



Canada Supplier Policies & Guidelines

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1 Introduction

This UNFI Supplier Policies document outlines the expectations and requirements for doing business in Canada with United Natural Foods, Inc. and its affiliate UNFI Canada, Inc. (together, “UNFI”).

UNFI offers many successful promotional and marketing vehicles to support your Products to the trade and to consumers. Your UNFI Supplier Relationship Manager (“SRM”) will be able to give you comprehensive information on these programs.

The policies outlined and described in this document supersede any conflicting policies submitted by Supplier(s) to UNFI unless special exceptions have been made in writing by an authorized member of UNFI management.

2 UNFI Canada Contact List

UNFI Canada Website	www.unfi.ca
UNFI USA Website	www.unfi.com
UNFI Canada Headquarters	UNFI Canada Grocery Central 8755 Keele Street Concord, ON, Canada L4K 2N1
UNFI Canada Western Region	UNFI Canada Grocery West 153-12757 Vulcan Way Richmond, BC, Canada V6V 3C8
UNFI Canada Quebec Region	UNFI Canada Grocery East 6600 boul. Thimens Montréal, QC H4S 1S5
Deductions	Enquiries: CanadaSupplierEnquiries@unfi.com Claims: CanadaSupplierClaims@unfi.com
Invoices	All invoices: CanadaSupplierInvoices@unfi.com
New Item Form Submission	Submit to Supplier Relationship Manager
Pack Changes	Submit to Supplier Relationship Manager
Price Changes	Submit to Supplier Relationship Manager
Product Images and Information Updates <i>Send actual Product samples, electronic files of ingredients, nutritional data, Product photo, logo and key selling points, as listed on the required information page found in the Supplier Packet to the SRM.</i>	Submit to Supplier Relationship Manager
Product Recalls <i>Product Recall information must be sent by email only</i>	cdnbuyersall@unfi.com

3 Definitions

In these policies, the below terms are used as follows:

- “Consumer” means any entity or person who buys from UNFI’s Customer (as defined below)
- “Customer” means any entity that purchases Products from UNFI
- “Product(s)” means goods, including, but not limited to, foods, perishables, consumables, dry goods, personal care items, nutritional supplements, vitamins, non-food items and pet supplies
- “Supplier” means the entity that supplies UNFI with Products
- “SRM” means UNFI Supplier Relationship Manager

4 General Policies and Guidelines

All forms and accompanying information must be completed and returned to your UNFI SRM.

A. Terms of Payment

UNFI requires payment terms of 2%, 10 days, net 30 from the date UNFI receives the invoice, the date the Supplier's invoice is post-marked or from the date UNFI receives the Product, whichever is later. Payment of initial invoices will be made 60 days after receipt of initial orders and SRM approval. All appropriate deductions will be deducted from Supplier payment(s) by UNFI. If UNFI cannot deduct amounts due to it by Supplier within 30 days, UNFI will bill Supplier. Any such amounts billed shall be due immediately.

UNFI may offset amounts due to Supplier with amounts due by Supplier to UNFI.

B. Invoices

Please send invoices to:

Grocery West: CanadaSupplierInvoices@unfi.com

Grocery Central: CanadaSupplierInvoices@unfi.com

Grocery East: CanadaSupplierInvoices@unfi.com

UNFI reserves the right to conduct 3rd party audits on our Accounts Payable records and execute justified deductions as necessary.

All allowances offered “off invoice” must be reflected on the invoice.

- Note that Pricing may change due to market conditions, and 120 days’ written notice to UNFI is required on all price changes. Changes in pricing will be reflected on the Purchase Order. When Supplier requests a price change, it is Supplier’s responsibility to email the UNFI Buyer and request adjustment to the price(s) on any previously acknowledged Purchase Order(s) and to then acknowledge the revised Purchase Order(s) by confirming quantities and pricing. When a P.O., previously accepted by the Supplier, conflicts with an Invoice or any other documentation, UNFI reserves the right to have the P.O. price prevail.

C. Genetically Modified Organisms (GMOs)

UNFI supports sustainable agriculture and organic farming and is very concerned about the proliferation of genetically modified organisms in foods. UNFI supports a moratorium on the use of GMOs until more in-depth research on their long-range consequences is completed. UNFI encourages its Suppliers to require independent third party non-GMO verification from their own suppliers and to use only ingredients that have not been genetically modified.

D. Quality Assurance

Annually Supplier shall provide UNFI with a copy of Supplier's most recent food safety audit as performed by an independent third party. UNFI will treat said documents as Confidential. Notwithstanding however, UNFI reserves the right to, and Supplier acknowledges that UNFI may, share these documents with UNFI's Customer when requested.

Upon UNFI's request, with respect to consumable/food Products, Supplier must provide UNFI with the results of any sanitation or food safety audits made by or for Supplier during the term of Supplier's relationship with UNFI related to any facility. Supplier must notify UNFI immediately of any third party food safety or sanitation audits or analyses that indicate the presence of (i) any biological hazards, such as *Listeria monocytogenes*, *Salmonella*, *E. coli*, *E. coli* 0157:H7 or other harmful or pathogenic bacteriological, viral or fungal presence, (ii) any chemical hazards, or (iii) any physical hazards in any facilities or the Products or any of Supplier's other products manufactured at the facilities during the term of Supplier's relationship with UNFI.

UNFI must be informed immediately of any potential non-routine inspection by any federal, provincial, or local government agency in connection with the facilities or Products that reveal a major food safety or sanitation deficiency, a possible recall, or a labeling or allergen alert, and provide UNFI with a copy of any reports related thereto. These agencies include, but are not limited to, the FDA, the Canadian Food Inspection Agency (the "CFIA"), provincial, territorial or municipal inspection agencies, organic certifications agencies, kosher certifications agencies, and nut-free facility certifications.

UNFI will not treat any of the above information as confidential and may provide such information to its Customers upon request.

E. Temperature Testing

To adhere to UNFI's HACCP requirements, all perishable and frozen Products delivered to a UNFI facility must, when delivered, satisfy certain temperature requirements.

All chill Products	$+1^{\circ}\text{C} \leq X \leq +4^{\circ}\text{C}$
Dairy and soy ice cream Products	$X \leq -18^{\circ}\text{C}$
All other frozen Products	$X \leq -12^{\circ}\text{C}$

Receivers at UNFI's facilities will verify the temperature of perishable and frozen Products and eggs by non-invasively probing the exterior packaging of a sample of the Product. In the event that the temperature of the exterior packaging exceeds the limit specified above, the UNFI receiver will open the exterior packaging to probe the actual Product. If the temperature of the actual

Product exceeds the acceptable limit specified above, UNFI will refuse Supplier's entire shipment of such Product, which may not be re-delivered to UNFI at any time.

F. Disclosure of Supply Chain Information

Suppliers must have traceability systems in place that track Product from its source. UNFI may require Suppliers to conduct annual traceability exercises and provide the results to UNFI. UNFI may also require Suppliers to identify the country, and the specific region of such country, where each of the ingredients, components or parts of Supplier's Product are grown, produced and/or manufactured. In the event of an actual or contemplated product recall, withdrawal or other similar circumstances affecting Supplier's Product or other products that are of the same sort or similar to Supplier's Product and upon request from UNFI, Supplier shall promptly identify the direct supplier or source of any of the ingredients, components or parts of Supplier's Product. Supplier further agrees that UNFI may provide such information to its Customers upon request from such Customers.

Suppliers must conduct vulnerability assessments for fraud and/or substitutions of products as to each of their own suppliers at least annually or when new issues arise.

In order to allow both Supplier and UNFI to be able to definitively trace the source of Products as well as the place and time of their processing, all Products must bear a unique lot or batch number that isolates the processing of Products between sanitation efforts. Products produced in a facility or through a process that does not undergo sanitation must be designated by field and harvest date.

G. Compliance with Anti-Slavery and Human Trafficking Laws

UNFI requires its Suppliers to disclose their efforts to combat human trafficking and forced labor in their own direct supply chains.

Specifically, each Supplier must certify that:

1. It verifies its Product supply chains to evaluate and address risks of human trafficking and slavery (and will disclose to UNFI whether a third party conducted the verification)
2. It audits its own suppliers to evaluate compliance with Supplier's company standards (and will specify to UNFI whether the audits are independent and unannounced)
3. It requires its direct suppliers to certify that the products they provide to Supplier comply with the laws of the country in which the supplier does business
4. It maintains internal accountability standards for employees and contractors concerning human trafficking and slavery
5. It ensures that Supplier employees and management responsible for supply chain management are trained to identify human trafficking and slavery and how to mitigate risks within supply chains.

Each Supplier must also certify that it and all employees and agents involved in the manufacturing, processing or delivery of the Products strictly adhere to all applicable federal, provincial and local laws, regulations and prohibitions of Canada, its territories and all countries in which the Product is produced or delivered with respect to the operation of their production facilities and their other business and labor practices, and comply with existing local and federal

laws regarding slavery and human trafficking in the country or countries in which UNFI's business with Supplier is being conducted.

H. Compliance with Laws

UNFI requires that (1) all Products are manufactured, packaged, labeled, packed, shipped and invoiced in compliance with the applicable requirements of federal, provincial and local laws, regulations, ordinances and administrative orders and rules of Canada, and the applicable provinces thereof (as well as all other countries in which the Product is manufactured) including, but not limited to the Consumer Packaging and Labelling Act, the Textile Labeling Act, the Transportation of Dangerous Goods Act, the Competition Act and such other laws, regulations, ordinances and administrative orders and rules related to or governing: (i) environmental protection, health, safety, flammability, (ii) price discrimination; (iii) employment standards; (iv) labelling, including language or bilingual, nutrition, metric weights, additives, highlighted ingredients, and health claim requirements; and (v) taxation, including but not limited to the obligation of importers to pay all applicable taxes, such as environmental or recycling taxes and levees; (2) UNFI Suppliers are aware of, and comply with all applicable laws, rules and regulations regarding food safety, including, but not limited to, the Food and Drugs Act and the Food and Drugs Regulations and similar laws, rules and regulations; (3) all Products are i) not unfit, harmful or adulterated within the meaning of the Food and Drugs Act, where applicable; ii) not articles that are prohibited, under the Food and Drugs Act; iii) not prohibited under any public health, safety or environmental laws, or any other laws, regulations or ordinances of any province, municipality or other government authority which are applicable to such shipment or delivery; iv) merchantable and fit for their intended purpose, and will pass without objection in trade; (v) compliant with all applicable provisions of the Canada Agricultural Products Act ("CAPA"), Meat Inspection Act ("MIA") and Fish Inspection Act ("FIA"), including all applicable rules and regulations adopted under each Act; (vi) compliant with the Canadian Food Inspection Agency Act; and (v) compliant with the pending Safe Food for Canadians Act (once that Act is enacted); and (4) all non-food products (i) conform to the specifications for such Product; (i) are merchantable; (iii) are free from defects in workmanship, materials and packaging; (iv) are free from defects in construction and design; (v) are fit and sufficient for the purpose for which they intended and/or which is stated on any packaging, labeling or advertising; (vi) are equivalent in materials, quality, fit, finish, workmanship, performance and design to any samples submitted to and approved by UNFI and (vii) are manufactured, stored, shipped and labeled in accordance with all applicable laws and regulations.

I. Pesticides and Product Registration

1. A pesticide is defined as any substance intended to control, destroy, repel, or attract a pest. Any living organism that causes damage or economic loss or transmits or produces disease may be the target pest. Pests can be animals (e.g. insects or mice), unwanted plants (e.g. weeds), or microorganisms (e.g. plant diseases or germs that is, viruses and bacteria). Pesticide products include not only insecticides and herbicides, but many products not typically thought of as pesticides, including algacides (e.g. pool chlorine), disinfectants and sanitizers (such as toilet bowl cleaner), repellants (e.g. mosquito repellent), rodenticides (e.g. rat poison), and fungicides (e.g. rose dust).
2. Pesticides are required to be registered with the Pest Management Regulatory Agency.

3. Before selling any Product to UNFI, Suppliers must complete UNFI's Pesticide Questionnaire, which is included in your Supplier Packet and can also be obtained from your SRM.
4. The Supplier is responsible for registering, at its sole cost (including fees or assessments), any Product that is required by government agencies to be registered as pesticides. The Supplier is also responsible for filing any reports related to such registration.

J. Dangerous Goods

UNFI requires that prior to selling or shipping a hazardous material to UNFI Suppliers provide UNFI with the proper shipping name, the unit/type, the hazard class, UN/NA ID number, the packing group, the total quantity, emergency response information (including a 24 hour telephone number), and the shipper's name and address. Suppliers must also provide UNFI with a safety data sheet for each hazardous material sold or shipped to UNFI. UNFI expects Suppliers to comply with the requirements and obligations stipulated by Transport Canada regarding the transportation of hazardous materials.

K. Gift Policy

UNFI employees cannot accept gifts or travel worth \$100 or more without senior management approval.

L. Product Information and Intellectual Property

In an effort to best market Supplier's Products, UNFI requires and Supplier agrees to provide UNFI with the following items as frequently as reasonably necessary and upon request from UNFI: (1) a current list of Products offered, with corresponding UNFI item numbers, UPCs, descriptions and case packs; (2) Product photography, descriptions, video footage and/or clips; (3) nutritional information; and (4) other advertising and labeling content. Where Supplier does not submit the Product information, in whole or in part, Supplier authorizes UNFI to obtain and use Product information.

All intellectual property or proprietary rights in any Product, Product information, Product labels, Product packaging, nutritional content, and other advertising copy, including any photographs, images or other content delivered or obtained in accordance with the foregoing and/or provided by Supplier in connection with the Products are Supplier's intellectual property rights ("Product IP Rights"). Supplier further authorizes UNFI to use the Product information and Product IP Rights therein in connection with the sale and promotion of the Products, no matter how the Product information is received or obtained by UNFI. Supplier grants UNFI a worldwide, nonexclusive, royalty-free right and license to use and further sublicense the Product IP Rights for UNFI's business purposes, but only in connection, directly or indirectly, with the sale and promotion of the Products. Supplier may terminate such license and any related sublicense upon reasonable, written notice to UNFI, which notice shall be deemed a notice of termination pursuant to the Supplier Agreement. Notwithstanding any such termination, UNFI and its sublicensees shall have the right to continue to use the Product IP Rights while exhausting their respective inventory of Products on hand at the time of the termination.

M. Press Release Policy

UNFI senior management must pre-approve any reference to UNFI in a press release, posting on Social Media, or reference in print publication prior to publication or distribution.

N. Organic and Kosher Certification

For an item to be identified as organic and/or kosher in UNFI publications, UNFI must have a current organic and/or kosher certificate on file. Organic certificates are required before Products that are marketed and/or labeled as organic can be set up in UNFI's systems. Kosher certificates are not required before items can be set up in UNFI's systems. However, UNFI will not identify an item as kosher if a kosher certificate is not provided. All renewal certificates must be forwarded to your SRM annually and must be received by the anniversary of last certificate submission and no later than the expiration of the prior year's organic certification.

O. Product Loss Claims and Unsalable Products

Product Loss Claims ("PLCs")/ Unsalables are generated in 3 ways: defective Product reported by Customers; Product returned by Consumers to our Customers; and shelf worn Product. It is UNFI's expectation that all PLCs / Unsalables are covered 100% by the Supplier.

1. **Defective Product** – This includes defects in Product that may not be apparent until the case is opened by the Customer, such as poorly sealed Product, tops/ends not glued shut, dented cans/damaged boxes inside a sealed, undamaged case, and Product that spoils before the expiration date on the Product.
2. **Consumer Returns** – Products returned by the Consumer to the Retail Customer where they purchased it. UNFI asks its Retail Customers to provide explanations and lot/date codes for these returns, but cannot guarantee that it will receive them and be able to pass that information on to Suppliers. In the event that a Supplier notifies UNFI that excessive quantities have been returned, UNFI may, in its sole discretion, investigate.
3. **Shelf Worn Product** – Products usually found on a retail shelf in a Supermarket Store that a reasonable Consumer would not purchase due to label defects, discontinued, damaged, etc.
4. **Unsalable** – Products that are removed from the primary channel of distribution for any reason (such as out of date, discontinued, damaged, etc.). They will be disposed of at store level.
5. **Discontinued Items** – As our mutual Customers review and update retail assortments, there is always the risk of residual inventory being returned from Customer. With the proper information and notification, we will do our best to minimize any excess inventory at the Customer level. However, if a Customer discontinues Product, it is the Supplier's responsibility to cover this excess or returned inventory.

PLCs/Unsalables are generally reported monthly by division and are deducted at UNFI's wholesale price. This covers the costs incurred on top of the invoice price, including stocking, picking and shipping the defective Product. Except for some full cases or excessive quantities, PLCs/Unsalables are not picked up by UNFI, but are destroyed at the store level.

PLC/Unsalable claims are not covered by any spoils allowance programs between the Supplier and UNFI. These spoils allowance programs are specific to UNFI and are intended to handle spoils within our DCs.

P. Credits , Reclaims and Spoils

1. Certain Customers, primarily supermarkets, require reclaim support from their suppliers. This support service is typically a required condition of doing business in the supermarket channel. UNFI defines “reclaim” according to the terms outlined in the FMI “Joint Industry Report.” For more information, visit: http://www.fmi.org/docs/supply/GMA_Unsale.pdf. UNFI considers out of code at the shelf, damages at the shelf, promotional residual and reset residual to be included in the definition of “reclaim.”
2. Certain Customers, including supermarkets, may utilize a 3rd party reclaim service or manage their reclaims internally, and, in rare circumstances, UNFI may act as the reclaim operator for the Customer. Fees will be imposed on the Supplier in all three of these situations. The fees imposed by UNFI for serving as the reclaim operator are consistent with the fees imposed by both 3rd party reclamation services and by Customer accounts who manage this process internally.
3. In addition, certain Customers, including supermarkets, may contract UNFI to act as a 3rd party billing agent for reclaims support. In these cases, UNFI will impose an administrative fee on the Supplier for this service/support which will be added on to the invoice at the time of billing. These fees depend on many factors and are subject to change.
4. Spoils allowances, given off invoice, are intended to address spoils within UNFI DCs and not to support credits at retail. These spoils allowances, which are typically significantly lower than retail reclaim credits, are intended to share the expense driven by packaging issues, products that go out of code within the DC, etc.

Q. Taxpayer Identification Number

UNFI requires Canadian Suppliers (and non-Canadian Suppliers who have registered in Canada) to submit Supplier’s GST/HST number, along with Supplier’s QST number, if applicable. In order to authenticate your GST/HST and/or QST number, please submit to your SRM a copy of your registry verification by following the links below. Please see F. APPENDIX for acceptable submissions.

GST/HST

<http://www.cra-arc.gc.ca/esrvc-srvce/tx/bsnss/gsthstrgstry/menu-eng.html>

QST

http://www.revenuquebec.ca/en/sepf/services/sgp_validation_tvq/default.aspx

R. Product Correspondence

All correspondence regarding Products must be directed to the appropriate SRM and must contain a twelve-digit UPC number and an UNFI item number for each Product that is the subject of the correspondence. Such correspondence requiring this information may include, but is not limited to:

- New Product announcements
- Promotions
- Size, pack and description changes
- Price lists and updates

S. Supplier Changes

Changes to Supplier's address must be submitted in writing on Supplier's letterhead, be signed by an officer or owner of the business, and be received 90 days prior to the effective date. This information should be sent to: SRM, Buyer and Accounting.

Grocery West: CanadaSupplierEnquiries@unfi.com

Grocery Central: CanadaSupplierEnquiries@unfi.com

Grocery East: CanadaSupplierEnquiries@unfi.com

For more information and forms, please visit the UNFI Supplier support site at: www.unfi.ca

UNFI must also be informed of certain other changes to Supplier's business and Suppliers are required to submit new documents to reflect such changes.

1. UNFI must be provided a minimum of ninety (90) days' written notice of changes to Supplier's pick up location. Changes to Supplier's pick up location may affect freight rates and wholesale price. If UNFI is not timely notified of an address change, and Supplier's failure to provide timely notice results in increased freight rates/charges to UNFI, UNFI shall not be responsible for such increases until UNFI adjusts its pricing with its Customers. ***In the event of change to pick up location, a new freight rate form National Freight Form must be submitted.***
2. Supplier may not assign any rights or delegate any obligations without the prior written consent of UNFI, including changes necessitated by an assignment or transfer of ownership. Where an assignment or transfer of ownership has occurred, a new Supplier Agreement, GST/HST number and QST number is required in order to continue doing business with UNFI. This information should be submitted to your SRM.
3. UNFI must be informed of acquisitions or name changes.
 - a. Acquisition – In the event that a Supplier is acquired, a new Supplier Packet must be completed by the acquiring entity.
 - b. Supplier Name Change
 - In the event that a Supplier is changing its name and maintaining its GST/HST/QST, UNFI must be notified of this change to ensure that the Supplier information is updated in its host system.
 - If the Supplier is changing its GST / HST / QST, UNFI requires that a new Supplier be set up. Supplier must complete and submit a new Supplier Packet in order to be set up as a Supplier and do business with UNFI under the new GST/HST/QST.

T. Inventory Transfers and Balancing

UNFI strives to provide a strong service level to our Customers. With this focus, we will, on occasion, request help from Suppliers in balancing inventory across our DCs. If we are unable to secure inventory from a Supplier because a Product is out of stock and we have inventory available in other DCs, UNFI will transfer or require Supplier to transfer Product in order to meet Customer service level expectations, and Supplier shall be responsible for the cost associated with such transfer.

U. Supplier Freight/Pick-up Allowance

Supplier is expected to communicate pick-up versus delivered pricing to the SRM, where available. The price difference may be considered a pick-up allowance. Title of Product will differ based on pricing scheme.

V. Price Protection

“Price protection” means a credit for the difference between UNFI's previous invoice price and the new lower invoice price. UNFI requires price protection on all affected Products inventoried by UNFI, as of the effective date of any price decrease.

W. Pricing, Price Changes, Black Out Period, UPC, Size & Pack Changes

1. UNFI will not accept and implement changes on Products that are on promotion until after the promotional period ends.
2. One hundred and twenty (120) days' prior written notice is required on all price changes, including changes to off-invoice allowance programs (excluding commodities). Price changes must be submitted on the UNFI Price Change Form, accompanied by a Supplier price list and written documentation explaining the change.
The UNFI Price Change Form is available at: www.unfi.ca. In the event that the price change is not submitted with the required 120 days' notice or retailers have not accepted price changes, UNFI reserves the right to charge and enforce the Purchase Order price. Changes in pricing will be reflected on the Purchase Order (“P.O.”).
3. UNFI will not accept price changes with an effective date between October 1st and December 31st. All price changes need to be effective prior to, or after, this time.
4. One hundred and twenty (120) days' prior written notice is required on all UPC, size and pack changes and must be submitted to the Supplier's SRM using the appropriate UNFI forms, which are available at: www.unfi.ca. A \$35 per item fee will be assessed for all pack changes per DC. Failure to provide the required notice will result in assessment of a \$500 fee per occurrence.
5. One hundred and twenty 120 days' prior written notice is required for any material changes to Supplier's Product formulation, labels and or packaging.
6. Upon notification that an item has been discontinued by Supplier or UNFI or has undergone a UPC, size or pack change, UNFI will:
 - a. Supply inventory count of items and verify the landed cost of inventory by disposition date.
 - b. Remove Product from inventory & send a notice to the Supplier to arrange for pick up.
 - c. Supply the accounting department with the anticipated credit amount. If the credit amount should exceed open invoices, all payments will be held until the credit amount is cleared from the account.
 - d. Charge \$35 per hour (one hour minimum) for any additional UNFI labor.
7. If Supplier has not picked up or made arrangements to have the Product picked up within fourteen (14) days from notice, UNFI will send the Product to the local food bank and charge the full landed cost back to Supplier or dispose of it as UNFI sees fit.
8. Any change to one of the following will require a new UNFI item number:
 - a. Case pack
 - b. Retail UPC code

- c. Brand name
- d. Unit size
- e. Any change in organic status
 - A change from organic to non-organic will also require a new UPC code.
- f. Description
 - No longer recognizable from original description and is normally associated with an ingredient change.
- g. Ingredient change
 - Any ingredient change that adds or removes an allergen as set forth in the then-current CFIA allergen list will be assigned a new UNFI product number. For example, milk, eggs, fish (bass, flounder, cod, etc.), crustacean shellfish (crab, lobster, shrimp, etc.), tree nuts (pecans, etc.), peanuts, wheat and/or soybeans.
 - Any ingredient change that may cause a material change to the Product will be reviewed for a possible UNFI number change (e.g. non-hydrogenated oil to hydrogenated oil).

X. Bright Line Tests for the Handling of Products that Undergo Change in Organic Status

The following are guidelines in the event a Supplier makes material changes to its Product content and/or label which could mislead Customers and/or the Consumers as to the new/changed Product contents. This is intended to ensure UNFI continues to comply with its legal requirements, maintains its certification as an organic handler, meets its obligations to Customers and Consumers, and does what it believes is the right thing in such instances.

UNFI requires Suppliers to promptly notify UNFI of any proposed change to a Product's organic status as defined under the CFIA labeling standards, including but not limited to the standards of the Organic Products Regulation 2009 of the Canadian Agricultural Products Act. In the case of material changes as discussed below, a new UPC code may need to be assigned to the Product.

Suppliers that promptly coordinate Product changes with UNFI may avoid interruptions to the distribution of their Products, particularly by providing UNFI with proper and timely notification of changes and by assigning a new UPC code when a Product changes from 100% organic or other organic status to a lesser organic or natural status.

In the event the Supplier does not provide timely notification of proposed material Product changes to UNFI, thereby precluding appropriate coordination between UNFI and the Supplier, the following guidelines apply:

1. Once UNFI becomes aware of a change in a Product's organic status, such as where a Supplier has previously and conspicuously labeled a Product as "organic" and then eliminates any labeling references to the organic status as provided under the CFIA labeling standards, but does not change the Product UPC code, we will notify our relevant Customers and the Supplier that we are putting the Product on hold until the UPC code is changed to reflect and communicate a Product change.
2. Once UNFI becomes aware of a change in a Product's organic status, whether or not a Supplier has previously and conspicuously labeled a Product as "organic" as set

out above, but the Supplier has previously otherwise represented that the Product is 100% Organic, Organic, or Made With Organic as defined by the CFIA labeling standards, and the Supplier now represents the Product to be less than the previously listed designated organic category, and the Supplier does not alter or change the Product's UPC code, we will notify our relevant Customers and the Supplier that we are putting the Product on hold until the UPC code is changed to reflect and communicate a Product change.

3. Once UNFI becomes aware of a change in a Product's organic status, where a Product has never been conspicuously labeled as "100% Organic, Organic, or Made With Organic" as defined by the CFIA labeling standards, although the previous Product had some organic ingredients as defined under the CFIA labeling standards, but the Product now is changed to contain fewer or no organic ingredients or a previous certification representing it included some organic ingredients, although less than 70%, has now been eliminated, but, in any or all cases, the Supplier has not changed the Product's UPC code, UNFI may change its internal Product code accordingly. UNFI will require the Supplier to immediately create an appropriate Customer notification letter, to be pre-approved by UNFI, to be distributed by UNFI and/or the Supplier, as determined solely by UNFI, to all impacted Customers. If Supplier is designated by UNFI to distribute such communications to the impacted Customers, the Supplier, after timely distributing those communications, shall represent in writing to UNFI that all impacted Customers have been so notified before UNFI will ship the correctly labeled Product.

Y. Insurance Certificates

Before a new Supplier can be set up in UNFI's system, a certificate of insurance must be received by the appropriate Supplier Relationship Manager, demonstrating the coverage outlined below.

1. Supplier will maintain, in any combination of primary and excess policy(ies), commercial/comprehensive general liability insurance (including but not limited to product/completed operations, independent contractors and contractual liability insurance) from a carrier or carriers reasonably satisfactory to UNFI, in a minimum amount of five million dollars (\$5,000,000) combined single limit for bodily injury and property damage per occurrence; five million dollars (\$5,000,000) for products/completed operations aggregate; and five million dollars (\$5,000,000) general aggregate, if Supplier's Products include any of the following:
 - Supplements
 - Raw or cooked, fresh and/or frozen meats (including beef, poultry, pork, lamb and deli meats)
 - Raw or cooked, fresh and/or frozen seafood.
2. If Supplier's Products do not include any of the Products identified in Sec. (Z)(1) above, then Supplier will maintain one million (\$1,000,000) combined single limit for bodily injury and property damage per occurrence; two million dollars (\$2,000,000) for products/completed operations aggregate; and two million dollars (\$2,000,000) general aggregate.
3. In addition to the above insurance coverage, Supplier will also maintain the following insurance coverage:
 - a. Employer's Liability - \$100,000 per accident for bodily injury or disease; \$500,000 in the aggregate for disease; and

- b. Commercial Automobile Liability - \$1,000,000 combined single limit covering bodily injury and property damage arising out of the use of any owned, non-owned, leased and hired autos
4. The policy(ies) will designate “United Natural Foods, Inc. and its affiliates” as additional insureds on a primary non-contributory basis, and will be endorsed to provide contractual liability insurance in the amount specified above, specifically covering Supplier's obligations to defend and indemnify UNFI as set forth in the UNFI supplier agreement and specifying that such coverage is primary and not contributory. The policy(ies) will also contain a waiver of subrogation in favor of United Natural Foods, Inc. and its affiliates.
5. Supplier will provide a certificate of insurance for such coverage, provided by a carrier or carriers with an A.M. Best rating of at least A-, Financial Size category 7, and stating that “United Natural Foods, Inc. and its affiliates” are additional insureds. Supplier will deliver the certificate(s) to Supplier’s UNFI Buyer or Category Manager no later than the Effective Date, and annually thereafter. Supplier’s failure to provide a current, updated COI may result in a disruption of service and may prevent UNFI from purchasing from Supplier.
6. The policy(ies) and certificate(s) will also specify that UNFI will be given at least thirty (30) days prior written notice by the insurer in the event of any material modification, cancellation or termination of coverage.

Z. Audits and Invoicing

UNFI reserves the right to conduct third party audits on payments and invoices, which may result in a deduction after the original payment is made.

These audits may be conducted within twenty-four (24) months of the close of the UNFI fiscal year in which the transaction(s) occurred.

AA. Recalls and Products Withdrawals

1. Supplier shall cooperate with UNFI on all recalls and market withdrawals, promptly provide information requested by UNFI as needed for UNFI to administer a recall or market withdrawal and comply with all applicable requirements, including but not limited to UNFI’s Recall Policy for Suppliers, as may be amended from time to time. In the event of a recall or market withdrawal (as defined below), UNFI will charge Supplier back for all fees related to the recall or market withdrawal, including, but not limited to, any Customer fees related to the recall and charged to UNFI, costs associated with Product retrieval from retail stores, storage, shipping, disposal related costs, and all communication related expenses. Furthermore, UNFI reserves the right to charge back to Supplier any costs and/or fees assessed to or imposed upon UNFI by its Customer(s) resulting from or relating to a press release, government advisory or warning letter relating to the Product.
 - Recall means the removal or correction of a marketed Product that the CFIA and or Health Canada considers to be in violation of the rules they administer. Triggers for recalls includes, but is not limited to, illness outbreaks, food test results, CFIA inspections, Consumer complaints, and a recall in another country.
 - CFIA and/or Health Canada serve to inform the public and oversee the removal of products from the market. It is the responsibility of the Suppliers to implement a recall.

2. It is the Supplier's responsibility to notify UNFI to initiate a recall and to be transparent and cooperate fully with investigators in recall situations. Our SRM and purchaser will then audit our history file to identify when and if the affected products were received. UNFI's inventory control team will hold or remove the affected Product from inventory and shorted Customer invoices will have "Manufacturer Product Recall" noted on that item.
3. UNFI will determine which Customers, if any, have purchased the affected Products and our customer service team will contact them with this information. Credits will be issued to the affected Customers and charged back to Supplier.
 - Market Withdrawal means the Supplier's removal or correction of a distributed product which involves a minor violation that would not be subject to legal action by the CFIA or which involves no violation. The key distinction from a recall is that the Product is not violative or it involves only minor violations that are not sufficient to subject Product to legal action under existing policy.

BB. Unacceptable Products

"Unacceptable Product" means any one of the following if applicable to Supplier's Products:

1. The Product is unable to maintain its quality and integrity in accordance with industry standards for the duration of the Product's shelf life
2. The Product is unable to maintain its integrity with respect to its packaging, labeling and/or UPC compliance in accordance with industry standards
3. The Product fails to meet the applicable warranties of this Agreement
4. The Product is the subject of a recall.

UNFI may refuse to accept delivery of Unacceptable Products. If Unacceptable Product has been delivered to UNFI or if, after delivery to UNFI or its customer, the Product is discovered to be Unacceptable Product through no fault of UNFI or its customer, Supplier shall accept Products for return, for full credit and with freight paid by Supplier. Alternatively, at Supplier's discretion and expense, UNFI may dispose of such Unacceptable Product in a manner as the circumstances may reasonably dictate and Supplier shall reimburse UNFI for any amount by which the sale or disposal price realized by UNFI will be less than UNFI's cost of the Product plus reasonable expenses for such sale or disposition. Notwithstanding any other provision of this Section, Supplier will not be required to reimburse UNFI for Unacceptable Product if the unacceptability resulted solely from negligence or willful misconduct in the handling of the Product by UNFI or a UNFI customer.

CC. Importing into Canada

In order to import Products into Canada, importers / carriers are required to submit the proper documents to the Canada Border Services Agency ("CBSA") office before arrival at the border. Timely execution is required to prevent delays that may result in penalties and other fees. It is the Supplier's responsibility to provide UNFI or our third party carriers with all the required documents listed below, 24 hours prior to the pickup date.

1. NAFTA (if applicable)

NAFTA certificates may be submitted either (1) annually to UNFI or (2) attached to each load. The blanket period should be valid from the January 1 to December 31 for the current year. All information must be completed by Supplier and new NAFTA certificates must be submitted by December 15 for the following year's orders. Supplier is liable for the 10-digit tariff

classification used for Products. Products that require duty should not be included in the NAFTA certificate and should be communicated to UNFI.

2. Bill of Landing (BOL)

The bill of lading provides general information of a shipment and must always accompany a load. It may be as detailed as Supplier prefers, but must always follow Canadian regulations.

3. Canada Customs Invoice (CCI)

Customs brokers require a copy of this document in order to process a valid entry with CBSA. The information included must be an exact match to Products shipped and loaded onto the truck(s). For more information, please visit the link below:

<http://www.cbsa-asfc.gc.ca/publications/dm-md/d1/d1-4-1-eng.html>

4. Meat & Fish Certificates (if applicable)

Supplier is accountable for the documents submitted to UNFI. The facilities used to inspect the product in the USA must be licensed, registered and approved by Canada. UNFI is not responsible for obtaining any other certifications other than the ones provided by Supplier.

5. Commercial Invoice

In order to guarantee transparency of our records, a copy of the commercial invoice must be submitted to the purchasing team as soon as the order is in transit. Failure to provide this document will result in late payment. If NAFTA is not applicable to Product, the country of origin must be specified in this document as well as the CCI.

5 New Products/Store Openings

A. New Product Introductions

All new Product introductions must be supported by advertising and an off- invoice introductory discount for a minimum of ninety (90) days.

UNFI requires a six (6) month guaranteed sale on all new items. If any Products, when purchased by UNFI for the first time, do not reach a minimum sales level of five cases per week in the first six months of introduction, Supplier will arrange for the remaining Products to be promptly picked up from UNFI and will accept them for return and a full refund, unless the parties otherwise mutually agree on disposition.

B. Product Samples Policy

In limited circumstances, UNFI may pull Product samples from its inventory to better market a Supplier's Product. Product samples (including, but not limited to, samples of new Products and/or samples of regularly stocked items) may be pulled from UNFI inventory by UNFI sales representatives to introduce Supplier Product(s) to selected customers that do not currently stock the Product(s) or to photograph the Product(s) for use in UNFI publications and processed as a Manufacturer Charge Back ("MCB") at the regular wholesale price.

Any questions regarding UNFI's Product samples policy should be directed to the Supplier's SRM.

C. Opening Orders and Retailer Placements

UNFI's retail Customers generally require complimentary goods support for any new items or new stores. Because Suppliers typically do not have a financial relationship directly with the retailer, these charges are normally passed through UNFI and are either a lump sum payment / deduction agreed to between Supplier and Customer or in the value of a free product equivalent. The value of the placement is calculated at the item wholesale price, as UNFI will have performed the supply chain and SG&A (selling, general and administrative expenses) activity to distribute the new items to the account and in many cases physically cut them into the sections. It is expected that all Suppliers agree to support these programs. If the Supplier is unwilling to support their placement cost into retail distribution and recognizing that UNFI has no consumer equity with the brand or item (which is solely enjoyed by the Supplier), UNFI will not fund this program and will not offer the item as part of our assortment with the Customer. UNFI requires that Suppliers complete the Opening Order Form, which is available at www.unfi.ca

6 Product Promotions

A. Promotional Planning & Expectations

1. Yearly promotional plans are encouraged with emphasis on quarterly promotions per Product group.
2. UNFI Promotion Forms shall be completed and emailed to the SRM.
3. Where UNFI is unable to purchase Products during a promotional period due to excess inventories, UNFI will require that Supplier shall credit UNFI for the difference in price of the current inventory carried and the promotional discount. This will permit UNFI to honor the promotion.
4. Unless agreed to in writing, UNFI will do a deal match between our Central and West regions and will apply regional deals nationally.
5. If UNFI cannot purchase sufficient quantities during a promotional period to cover the quantities shipped at the discount, it will, on a per region basis, require a credit for the difference in the price of the current inventory carried and the promotional discount. This will allow UNFI to honor the promotion. This will be deducted automatically with no prior authorization or notice given and is expected to be honored.

B. Everyday Low Pricing (EDLP)

1. EDLPs are Customer specific deals submitted by a Supplier/broker for a minimum of six (6) months. EDLPs submitted for any store that is a member of a chain will be honored for all members of that chain.
2. EDLPs must be submitted on the UNFI EDLP form which can be obtained from your chain (Key Account Manager). A thirty (30) day lead time is required. EDLPs not timely received for the indicated start date will take effect the day after they are entered into UNFI's system. EDLPs cannot be backdated. Credits will not be issued for EDLPs not timely submitted. EDLPs must be submitted with a specific end date (e.g. DD/MM/YY) or they may be submitted as "ongoing." It is the Supplier's/Supplier's broker's responsibility to inform the Customer of the EDLP end date.

3. Any extensions to an EDLP must be submitted on a new EDLP form with the appropriate lead time. UNFI will not issue credits for lapsed EDLPs.
4. UNFI will not be responsible for tracking, monitoring, or providing performance reporting on any Customer on an EDLP program, and will not be responsible for enforcing case minimums or maximums.
5. Changes to Product pricing or pack size, additions/deletions of SKUs, or introduction of new seasonal or special promotional items that necessitate a change to the original EDLP shall be submitted by Supplier or Supplier's broker. Supplier must submit such changes with a new EDLP Form, which can be obtained from the SRM, and other UNFI forms, as applicable. To ensure that UNFI can administer accurate customer discounts and pricing, where Customers do not require price change lead time, Suppliers must submit EDLP forms a minimum of seven days prior to the discount start date. Where Customers do require price change lead time, Supplier must submit EDLP forms a minimum of 60 days prior to the discount start date. Suppliers that fail to comply with these notice requirements may forfeit EDLP discounts. UNFI reserves the right not to issue credits for discounts missed due to untimely submission of an EDLP.

C. Administrative Fees

Our Customers may elect to engage UNFI to process billings for various programs, many of which are often directly negotiated and determined by the Supplier (or their representative) and the Customer. In addition to the internal administrative expense (which can be significant depending on the scope of the activity and the efficiency of the billing from the Customer) UNFI often acts as a "bank" in that the Customer automatically and immediately deducts from UNFI, while payment from the participating Supplier typically lags. As a result, UNFI will charge participating Suppliers a menu of administrative fees depending on the specific activity.

Suppliers have the option to manage and process these financial and/or marketing transactions directly with the Customer and avoid any UNFI administrative fees. By electing to process any financial/marketing transactions through UNFI, the Supplier expressly agrees to all UNFI policies related to these administrative fees.

D. Resets & Other Retail Services

UNFI, UNFI's Suppliers and UNFI's Customers all share responsibility for promoting a Supplier's Products. Many of UNFI's Customers, including supermarkets, have retail services programs in place to help promote Products that may include, but are not limited to: category updates, major resets, minor resets, shelf strip updates, hardware maintenance and hardware updates.

Customers bill UNFI directly for the costs and administrative fees associated with such programs and services and UNFI is then expected to collect these funds from its Suppliers. These costs and fees are typically collected in the form of a deduction. It is the Supplier's responsibility to cover all of the costs and fees charged to UNFI by its Customers for resets and other retail services performed in connection with the promotion of Supplier's Products.

E. Quebec Mass Market

UNFI requires Supplier to provide guaranteed sales to mass market Customers situated in Quebec. It is industry standard that is expected of all Suppliers in the Quebec market. Customers will return unsold products to UNFI for credit. UNFI will charge the supplier back for credits issued.

7 Marketing and Advertising

UNFI's Advertising & Marketing Programs have been designed to promote Supplier Products to UNFI Customers and to the end consumer. UNFI's programs build brand awareness, advertise promotions and seasonal Products, educate store buyers and target specific channels such as natural/organic retailers, supermarkets and foodservice.

Participation in these programs is encouraged for the long-term growth and success of a Supplier's product line.

A. Trade Marketing & Advertising Programs

These programs target retailers, supermarkets and foodservice.

1. Tri-Annual Wholesale Catalog Advertising – The Wholesale Catalog is the main reference for UNFI Customers for Products, pricing and ordering. Suppliers can use Wholesale Catalog advertising to highlight key selling points and build brand awareness.
2. Monthly Specials Book – The Monthly Specials Book offers the opportunity to focus attention on a Supplier's new products, promotions and seasonal Products.
3. Website Advertising Program – The Website Advertising Program includes display advertisements and “ads-as-content” advertising options on UNFI's secure Customer website. Ads can be targeted to specific channels, regions and DCs and can be linked to additional information, videos, etc.
4. Foodservice Advertising – The Foodservice Catalog contains Products hand-picked for the foodservice channel. Foodservice advertising programs include catalog, email and website banner ad opportunities.

B. Consumer Marketing & Advertising Programs

These programs target the end consumer in the natural channel.

1. Trailer Advertising – UNFI's trailers can be used as rolling billboards and can be targeted to focus on certain specific geographic regions.

Additional information about the above programs is available through SRMs.

*****Note: Prices and program options for Marketing and Advertising Programs are subject to change. UNFI will deduct all UNFI's payments due on advertising invoices from UNFI's payments to Supplier.***

8 Shipping and Receiving Products

A. Backorders

UNFI does not accept back orders.

B. Product Tampering

UNFI reserves the right to refuse Products that appear to have been tampered with.

C. Date Codes

1. UNFI requires that all Products be identified with an open coded shelf life or “use by” date, which shall appear on the Product and be printed on the outside of the shipping case. UNFI reserves the right to accept products that do not adhere to this requirement, however in all such cases supplier must provide the actual expiration date, by product, on the packing slip and/or Bill of Lading.
2. UNFI requires that the shelf life of all Products be at least 75% of the production shelf life at the time of receipt. UNFI requires that the Supplier provide the appropriate SRM written, updated information regarding production shelf life and guaranteed minimum shelf life at time of receipt.
3. If Products do not have a human readable calendar expiration date on the outside shipping case, UNFI will bill-back any Products that are not sold before the expiration date on the package.

D. Mis-ships/Shortages/Over-ships

1. Supplier shall maintain a 95% fill rate or higher. Failure to meet or exceed the acceptable service level may result in item replacement and discontinuation or financial penalty. If UNFI is shorted items on incoming orders and Product subsequently becomes available, Supplier shall notify and expedite these items to our distribution centers at the Supplier’s expense.
2. In the event of a mis-ship and UNFI receives Product that it did not order, UNFI will notify Supplier of the Product and inventory count, and Supplier will be responsible for all costs associated with the mis-ship.
3. Supplier must notify the UNFI Buyer of any shortages/out of stocks before delivery or pickup. Any Product shorted will be placed on a new PO and will be shipped at Supplier’s expense.
4. In the event an over-ship occurs, UNFI may agree to receive the Product above and beyond the purchase order quantity at a discounted rate of 35% OI, with a \$35 minimum charge, unless instructed otherwise by Supplier.
5. Where an over-ship occurs and UNFI declines to receive the Product into inventory, UNFI may, in its sole discretion, store the Product in its DC. Any such Product must be removed from the DC within two weeks of the date that it was received at the DC. In the event that the Product is not removed from the DC within two weeks, UNFI may, in its sole discretion, dispose of any such Product stored in the DC, and assess a fee of \$25 per pallet per week for any such product that UNFI. Any costs associated with removal, as well as the \$25 per pallet per week fee, shall be borne by and charged back to Supplier. UNFI assumes no liability for any over-shipments stored in its DC.

E. Titles & Risk of Loss

Title to and risk of loss of Products pass to UNFI, free of any encumbrances, on pick-up by UNFI at Supplier's dock or, if applicable, upon delivery to the destination designated by UNFI. Each delivery will be invoiced by Supplier, and the invoice will include Product description and quantities sold. Supplier acknowledges and accepts that all shipments and/or pick-ups of Product for delivery to UNFI are subject to final count by UNFI. The parties agree to work in good faith to resolve any disputes relating to Product count.

F. Late/Unscheduled Loads

A delivery appointment specifying the date and time of delivery is required for all loads. Suppliers will be assessed a fee for late and/or unscheduled deliveries. These fees, set forth below, are subject to change without notice and at any time at UNFI's sole discretion. All fees must be paid by Supplier or Supplier's carrier at the time of delivery and prior to unloading. No exceptions will be made.

31 – 60 Minutes Late	\$50.00 per occurrence
Over 60 Minutes Late	\$200.00 per occurrence
Unscheduled Load	\$300.00 per occurrence
No Show/Rescheduled with less than 72 hours of the appointment time	\$300.00 per occurrence

UNFI reserves the right to refuse delivery of any late or unscheduled load.

Delivery drivers and co-drivers are not allowed on UNFI docks without permission from UNFI management. UNFI may, in its sole discretion, invite drivers and/or co-drivers onto a UNFI dock while UNFI verifies temperature readings.

G. Loads Unloaded Prior to Scheduled Appointment

A delivery appointment specifying the date and time of delivery is required for all loads. In the event that Supplier asks to unload prior to Supplier's scheduled appointment, UNFI will, in its sole discretion, determine if the request can be accommodated. If UNFI accommodates Supplier's request to unload prior to its scheduled appointment, UNFI will assess a fee. These fees must be paid at the time of delivery and prior to unloading. No exceptions will be made.

Unloading 24 hours or more prior to the appointment date and within normal receiving hours	\$50.00 per occurrence
Unloading 24 hours or more prior to the appointment date and outside of normal receiving hours	\$100.00 per occurrence

H. Loads Not Available at Time of Scheduled Pick-Up

UNFI schedules loads for pick up at the Supplier's dock according to an agreed upon schedule. Pickups arranged by UNFI will require notice up to 72 business hours in advance for any or all shortages prior to up. UNFI will review the shortages and will respond back within 36 hours (Monday – Friday business hours). In the event that loads are not available for a scheduled pick-up by UNFI or its carrier or if UNFI or its carrier is detained at Supplier's dock, UNFI shall assess the following fees:

Grocery West:

California	\$275.00 per pallet
Oregon/Washington	\$275.00 per pallet
Eastern Canada	\$300.00 per pallet

Grocery Central & Grocery East:

California	\$325.00 per pallet
Oregon/Washington	\$325.00 per pallet
Eastern Canada	\$175.00 per pallet

I. Palletization of Products

All Products will be palletized on standard GMA pallets according to the Tier/High (TI/HI) specifications when provided by UNFI. Anytime multiple SKUs are shipped on a pallet they must be shipped in layer quantity. A pallet contents identification placard noting the SKU's on the pallet must be displayed on the top right corner of the front of the pallet. Any mixed or unmarked pallets shipped will be subject to lumper fees.

J. Pallet Exchange Policy

1. UNFI will pay \$4.50 for exchange pallets and \$6.50 for each #1 grade pallet only if so noted on the bill of lading.
2. The delivery bill of lading and invoice must indicate the number and type of pallets exchanged ("ins and outs") for UNFI to authorize payment.
3. UNFI does not participate in any pallet pool programs (e.g. CHEP) nor will UNFI accumulate pallets for return.
4. UNFI does not accept iGPS plastic pallets.
5. UNFI will exchange pallets one for one.

K. Case Splitting

UNFI reserves the right to charge \$0.50/case for any grocery items it case splits in its distribution centers to allow for one shelf facing at retail. This does not apply to inner packs or each pick items. UNFI encourages Suppliers to utilize proper case packs acceptable to the retail community instead of requiring case splitting.

L. Lumper Fees

Absent different language set forth in a contract, Supplier acknowledges and agrees that Supplier and/or Supplier's carrier shall use a third-party unloading service selected by UNFI. UNFI does not permit "driver breakdown," and inbound shipments must be unloaded by this unloading service.

Supplier further acknowledges and agrees that Supplier shall be responsible for all fees associated with such unloading services, whether paid directly by Supplier to the third-party unloading service or negotiated between Supplier and Supplier's carrier as a portion of the transportation costs. Such fees have been negotiated between UNFI and the unloading service and are available to Supplier upon request. All Suppliers and/or Supplier's carriers must set up an account directly with the unloading service, as UNFI does not permit the use of cash on its docks. Suppliers should contact their SRMs for more information regarding setting up an account. UNFI will not accept any charges related to Supplier-selected inbound carriers, nor will related charges be accepted on any Supplier invoice.

Any and all fees related to break down of any and all freight where UNFI is the "bill to" party must be coded as a loading/unloading fee on a separate line item on the freight invoice. Fees for such charges will not be processed or paid if on separate invoices. Copies of the lumper fees as well as copies of the bills of lading must be included with Supplier's freight bill. In addition, if Supplier's deliveries are managed by UNFI's Inbound Logistics Team, in order to be processed for payment, Supplier must provide third party provider unloading receipts.

If the Supplier/shipper is paying the freight expense, UNFI is not responsible for the lumper charges. If carriers currently deliver both prepaid and collect freight from any of UNFI's facilities, please be prepared, as UNFI isolates prepaid vendors that will be required to pay for this service. The carrier will need to include these charges on its bills to those prepaid Suppliers, not to UNFI Inbound Logistics.

Signature & Approval Acknowledgment

Your signature and approval acknowledges that you understand and agree to the terms of UNFI Canada's Supplier Policies & Guidelines.

Supplier Company Name: _____

Supplier Contact Name: _____

Title/Position: _____

Signature: _____

Date: _____

Please sign & return this page to Chris Zedic, National SRM Marketing Manager, via mail or email.

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