

Rural King Vendor Compliance Agreement

Rural King Contact Information

This vendor agreement is presented by RKDS, LLC, d/b/a Rural King Distribution, ("RK").

To communicate with us regarding the Vendor Compliance Agreement, use <u>www.Ruralking.com/vendors</u>

All References to an addendum can be found at under the documents section at <u>www.Ruralking.com/vendors</u>

Article 1: PURCHASING

Vendor acknowledges and accepts this Rural King Vendor Agreement is subject to, and expressly incorporates, the Rural King Distribution Purchase Order Terms and Conditions, which may change from time to time. The current Terms and Conditions can be found under the documents section at <u>www.Ruralking.com/vendors</u>.

Section A: Item information

1. Item Data

Before a new item is sent to RK, the vendor must provide the following

(including but not limited to):

- a) Item manufacturing number
- b) Item description
- c) Item pallet quantity
- d) Item case quantity
- e) Item case barcode
- f) Item inner case quantity

2. Changes from Vendor

a) Vendor Product Changes

The RK Purchasing Team must be given notice and approve any time a modification is made to an item, such as, but not limited to barcodes, case quantities, product weight, container volume. Items received with changes that have not been documented are subject to a chargeback equal to the labor used to correct the

Date:

- g) Item inner case barcode
- h) Selling unit barcode
- i) Selling unit weight (lbs.)
- j) Hazardous material properties (if hazardous)
- k) Dimensions

changes and costs due to improper receiving. See RK Rates and Fees addendum for current fee amounts.

b) Vendor Information Changes

All changes to vendor information including but not limited to company name, address, company representatives, and remit to information must be updated within 30 days of change via email to vendorcompliance@ruralking.com. Failure to provide current updated information may result in delayed discount terms date.

3. Hazardous Material

Vendors with items considered hazardous must also provide:

- a) Physical and PDF or weblink copy of the Safety Data Sheet (SDS)
- b) Item weight (lbs.)
- c) Item volume (oz.)
- d) GHS/CLP categorization or pictograms
- e) Battery information (if applicable)
- Disposal considerations f)
 - Description of appropriate disposal containers to use 0
 - Recommendations of appropriate disposal methods to employ 0
 - Description of the physical and chemical properties that may affect disposal activities
 - Language of discouraging sewage disposal
 - Any special precautions for landfills or incineration activities
- g) Regulatory Information
 - Any national and/or regional regulatory information of the chemical or mixtures (including any OSHA Department of Transportation, Environmental Protection Agency, or Consumer Product Safety Commission regulations)
- h) Any other information requested
- 4. Damaged Product

Vendor is responsible for Damaged Product:

- If RK scheduled delivery- upon transfer of Goods to RK or their scheduled transportation
- If Vendor scheduled delivery- upon transfer of Goods to RK •

All transfers of Goods to RK are subject to inspection for damages. Damages may include but are not limited to, toppled pallets, crushed cases, torn bags, etc. If damages are found on initial receiving, they will be provided to the vendor with photo documentation and a list of items and quantities. Vendors will be subject to a chargeback of equal to the value of the damaged goods and the labor to process the goods. See RK Rates and Fees addendum for current fee amounts.

Article 2: ACCOUNTS PAYABLE (AP)

Section A: Invoice Requirements

1. Invoices must contain the following information:

- a) RK PO Number
- b) Invoice number
- c) Invoice date
- d) RK SKU and UPC for sellable unit if applicable
- e) Vendor name
- f) Remittance address, if different than the business address provided in the Vendor Contact Information
- g) Vendor telephone number, contact person, and email address
- h) RK payment terms
- i) Itemized description for all deduction allowances or other discounts
- j) Freight terms in accordance with the appropriate RK purchase order
- 2. Only one P.O. # is allowed per invoice

Section B: Submission of Invoices and Formatting

- 1. Submission of invoice
 - a) All invoices must be submitted electronically via:
 - EDI
 - Email to ap@ruralking.com in PDF format
 - b) Paper invoices are not accepted, nor will they be processed for payment.

2. Formatting of invoices

Vendor must submit invoices in a format that line items are numerically sorted either by RK SKU or manufacturer style number.

Printed on: 04 Invoice	/26/19					N			
From:					PRODUCTION EDI Midstates No, 4		Page:	1 of	1
	ler No. 4318247061 ler Date 04/16/2019						oice No. 48QGD837 oice Date 04/25/2019		
vendor No.	671302				Member No	. 759002			
Bill To:					ship To:				
MSD override: NOTES: York NOTES: York	NET 60 DAYS Msg= carbon Copy Msg= carbon Copy	Sent to Mer	nber via EDI nber via EDI	Due Date	Discount A		Net Due Date 06/24/2019 06/25/2019		
Quantity Shipped cance	Mut hollie	DZUPCZSKU		Product	Description		^U nit_Price		nsion
1 2 1 2	EA IN 0660 EA IN 0660 EA IN 0660 EA IN 0660	50191 50230	VN VP4070-4-cs VN VP4200-4-CS VN 5006-4 VN VP5070-4-cs	VALU-PA DOUBLE	AK ADAPTER AK COUPLING BREAK-AWAY AK NIPPLE	CLAMP	- 18.52 17.85 9.57 11.145	:	18.52 35.70 9.57 22.29
						Net Invoic subtotal FREIGHT C		86	.08 .08 .93
Shipped via Pieces	UPS GROUND 6 Weight			P	acking List Nbr		ice Amount 3001	91	.01
				04/26/19 M S D	D-DFI 0.009 MSD-DFI 0.009 MSD-DFI 0.00% MSD-DFI 0.00% MSD-DFI 0.00% Total MSI Amt Due 06/	91 % CBA \$: % DEF \$0.00 6 Other \$ CO-op \$0.00 D Allow \$0.00 25/19 \$91.01			

Section C: Monthly Statements

- 1. <u>RK requires a monthly statement by the 5th of the following month</u> for: a) Outstanding invoices b) Debit /vendor billbacks

 - c) Unapplied cash/overpayments

			Sta	tement
			Account Number	Dated : 06/18/19
			000972	Page: 1
K FAMILY, INC.			PLEASE REMIT PAYM	ENT TO :
216 DEWITT AVE				
LIUDEIIIIIIIII				
.61938 MATTOO	N			
7				
Invoice Numbe		Date	Amount Payment	and the second second second second
19055309	1764710043	05/16/19	2,027.41	06/16/19
19055310	1764710087	05/16/19	1,968.49	06/16/19
19055311	1764710080	05/16/19	1,661.15	06/16/19
19055312	1764710102	05/16/19	1,609.63	06/16/19
19055313	1764710051	05/16/19	1,631.24	06/16/19
19055314	1764710109	05/16/19	1,687.48	06/16/19
19055315	1764710064	05/16/19	2,961.96	06/16/19
19055316	1764710081	05/16/19	2,944.58	06/16/19
19055317	1764710048	05/16/19	3,093.00	06/16/19
19055318	1764710113	05/16/19	2,726.26	06/16/19
19055319	1764710083	05/16/19	2,678.92	06/16/19
19055320	1764710093	05/16/19	2,767.21	06/16/19
19055321	1764710094	05/16/19	2,609.43	06/16/19
19055322	1764710082	05/16/19	2,520.41	06/16/19
19055323	1764710114	05/16/19	1,734.46	06/16/19
19055324	1764710057	05/16/19	1,802.70	06/16/19
19055325	1764710076	05/16/19	1,539.66	06/16/19
19055326	1764710097	05/16/19	1,481.63	06/16/19
19055327	1764710104	05/16/19	1,619.66	06/16/19
19055328	1764710028	05/16/19	1,435.55	06/16/19
19055329	1764710052	05/16/19	1,570.65	06/16/19
19055330	1764710095	05/16/19	2,460.95	06/16/19
19055331	1764710071	05/16/19	2,019.05	06/16/19
19055332	1764710073	05/16/19	1,501.57	06/16/19
19055333	1764710056	05/16/19	1,454.59	06/16/19
19055334	1764710091	05/16/19	1,455.78	06/16/19
19055335	1764710068	05/16/19	1,366.77	06/16/19
19055336	1764710089	05/16/19	1,371.25	06/16/19
19055337	1764710063	05/16/19	1,659.24	05/16/19
19055338	1764710098	05/16/19	1,661.09	06/16/19

This statement must be sent in Excel or PDF format to accountissues@ruralking.com

Section D: Non-Compliance with AP requirements

If Vendor fails to comply with any of the AP requirements, Vendor acknowledges and agrees that RK will submit an **RK Invoice Refusal Form** and Vendor will be assessed an administration fee for Invoice Non-Compliance. See **RK Rates and Fees** addendum for current fee amounts.

Article 3: LOGISTICS

Section A: Types of Acceptable Shipment to Rural King

- 1. Direct to Store
- 2. Direct to Warehouse

Section B: Small Parcel Shipments

1. <u>Collect Shipping Guidelines</u>

- a) Shipments weighing less than 150lbs and not exceeding 8 cartons are to be shipped via guidelines provided in **Updated Carrier Guideline** addendum. Each carton should not weigh more than 60 pounds or exceed 130 inches in length and width combined.
- b) Collect suppliers MUST contact the Rural King Logistics Department at logistics@ruralking.com for the Rural King collect account number prior to shipping for the first time.

2. <u>Prepaid and Collect Guidelines</u>

- a) The Rural King PO number must be listed in the <u>first</u> Reference field. Only put the 10-digit RK PO number. DO NOT add any qualifiers such as "PO #", or "Rural King – ", etc.
- b) Vendors should not add insurance or handling charges.
- c) The ship to address and 10-digit RK Purchase Order number must be noted on the outside of each carton.
- d) A packing list must be in each carton with a description and quantity of the items shipped.

Note: The shipping manifest is signed by a RK representative for a certain number of packages, not specific items, quantities or vendor. RK is not responsible for product not received using this method of shipment. Rural King has a reasonable time to verify, count and receive the goods.

Section C: Less Than Truckload (LTL) Shipments

1. All Shipments must be shipped Prepaid

Shipments weighing between 151lbs and 20,000lbs, not exceeding 10 standard pallets (20 linear feet).

Shipments qualifying for LTL shipping that pick up and deliver within the Continental United States are to be shipped as follows:

Carrier Choices: See guidelines in **Updated Carrier Guideline** addendum.

- a) Shipper will contact one of the Pre-Qualified Carriers from the **Updated Carrier Guideline** to arrange pickup of the goods.
- b) BOLs must be marked as billing "PPD".
- c) Appointments for delivery are scheduled by LTL carriers. Do not include any language on your LTL BOL's that indicates delivery appointments are required.

Section D: Truckload/Volume Shipments

1. Collect Guidelines

Shipments weighing over 20,000lbs or exceeding 10 standard pallets (20 linear feet).

2. Volume LTL Shipments

If it is determined that the best method for shipping is with one of RK's preferred LTL carriers, see **Updated Carrier Guideline** addendum, then RK will instruct the Vendor of the carrier to contact and ship the order with.

- a) RK will not contact the chosen LTL carrier to arrange the pickup as the Vendor knows the best hours to schedule LTL carriers for pickup.
- b) In some instances, there will be a quote number that <u>MUST</u> be included on the BOL to ensure accurate billing. RK Logistics will note this in their routing instructions. Failure to list the provided quote number on the BOL will result in a chargeback for the additional freight charges plus an administration fee.

3. <u>Truckload Shipments</u>

When RK Logistics ships via a preferred truckload carrier, they will contact the vendor via email with a confirmation of the carrier name and scheduled pickup date. The chosen carrier will be in copy on the confirmation email.

Section E: Routing Collect Shipments

1. Guidelines

Shipments that exceed *either* of the criteria below must be submitted to RK Logistics for routing instructions by emailing a completed **RK Routing Request Form** to logistics@ruralking.com.

- a) 10 standard pallets or 20 linear feet
- b) 20,000lbs

To obtain an electronic copy of the **RK Routing Request Form**, please email logistics@ruralking.com.

2. Timing of Routing Request Submission

The completed **RK Routing Request Form** must be emailed to Rural Logistics a minimum of 2 business days prior to the available pickup date by 7:00am. Weekends, holidays and the available pickup date itself should not be included in this lead time requirement.

3. <u>Routing Request Information</u>

All shipment information submitted on the **RK Routing Request Form** must be accurate. Shipments are routed based on the information provided and additional charges due to submission of incorrect information will be charged back to the shipper in the form of a Logistics chargeback.

Section F: General Routing Notes for Collect Shipments

1. <u>Time Specific Services</u>

Vendors must receive written authorization from a member of the RK Logistics Department to ship collect using a time specific service (services included, but not limited to, Expedited Freight, Guaranteed Delivery or Priority). Please contact logistics@ruralking.com for authorization.

2. Detention on Pickup

Suppliers have 3 business days to challenge a detention/accessorial charge with the carrier from the time the credit memo is received. If no response is received, approval of the charges is assumed, and the charges will stand as notified.

3. BOLS-Collect

The Vendor is responsible for creating an accurate BOL and providing it to the carrier.

- a) BOLs must be marked as billing "COLLECT" regardless of the RK delivery location.
- b) BOLs must list the Rural King 10-digit purchase order number.

4. <u>Temporary Closings</u>

Vendors must advise RK Logistics at least thirty (30) days in advance of any temporary closings impacting the vendor's ability to route and deliver goods. This includes closings for inventories, or for holidays other than major U.S. holidays (Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving Day).

Section G: Delivery Guidelines

Delivery appointments are required for all deliveries to RK locations, except small package/parcel shipments. (e.g. Direct to Store). For prepaid vendors, either the vendor or their chosen carrier must request and receive a delivery appointment based upon the RK destination where the delivery will be made.

1. Requirements

- a) Delivery appointments must be requested a minimum of **1 business day in** advance of the requested deliveries.
 - a. Requesting a delivery appointment does not guarantee availability of appointments. If an appointment is unavailable for the date being requested, RK will schedule the appointment for the next available date.
- b) Vendors will be held directly responsible for delivery appointments missed by any carrier on shipments where the vendor is responsible for delivery.
- c) All shipments must be delivered to the location listed on the purchase order unless otherwise instructed by the RK Logistics Department or an authorized written exception.

Section H: Rural King Scheduling

1. <u>Scheduling Team Contact Information</u>

Delivery Location	Scheduling Email
Mattoon, IL Distribution	scheduling99@ruralking.com
Charleston, IL Distribution	scheduling99@ruralking.com
Waverly, OH Distribution	scheduling96@ruralking.com
Store Locations	storeappts@ruralking.com

2. Appointment Request Process

- a) The vendor, or their carrier, will email the corresponding scheduling team.
- b) Appointments must be requested a minimum of **24 hours prior and no later than 3pm CST** to the planned arrival date.
- c) The following information must be provided at the time of requesting a delivery:
 - a. Rural King 10-digit Purchase Order Number(s)
 - b. Vendor Name
 - c. Actual delivering carrier name (Not 3PL or Broker's Name)
 - d. Load type (palletized, floor loaded, double stacked pallets, etc...)

- e. Pallet Count
- d) Appointments will not be given without a valid purchase order.

3. Rescheduling

Delivery appointments must be rescheduled a minimum of 24 hours prior to the scheduled delivery date. If a delivery is not rescheduled and is not made on the date and at the time set out in the confirmed delivery appointment, it will be considered a "no show" and treated as a missed delivery. As a result, a **Rescheduling Fee** will be assessed. See **RK Rates and Fees** addendum for current fee amounts.

Occasionally, RK may have to cancel or reschedule a confirmed delivery appointment. In such event, RK will notify the vendor or their preferred carrier at least 1 business day prior to the scheduled delivery time, so the delivery can be rescheduled.

4. Unloading

If a carrier arrives at a RK Destination prior to the confirmed delivery time, RK's obligation to unload a trailer begins at the scheduled delivery time, not the time of arrival. The delivery will be unloaded within 2 hours after the scheduled delivery time, regardless of the freight terms.

5. Late Arrivals and No-Show Deliveries

A carrier arriving more than thirty (30) minutes after the scheduled appointment time is deemed late, and RK reserves the right to not unload the delivery and reschedule the carrier for the next available appointment. If the unloading location opts to offload the late delivery, the carrier will be considered a work-in and no detention will be authorized. A carrier that is a No Show for their delivery time will be assessed a **No Show Delivery Fee**. See **RK Rates and Fees** addendum for current fee amounts. RK locations also reserve the right to refuse a delivery that arrives without a scheduled appointment.

Article 4: DISTRIBUTION

Section A: Documentation Requirements

Vendors must provide both a paper and digital copy of the packing list and bill of lading (BOL) to RK. Digital copies must be in PDF format and emailed to the respective scheduling email listed below with the subject line "(Purchase Order Number) Scheduling Documents." The documents must be emailed at a minimum of 5:00 PM previous business day prior to delivery.

Delivery Location	Scheduling Email
Mattoon, IL Distribution	scheduling99@ruralking.com
Charleston, IL Distribution	scheduling99@ruralking.com
Waverly, OH Distribution	scheduling96@ruralking.com
Store Locations	storeappts@ruralking.com

1. Packing List Formatting

Each shipment must have its own packing list with the following information:

- a) A valid Rural King purchase order number
- b) List of all items on the purchase order containing:
 - 1. Rural King SKU
 - 2. Vendor manufacturing number

I have read th	is page:
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Date:

- 3. Description of the item
- 4. Quantity shipped
- 5. Unit of the quantity shipped (ex. 5 pallets of 20 each)
- c) Vendor contact information
- d) No cost, terms or other program info should be shown on the packing list

[Vendor Name] [Street Address] [City, ST ZIP] [Phone] [Email]			PACKING SLIP
Bill To:	Ship To:		
[Name] [Company Name] [Street Address] [City, ST ZIP] [Phone]	[Name] [Company Nai [Street Addres [City, ST ZIP] [Phone]		
Order Date	Purchase Or	der Number Rural King	Contact
1/1/19	1234567899	John Doe	
Rural King Item Number	MFG Number	Description	Quantity Shipped
123456	ABC-123	Widget	5 5 EA
234567	BCD-456	Large Widget	10 2 CS of 5 EA
345678	CDE-567	Electric Widget	15 15 EA
456789	DEF-678	Metal Widget	20 5 Pallets of 4 EA

2. Packing List Truck Load Requirements

Vendors are required to provide a packing list attached on the first pallet to be unloaded from the trailer. It must be visible and clearly marked with "Packing List." If packing list is not provided, a fee shall be assessed. See RK Rates and Fees addendum for current fee amounts.

3. Packing List LTL Requirements

Items shipped through Less than Truckload (LTL) shipments must provide a packing list on every pallet shipped. Packing list must define what is on the pallet and total pallets on the shipment. (ex. Pallet 18/20). If packing list is not provided, a fee shall be assessed. See RK Rates and Fees addendum for current fee amounts.

4. Packing List Parcel Requirements

Items shipped through parcel to store location must provide a packing list for the entire purchase order on every case shipped. Packing list must define what is in the case and total cases on the shipment. (ex. Case 18/20). If packing list is not provided, a fee shall be assessed. See **RK Rates and Fees** addendum for current fee amounts.

5. Bill of Lading

Vendors are required to provide a Bill of Lading to Rural King and use the GS1 Standard Bill of Lading.

If the packing list and BOL are not provided, vendors are subject to a chargeback for storage of freight until the paperwork has been provided or refusal of shipment. See **RK Rates and Fees** addendum for current fee amounts.

6. Pallet Requirements

All items coming into the distribution center must be palletized or slip-sheeted. All floor loaded Goods will incur a **Labor Fee** to unload.

- a. The preferred pallet size is 48" L X 40" W
- b. Pallets must be shrink wrapped, using 80 gauge shrink wrap and ensured the shrink wrap overlaps the pallet and product, securing the product to the pallet.



7. <u>Slip sheet Requirements</u>

Slip-sheets may be used with prior approval from the RK purchasing team.

Single Scored Solid Fiber Slip-sheet

- a. < 3" Minimum Pull Tab On All 4 Sides
- b. Footprint Size: 40" x 48" NOT Including 3" Tabs
- c. Overall Size: 46" x 54" Including 3" Tabs
- d. Minimum Specification: Caliper: 0.060" total thickness
- e. Ply: 3-4 Ply Laminated with Waterproof Adhesive.
- f. Average Tensile Strength: Machine Direction 428 PSI Cross Direction 178 PSI
- g. Coating: Anti-Skid Coating -Top Side Minimum of 50% of the Sheet

8. Organization

RK will only allow one Purchase Order per pallet.

- a. Pallets are to be sorted by purchase order and then by item.
- b. PO's must be clearly labeled on each package. (ex. PO# 1234567899)
- c. For a more efficient processing, group like items together on pallet where possible.

Non-compliance with items above may result labor fee. not provided, a fee shall be assessed. See **RK Rates and Fees** addendum for current fee amounts.

9. Pass-Thru Purchase Orders

All Pass-Thru Purchase Orders must be grouped on different pallets based on each Purchase Order.

- a. One Purchase Order per pallet. If the Pass Thru Purchase Order is less than 10 cases, it may be mixed on a pallet if each case contains the Purchase Order number and the cases are not wrapped.
- b. The pallets must be wrapped according to wrapping specifications in the **Pallet Requirement Section**.
- C. Each pallet must have the Purchase Order information clearly visible.
- d. Non-compliance with items above may result labor fee. See **RK Rates and Fees** addendum for current fee amounts.

An example of a proper Pass Thru Purchase Order is shown below.



Section B: Case Requirements

1. Packaging

Items may be packed in one of the following methods.

- a) Cardboard cases per the specifications listed below
- b) Cardboard base with opaque shrink packaging per the specifications listed below

Single Walled Corrugated Cases					
Maximum Weight of Contents (lbs.)	Size Limit of Box (inches) L + W + H	Bursting Test (lbs. per sq. in.)	Edge Crush Test (ECT) (lbs. per sq. in. width)		
30	75	200	32		
40	75	200	40		
50	85	250	44		
65	95	275	55		
80	105	350	N/A		

Double Walled Corrugated Cases						
Maximum Weight of Contents (lbs.)Size Limit of Box (inches) L + W + HBursting Test (lbs. per sq. in.)Edge Crush Test (ECT) (lbs. per sq. in. width)						
60	85	200	48			
80	95	275	51			

100	105	350	61
120	110	400	71
140	115	500	82
150	120	600	N/A

2. Barcoding

Please see Barcoding Guidelines addendum.

Section C: Case Markings

1. Master Cases

Master cases must contain the following information printed or labelled on the outside of the case:

- a) Rural King SKU
- b) Purchase Order must be present on outside of box
- c) Barcoding based on the requirements above
- d) Item manufacturing number
- e) Selling units in the case
 - If the master case contains inner packs, it must also be noted

Examples of the label is shown below.



2. Inner Cases

Items that contain inner cases in the master case must be packaged according to the cardboard specifications above or packaged in clear plastic bags. Bags must contain a barcode according to the barcoding specifications.

3. Mixed Cases

Cases that contain mixed items must be labelled "mixed case" with no barcode on the outside of the case.