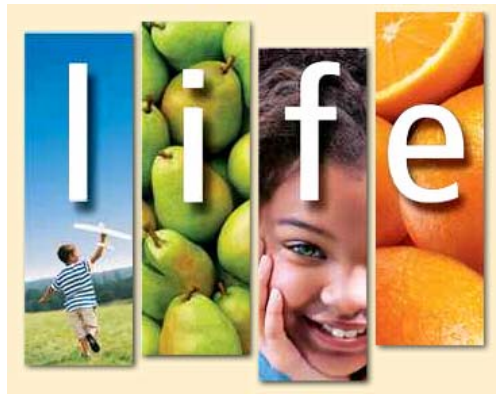


Safeway Supplier Handbook



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<http://suppliers.safeway.com/>

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SAFEWAY SUPPLIER HANDBOOK

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WELCOME

Thank you for your interest in business opportunities with Safeway. To our current suppliers, we are grateful that you have chosen to do business with us. To our potential new suppliers, we appreciate the opportunity to provide a bit of information about the Safeway supply experience. Safeway has a strong and continuing commitment to adding value to the world-class quality products that we jointly merchandise, by providing award-winning service to our customers. We are very excited to share this dynamic vision with our suppliers.

ABOUT SAFEWAY

Safeway Inc. is a Fortune 100 company and, based on sales, one of the largest food and drug retailers in North America. We operate 1,738 stores in the United States and Canada. The company's common stock is traded on the New York Stock Exchange under the symbol SWY



*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 ongoing 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 used solely for its intended purpose. Sample forms can be obtained by clicking on the hyperlinks within this handbook. 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 [click here](#) to download current versions of these forms and to obtain Safeway's most current policies and procedures.

*For Consumer Brands, please refer to the [Consumer Brands Handbook](#) for additional information.

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 Consumer Demand or Strategic Sourcing Representative ("CD/SSR") for the specific product(s) you wish to present. If the CD/SSR decides to further explore or pursue a potential business relationship, he or she may provide additional information and procedures, as appropriate.

<p>Safeway Inc. Corporate Offices 5918 Stoneridge Mall Road Pleasanton, CA 94588-3229 Telephone # : (925) 467-3000</p>
<p><i>Non-Perishables, Central Procurement, Perishables (Meat/Seafood, Produce, Floral, Bakerv. Deli/Foodservice. Fuel)</i></p>

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 and corporate responsibility programs, and a current listing of retail accounts in which your product is retailed.

If the CD/SSR contacts your company with a request for a meeting, please bring the information described in the following sections (Requirements for New Supplier Set-Up and Requirements for New Item Approval Set-Up) 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 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](#) 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/Terms and Conditions form \("CCG"\)](#)

(We require an "original" signature on this form.)

3. A signed [Certificate of Liability Insurance](#) ("COI", formerly known as "POI") and [Broad Form Vendor's Endorsement](#) (ISO Form CG 2015).

Suppliers are expected to submit an updated Certificate of Liability Insurance whenever coverage is renewed or materially altered, and must maintain a current copy of the Certificate of Liability Insurance ("COI") and Broad Form Vendor's Endorsement (ISO CG 2015 or industry equivalent) on file with Safeway's Risk Management Department. These can be mailed to Safeway at the following address:

Safeway Inc.
ATTN: Risk Management
Mail Stop #A100
5918 Stoneridge Mall Road
Pleasanton, CA 94588-3299

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

The Certificate of Liability Insurance should reflect at least the following minimum coverage and limits:

- General Liability: Two Million Dollar single limit per occurrence.
- Automobile Liability (if applicable): Two Million Dollar single limit per accident.
- Workers Compensation in accordance with all applicable statutes, with Employer's Liability coverage of Two Million Dollars per Accident.
- General Aggregate limit: \$4 M
- Products & Completed Operations Aggregate limit: \$4 M

Safeway may require higher limits and/or different coverage for certain products or operations.

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. Please note that, in order to avoid a fifty dollar per invoice processing fee, invoices should be submitted via our EDS invoicing system.

5. Completed [Mutual Non-Disclosure Agreement](#).

6. All warehouse suppliers supplying any item covered by the [Bioterrorism Preparedness and Response Act of 2002](#) (the "Bioterrorism Act") must provide the following:

- An affirmative statement of FDA facility registration compliance
- A [sample](#) of completed bill of lading for warehouse delivery that contains, for each covered item, the following pieces of information (as required under Title III Section 306 of the Bioterrorism Act and regulations thereunder):

NOTE: A sample of completed bill of lading must be provided for ALL locations shipping product to Safeway.

- Transporter firm's name; address; telephone; fax number and/or email address
- Type of food, including brand name and specific variety (e.g. Brand X cheddar cheese, not just cheese - romaine lettuce, not just lettuce)
- Quantity and type of packaging (e.g., 24 - 12 oz. bottles)

7. A completed [NAFTA](#) certificate.

Note:

- The Continuing Commodity Guaranty and Indemnity Agreement ("CCG") and Certificate of Liability Insurance ("COI") are mandatory for all suppliers. In order to complete supplier qualification, these documents must be presented to the Consumer Demand or Strategic Sourcing Representative ("CD/SSR") at or before the time of appointment.
- There may be additional forms required for Direct Delivery Suppliers ("DSD") upon acceptance. Please check with the CD/SSR for other prerequisites.
- An affirmative statement of FDA registration and a sample of completed bill of lading with the required level of detail must be submitted and be on file before items covered by the Bioterrorism Preparedness and Response Act of 2002 will be accepted.
- Suppliers must provide a NAFTA certificate with the harmonized codes for imports / exports within Canada, USA and Mexico. Suppliers must accurately disclose the country of origin for the items.

*For Consumer Brands, please refer to the [Consumer Brands Handbook](#) .

Requirements for New Item Approval Set-Up

New items must be reviewed and approved by Safeway's Consumer Demand or Strategic Sourcing Representative ("CD/SSR"). When you first meet with the representative, please bring the following information:

- The key features and benefits of the product(s).
- The forecasted units per store per week for each product.
- Projected sales and profits

- Marketing, advertising and promotion plans for your product(s).
- Any promotional allowances available to support new item launch.
- The promotional allowances available to support an ongoing marketing program.
- IRI/Nielsen market data where available and applicable.
- The target customer for your product(s).
- Recommended product placement in schematic.
- Sales history of your product and where it is sold today.

Once the item has been reviewed and forecasted performance agreed upon, a completed [New Item Presentation Form\(s\) \("eNIF"\)](#), including cost, should be submitted to the Safeway CD/SSR.

When the item has been assigned a Corporate Item Code (CIC), log-on to Edeals and complete a "Notice of Promotional Allowances" form. Click here for [Notice\(s\) of Promotion Allowance Instructions](#). If you do not yet have an Edeals account, please contact Edeals customer service at customerservice@demandtec.com to set one up.

Requirements for Product Samples

Please review [Gladson Interactive](#) for product sample requirements when introducing a new item to Safeway.

UNDERSTANDING SAFEWAY/SUPPLIER BUSINESS RELATIONSHIP

Diversity

Navigating a large company can be daunting for a new company, especially when it comes to determining who handles buying decisions. Our supplier diversity initiative was created to provide some needed guidance to facilitate this process. 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 encourage minority- and women-owned businesses to take advantage of opportunities we provide to join our large list of suppliers for both goods and services. With a few exceptions, Safeway handles purchasing of goods and services at our corporate headquarters, so our headquarters sourcing team will provide your best point of entry.

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, one of the most important of which is the development of minority manufacturers within those communities. We will continue to take great strides toward 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 is at least 51% owned by women, and whose management and daily business operations are controlled by one or more women or members of minority groups.

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

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

Gift and Gratuity Policy

Safeway’s Code of Business Conduct (“Safeway’s Code”) contains strict provisions governing relations with suppliers.

Safeway employees 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.

Universal Product Code (U.P.C.)

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 (“U.P.C.”) for each of their items, understand the bar coding process, and be compliant with applicable standards.

GS1 is a leading global organization dedicated to the design and implementation of global standards and solutions to improve the efficiency and visibility of supply and demand chains globally and across sectors. The GS1 standards are the most widely used supply chain standards in the world. Contact GS1 at 1-609-620-0200, email: info@gs1us.org or visit <http://www.gs1us.org> for information, guidelines, and U.P.C. registration materials.

Timely notification of product changes is equally important. All product changes must comply with GS1 guidelines. Some of the common problems identified at Safeway include:

- Supplier using the same U.P.C. case code when product has changed (including pack size changes).
- Supplier changing the U.P.C. number without notifying Safeway.
- Pack size or carton quantity being changed without notification.
- Barcode printing (on merchandise, cases, and/or pallets) of poor quality that will not scan.

- No U.P.C. on merchandise, cases, and/or pallets.

Electronic Data Interchange (EDI)

Safeway has achieved a reputation for leadership in lowering operating costs through technology optimization, and for extending these cost-reduction opportunities to its suppliers. EDI enables exchange of business documents in an economical, accurate and expedited manner. Based upon our belief that EDI enhances efficiency for everyone, Safeway encourages its suppliers to develop the ability to exchange EDI transactions with us. Our Electronic Data Services (EDS) Department can assist you with EDI implementation.

Safeway expects all new suppliers to be EDI compliant within the first ninety days after appointment.

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

Common Outbound Transactions

Transaction Description	Function Identifier Code	EDI Transaction Code
Purchase Order	OG/PO	875, 850
Product Activity Data	PD	852
Application Advice	AG	824
Delivery/Return Base Record for DSD	DX	894
Payment Order/Remittance Advice and Application Control Totals	RA/CT	820, 831
Planning and Forecast Schedule	PS	830
Functional Acknowledgment	FA	997

Common Inbound Transactions

Transaction Description	Function Identifier Code	EDI Transaction Code
Invoices	GP/IN	880, 810
Product Acknowledgment	PR	855
Delivery/Return Acknowledgment or Adjustment for DSD	DX	895
Functional Acknowledgment	FA	997

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. Safeway connects to our EDI partners exclusively through AS2, adhering to the EDIINT standards. EDIINT stipulates a secure encrypted and digitally signed method of communicating over the Internet and provides non-repudiation of the delivery of the messages.

If a supplier employs a VAN to send data to Safeway, the supplier’s VAN should forward the data via its AS2 connection with Safeway. Likewise, when Safeway has data to be sent to a supplier and the supplier has designated a VAN, Safeway will forward the data to the designated VAN. Since Safeway does not employ a VAN, some VANs may charge the supplier a premium for handling data transmission.

Alternatively, Safeway offers AS2 communication to our suppliers, providing savings for our supplier by eliminating the VAN cost. For details on how to connect with Safeway via AS2, [click here](#).

How to get started with EDI to Safeway

If you already have EDI capability, you will need to establish a “trading partnership” with Safeway and to test that relationship. If you do not have EDI capability, you may want to engage an EDI software providers/consultants to assist you to connect with Safeway via EDI. These providers offer a variety of software and service solutions that are in use by current suppliers of Safeway.

We suggest that you download the appropriate Implementation Guides for the transactions you will be communicating to Safeway. In addition to the guides, you will need to complete the Trading Partner Information Form. [Click here](#) to access the form.

After Safeway’s EDS analyst receives the completed Trading Partner Information Form, we will provide you a list of item codes (U.P.C.s) being used by your company with Safeway. Upon receiving the list of U.P.C.s, you should verify their accuracy and, if necessary, request correction of any errors before we exchange Purchase Orders and Invoices using these U.P.C.s.

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 Safeway send a test PO to confirm the PO is processed correctly in your order processing application. We can set the system indicators to provide parallel POs to you both in EDI and by fax.

Safeway sends EDI POs directly to our suppliers. It is the responsibility of the supplier to provide a copy of Safeway’s PO 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 (FA) to Safeway to confirm each transaction. Safeway requires that FAs be returned for each transaction that Safeway sends you. The terms and conditions applicable to EDI POs are the same as those applicable to hardcopy POs, and are described in [Safeway’s Continuing Commodity Guaranty and Indemnity Agreement, form 1060](#) (which supersedes Form 662).

Sending Invoices (880 or 810) to Safeway

Safeway’s EDI invoice goal is to reach a no-touch payment process. Therefore, *in order to avoid a fifty dollar per invoice processing fee, invoices should be submitted via our EDS invoicing system.*

Systematically a Supplier’s invoice is first validated for syntax errors and then against the received warehouse load. If the initial validation finds critical errors, the sender is immediately notified. This allows for faster payment turn around.

Testing is performed by our EDS Analyst based either on the test purchase order or a live order. Most Suppliers pass the testing criteria on the first EDI invoice. The second test is with live invoices and Safeway’s Accounts Payable Department. Details and progress are clearly communicated by our EDS Analyst and Accounts Payable.

Note: supplier must accept and acknowledge the 824 Application Advice transactions in order to be moved to production mode under EDI.

Application Advice

If a supplier sends an invoice to Safeway with incorrect data, Safeway will respond with an EDI 824 Application Advice. This Application Advice will include an error message indicating the specific critical error(s) on the invoice. After reviewing the error message, the supplier must correct the error(s) and re-send the invoice. In addition to the error message, the Application Advice will provide contact information which you can use for assistance in resolving the error message. You must submit a system generated EDI 997 acknowledgement to Safeway for each 824 transaction.

B2B eCommerce Contact Information

Department Contact Information

Mailing Address

SAFEWAY SUPPLIER SUPPORT
Business to Business eCommerce Department
5918 Stoneridge Mall Road
Pleasanton, CA 94588-3229

General Information

- B2B Department Hotline: 925-467-3197
- B2B Fax Line: (925) 469-7060
- B2B Department E-Mail: ecredi@safeway.com
- Email for Supplier related questions or issues: supplier.support@safeway.com
- Safeway B2B Web Site: [Click Here](#)
- Safeway B2B Contact List: [Click Here](#)

Other Technology Initiatives at Safeway

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 opportunities to deliver efficiencies and drive costs down for our suppliers that use this system.

Data Synchronization

Data Synchronization is an industry-standard method of ensuring, between suppliers and retailers, that product data is current and accurate. To find out more about the benefits of this program and how it can help streamline your supply chain processes and reduce operational costs, go to [Safeway’s Synchronization Program](#).

CURRENT SUPPLIERS: Ongoing Successful Business

This section provides information for Safeway’s existing suppliers concerning U.P.C. 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)

Please see Safeway’s [COI](#) and [Broad Form Vendor’s Endorsement](#) requirements.

Labeling Laws

Safeway requires its suppliers to fully comply with all applicable Federal, State and local laws. Specific examples include, but are not limited to: the Federal Food, Drug and Cosmetic Act, the Consumer Product Safety Act, California Proposition 65, Country of Origin Labeling, OSHA, Federal and State EPA, etc.

In addition, because Safeway is reliant on its suppliers for the information necessary to assure compliance with COOL, Safeway requires compliance with certain procedures to assure accurate reporting of countries of origin for covered commodities.



California Proposition 65 Warranty

California’s Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code Section 25249.5 et seq., commonly known as “Proposition 65,” requires that anyone who, in the course of doing business in California, knowingly or intentionally exposes an individual to a chemical known to the State to cause cancer or reproductive toxicity must first give clear and reasonable warning of the presence of such chemicals. Pursuant to this warranty agreement, responsibility for warning consumers (in the case of consumer products) is that of the manufacturer or packager, and not the retailer.

The Continuing Commodity Guarantee (“[CCG](#)”) which you have delivered or will deliver to us, as well as the implied warranty of merchantability covering all products we purchase from you, will serve to confirm and to put you on notice that Safeway Inc. will hold you fully responsible for compliance (both as to product content and notice requirement) with all of the requirements of Proposition 65 with respect to all products that Safeway Inc. may purchase from you or receive by consignment. By signing the [CCG](#), you agree (among other things) to assume such responsibility and to indemnify and hold Safeway harmless from and against all liability, costs and expenses (including reasonable attorneys’ fees) that may be incurred by Safeway by reason of any claim brought against Safeway under, or in connection with, Proposition 65 with respect to any product(s) you supply to Safeway.

In the event you supply Safeway with product that contains a chemical listed by the State of California pursuant to Proposition 65 (which is not exempt from the warning requirement under Section 25249.10) you agree to advise Safeway in writing of the following: the product name; the listed chemical involved; and the warning statement that you are providing with the product.

Direct Store Delivery Authorization

Suppliers who will be delivering product directly to Safeway retail stores must complete [the DSD Authorization Worksheet](#) when they complete a [New Item Presentation Form \(“eNIF”\)](#). The eNIF application will require this form to be uploaded before the item can be submitted. Completing this worksheet helps to maintain data integrity and to assure proper payment. Please be sure to follow the instructions and sample forms that are included with the downloadable file.

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 U.P.C. Change (Sales portion)	Yes	Consumer Demand/Strategic Sourcing Representative
Product Description Change (change in product formula)	Yes	Consumer Demand/Strategic Sourcing Representative
Case Configuration Change (pack or inner pack)	Yes	Consumer Demand/Strategic Sourcing Representative
Product Size Change (20% or more change)	Yes	Consumer Demand/Strategic Sourcing Representative
Case U.P.C.* (non-uniform across distribution network)	Yes	Consumer Demand/Strategic Sourcing Representative
Consumer Unit U.P.C. Change (Manufacturer portion only)	No	Consumer Demand/Strategic Sourcing Representative
Product Description Change (no change to product formula)	No	Consumer Demand/Strategic Sourcing Representative

Product Size Change (less than 20% change)	No	Consumer Demand/Strategic Sourcing Representative
Case Weight Change	No	Supply Chain Operations Analyst
Case Cube Change	No	Supply Chain Operations Analyst
Pallet Ti/Hi Change	No	Supply Chain Operations Analyst
Case U.P.C.* (uniform across entire distribution network)	No	Supply Chain Operations Analyst
Consumer U.P.C. initially set up incorrectly (i.e. numbers are transposed)	No	Supply Chain Operations Analyst

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

Items submitted for approval by the Consumer Demand Strategic Sourcing Representative will be treated as "new items." Supplier will be required to fill out Safeway's New Item Presentation Form (["eNIF"](#)), 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 that may cause item rejection. Supplier should be vigilant to avoid these mistakes:

- ♦ Using the same U.P.C. case code for product that has changed.
- ♦ Changing the U.P.C. code without notifying Safeway.
- ♦ Changing pack size or carton quantity without notifying Safeway.
- ♦ Barcodes of poor quality that will not scan.
- ♦ U.P.C. not appearing on merchandise (other than random weight).

Important Note: All product changes must comply with GS1 guidelines.

*For Consumer Brands, please refer to the [Consumer Brands Handbook](#) for additional information.

Cost Changes*

Safeway requires a thirty (30)-day minimum advance notice for all cost increases. In the event of a cost reduction, Safeway reserves the right to require reimbursement of the cost differential ("price protection") for all inventory of affected products then in stock.

- Obtain and complete [Cost Change Form](#) and submit to the Categories for approval.

*For Consumer Brands, please refer to the [Consumer Brands Handbook](#).

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 Consumer Demand or Strategic Sourcing Representative ("CD/SSR") as soon as such information becomes available, as follows:

- In order to maintain efficient collaboration with our suppliers and to minimize paper-based manual processing, Safeway will accept our Notices of Promotion Allowances, better known as NOPAs, only through our Edeals internet portal. The web address to access Edeals is <http://edeals.safeway.com/>. In the initial Edeals login screen, new suppliers should click on the "create vendor account" link and go through the self-registration process. If you have questions, please contact Edeals customer service at (925) 460-9120 or e-mail customerservice@demandtec.com
- Click here for [NOPA sample](#) and [instructions](#).



Best Practices Letter(s)

These letters are to provide you, our suppliers, with our current procedures, information, and billing guidelines for promotional allowances, in our efforts to establish consistent best practices.

[Warehouse/DSD Best Practice Billing Letter](#) (Revised 09/22/2009)

[NOPA – Product Placement Letter](#) (Revised 01/21/09)

Product Recall or Withdrawal for National Brands*

Please review our [CCG](#), Section IX, for our policy regarding Product Recall or Withdrawal.

To report all recalls or withdrawals, complete Safeway's Product Recall and Withdrawal Vendor Process form found at http://suppliers.safeway.com/pdf/product_recall_process.pdf and then call the Product Defect Hotline, below.

**Product Defect Hotline
Phone (623) 869-5101**

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. U.P.C.#
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)

*For Consumer Brands, please refer to the [Consumer Brands Handbook](#).

Corporate Reclamation Policy

Safeway's unsalables 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 policy acknowledges our goals:

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

To maintain ongoing efforts toward reduction of unsalable goods.

To maximize efficiency and minimize costs of reclamation.

To bill for unsalables within the guidelines of the current agreement between Safeway and suppliers.

To promote ongoing working relationships with suppliers and review industry best practices, taking advantage of available unsalable 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 unsalable goods. Our efforts have dramatically reduced our reclamation center costs. Because we seek to recover reasonable offsets for these expenses, our invoices incorporate our actual vendor list 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 costs, post-damage costs, and reclamation center 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 unsalable goods from the shelf and transport them to the reclamation facility. The average value derived by the Joint Industry Report study, 11.1 cents per consumer package, is used.

Reclamation center costs are those actual expenses we incur to have an unsalables 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, as appropriate, to the base reclamation center cost-per-item fee to determine total Reclamation Center Costs:

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 in 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 generally collected by deduction from accounts payable to supplier (invoices).

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) 469-7107.

Each warehouse vendor, and all vendors that will use the Product Reclamation Center, must complete the [Reclamation Disposition Agreement](#) during set-up..

ORDER PROCESSING/DISTRIBUTION

For Delivery to Store Direct (DSD)

In a Direct Store Delivery (DSD) arrangement, as its name implies, the supplier is responsible for delivering merchandise directly to our stores, and is, in most cases, also responsible for merchandising that product (in accordance with Safeway guidelines, including plan-o-grams and Optura), and for ordering and stocking replenishment goods. Receiving days and times will vary by store. *A DSD arrangement might also provide for ordering of merchandise by store personnel.*

Obviously, in deference to our customers, we expect supplier personnel and contractors to comply with certain behavior and dress standards while on our store premises. We therefore reserve the right to exclude individuals that fail to comply.

Further information is available through Supply Chain DSD / BDR or contact Store Manager or Inventory Control Clerk.

DISTRIBUTION

Distribution Centers

[Click here](#) for the list of Safeway Distribution Centers.

Distribution Centers Receiving Times

[Click here](#) for a list of receiving times for each Safeway Distribution Center.

Perishable Product Temperature Receiving Parameters

Safeway companies enforces vendor shipping & receiving temperature requirements described herein for all shipments of products ("Product") delivered to any company distribution center or store. Product labeled as fresh must not be frozen at any time prior to final sale.

Products that do not meet the required temperature shall be rejected at the point of inspection.

[Click here](#) for a copy of Safeway's shipping temperature parameters.

Minimum Acceptable Shelf Life at Time of Delivery to the Distribution Center

The information contained in this [document](#) is designed to detail minimum shelf life receiving requirements for Safeway division distribution centers. When noted, the receiving requirement for both consolidation and division distribution centers has been provided; however, it is the responsibility of the Supplier to note when a consolidation or forwarding warehouse is to be used and to plan accordingly. Every effort will be made to update the standard operating procedure with specific forwarding/third party warehousing requirements as requested.

Requirements For Case Labeling

1. All cases must be of adequate strength to protect the retail package during both warehousing and shipping. Cases shall be sized and packed to prevent undue movement that might scuff or damage product, labels, containers, or closures. Dividers shall be utilized if required for stacking strength or to reduce container-to-container contact. Pallet patterns must be designed to provide stability and to prevent damage to product during shipment. Vendor will be responsible for developing stable case and pallet footprints and will take precautions necessary to minimize movement of product during shipment.
2. All cases **must** display the following:
 - a. Case UPC/Barcode – a barcode must be scan readable from a minimum of four (4) feet away. The only approved GTIN -14 barcode fonts are GS1-128 (previously referred to as UCC/EAN-128 or EAN-128) and ITF-14 (also known as Interleaved 2 of 5 or ITF).
 - b. Product UPC
 - c. Product name (Brand and Varietal copy)
 - d. Pack Count and Size
 - e. Best Before date
 - f. All legally required markings (Country of Origin, Federal Inspection emblems, Est. No., etc.) must be placed on cases and trays. *Country of Origin labeling must comply with the laws of the destination country (U.S. or Canada), as well as any applicable laws of the country of origin and*

any countries across which the product will be transshipped, and must address all covered commodities and imported items.

3. **The shipping case must be printed with the same date code and distribution clause as the retail package. Items that use a closed code on the retail package instead of a “Best before” date must include the best before date on the outside of the case (e.g. BB NOV 01 09 + closed code).** The “Best Before” date will be utilized for warehouse stock rotation. The code print type must be at least 1/2” (1.25 cm) high and legible so as to be easily visible in a warehouse environment (4 feet from product).
4. Pre-printed or print-on-line pressure-sensitive labels may be applied in lieu of direct ink application. Any applied label must meet content, positioning, and legibility requirements set forth in this standard.

Safeway Routing Guide

If you should have any questions in regards to securing transportation or Safeway’s current carrier partners please contact info.carrier.development@safeway.com.

LTL Process and Best Practices

[Click here](#) for the specifics regarding LTL charges and the process for ensuring proper payment.

Appointment Scheduling

Safeway distribution centers require the use of [One Network](#) Enterprise’s online web-based system to book delivery appointments (www.onenetwork.com). Safeway requires vendors who use third party carriers to contract with carriers who are One Network members to book delivery appointments via One Network. In the instance One Network application is down or experience issues, Safeway has provided a [web form](#) to assist carriers and vendors in scheduling appointments. For any freight delivered to C&S Upper Marlboro DC, please [click here](#) to book appointment.

Bills of Lading (BOL)

Each inbound delivery to a Safeway facility requires a complete and detailed BOL. This includes:

- Shipper (supplier) name and address.
- Consignee (Safeway destination) name and address.
- Case UPC
- Payment terms*
- Temperature requirements (if applicable)**.
- Quantity and clear description of products.
- Totals of packages.
- Total cube.
- Total gross weight.
- Safeway purchase order number
- Carrier name

BOLs may be handwritten, but must contain all the required information.

**Product temperature at time of loading must be verified by both driver and shipper and must be clearly documented on the BOL.

[Click here](#) for more information regarding Bills of Lading.



Safeway Pickup Loads (Backhauls)

If Safeway assigned drivers pick up backhauls from vendor and the driver is not allowed on the dock to verify counts, such shipment shall be under the condition "Shipper load and count". To avoid that condition, the driver must be allowed to count without detention charges applying; otherwise the load will be conditioned "Shipper load and count".

Driver Unload at Safeway Facility

All Safeway facilities are driver unload (with the exception of certain special programs and backhaul instances); this means the driver is responsible for unloading, sorting, segregating, and, if applicable, palletizing deliveries. Supplier can either hire the lumber service or, in some instances, use (at a fee at some locations) the warehouse equipment. Drivers must sign off on any Over/Short/Damages that are noted at the time of delivery. Dunnage is not to be left on Safeway docks.

Pallets

Safeway does not participate in any pallet exchange program; however we do accept rental pallets. Safeway will not provide pallets to drivers or suppliers. All pallets, including pallet pools, are required to meet minimum [specifications](#). Sub-standard pallets and associated goods will be rejected at the receiving dock. Unless otherwise agreed, all pallets must be GMA grade 1, 40X48, 4way entry. Cartons must not exceed the dimensions of the pallet (48 X 40). No floor stacking on trailers. Slip sheets must be pre-approved by Safeway Supply Chain Strategies. Exceptions for alternate pallet sizes for firm orders or displays must be authorized through Safeway Supply Chain Strategies. Refer to the purchase order, or contact the buyer, if you have questions regarding pallet configuration (TI x HI).

Safeway continues to review Supply Chain costs and options for goods handling into our Distribution Centers. The following process is an additional requirement to the vendors utilizing CHEP, Peco, iGPS or other rental pallets on shipments into all Safeway locations. [Rental Pallet Reporting Requirements](#).

Hazardous Materials

Hazardous materials must be properly labeled and supplier must provide required paperwork, including material safety data sheets.

Vendor Delivery Compliance

[Click here](#) for information on program requirements, performance measurements, weights and definitions for all product deliveries to our distribution centers.

NOTIFICATION OF SUPPLIER CHANGES

Merger, Acquisition and Divestiture of Product

Procedure

In order to assure that a supplier remains qualified and that payments are processed in a timely manner, Safeway requires sixty days advance notice of any changes to a supplier's 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 supplier's company letterhead and must be signed by a senior officer of supplier. The letter must contain the following information and must be mailed to the address set forth below:

- Supplier's old and new Company Names, Tax ID's and DUNS numbers
- Supplier's old and new Company Addresses
- Any change to Remit-To Address
- A description of the change transaction

Important Note:

- No changes can be made in Safeway's system until written notification is received.
- Failure to provide the required written notification may cause item rejections and payment delays.

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

Safeway Inc.
 Corporate Supply Chain B2B
 5918 Stoneridge Mall Road
 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. In such situations, you will be required to complete the new supplier and item set-up process, as previously set forth, to gain "approved supplier" status.

Refer to "[How to Become a New Safeway Supplier](#)" in this guide for instructions. [The Continuing Commodity Guaranty and Indemnity Agreement \("CCG"\)](#) and a [Certificate of Liability Insurance \("COI"\)](#), including a [Broad Form Vendor's Endorsement](#) (ISO Form CG 2015 or industry equivalent), are mandatory for a new supplier to be set up. These documents must be presented to the Consumer Demand or Strategic Sourcing Representative at or before the time of appointment. The [CCG](#) must have an "original" signature.

Other General Changes

Any changes to your phone, fax, address or changes of that sort must be communicated in writing to your Consumer Demand/Strategic Sourcing Representative ("CD/SSR").

NATIONAL ACCOUNTING SERVICE CENTER (NASC)(Revised)

Warehouse Accounts Payable

Invoice Requirements

Warehouse Accounts Payable handles invoice payments for deliveries to all of the Safeway and CPS Distribution Centers. EDI 810/880 Invoice transactions are required. Suppliers who send paper invoices will be subject to a processing fee of \$50 per invoice.

To ensure prompt payment of invoices, please comply with the following rules:

1. Do not combine multiple warehouse deliveries on one invoice.
2. Do not combine multiple purchase orders on a single invoice.

3. Prepare a separate invoice for any and all items with extended terms. (Even if mistakenly added to the same PO)
4. Do not date invoices prior to delivery unless shipped FOB origin.
5. Invoice only for the product(s) actually shipped.
6. Include a valid UPC for all items on the invoice.

IMPORTANT: To ensure accurate and timely payments, bill only for what is shipped and invoice at the same item costs listed on the PO.

Payment Policies

Payment Due Date Calculation

For product delivered FOB destination (freight prepaid), the invoice due date will be calculated based on the latter of the Receipt of Goods or the Invoice Date. Due dates for invoices shipped FOB origin will be based on the pick up date which should also be the Invoice date.

Cash Discount Calculations

If a cash discount is offered, Safeway will calculate the discount based on the gross invoice amount which excludes all off-invoice allowances. The amount of cash discount will be calculated based on the more favorable of the purchase order or invoice terms.

Shipping Discrepancies

Invoice deductions will be taken for shorted and/or damaged product discovered during the warehouse receiving process. In the event of backhauls and drop-trailer programs where inspection is not feasible upon delivery of the trailer, deductions will be made based on the counts taken when the trailer is unloaded.

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 and on discontinued products and suppliers.

EFT (Electronic Funds Transfer)

Safeway prefers to pay via EFT, but retains the ability to issue paper checks. The benefits of EFT are: (1) checks are not delayed or lost in the mail; (2) cash is deposited directly to the correct bank account; and (3) an electronic EDI remittance advice is sent to detail the fund transfer. In order to convert from paper check to EFT payments, suppliers must meet the requirements listed below:

- Currently receiving EDI purchase orders from Safeway and transmitting invoices back via EDI.
- Offer Safeway an additional cash discount amount or additional invoice dating to compensate for check mail float.
- Agree that when due dates fall on weekends or holidays the EFT payment will be processed the next business day.
- Agree to “unbundled” transactions. This means that an 820 Remittance advice is sent directly to the supplier via an EDI Van Service Provider and the payment is sent to the supplier's bank. These are two separate transactions.
- Must be capable to receive an EDI 820 Remittance.
- Must be capable to return a 997 Acknowledgement when receiving an 820 Remittance Form. Functional Acknowledgement 997 is standard EDI protocol.

Warehouse vendors interested in receiving payments via EFT should send their EFT payment terms and banking information to Kristal.Macias@Safeway.com.

Payment “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 will be made to Safeway’s data file until written notification has been received. Failure to provide this information may result in delayed payments.

Supplier Inquiries and Correspondence

Supplier inquiries regarding Accounts Payable transactions, balances, and discrepancies should be directed to the Accounts Payable website at <http://safeway.firstvendor.apexanalytix.com>. The website is free of charge for Safeway suppliers.

The Safeway Inc. Accounts Payable inquiry website is designed to provide 24/7 online access to the status of invoices processed within the past six months. The tool has multiple query capabilities, such as invoice number, invoice date, invoice amount, payment number, payment date, purchase order, check remittance details, and location. A cash forecasting report is also available which enables vendors to view payments with future due dates. Other features include wild card search capabilities and the ability to download search results into Excel.

To access this new system simply log on to <http://safeway.firstvendor.apexanalytix.com> and follow the instructions. A Vendor AP Payee number will be needed at the time of registration as well as each time the website is accessed. This AP Payee Vendor number appears on each check remittance advice.

Important: Do not input leading zeros when entering your vendor ID and password.

Deduction Contact List and Codes within an Invoice Remittance Advice

Our accounts payable website also has a section which includes a list of contact information for different payment or deduction types. If you have a question please use one of email contacts listed in the website, <http://safeway.firstvendor.apexanalytix.com>

Suppliers may also submit inquiries in writing to the Warehouse Accounts Payable Department to:

Mail:

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

Fax:

(623) 869-6142

Please include any supporting documents in your correspondence and allow two to four 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 or telephone inquiries received on the same day.

Direct Store Delivery Accounts Payable Invoice Processing

Our DSD Accounts Payable Group processes invoice payments for product delivered by supplier (or supplier’s contractor) directly to U.S. Safeway stores. All DSD invoices are initially processed by the respective store’s Inventory Control Clerk (ICC) through our Back Door Receiving (BDR) system. At the end of the day, the ICC reconciles the daily DSD invoices in the BDR system and the data is loaded into our central accounts payable (AP) system. DSD suppliers are paid only on Fridays (unless a holiday falls on a Friday), in accordance with applicable payment terms. If a holiday falls on a Friday then checks would be issued to vendors on the next business day. All cost and allowance issues should be addressed with the supplier’s Consumer Demand contact.

DSD AP Invoice Requirements

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



1. All deliveries should be made through the back door of the store.
2. All deliveries must be made to the ICC or designated receiver on-duty.
3. All deliveries should be accompanied by an invoice.
4. Suppliers must take a copy of the closed DSD invoice as proof of delivery.

Direct Store Delivery AP Payment Policies

Payment Due Date Calculation

The due date will be calculated based on the Invoice Date. The Inventory Control Clerk (ICC) uses this date to process the invoice thru Back Door Receiving (BDR). Terms are applied in BDR. All DSD vendor checks are issued on Friday, unless such Friday is a holiday. All invoices with a due date on a weekend or holiday will be paid the next business day.

Cash Discount Calculations

Safeway will calculate cash discounts against the invoice's gross cost of merchandise.

Other Deductions

Safeway reserves the right to deduct from suppliers for allowances, bill backs, returns, and audits.

EFT (Electronic Funds Transfer)

Safeway prefers payments to be made via EFT rather than paper check. The benefits to EFT are (1) no checks are lost in the mail, (2) cash is deposited directly to your bank account, and (3) a remittance is sent directly to you prior to the funds transfer. In order for a supplier to convert from paper check to EFT payments, the supplier must meet the requirements listed below.

EFT Requirements

- DSD suppliers normally issued a check on Friday will receive funds in bank the following Wednesday.
- Supplier must agree to "unbundled" transactions. This means that an 820 Remittance form is sent directly to supplier via its EDI Van Service Provider and the payment is sent to supplier's bank. These are two separate transactions.
- Supplier must be able to receive an EDI 820 Remittance.
- Supplier must be able to return a 997 Acknowledgement when receiving an 820 Remittance Form. Functional Acknowledgement 997 is standard EDI protocol.

DSD vendors interested in participating in receiving payments via EDI should call (623) 869-3184.

Direct Store Delivery "Remit-To" Address Changes

Suppliers must communicate any "Remit To" address changes 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 Safeway has received written notification. 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 \("COL"\)](#) and [Broad Form Vendor's Endorsement](#) (ISO Form CG 2015 or industry equivalent) are mandatory for new suppliers. These documents must be presented to the Consumer Demand or Strategic Sourcing Representative 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 suppliers may cause payments to be delayed.

Supplier Payment and Deduction Inquiries

Supplier inquiries regarding Accounts Payable transactions, balances, and discrepancies should be directed to the accounts payable website. The website is free of charge for Safeway suppliers.

The Safeway Inc. accounts payable inquiry website provides 24/7 online access to the status of invoices received and processed within the past six months. The tool has multiple query capabilities, such as invoice number, invoice date, invoice amount, payment number, payment date, purchase order, check remittance details, and location. A cash forecasting report is also available which enables suppliers to view payments with future due dates. Other features include wild card search capabilities and the ability to download search results into Excel.

To access this new system simply log on to <http://safeway.firstvendor.apexanalytix.com> and follow the instructions on our website. Please have your Vendor number available at the time of registration. Your vendor ID and password to log into the application are the same as your vendor number. Vendor numbers are located on your company's check remittance advice.

Important: Do not input leading zeros when entering your vendor ID and password. You can also send questions via email to: DSD.Vendor.Inquiries@safeway.com

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 Dept.

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 DSD Accounts Payable Department.

Accounts Receivable Lock Box

Safeway
P.O. Box 60000
File# 72905
San Francisco, CA 94160-2905