
Broker Name:	
Broker Address:	
Broker City, State, Zip:	
Name of Account Executive:	
Phone Number:	
Fax Number:	
E-mail Address:	
Market	
Safeway Division	
For Safeway use only: WIMS-broker number & outlet	



THE SAFEWAY COMPANIES

SAFEWAY • VONS • DOMINICK'S • PAVILIONS • CARRS • RANDALLS • TOM THUMB • GENUARDI'S

Supplier Merger/Acquisition/Divestiture of Product Form *[This Form must be completed on or before the date sixty days after close of the change-of-control transaction]*

This section must be completed if products or operations have been, or will be, discontinued or divested in response to a Federal Trade Commission (FTC) requirement or objection.

3.0 Divestiture of Product Company Information:		
Name of acquirer of divested product or operation:		
Address:		
City, State, Zip:		
Key Contact Person:		
Phone Number:		
Fax Number:		
E-mail Address:		
Subsidiary:		
Divisions:		
Tax ID:		
D&B D-U-N-S No:		
List the entity and product line(s) that have been or will be discontinued or divested (attach additional sheets if required)	Entity	Product/Brand name being purchased
Is your company currently a Safeway vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If YES, provide Safeway's assigned vendor number(s):	<i>Contact Safeway Procurement Specialist for your vendor number.</i>	
If NO, do not continue. Your company needs to be set up as a new supplier. Refer to instructions on "How to Become a Safeway Supplier" in the handbook.		



THE SAFEWAY COMPANIES

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Supplier Merger/Acquisition/Divestiture of Product Form *[This Form must be completed on or before the date sixty days after close of the change-of-control transaction]*

3.1 NEW Broker Representative Information (if the acquiring entity will have more than one broker representative, please attach separate sheet for each broker representative):	
Broker Name:	
Broker Address:	
Broker City, State, Zip:	
Name of Account Executive:	
Phone Number:	
Fax Number:	
E-mail Address:	
Market	
Safeway Division	
For Safeway use only: WIMS-broker number & outlet	

4.0 Merger/Acquisition Information		
4.1 Date of Acquisition:		
4.2 Will company names remain the same?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4.3 If NO, what is new company name?		
4.4 Date Safeway will be doing business with the new company:		
4.5 Did you acquire the entire business?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4.6 If NO, list the entity or product line(s) you acquired (additional product information will be required below).	Entity	Product Line



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Supplier Merger/Acquisition/Divestiture of Product Form *[This Form must be completed on or before the date sixty days after close of the change-of-control transaction]*

5.0 Other Information Required:	
5.1 Item List /Price Sheet:	<ul style="list-style-type: none"> Provide item list and explain how prices will be honored.
5.2 Promotional Allowances & trade discounts that have been previously offered to Safeway:	<ul style="list-style-type: none"> Explain how they will be honored. A new Safeway Notice of Promotion Allowances (NOPA) for existing offers must be provided to Manager of National Categories (MNC) to document the new billing address, and must be signed by your sales representative.
5.3 Supply Points:	<ul style="list-style-type: none"> Provide complete list of direct plant ship points and/or public warehouses servicing Safeway distribution centers. Provide any changes to supply points or consolidation of supply points. Provide transition date
5.4 Direct Plant Shipments:	<ul style="list-style-type: none"> If Safeway is participating in DPS, will the supplier continue to honor? Will terms of DPS be changing?
5.5 Shipping Platform:	<ul style="list-style-type: none"> Provide type of programs for pallet exchange, wooden pallet purchase, chep or slipsheets.
5.6 Pick-up Allowance rate:	<ul style="list-style-type: none"> Provide written agreement of your current pick-up allowance rate.
5.7 FOB changes:	
5.8 Order Requirements:	<ul style="list-style-type: none"> Min/Max for Deliveries _____ Min/Max for Pick-ups _____
5.9 Transition Date for Purchase Orders:	<ul style="list-style-type: none"> Explain how interim PO's be forwarded to the new entity and the timing.
5.10 Transition Date of Invoices:	<ul style="list-style-type: none"> Date when Safeway can expect to receive invoices under the acquired company.
5.11 Is your company currently participating in Safeway's VMI/CRP Program?	If Yes, provide list of categories within each division.



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Supplier Merger/Acquisition/Divestiture of Product Form

[This Form must be completed on or before the date sixty days after close of the change-of-control transaction]

6.0 NEW Invoice Remit-To Address:	
Important: Written notice must be sent to:	Safeway Inc. National Accounting Service Center Warehouse Accounts Payable – Mail Stop 9090 P. O. Box 29071 Phoenix, AZ 85038
Company Name:	
Address:	
City, State, Zip	
D&B D-U-N-S No:	
Accounts Receivable Contact:	Name:
	Title:
	Phone:
	Email:

7.0 New Company EDI Information:	
Name:	
Address:	
City, State, Zip:	
Phone Number:	
Fax Number:	
E-mail Address:	
D&B D-U-N-S No:	
Safeway Vendor #	



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Supplier Merger/Acquisition/Divestiture of Product Form *[The acquiring company must complete this form]*

7.1 EDI Communication Information:	
Old ID	New ID
ISA01:	
ISA02:	
ISA03:	
ISA04:	
ISA05:	
ISA06:	
ISA07:	
ISA08:	
GS02:	
GS03:	
Transaction(s) Supported:	
Standard/Version Supported:	
Valued Added Network (VAN):	
Direct:	

This Supplier Merger/Acquisition/Divestiture of Product Form should be completed and signed by any entity (the "New Supplier") that acquires or assumes control of an approved Safeway Supplier. By signing this Form in the space provided below, the New Supplier certifies that the information provided above is, to its knowledge, complete and accurate. The New Supplier further agrees to perform all the duties and to be bound by all the terms and conditions of any and all agreements ("Prior Agreement") between Safeway Inc. (and/ or its direct and indirect subsidiaries) and the acquired Safeway Supplier, including, without limitation, Safeway's Continuing Commodity Guaranty and Indemnity Agreement. Assignment of the Prior Agreements to New Supplier and New Supplier's approval as a Safeway supplier are subject to the approval of Safeway, in its sole discretion.

"New Supplier"

By: _____

Its: _____



SAFeway INC.
5918 STONERIDGE MALL ROAD
PLEASANTON, CA 94588-3229

®

RECLAMATION DISPOSITION AGREEMENT

We are updating our files for the vendor reclamation disposition requirements, as suggested in the FMI/GMA joint industry report. Please indicate the method of disposition for all returned products processed at the Reclamation Center. Even if you have previously completed a similar form, please complete and submit this form within thirty days. Neither Suppliers nor their representatives may remove product from the Reclamation Center until an amount at least equal to cost has been paid.

OPTION		COST:
A. _____	Disposition left up to customer	<u>.01</u>
B. _____	Product donated to charity	<u>.03</u>
C. _____	Product to be destroyed	<u>.06</u>
D. _____	Product held and reviewed by supplier only	<u>.10</u>

Please indicate your choice, complete your company information, sign and return to:

Safeway Inc.
Attn: Allen Hamer, Corporate Manager PRC
4410 Rosewood Dr.
Pleasanton, CA. 94588
(925) 520-8124

VENDORS NOT RESPONDING WITHIN 30 DAYS WILL AUTOMATICALLY HAVE OPTION "A" SELECTED FOR THEM.

Name and Title of Representative (Please Print)

Signature of Representative

Company

Telephone #

Date

Vendor #



THE SAFEWAY COMPANIES

SAFEWAY · VONS · DOMINICK'S · PAVILIONS · CARRS · RANDALLS · TOM THUMB · GENUARDI'S

May 26, 2003

Dear Vendor:

In order for Safeway to effectively implement our Category Management programs, we need accurate product dimensions and digitized images for the design and production of our Planograms. Our E-tail site requires specific formats of images and label information as well. Accordingly, we have entered into an agreement with Gladson Interactive, a product database company.

To ensure that our database is kept up to date, we are requesting that you send samples of all your products to Gladson Interactive. This also applies to new items released in the future or any packaging changes as they occur.

Please send to: Gladson Interactive
Attn: Safeway Project
1973 Ohio Street
Lisle, IL 60532
(630) 435-2200

Please ensure that they are shipped in sturdy boxes to maintain product and packaging.
Other instructions:

If the products are perishable:

- Package all products in dry ice for shipping.

If the products are breakable:

- Package all products in bubble wrap, peanuts, shredded paper, etc.

When to send packaging with actual product:

- Product is visible through any type of packaging/container, or cut-out in packaging.
- Clear and frosted jugs of animal foods and litters.
- All types of bags, soft containers, shrink wraps and outer wrapper sleeves.

When to send empty packaging:

- Packaging holds its shape without the product and the product is not visible.
- Boxes, bottles, can, jugs where product is not visible.

It is only necessary to send one sample of each item unless the item is sold as part of a display such as a tray pack.

Unless requested, these items will not be returned to you. If you wish these to be returned to you, please let Gladson know when shipping. Please note that any and all shipping charges will be charged back to you. These samples and/or images will not be used for advertising purposes. Separate samples for advertised sizes and flavors only should be provided to MNC at least 6 weeks prior to the first ad date along with the following information:

- Indicate if product is new or replacement packaging
- UPC for new item and/or replacement item
- Item description & size information
- Suggested ad headline and body copy
- Usage dates

In addition, please ensure that the attached Product Processing Request Form is sent with every shipment.

In order for us to ensure compliance with our request we would like you to present a hard copy of the eNotify with your new item presentation. You will receive notification from Gladson once your sample has been received. To sign up to eNotify from Gladson simply insert your email address on the Product Processing Request Form in the box provided in the top right hand corner.

Thank you very much for your support of this program.

Sincerely,

Rojon Hasker
Senior Vice President
Marketing and Merchandising



Product Processing Request Form

Company/Project	Safeway	Today's Date:	
Your Name:		Email address:	
Your Phone:			*An email will be sent to you upon receipt of this form as verification of products arrival at Gladson

Qty of items in shipment: _____

Are products to be returned?

No

Yes, by when?: _____

If return requested, please provide:

Return address: _____

Attn: _____

Phone: _____

Product return shipping method to be used:

Fed-X Priority Overnight

Fed-X Standard Overnight

Fed-X Express Saver

Use shipping account number: _____

Special Instructions: _____

These products are being sent for

Safeway's E-commerce and Space

Management projects, please process

accordingly.

For Gladson Use Only			
Client Status: _____	Job Number _____		
Date Entered _____	Initials	Production Priority	Initials
Scan Date _____	_____	<input type="checkbox"/> Rush	_____
DBQA Process Date _____	_____	<input type="checkbox"/> Normal	
		<input type="checkbox"/> Low	



The following provides instruction for delivery of products to the Gladson facility for capture. Please ensure all items are shipped in sturdy boxes to maintain the product package quality. Other instructions and tips as follows:

If the products are perishable:

- Package all products in dry ice for shipping

If the products are breakable:

- Package all products in bubble wrap, peanuts, shredded paper, etc.

When to send packaging with actual product:

- Product is visible through any type of packaging/container or cutout packaging.
- All types of bags, soft containers, shrink wraps and outer sleeves.

When to send empty packaging:

- Packaging holds its shape without the product and the product is not visible.
- Boxes, bottles, cans, jugs where product is not visible.
- When shipping internationally is an issue

What not to send:

- Private label, controlled label or international. These items entail special fees, please contact us for details.
- Promotional items/Bonus packs

Send Products along with this form to:
Gladson Database Department
Safeway project
1973 Ohio St.
Lisle, IL 60532

Please Note:

These items will not be returned to you unless otherwise indicated on the "Gladson Product Request Form".

****PLEASE MAKE SURE YOUR EMAIL ADDRESS WAS INCLUDED AT THE TOP OF THE FORM, SO THAT YOU MAY RECEIVE A CONFIRMATION EMAIL REGARDING PRODUCTS SENT IN.**



THE SAFEWAY COMPANIES

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Central Marketing "Request for Category Test" Form

Your Name: _____

Your Company: _____

Your telephone number(s): _____

Which category or categories does this proposed test impact?

What is the overall objective of the test (i.e. what do you plan to do with the results?)

What is the overall size of the test nationwide?

What is the proposed timing of the test?

Which retailers are involved in this test?

Where are the proposed geographic/demographic locations for the test (nationally)?

SAFEWAY SPECIFIC QUESTIONS:

What is the proposed size of the test for Safeway? _____ # of stores
Indicate stores & locations (if known):

What (if any) proposed shelf merchandising adjustments will be necessary?

What are the proposed beginning and end dates of shelf merchandising adjustments?

What (if any) proposed regular retail pricing requirements will be necessary?

What (if any) proposed promotional adjustments will be necessary?

Will it be necessary to ship product into the test stores?

If so, what is the proposed method of delivery?

What information will be provided back to Safeway at the conclusion of the test and when will it be provided?

What funding is being provided to conduct this test?

Are you utilizing a third party to administer the proposed test. If so, which one?

Will the proposed test require any type of customer survey or questionnaire?

If so, please provide a copy of the questionnaire.

Will the proposed test require any type of "retailer survey" or questionnaire?

If so, please provide a copy of the questionnaire.