

Rural King Vendor Compliance Agreement

This agreement is offered by **RKDS**, **LLC**, d/b/a Rural King Distribution, ("**RK"**). RK encourages you to carefully read ALL required vendor onboarding documents (known collectively as the ("Vendor Agreement") before executing the required documents on the Vendor Portal. The Vendor Agreement documents place obligations on the Vendor to help ensure that the entire supply chain of product delivery is performed in a legally compliant, uniform, safe, and ethical manner. The Terms contained therein, and expressly incorporated herein, describe the legal relationship between you (an individual, representing yourself, or if applicable, acting as legal representative for a company or other legal entity) ("Vendor") and RK and its affiliated and subsidiary companies. By signing these documents, you, your agents, and authorized representatives are indicating that you have read and agree to be bound by these Terms. In the event the Vendor Agreement is not executed, RK will not move forward with the onboarding process.

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 http://www.Ruralking.com/vendors.

Section A: Item information

1. Item Data

Before a new item is sent to RK, the vendor must complete the RK item data set up sheet.

2. Changes from Vendor

a) Vendor Product Changes

The RK Purchasing Team must be given a 30-day written notice and approve any changes to item data. Items received that do not match the item set up sheet are subject to a chargeback equal to the labor used to correct the changes and costs due to improper receiving. See **RK Rates and Fees** addendum for current fee amounts.

b) Vendor Information Changes

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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 payments.

3. Hazardous Material

Vendors with items considered hazardous must provide:

- a) Physical and PDF or weblink copy of the Safety Data Sheet (SDS), emailed to sds@ruralking.com
- b) GHS/CLP categorization or pictograms
- c) Battery information (if applicable)
- d) Disposal considerations
 - o Description of appropriate disposal containers to use
 - o Recommendations of appropriate disposal methods to employ
 - Description of the physical and chemical properties that may affect disposal activities
 - o Language of discouraging sewage disposal
 - o Any special precautions for landfills or incineration activities
- e) 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)
- f) Any other required information requested

4. Damaged Or Short Product

Vendor is responsible for Damaged or Short 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 transfer of goods to RK are subject to inspection for damages. Vendor is responsible for any concealed damages or damage due to improperly secured loads. When freight is received on undamaged shrink-wrapped skid(s) RK signs for pallets only and vendors are held accountable for any concealed shortages. If damages are found during the unloading process, the product is subject to refusal and the Vendor will incur a charge back 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. damaged goods and the labor to process the goods.

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

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- d) RK SKU, UPC, and Vendor Product Number (VPN) 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, price, and quantity
- i) Itemized description for all deduction allowances or other discounts
- j) Freight terms in accordance with the appropriate RK purchase order
- 2. <u>Invoices must match Purchase Order Unit Cost and Unit of</u>
 Measure
- 3. Only one P.O. # is allowed per invoice

Section B: Submission of Invoices and Formatting

1. Submission of invoice

- All invoices must be submitted electronically via EDI.
- Vendor must immediately begin the EDI certification process by contacting RK-edisetup@ruralking.com. Vendor acknowledges that it has exactly 30 days to complete EDI enrollment process. Until the Vendor is EDI certified, invoices must be sent via Email to ap@ruralking.com in PDF format. (The AP system requires that emailed invoices be formatted in PDF. If the invoice is emailed in another format, or if there is a document within a document, the software may not recognize the invoice, and the invoice may not be paid. Accordingly, please do not send QuickBooks links or extensive attachments in email format.) Paper invoices are not accepted, nor will they be processed for payment.
- In the event EDI set up is not completed within 30 days, Rural King reserves the
 right to fine the Vendor, and/or terminate the contract, for the Vendor's failure to
 comply with the terms herein. In such an event, Vendor will be compensated for
 goods delivered prior to termination.

2. Formatting of invoices

Vendor must submit invoices in a format where the invoice sequence matches the purchase order sequence. In addition, the invoice must include the RK SKU and/or the manufacturer model number.

Section C: Monthly Statements

- 1. <u>RK minimally requires a monthly statement (or more frequently if</u> requested by RK in writing) by the 5th of the following month for:
 - a) Outstanding invoices
 - b) Debit /vendor billbacks
 - c) Unapplied cash/overpayments

If monthly statement is not received, RK is not res	sponsible for lost invoices. Te	rms of any invoices
arriving late will begin upon receipt of invoice.		

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

Section D: Non-Compliance with AP requirements

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

Article 3: FREIGHT/LOGISTICS

Section A: Truckload/Volume Shipments

- 1. Shipments over 10,000 lbs or exceeding 7 standard pallets (14 linear feet)
- 2. Volume LTL Shipments

If it is determined that the best method for shipping is with one of RK's pre-qualified 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 B: Small Parcel Shipments

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.

1. Collect Shipping Guidelines

- a) Shipments weighing less than 150lbs and not exceeding 8 cartons are to be shipped via guidelines provided in **Updated Carrier Guideline** addendum.
- b) Each carton cannot exceed any of the below criteria
 - Has a weight greater than 50 lbs.
 - Measures greater than 48 inches along its longest side
 - Measures greater than 105 inches in length and girth the length and girth is length plus (two times the height) plus (two times the width

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c) Approved collect suppliers MUST contact their category manager to receive the Rural King collect account number prior to shipping for the first time.

2. Prepaid and Collect Guidelines

- a) The Rural King PO number must be listed in the <u>first</u> Reference field. Only put the digits of the 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 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.
- e) Each package must include a package count (i.e. 1 of 2, 2 of 2....)

Section C: Less Than Truckload (LTL) Shipments

Shipments weighing between 151lbs and 10,000lbs, not exceeding 7 standard pallets (14 linear feet).

1. Collect Guidelines

RK will instruct the Vendor of the Pre-Qualified 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.
- c) BOLs must be marked as billing "Collect".
- 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.

2. Prepaid Guidelines

Shipments qualifying for Prepaid 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.

- 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.

Section D: Routing Collect Shipments

1. Guidelines

All collect shipments must be submitted to RK Logistics for routing instructions by emailing a completed **RK Routing Request Form** to logistics@ruralking.com.

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2. Timing of Routing Request Submission

The completed **RK Routing Request Form** must be emailed to RK Logistics a minimum of 2 business days prior to the available pickup date by 7:00am EST. Weekends, holidays and the available pickup date itself are not included in this lead time requirement. **See RK Rates and Fees** for current fee amounts.

3. Routing Request Information

Shipments are routed based on the information provided. Submission of incorrect information may result in chargebacks to the shipper in the form of a Logistics deduction.

Section E: General Routing Notes for Collect Shipments

1. Time Specific Services

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

Detention will be charged to the Vendor for collect shipments, beginning 2 hours after the carrier's arrival time for their scheduled appointment. If the vendor is first come first serve detention will still be applicable, beginning 2 hours after the carrier's arrival time

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. Temporary Closings

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 F: Delivery Guidelines

Delivery appointments are required for all deliveries to RK locations, except small package/parcel shipments. (e.g. Direct to Store).

1. Requirements

- a) Appointments must be requested a minimum of 1 business day in advance of the planned arrival date. All appointments must be scheduled by 3pm EST.
 - 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.

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c) All shipments must be delivered to the location listed on the purchase order unless otherwise authorized by written exception.

Section G: Rural King Scheduling

1. Scheduling Team Contact Information

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

- b) The vendor, or their carrier, will email the corresponding scheduling team a minimum of 1 business day in advance. All emails must be sent by 3:00pm EST.
- c) The following information must be provided at the time of requesting an appointment.:
 - a. Rural King issued 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) Appointment confirmation will take approximately 24 hours.
- e) Appointments will not be scheduled without a valid purchase order.

3. Rescheduling

- a. Delivery appointments **must** be rescheduled a minimum of 1 business day in advance, and no later than 3:00pm EST 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. See Article 3, Section H, Number 5 Late Arrivals and No-Show Deliveries. See **RK Rates and Fees** addendum for current fee amounts.
- b. 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

a. 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.

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5. Late Arrivals and No-Show Deliveries

a. 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 late arrival fee will be assessed. See RK Rates and Fees. A carrier that is a No Show for their delivery time will be assessed a No Show Delivery Fee.

Section H: Pre-Qualified Carriers

Rural King has Pre-Qualified Carriers for Small Parcel and LTL shipments. They are listed in the **Updated Carrier Guideline** addendum. These carriers have pre-scheduled deliveries at RK facilities. Utilizing them allows for efficient and timely shipping of RK orders.

If a Vendor has a carrier that they utilize but they are not listed on the **Updated Carrier Guideline**, they should follow the below process to determine if their carrier should be added as a Pre-Qualified Carrier for RK:

- 1) Email the request to logistics@ruralking.com with the following information:
 - a. Carrier name
 - b. Sample shipment data with shipment pricing
 - c. Sales representative contact name and email
- 2) RK Logistics will then internally review the information to determine if the carrier will be approved.

Article 4: DISTRIBUTION REQUIREMENTS

Section A: Documentation Requirements

Vendors must provide both a paper and digital copy of the packing list and bill of lading (BOL) for all RK truckload and LTL shipments 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 least one business day in advance of delivery appointment, and no later than 3:00pm EST. Paper copies must accompany deliveries.

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

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

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- 2. Description of the item
- 3. Quantity shipped
- 4. Unit of the quantity shipped (ex. 5 pallets of 20 each)
- 5. Items must be listed in same sequence as purchase order
- 6. Handwritten changes are expressly prohibited
- c) Vendor contact information
- d) Cost, terms, or other program info should NEVER be shown on the packing list.

[Vendor Name]			Pac	king List
[Street Address]				
[City, State, Zip]				
[Phone Number]				
[Email]				
Bill To:		Ship To:		
[Name]		[Name]		
[Company Name]		[Company Na	ame]	
[Street Address]		[Street Addre	ss]	
[City, State, Zip]		[City, State, Z	Zip]	
[Phone Number]		[Phone Numb	per]	
Order Date:	Purchase Order Nu	mber:	Rural King Contac	et:
6/1/2021	1234567899		John Smith	
RK Sku Number:	MFG Number:	Description:	QTY Ordered:	Otr: Chinned
		-	-	Qty Shipped:
123456	ABC-123	Widget	5	5 EA
234567	BCD-456	Large Widget	10	2 CS of 5 EA
345678	CDE-567	Electric Widge	et 15	3 CS of 5EA
456789	DEF-678	Metal Widget	20	5 Pallets of 4EA

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2. Packing List Truck Load Requirements

Vendors are required to provide a digital packing list as well as 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

Vendors are required to provide a digital packing list as well as a packing list or 4x6 (minimum) label on every pallet shipped Packing list or label 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 must provide a packing list on (or in) every case shipped. Packing list must define what is in the case and the total number of cases on the shipment. (ex. Case 18/20). If packing list is not provided, a fee shall be assessed for each missing packing list. 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 using the GS1 Standard Bill of Lading format. The Bill of Lading must have all necessary fields completed including a valid RK issued Purchase Order Number. If either Purchase Order Number or BOL are not provided, vendors will incur a fee and/or the shipment may be refused. See **RK Rates and Fees** addendum for current fee amounts. Below is an example of a GS1 Standard Bill of Lading See https://www.odfl.com/fillprintforms/vics_bol_2004.pdf

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Addres	5:														
City/Sta	ate/Zip:											B	AR CODE SP.	ACE	
SID#:							FO	B:							
			SI	IIP TO						CAF	RRIER N	AME			
Name:					Loc	ation #:				Tra	iler num	ber:			
Addres	5:									Sea	al numbe	er(s):			
City/Sta	ate/Zip:								- 1	SC	AC:				
CID#:							FO	B:	_	Pro	o numb	er:			
		HIRD PAR	RTY FREIO	SHT CHAR	GES B	ILL TO:	10	υ.							
Name:									_			B	AR CODE SP.	ACE	
Addres	s:														
City/Sta	ate/Zip:									Fre	eight Ch	narge	e Terms:		
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Where the rat	e is dependen	t on value, ship	pers are requi	red to state sp	cifically in	writing the	agreed or o	declared		1	COD An	noun	t: \$		
				quest for Addit					ltem 57	14			rms: Collect:	Prepaid	-
"The agreed or declared value of the property is specifically stated by the shipper to be not exceeding Fee Terms: Collect: Prepaid: ———————————————————————————————————															
				See OD						_					
RECEIVED, subject to the rakes, classifications and rakes that have been established by the Carrier and are available on request. The carrier shall not make delivery of this shipment without payment of to the Shipper (Shipper defined in 49 U.S.C.A. § 19100(13)(c)), and to all applicable states and federal regulations. Shipper 1) freight and all other lawful charges.															
warrants it has need all applicable contractly) or Carrier's applicable treff(s) and the invitation of facility provisions as forth therein and 15 has actual invaluation of and inversel has acceptable contractly to represent the contractly on the second of the second															
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described, pa- transportation	ciaged, marked according to the	and labeled, and applicable regul	are in proper co lations of the U.S	DOT.		y Shipper		By Sh					certifies emergency response carrier has the U.S. DOT eme	information was made av-	skible andor
					B:	y Driver		By Dr	tven/pa	illets	said to cor	ntain	documentation in the vehicle.		

6. Pallet Requirements

All Vendors are required to use 48x40 "Premium Grade A" Pallets.

Characteristics of 48x40 Premium Grade A Pallet** (Also referred to as a 48x40 AAA Pallet)

- 1. Recycled lumber IS acceptable
- 2. Stringers are 48 inches, deck boards are 40 inches
- 3. Pallet has a 7 Top Boards and 5 bottom boards, minimum thickness of ½ inch.
- 4. The (4) Lead Board on top and bottom of pallet are 5.5 inches wide, and the (8) interior boards are 3.5 inches wide
- **5.** (3) or (4) 48 inch stringers is acceptable.
- 6. Stringers are to be <u>unbroken</u>. Broken stringers repaired with companion blocks or wood plugs are <u>UNACCEPTABLE</u>
- 7. Exposed and/or protruding nails are unacceptable

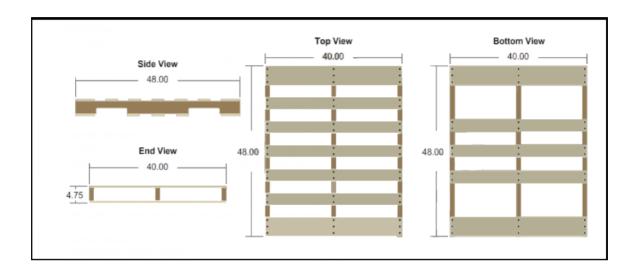
****GRADE B PALLETS ARE NOT ACCEPTABLE****

Failure to comply with the above will result in a pallet fee. See **RK Rates and Fees** addendum for current fee amounts.

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Pallets must be shrink wrapped, using 80 gauge shrink-wrap and ensure the shrink wrap overlaps the pallet and product, securing the product to the pallet. As a minimum, there should be 3 layers of shrink-wrap. Additionally, product <u>must</u> have a protective sheet on the bottom of the pallet to help prevent damage.

Pallets are not to have <u>overhang</u> as this increases the opportunity for damages, which will be charged back to the Vendor.



All items coming into the Distribution Center must be palletized. Floor loaded deliveries will incur a **Labor and Pallet Fee** to unload. See **RK Rates and Fees** addendum for current fee amounts.

7. Palletized Protective-Sheet Requirements

- All pallets <u>MUST</u> have a protective-sheet on the bottom of the pallet where the goods will be stacked.
- b. All pallets <u>MUST</u> have a protective-sheet on the top of the pallet when the goods are of a <u>bagged type</u>. The protective-sheet <u>MUST</u> equal the thickness used on the bottom of the pallet.
- c. Protective-sheets <u>MUST</u> follow the thickness criteria listed below based on the weight of the goods.
- **d.** RK will notify the Vendor if their goods need to follow the above criteria outside of bagged type.

The Vendor will be responsible for ALL damage to the top and bottom layer when the above stated criteria isn't followed

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Thickness (Inch)	Bearing Weight (lbs)
0.024	660
0.036	1323
0.047	1764
0.06	2205
0.07	3307

8. One Purchase Order Per Pallet

RK will only allow one Purchase Order per pallet unless prior written approval is received from Rural King.

- 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 be labeled on all 4 sides of the pallet using approved label format.(See below)
- d. Non-compliance with items above will result in a labor fee. See **RK Rates and Fees** addendum for current fee amounts.

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PER STORE

STORE MUST RECEIVE

SHIP TO:

Rural King Supply
XXXX Street
City, State 12345

P.O.#: 12345678XX

SHIPPED FROM:

Vendor XXXX Street City, State 12345

PALLET	of
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Minimum Bursting Test Requirements						
Maximum Weight of Box and Contents (pounds)	Maximum Outside Dimensions, Length, Width and Depth Added (inches)	Minimum Bursting Test (inch ounce per inch of tear)	Minimum Combined Weight of Facings (pounds per 1,000 square feet)			
	SINGLEWALL COR	RUGATED FIBERBOARD BOXES				
20	40	125	52			
35	50	150	66			
50	60	175	75			
65	75	200	84			
80	85	250	111			
95	95	275	138			
120	105	350	180			
	DOUBLEWALL CORRUGATED FIBERBOARD BOXES					
80	85	200	92			
100	95	275	110			
120	105	350	126			
140	110	400	180			
160	115	500	222			
180	120	600	270			
	TRIPLEWALL CORRUGATED FIBERBOARD BOXES					
240	110	700	168			
260	115	900	222			
280	120	1100	264			
300	125	1300	360			

	Minimum Edge Crush Test Requirments				
Maximum Weight of Box and Contents (pounds)	Maximum Outside Dimensions, Length, Width and Depth Added (inches)	Minimum Edge Crush Test (ECT) (pounds per inch width)			
•	SINGLEWALL CORRUGATED FIBERBOARD BOX	ES			
20	40	23			
35	50	26			
50	60	29			
65	75	32			
80	85	40			
95	95	44			
120	105	55			
DOUBLEWALL CORRUGATED FIBERBOARD BOXES					
80	85	42			
100	95	48			
120	105	51			
140	110	61			
160	115	71			
180	120	82			
·	TRIPLEWALL CORRUGATED FIBERBOARD BOX	ES			
240	110	67			
260	115	80			
280	120	90			
300	125	112			

Section B: Barcoding Requirements

Fees addendum for current fee amounts.

Please see Barcoding Guidelines addendum.

Sample barcodes must be submitted to RK for testing/approval a minimum of 30 days prior to the first shipment. Samples need to be submitted to the following email: vendorcompliance@ruralking.com. Failure to do the above will result in a fee. See RK Rates and

1. Retail Unit Barcodes

 a. RK requires all retail units to be barcoded in the UPC-A format. Failure to barcode will result in a fee. See RK Rates and Fees addendum

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b. Retail Unit Barcode Requirements

- Each retail unit is expected to be marked with a unique UPC for that item.
- ii. The specific format required is the UPC-A format. For usage of alternative barcodes email vendorcompliance@ruralking.com for review and approval
- iii. Failure to do the above will result in a fee. See RK Rates and Fees addendum.

2. Shipping Unit Barcodes

- a. To ensure efficient flow through our Distribution Centers, RK requires the ITF-14 (I 2of5) barcode format on the master and inner cases. Failure to barcode will result in a fee. See RK Rates and Fees addendum.
- b. Shipping Unit Barcode Requirements
 - i. ITF-14 barcodes should be applied to all shipping units that contain multiple retail units
 - If the shipping unit is the retail unit, then an ITF-14 barcode is not required as the UPC on the retail unit will be used for identification.
 - ii. Each IF-14 barcode must be unique
 - iii. An inner pack of Product A must have a different ITF-14 barcode than a master pack of Product A as these codes help identify both product and quantity shipped.
 - iv. Each ITF-14 barcode must be associated with a standard quantity. The same barcode cannot be used to represent a quantity of 12 on shipment A and a quantity of 6 on shipment B.
 - 1. If the quantities that make up an inner pack or master pack ever change, a new unique ITF-14 barcode is required.
 - v. The barcode should never be covered by banding or packaging. Opaque wrapping over the barcode should be avoided whenever possible.
 - vi. ITF-14 barcodes applied to shipping units may either be labels affixed to the packaging or printed directly on the packaging so long as they do not interfere with any graphics, instructions or regulatory/required information.
 - vii. ITF-14 barcodes should be applied to the lower right side of the carton with the largest surface

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area and the adjacent longest side and no closer than 1.25" to any edge of the carton.

3. Barcode Details

- Human readable characters must be printed beneath the barcode
- b. Nominal size (100%) of a UPC barcode should measure 1.020" high x 1.469" wide including the required quiet zones.
- c. The first 6 positions f the barcode should be the Vendor ID
- d. If the Vendor ID is greater than 6 digits, the product ID positions (7 through 11) should be used as needed to provide the full Vendor ID
 - For example: If the Vendor ID is 7 digits long, positions 1 through 7 would be used for the product ID
- e. If the Vendor ID is less than 6 digits long, zeros should be padded to the left of the ID to meet the required number of digits.
- f. Positions 7 through 11 should be a product ID (assuming a 6-digit or less Manufacturers ID
- g. The 12th position of the UPC should be the calculated check digit.

4. Print Quality

- a. Inability to scan your barcode will result in fees. It is recommended that the quality of barcodes being applied is closely monitored to ensure the highest quality.
- b. Failure to do the above will result in a fee. See RK Rates and Fees addendum.

Section C: Case Marking Requirements

1. Master Cases

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

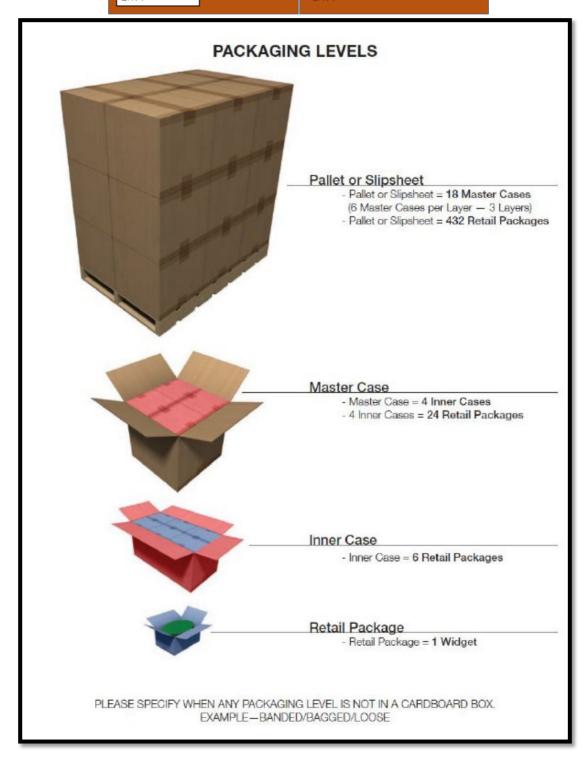
- a) Rural King SKU
- b) Purchase Order must be present on outside of box
- c) Barcoding based on the requirements above
- d) Item manufacturing number
- e) Selling units in the case
 - o If the master case contains inner packs, it must also be noted

Examples of the label is shown below.

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SKU: 1234 UPC: 123456789 MFG: 123-ABC QTY: 4

SKU: 1234 UPC: 123456789 MFG: 123-ABC

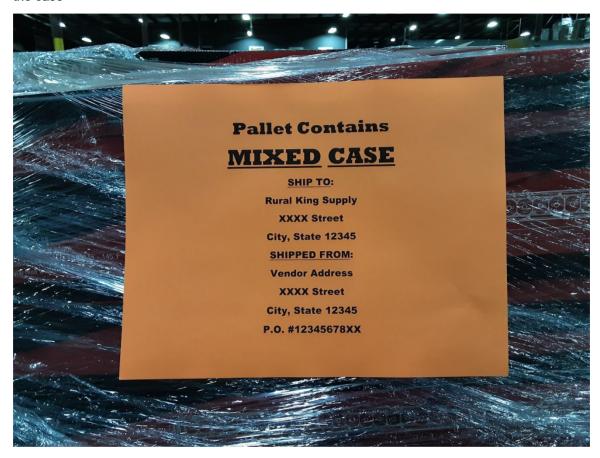


2. Inner Cases

Items that contain inner cases in the master case must be packaged according to the packaging specifications above. Barcoding guidelines apply for inner cases as well.

3. Mixed Cases

Cases that contain mixed items must be labeled <u>MIXED CASE</u> and marked on all sides of the case



Failure to do the above will result in a fee. See **RK Rates and Fees** addendum for current fee amounts.

RK does not accept any agreement when it comes to the CHEP pallet exchange program.

Section D: Miscellaneous

1. Vendor Program Acknowledgement

By signing this agreement, RK and Vendor agree to defined terms concerning business matters such as products, pricing, returns/defectives/damage allowances, markdown allowances, new store allowances, invoice credit terms, volume rebates, exclusivity, etc. Such terms will be contained in one or more documents encompassed within the RK Vendor Program Acknowledgement form or any documents referenced therein, which are hereby adopted and incorporated herein. The RK Vendor Program Acknowledgement form shall be entered into

between the parties with respect to particular product, category, or to distinguish terms relating to purchases made on behalf of a particular division, affiliate or subsidiary of Vendor. In the event that Vendor does not outline the specific rates and/or terms within the RK Vendor Program Acknowledgement form within fifteen (15) calendar days of initial request, Vendor will be subject to RK's Customary terms and rates, including all default rates and terms in effect from time to time. At all times, Vendor has a duty to timely disclose missed credits, allowances, or other monies owed to RK. In the event an auditor discovers credits, allowances, or other monies not disclosed to RK by Vendor, the Vendor will then be responsible for payment of the auditor's commission and/or fees and costs, in addition to money owed. As such, Vendor should send all disclosures to Vendor Compliance@ruralking.com. See the RK Vendor Program

Acknowledgement.

Unless otherwise agreed in writing, Vendor is required to commit a minimum of 3% of total purchase price toward advertising objectives. In the event of nonpayment, advertising fees will be credited to RK account or deducted from RK debts during the next billing cycle. At all times, RK owns complete creative control including, but not limited to, advertising placement, products advertised, and ad appearance. RK reserves the right to amend, alter, restate, change, or adjust timing and content of placed ads in accordance with marketing needs and availability. In such an event, funds may be reallocated without notification. Vendor is responsible for providing adequate inventory levels prior to advertising campaign. If marketing campaign fails due to Vendor inventory issues, the funds will still be deducted as planned. At all times, the Parties agree to act in good faith and adopt all reasonable measures to ensure the realization of the advertising objectives.

2. Rural King Contact Information

To communicate with RK regarding the Vendor Compliance Agreement, please email vendorcompliance@ruralking.com. All References documents or addendums can be found under documents section at www.Ruralking.com/vendors.

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