

**NOTE: To find the document you may need, use this PDF page number listing or use the bookmarks to the left**

Appendix Number	Document Name	PDF Page Number
Appendix 1	General Supplier Information Form	3
Appendix 2	Consumer Brands Supplier Setup Worksheet if you will be delivering to Safeway's Distribution Centers	4

### **Finished Goods - Forms Appendices Location**

Appendix Number	Document Name	PDF Page Number
<b>Non- Numbered</b>	Checklist for New Suppliers	2
<b>Appendix 1</b>	General Supplier Information Form	3
<b>Appendix 2</b>	Consumer Brands Supplier Setup Worksheet if you will be delivering to Safeway's Distribution Centers.	4
<b>Appendix 3</b>	Consumer Brands Supplier Setup/Update Request if you will be delivering to Safeway's Forwarding Warehouses	5
<b>Appendix 4</b>	Continuing Commodity Guaranty and Indemnity Agreement ("CCG")	6
<b>Appendix 5</b>	W-9	10
<b>Appendix 6</b>	General Specifications	13
<b>Appendix 7</b>	New Item Setup Form. Part I	22
<b>Appendix 8</b>	New Item Setup Form. Part II	33
<b>Appendix 9</b>	New Item Setup Form. Part III	34
<b>Appendix 10</b>	Cost Changes Form	35
<b>Appendix 12</b>	Safeway Merger, Acquisition and Divestiture of Product Form	37
<b>Appendix 13</b>	Gladson Request and Processing Request	44
<b>Appendix 14</b>	Safeway Corporate and Credit Information	48
<b>Appendix 15</b>	Product Dating & Case Coding Requirements	49
<b>Appendix 16</b>	Minimum Acceptable Shelf Life At Time Of Delivery To The Distribution Center	59
<b>Appendix 17</b>	Mandatory Temperature Requirements (see next document for the temperature supplement on Seafood, the Seafood HACCP Program)	62
<b>Appendix 17-cont</b>	Safeway Seafood HACCP Program	75
<b>Appendix 18</b>	BioTerrorism Compliance: Sample of Affirmative Statement and Registration & Bill of Lading	78
<b>Appendix 19</b>	Supplier/Vendor Code of Conduct	79

## **CHECKLIST FOR NEW FINISHED GOODS SUPPLIERS**

### **Documents Required by Safeway**

Once you have been selected to become a Safeway supplier, please send back the following mandatory documents to your Corporate Sourcing Contact:

\_\_\_\_\_ The General Supplier Information Form

\_\_\_\_\_ a) The Consumer Brands Supplier Setup Worksheet if you will be delivering to Safeway's Distribution Centers

OR

b) The Consumer Brands Supplier Setup/Update Request if you will be delivering to Safeway's Forwarding Warehouses

\_\_\_\_\_ An inked signed original Continuing Commodity Guaranty and Indemnity Agreement ("CCG")

\_\_\_\_\_ A completed W-9 form with your company's tax identification number.

\_\_\_\_\_ A signed acknowledgement of General Specifications and Supplier Handbook Content knowledge.

\_\_\_\_\_ A NAFTA certificate with the harmonized codes for Imports / Exports within Canada.

\_\_\_\_\_ A signed Certificate of Liability Insurance ("COI").

\_\_\_\_\_ A broad Form Vendor's Endorsement (ISO Form CG 2015)

\_\_\_\_\_ A sample of your company's invoice form specifying your net pay terms

\_\_\_\_\_ All warehouse vendors supplying at least one item covered by the **Bioterrorism Preparedness and Response Act of 2002** must provide the following:

A. An affirmative statement of FDA facility registration compliance.

B. A sample completed bill of lading for warehouse delivery that contains the following pieces of information as required by law under **Title III Section 306 the Establishment and Maintenance of Records**. This sample of the completed bill of lading must show the required level of detail and must be submitted and on file before warehouse deliveries will be accepted for items covered by the **Bioterrorism Preparedness and Response Act of 2002**.

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

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

There may be additional forms required for Direct Delivery Suppliers. Please check with your Corporate Sourcing Contact for other prerequisites.

**General Information (New Suppliers)**

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

Please provide a copy of this form for each Distribution Point  
List the divisions served for that Dist. Point

<b>Safeway's Use Only</b>	Direct Delivery Suppliers:	
Catalog Distributor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Drop Shipment	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Product Line	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**SUPPLIER**

Company Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/ST \_\_\_\_\_  
 Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Remit To Address (if different) \_\_\_\_\_  
 Fax Number \_\_\_\_\_  
 Contact Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Email \_\_\_\_\_  
 Customer Service/Toll Free (800) \_\_\_\_\_  
 Cust. Ser. Contact Name \_\_\_\_\_  
 Cust. Ser. Fax \_\_\_\_\_  
 Cust. Ser. Email \_\_\_\_\_

1 Cash terms \_\_\_\_\_ % \_\_\_\_\_ days Net \_\_\_\_\_  
 2 Swell Allowance \_\_\_\_\_ %  
 3 Trade Discount \_\_\_\_\_ % per case or other  
 4 Quantity Discount  Yes  No If yes, provide quantity breakpoints  
 5 Minimum order Quantity \_\_\_\_\_  
 order in units of: (x one)  Cases  Lbs.  Cube ft.  Pallets  Other  
 6 Shipped via (x one)  Truck  Rail  Buyer's Truck  Piggy Back  
 If Buyer's Truck complete # 7 and #8  
 7 Freight allowance \$ per \_\_\_\_\_ minimum quantity  
 8 Pick Up Address \_\_\_\_\_  
 include zip code \_\_\_\_\_  
 9 Price protection terms?  Yes  No  
 Store Stocks  Warehouse  Invoice

**BROKER**

Company Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/ST \_\_\_\_\_  
 Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Fax Number \_\_\_\_\_  
 Contact Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Email \_\_\_\_\_  
 Customer Service/Toll Free (800) \_\_\_\_\_  
 Cust. Ser. Contact Name \_\_\_\_\_  
 Cust. Ser. Email \_\_\_\_\_  
 Invoiced by:  Vendor  Broker

10 Shipping terms (x one)  
 a  FOB Origin-Freight Collect-Origin-Collect  
 b  FOB Origin-Freight Prepaid-Origin Prepaid  
 c  FOB Origin-Prepaid-Charge Back Origin-Prepaid Chg  
 d  FOB Destination-Freight Collect-Destination-Collect  
 e  FOB Destination-Freight Prepaid-Destination-Prepaid  
 f  FOB Destination-Collect/Allowed-Destination-Collect-Alw  
 11 Shipping point: City/ST \_\_\_\_\_ Zipcode \_\_\_\_\_  
 12 First Ship Date \_\_\_\_\_  
 13 Leadtime for delivery to buyer's warehouse \_\_\_\_\_ working days.  
 14 Pallet/Slip sheet information (x all that apply)  
 a  Merchandise is shipped on slip sheets  
 b  Merchandise is shipped on 4 way GMA hardwood pallets  
 c  Pallet exchange is available  
 d  Merchandise is floorloaded  
 15 Is Supplier EDS, DEX, or NEX capable?  EDS  DEX  NEX  N/A  
 if so, please provide:  
 EDS/DEX contact name \_\_\_\_\_  
 EDS/DEX contact phone \_\_\_\_\_  
 (EDI is now called EDS)

**Supplier/Item cannot be set up without these forms on file with Safeway:**

1. CCG Continuing Commodity Guarantee
2. POI Proof of Insurance
3. Blank Invoice form

Gladson Interactive [www.gladson.com](http://www.gladson.com)  
 Attn: Safeway Project  
 1973 Ohio Street  
 Lisle, IL 60532  
 Phone (630) 435-2200

# Corporate Brands Supplier Setup Worksheet

**Order Information:**

Supplier Name: \_\_\_\_\_

Headquarter Address: \_\_\_\_\_

City, State, Country: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Headquarter Contact: \_\_\_\_\_

Headquarter E-Mail Address \_\_\_\_\_

Headquarter Phone Number: \_\_\_\_\_

Tax Id: \_\_\_\_\_

Supplier Terms: \_\_\_\_\_

**Payment Information**

Remit Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Country: \_\_\_\_\_

Zip Code: \_\_\_\_\_

**Shipping Information:**

Deliver From Name: \_\_\_\_\_

Outlet Address: \_\_\_\_\_

City, State, Country: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Outlet Contact: \_\_\_\_\_

Outlet Phone Number: \_\_\_\_\_

Outlet Fax Number 1: \_\_\_\_\_

Outlet Fax Number 2: \_\_\_\_\_

Transmittal Type (EDI or Fax)  
EDI Contact: \_\_\_\_\_

DUNS # \_\_\_\_\_

# Corporate Brands Supplier Setup/Update Request

\*\*\*\*\*  
Select item to the right →

## ADD VENDOR-REMIT TO-DELIVER FROM

\*\*\*\*\*

SUPPLIER (Order From)			
Supplier Type:	Regular--Bank ID 888	Int. Co. Flag ⇒	External
Supplier #		Supplier Email	
Supplier Name:			
Address 1:			
Address 2:			
Address 3:			
City, State, Country		Zip Code ⇒	
Freight Zone		Geo Code	
P.O. Phone #		P.O. Fax #	
1099 Supplier?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Tax ID/ S.S. #
Are you purchasing Finished Goods/Packaging/Ingredients		<input type="checkbox"/> Yes	<input type="checkbox"/> No
**If yes, what item number or description are you buying?		If Yes, attach C.C.G./ Proof of Insurance	
Supplier Terms:	Discount %	Discount Days	Net Days

REMIT TO (Payment Mailed To)			
Remit #			
Remit Name:			
Address 1:			
Address 2:			
City, State, Country		Zip Code ⇒	
Supplier Pay Type	MAL (Mail)	EDI contact name and phone number ⇒	

DELIVER FROM (Ship Point)			
Deliver From #			
Deliver From Name:			
Address 1:			
Address 2:			
Address 3:			
City, State, Country		Zip Code ⇒	
Freight Zone		Geo Code	
Ship From Phone #		Ship From Fax #	
Ship Method	Road	Auto Pay Supplier?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Tolerance Amount:		FOB Origin	FOB Description
Duns #			

## CONTINUING COMMODITY GUARANTY AND INDEMNITY AGREEMENT TERMS AND CONDITIONS

### I. Warranty, Guaranty and Indemnity

In consideration of the purchase, from time to time, by Safeway Inc. or any entity which is now or hereafter becomes its direct or indirect affiliate or subsidiary (collectively "Buyer") of goods and/or services (together, "Goods") from the undersigned ("Seller") or its agents, affiliates, parents, or subsidiaries ("Seller Parties"), Seller, on behalf of itself and the Seller Parties, hereby makes, undertakes, and enters into this Continuing Commodity Guaranty and Indemnity Agreement ("Agreement"). **Seller hereby:**

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

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

**C. Agrees to provide**, with respect to all Goods, all warnings required under California's Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code Section 25249.5, et seq. ("Proposition 65") (which requires that anyone who, in the course of doing business in California, knowingly or intentionally exposes an individual to chemicals known to the State to cause cancer or reproductive toxicity, give clear and reasonable warning of the presence of such chemicals) and any similar applicable law.

**D. Agrees to indemnify**, hold harmless, and, if requested by Buyer, to defend Buyer from and against any and all claims, demands, lawsuits, actions, proceedings, liabilities, fines, penalties, imposts, fees, costs, losses, and expenses (including, without limitation, reasonable attorney fees and costs) brought against or incurred by or on behalf of Buyer and/or Goods:

1. Arising out of or pertaining to any breach or alleged breach by Seller of paragraphs IA, IB, or IC above;

2. For or because of the injury, illness and/or death of any person or animal, or loss of or damage to any property (including, without limitation, any judgment rendered against or settlement paid by or on behalf of Buyer in any such action), that arises out of or pertains to (i) the handling, shipment, delivery, consumption or use of any Goods sold or delivered by Seller Parties to Buyer, or (ii) any work performed by Seller Parties on Buyer's premises.

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

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

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

### IV. Purchase Orders; Documents; Sales

Buyer may place purchase orders ("Orders") hereunder by Electronic Data Interchange (EDI), by facsimile, or by other written means. Seller shall comply with all Buyer billing, payment, pricing, and document rules, as set forth in the Safeway Supplier Handbook (which may be downloaded at a hyperlink from <http://www.safeway.com/suppliers>) as it may be revised from time to time. Neither the terms of the Order nor this Agreement shall be modified by any terms set forth in an invoice or other shipping document.

### V. General Specifications

**A.** Buyer may, from time to time, post safety, quality, logistical, and other specifications and requirements

generally applicable to vendors, products, or services of a particular category or type ("General Specifications") on Buyer's web site, at <http://www.safeway.com/suppliers/> and hyperlinks therefrom. Seller shall comply with any and all applicable General Specifications, the then-current version of which shall be deemed for all purposes to be terms of each Order. Buyer may, from time to time, by twenty (20) days advance notice to Seller, either electronically or by U.S. mail, revise such General Specifications; Seller shall promptly notify Buyer of any revised General Specifications with which it is unable to comply. In the event that Seller is not able, or otherwise fails, to comply with any General Specification, Buyer shall have the option, in its sole discretion, of terminating any purchasing arrangement or agreement Buyer may have with Seller, and such termination shall not constitute a breach of any such arrangement or agreement.

**B.** Seller shall, at Seller's expense, package, mark, and document all Goods in accordance with good commercial practices, and shall be responsible for any additional cost Buyer may incur resulting from Seller's failure to do so. Seller shall use only GMA #1 (or better) four-way entry pallets for purposes of its performance hereunder, and shall insure that all containers, pallet tags, bills of lading, and invoices include proper information, in accordance with Buyer's specifications, including (but not limited to) Safeway's Order number, product number, quantity, shipment date, names and addresses of Seller and Buyer, item description, and such UPC's as Safeway shall designate.

## **VI. Shipment; Delivery**

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

**B.** Seller shall be responsible for all expenses of delivering the Goods to the "Ship-To" address, stacked, sorted, segregated, and palletized on Buyer's loading dock. Except as otherwise stated in the applicable Order, delivery of the Goods will occur, and risk of loss will pass, only when conforming Goods are received by Buyer or its agent in accordance with the applicable Order and Buyer's employee or agent has signed the bill of lading or other shipping document acknowledging such receipt. If the Order designates an FOB sale with delivery to a navigable port or carrier for shipment, the terms of sale and delivery will be DDP Vessel Incoterms 2000.

**C.** To the extent requested by Buyer, Seller shall be responsible for making all claims with the carrier for all losses or damages and/or rework expenses.

## **VII. Payment**

**A.** Unless otherwise agreed in writing between the parties, payment shall be on the terms stated in the Order and the due date of each payment shall be calculated from the date of delivery.

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

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

Buyer, at its sole option, may (within a reasonable time after it has had an opportunity to inspect) reject (or may revoke acceptance of) and either return to the Seller or hold at Seller's risk and expense any Goods that at the time of delivery (a) do not conform to Buyer's specifications, (b) do not otherwise conform to the applicable Order, (c) contain defective or inadequate warnings, labeling, instructions, or safety guards, (d) violate any law, regulation, or court or administrative order, (e) fail to comply with applicable Customs requirements, or (f) infringe any third party's patent, trademark, copyright or other intellectual property right, *provided, however*, that Buyer's failure to reject (or to revoke acceptance of) any Goods shall not relieve Seller of responsibility for any warranty or liability with respect to such Goods under this Agreement or otherwise. Payment of any invoice shall not waive Buyer's right to reject or revoke acceptance of Goods. Seller shall bear all expenses and risks of unpacking, examining, repacking, storing, holding and/or reshipping, returning and any Customs actions regarding any Goods rejected (or whose acceptance is revoked) by Buyer. Buyer's right to reject (or revoke acceptance of) and to return or hold Goods shall, without limiting such right, extend to Goods returned by Buyer's customers for any reason stated in this Section. At Buyer's option, with respect to any Goods that Buyer rejects or revokes acceptance of hereunder, Seller shall refund or credit to Buyer, or Buyer may offset against amounts it owes to Seller, the cost of such rejected Goods.

## **IX. Recalls; Tainted Products Claims**

**A.** If Goods, because of a condition which existed at the time of delivery (or which results from such condition), are the subject of a recall (or safety notice) initiated by Buyer, Seller, or a government or consumer protection agency, Seller shall be responsible for all reasonable costs and expenses associated with the recall or notice and shall reimburse Buyer for all reasonable costs and expenses incurred by Buyer in

recalling, publishing notices about, shipping, and/or destroying such Goods (and, where applicable, any products with which such Goods have been packaged, consolidated or commingled) at Buyer's net landed cost therefor, including refunds to customers.

**B.** Upon learning or receiving notice of a credible claim or potential claim of a defect in, or tampering with, any Goods, Seller shall promptly notify Buyer and, if appropriate, contact the FDA and/or other appropriate government agency, and shall immediately conduct at its expense sufficient analyses of such Goods to reliably determine the accuracy of such claim and the cause of any such defect or tampering.

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

#### **X. Trademarks; Trade Dress; Service Marks**

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

#### **XI. Labeling and Packaging**

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

#### **XII. No Salvage**

Seller shall not, and Seller shall instruct its carrier and agents that they shall not, without the prior written consent of Buyer: (a) cause, suffer or permit the transfer, sale or disposal of any Goods bearing Buyer Trademarks to any third party, including, without limitation, any insurance company; or (b) offer to sell, transfer or dispose of any such Goods, whether as salvage or otherwise.

#### **XIII. Compliance with Laws and Standards**

**A.** Seller represents and warrants that: (i) it is a legal entity duly organized and in good standing under the laws of the state (or other governmental entity) of its

organization, with full capacity to sue and to be sued; (ii) it is authorized to enter into and be bound by the terms of this Agreement; and (iii) neither this Agreement nor Seller's performance hereof shall be a violation of applicable law or the terms of any material contract, instrument or agreement between Seller and any third party.

**B.** Seller represents and warrants that the Seller Parties (i) shall comply with all applicable laws and local government regulations regarding labor, child labor, minimum wage, living conditions, overtime, working conditions, and the environment, and (ii) shall not use forced prison labor or the labor of children under the age of 14. Seller further agrees to comply with the Vendor Code of Conduct set forth in the Safeway Supplier Handbook, as it may be amended from time to time.

**C.** Seller agrees to provide such information as Buyer may reasonably request to enable Buyer to comply, and to facilitate Buyer's compliance, with applicable federal, state, and local statutes, rules, regulations, ordinances, orders, and other imperatives (collectively, "Requirements"). Seller further agrees to comply with such rules as may be promulgated by Safeway with respect to such Requirements. Seller warrants, now and as of the time of each shipment of Goods hereunder, that such information as it shall provide to Buyer under this Section XIII.C shall be true, accurate, and complete in all material respects.

**D.** Seller agrees to notify Buyer, in writing, of any Goods that contain a chemical listed by the State of California pursuant to Proposition 65 that is not exempt from the warning requirement under Section 25249.10, and such notice shall include: the product name; the listed chemical(s); and the warning statement that Seller shall provide with such Goods.

#### **XIV. Insurance**

**A.** Seller shall obtain and maintain, at its expense for so long as it shall provide Goods hereunder, a policy or policies of Commercial General Liability insurance (including product and completed operations, personal and advertising injury and contractual liability coverage) covering the Seller Parties with minimum limits of \$2,000,000 per occurrence and Products and Completed Operations coverage written on an occurrence form with minimum limits of \$2,000,000 per occurrence. Each such policy shall be underwritten by insurers rated "A-" or better by A.M. Best Company. If Seller's employees enter Buyer's premises, Seller shall obtain and maintain, at its expense and for so long as such employees shall conduct such operations, a policy or policies of Workers' Compensation insurance with statutory limits and Employers' Liability (Stop-Gap Liability) insurance with minimum limits of \$2,000,000 and Automobile Liability Insurance with minimum limits of \$2,000,000 for each accident, including owned, non-owned, and hired vehicles.

**B.** Seller will provide Certificates of Insurance naming Buyer as "Additional Insured," with respect to General Liability and Auto Liability policies, and shall cause a Broad Form Vendor's Endorsement (ISO Form CG2015) in favor of Buyer to be attached to such policies. Seller shall provide such Certificates of Insurance upon execution hereof, and shall provide updated Certificates of Insurance when coverage is



renewed or materially changed and as may be requested from time to time by Buyer.

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

**XV. General Terms**

A. This Agreement shall be governed by and construed in accordance with the laws of the U.S. state where Goods are to be delivered hereunder, exclusive of the conflict of laws provisions thereof (provided however that, with respect to Goods delivered to Safeway outside of the U.S., this Agreement shall be governed by and construed in accordance with the laws of the State of California and Seller hereby consents to the jurisdiction and venue of the federal and state courts located therein). In the event that any term or provision hereof is held by a court having competent jurisdiction to be invalid or unenforceable, such term or provision shall be deemed severable, and the remainder hereof shall remain in full force and effect. Seller shall remain bound by this Agreement notwithstanding any assignment or attempted assignment by Seller of its interests herein. This Agreement shall be and remain binding upon the parties hereto and their respective successors and assigns.

B. No amendment, modification or waiver of any term of this Agreement shall be effective unless set forth in writing and signed by an authorized representative of

the party against which such amendment, modification or waiver is sought to be enforced. This Agreement applies in addition to, and not in lieu of, any other applicable representations, warranties, guarantees, indemnities, or other agreements between Buyer and Seller, and shall not be deemed to be modified or otherwise affected by any agreement hereafter entered into by Seller and Buyer unless specific reference to this Agreement is therein made and such modification is signed by duly authorized representatives of each party hereto.

C. Buyer may, from time to time, upon not less than sixty (60) days prior written notice to Seller, modify any one or more term(s) of this Agreement; if Seller reasonably objects to any such modification, Seller will so notify Buyer and the parties shall use commercially reasonable efforts to negotiate a resolution of such differences; provided, however, that if such resolution is not achieved, Buyer shall have the option, in its sole discretion, of terminating any purchasing arrangement or agreement Buyer may have with Seller, and such termination shall not constitute a breach of any such arrangement or agreement. Shipment of Goods hereunder at any time after such sixty (60) days shall constitute acceptance on the part of Seller of such modification unless Seller has notified Buyer before such shipment of its objection to such modification.

D. This Agreement shall be effective as of the date of execution by Seller, and shall continue in effect with respect to all Goods purchased or ordered by Buyer from Seller or a Seller Party until revoked, in writing, by Buyer. Notice of the acceptance of this Agreement is hereby waived by Seller. When executed (without modification) by Seller and delivered to Buyer, this Agreement shall supercede any previous Continuing Commodity Guaranty executed by Seller for the benefit of Buyer.

**Please Fill Out Completely**

Dated: \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_

Seller

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

\_\_\_\_\_  
(Type or Print Name of Seller's Representative)

Address of Seller

\_\_\_\_\_  
Title:

\_\_\_\_\_  
(Street and Number)

(Please observe instructions below)

\_\_\_\_\_  
(City) (State) (Zip)

**Instructions:**

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



## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name		
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
	City, state, and ZIP code		
List account number(s) here (optional)			

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number
+
or
Employer identification number
+

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note:** *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note:** *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

**Exempt payees.** Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, **1** through **15**.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for <b>9</b>
Broker transactions	Exempt recipients <b>1</b> through <b>13</b> . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients <b>1</b> through <b>5</b>
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients <b>1</b> through <b>7</b> <sup>2</sup>

<sup>1</sup> See **Form 1099-MISC**, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note:** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



## QUALITY ASSURANCE PROCEDURES

CONFIDENTIAL

Procedure Title <b>GENERAL SPECIFICATIONS</b>	APPROVAL DIRECTOR, TECHNICAL SERVICES  Mark Salimbene	PROCEDURE NO.  8020.1670.001
AUTHORIZED FOR USE AT  ALL VENDORS	APPROVAL MANAGER, QUALITY ASSURANCE  David Lawrence	DATE ISSUED  2-1-05
	ISSUED BY  QA Team	SUPERSEDES  January 21, 2003

### I. PURPOSE

The purpose of this procedure is to provide general quality and safety requirements for all food and non-food products produced for the Safeway Companies. This document is not designed to provide specific and in depth direction. Vendors should refer to individual product specifications for critical issues that are product specific.

### II. SCOPE

This procedure applies to all manufacturers and suppliers of product to Safeway and the Safeway Companies.

### III. RESPONSIBILITIES

The vendor is responsible for compliance with all requirements of the General Specifications.

### IV. POLICY FOR FOOD ITEMS

#### A. GENERAL STATEMENTS

1. This General Specification covers all food and beverage products purchased by Safeway Inc. (as buyer).
2. In addition to this General Specification, there is an Effective Specification or Supplement Specification for individual Corporate Brand products. In the event of incompatible or conflicting requirements for the Corporate Brand Products, the Specification or Supplement Specifications for the individual product take precedence.
3. All facilities supplying Corporate Branded products to Safeway must be approved by Quality Assurance prior to the initial production run.
4. All vendors shall have extensive programs designed to deal with security and bio-security issues.

#### B. GENERAL SPECIFICATIONS FOR RAW PRODUCT

1. Raw product shall be properly matured, sound and reasonably free from weeds and extraneous materials, infestation, pestilence, spray residues and damage, conforming to any applicable

**QUALITY ASSURANCE PROCEDURES**
**CONFIDENTIAL**

Procedure Title	DATE ISSUED	PAGE	OF
<b>GENERAL SPECIFICATIONS</b>	<b>2-1-05</b>	2	8

FDA, USDA-accepted trade standards where specific or applicable Canadian Food Inspection Agency Regulations.

2. Where applicable, product deliveries to processing facilities will occur within established time limits and without undue heat buildup or deterioration. Product that has become excessively damaged, crushed, limp, soft, overheated, or lacking in fresh product flavor because of delay shall not be used for Buyer's product.
3. Prior to processing the product shall be thoroughly cleaned of dirt, dust, spray, residues, insects and insect fragments, foreign materials and for reduction of soil bacteria.
4. All incoming ingredients that are an essential part of the finished product, shall be accompanied by a Certificate of Analysis (COA) and inspected for compliance to the ingredient Specification at the time they are received. Further inspection for wholesomeness, soundness and cleanliness, including appropriate toxicological and microbiological examinations where applicable, shall be completed.
5. Records shall be maintained showing application of insecticides, fungicides, herbicides, or spray combinations, whether residual or non-residual. They shall indicate the raw product conforms to FDA-USDA chemical and residue regulations at the time of receipt.
6. Upon request, any raw material or ingredient shall be made available for inspection and approval of qualitative and/or performance characteristics by supplier quality assurance department according to mutually acceptable sampling and acceptance procedures. Buyer has the prerogative to reject the use of any raw material or ingredient and may specify alternatives for Corporate Brand Products.
7. All changes in kind, quality, or quantity of raw materials or ingredient specifications for Corporate Brand products shall be mutually agreed upon, in writing, between Buyer and Seller.
8. Approved formulas and/or ingredient percentages for Corporate Brand products shall not be altered, without written permission from the Buyer.
9. In formulated products, ingredients shall be stored in appropriate places, clearly marked and identified, to protect from contamination and deterioration. First-in, first-out procedures shall be used.

**C. GENERAL SPECIFICATIONS FOR PREPARATION, HANDLING AND PROCESSING**

1. Guiding principles for preparation, handling, and processing shall be to produce an attractive, clean, reasonably uniform, full-flavored, and wholesome product; to retail, nutritive values within good manufacturing practices and to preserve these characteristics in the finished product.
2. Process and quality controls shall be monitored regularly and with sufficient frequency to assure the processes are performing properly. Records of tests and control data pertaining to product shall be made available upon request.
3. Product contact with chemical residues, including chlorine compounds, iron, copper, copper-bearing alloys, wooden or porous equipment shall be avoided or minimized.
4. Corrosive-resistant materials used shall be designated as food grade and government approved by the manufacturer.
  - a) For beer, wine and spirits, contact with porous equipment shall be prohibited, except for the development of finished product characteristics (i.e., color, flavor, mouth-feel).

**QUALITY ASSURANCE PROCEDURES**
**CONFIDENTIAL**

Procedure Title <b>GENERAL SPECIFICATIONS</b>	DATE ISSUED <b>2-1-05</b>	PAGE <b>3</b>	OF <b>8</b>
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5. Suppliers shall maintain a well-planned, efficient, and continuous sanitation program. All practices shall minimize the possibilities of product contamination through microbial growth, dust, condensate, pests, insects, birds, rodents or other unsanitary sources. Records pertaining to such procedures shall be made available upon request.
  - a) As applicable, the sanitation program shall meet the requirements of Part 308, CFR Title 21, Part 110 or applicable Canadian Food Inspection Agency Regulations.
  - b) Rodent control program shall include both inside and outside prevention. Only mechanical methods (i.e., Ketch-Alls, spring traps, glue boards, etc.), will be allowed inside production and warehouse facilities.
  - c) The plant shall conduct a microbiological monitoring system, which indicates that its sanitation program complies with good manufacturing practices.
  - d) Cleaning compounds, chemicals and pesticides should be stored in safe and controlled environment.
6. Product shall be washed, where applicable, and inspected for the removal of damaged and defective units or material. It shall be rendered free from soil, insects and insect spray residues and foreign and extraneous materials. The final wash (where necessary) shall be accomplished with all-fresh, potable water. Any excess moisture shall be drained off prior to packaging.
7. In formulated products, ingredients shall be stored in appropriate places, clearly marked and identified, to protect from contamination and deterioration. First-in, first-out procedures shall be used.
8. Safeguard installations, as practicable, shall protect against contamination by extraneous materials. Proper use of magnets and electronic detectors for removal of tramp iron and other metals is required.
9. Mixing tanks and measuring units shall be maintained in sanitary manner.
10. Products shall be handled with dispatch, without any delays. Packaging shall be completed as soon as possible after processing to prevent adverse changes in finished product quality.
11. The containers shall be appropriately cleaned and free from damage and/or contamination.
12. All containers shall be filled in such a manner that package exteriors are not soiled.
13. Procedures and processes, including heat treatment during preparation and fills, shall be adequate to assure correct headspace and fill weights. Records of fill, headspace, and temperatures shall be maintained with sufficient frequency to assure adequacy of the process. Check-weight and fill procedures shall be accurate to assure correct quantity and fill.
14. Labels and tamper-evident closures, where applicable, shall be properly placed and securely glued. Torn, loose, crooked, or off-register labels and closures shall be discarded. Corporate Brand labels shall be inspected at the time they are received, and records showing compliance with Buyer's label requirements shall be made available to Buyer. Labels shall be used on a first-in, first-out basis.
15. Packages, containers or labels shall be legibly coded in a manner and with code symbols or markings mutually agreed upon in advance between Buyer and Seller.
16. Where applicable, the number of shelf-life days after pack, as expressed by the pull date, shall be agreed upon in advance between Buyer and Seller.
17. Container and case coding for Corporate Brand product will confirm with Safeway specifications as noted in SOP 8020.1260.



**QUALITY ASSURANCE PROCEDURES**
**CONFIDENTIAL**

Procedure Title	DATE ISSUED	PAGE	OF
<b>GENERAL SPECIFICATIONS</b>	<b>2-1-05</b>	4	8

18. Storage shall be clean and orderly. It shall protect against infestation and/or rodent contamination, corrosion and rusting of cans, damage and soiling of cases.

**D. GENERAL SPECIFICATIONS FOR FINISHED PRODUCT**

1. The finished product shall comply with Federal, State/Provincial and Municipal Pure Food Laws.
  - a) Beer, wine and spirits shall additionally comply with the U.S. Alcohol, Tobacco and Firearms Act, as amended.
  - b) Food products shall additionally comply with the Food, Drug and Cosmetic Act, as amended, or applicable Canadian Food Inspection Agency Regulations.
2. Weights and fill at the point of retail sale shall conform with Federal, State and Municipal Weights and Measure Regulations or applicable Canadian Food Inspection Agency Regulations. Vendors are required to implement and maintain adequate net fill control programs.
3. The presence of foreign material (such as dirt, sand, grit, wood, metal or metallic particles) in more than a single sample during lot or process inspection shall be cause for rejecting the lot.
4. There shall be no off-flavor or off-aroma in any sample.

**E. GENERAL VERIFICATION**

1. The finished product quality shall be supported by sufficient processing and quality control records as determined by qualified personnel or agency, continually meeting or surpassing the specifications.
2. The Seller is responsible for meeting all the provisions of this specification. The seller shall perform the examinations and tests that are required to assure compliance, including appropriate microbiological examinations on each production run. Inspection and test records shall be complete, and they shall be made available to the Buyer.
3. Seller shall not effectively change any provision of these specifications without written consent of Buyer.
4. The Seller shall maintain a file of Safeway customer complaints for Corporate Brands as received with information concerning corrective action taken. This file should be made available to Buyer.
5. Seller will verify scanability of label UPC.

**F. CANNED FOOD PRODUCTS**

1. In addition to the General Specifications, the following requirements cover all Canned Food items purchased by Safeway Inc.
2. Three (3) piece metal containers shall have welded seams. Lead soldered seams shall be cause for lot rejection.
3. The net headspace of cans shall not be greater than 10 percent of their internal height. Glass containers shall be practically full. The filled containers shall be processed with dispatch, without accumulation or delay.
4. Manufacturer will conform to 21 CFR, Section 113.0 & 114.0 or Canadian equivalent.

**QUALITY ASSURANCE PROCEDURES**
**CONFIDENTIAL**

Procedure Title	DATE ISSUED	PAGE	OF
<b>GENERAL SPECIFICATIONS</b>	<b>2-1-05</b>	5	8

- Where labeling procedures permit a choice of can-code location, the coded end of the cans shall be uniformly on the bottom.

**G. FROZEN FOOD PRODUCTS**

- In addition to the General Specifications, the following requirements cover all Frozen Food items purchased by Safeway Inc.
- Blanch shall be adequate to inactivate growth enzymes. Blanch shall not be excessive. On vegetables with cut surfaces prior to blanch, steam blanching is preferred.
- Vegetable products shall be rapidly cooled after blanching and prior to packaging, preferably to at least 60° F.
- Each frozen ingredient for Corporate Brand vegetable mixes and vegetable specialties shall have been approved as meeting the appropriate Corporate Brand product specification. If ingredients are purchased from other packers, prior approval of each packer and product shall be obtained from Buyer.
- All IQF ingredients to be used in Buyer production shall be stored in poly-lined, covered fiberboard tote bins. All liners shall be new. No staples or metallic fasteners shall be used to fasten sides, tops or bottoms of bulk ingredient containers.
- Freezing of specialty items shall be sufficient to reduce core temperature to +5° F within three hours of entry into the freezer.
- Pre-frozen ingredients shall reenter the freezer before signs of defrost are evident.
- Finished product shall enter the proper freezing equipment in one half hour or less after containers are closed.
- Frozen packaged Corporate Brand product shall be cased, vignette upward, with dispatch and returned promptly to frozen storage. It shall be cased in printed shipping cases that comply with Buyer's case specifications. The shipping case shall be code marked with the same production and/or open-date code as the cartons.
- Finished product shall be stored at 0° F or lower and shall remain constant within +/- 2° F. Methods and positioning of stacks shall make for circulation of refrigerated air around all sides, including top and bottom. Storage premises shall be clean and orderly and shall include product protection against foreign odors and damage.
- Lots containing units above 0° F shall not be shipped. During loading the product shall be transferred to car or truck with dispatch. Loading transfer areas which are covered or are otherwise designed to protect the product against partial defrost are recommended.

**V. POLICY FOR NON-FOOD ITEMS**
**A. GENERAL STATEMENTS**

- This General Specification covers non-food products purchased by Safeway Inc. (as Buyer), and packed by the Seller.
- In addition to this General Specification, there is an Effective Specification or Supplement Specification for individual Corporate Brand products. In the event of apparent conflicting

**QUALITY ASSURANCE PROCEDURES**

CONFIDENTIAL

Procedure Title	DATE ISSUED	PAGE	OF
GENERAL SPECIFICATIONS	2-1-05	6	8

requirements for Corporate Brand products, the Specification or Supplement Specification for the individual product takes precedence.

**B. GENERAL SPECIFICATIONS FOR COMPONENT MATERIALS**

1. All incoming raw materials and/or components that are an essential part of the Corporate Brand finished product shall be inspected for compliance to the raw material/component specification at the time received. Further inspection for wholesomeness, soundness and cleanliness, including appropriate toxicological and microbiological examinations where applicable, shall be completed.
2. Upon request, any raw material or components shall be made available for inspection and approval of qualitative and/or performance characteristics by supplier quality assurance department according to mutually acceptable sampling and acceptance procedures. Buyer has the prerogative to reject the use of any raw material or component and may specify alternatives for Corporate Brand products.
3. All changes in kind, quality, or quantity of raw materials or component specifications for Corporate Brand products shall be mutually agreed upon, in writing, between Buyer and Seller.
4. Approved formulas and/or component percentages for Corporate Brand products, shall not be altered without written permission from the Buyer.

**C. GENERAL SPECIFICATIONS FOR PREPARATION, HANDLING, MANUFACTURING, AND STORAGE**

1. Guiding principles for preparation, handling, manufacturing, and storage shall be to produce an attractive, clean, uniform product and to preserve these characteristics in the finished product.
2. Process and quality controls shall be monitored regularly, and with sufficient frequency to assure the processes are performing properly. Records of tests and control data pertaining to the product shall be made available upon request.
3. There shall be a well-planned, efficient, and continuous sanitation program. All practices shall minimize the possibilities of product contamination through microbial growth, dust, condensate, pests, insects, birds, rodents or other unsanitary sources. Records pertaining to such procedures shall be made available upon request.
  - a) Rodent control program shall include both inside and outside prevention. Use mechanical methods only (i.e., Ketch-Alls, spring traps, glue boards, etc.), inside production and warehouse facilities.
  - b) Chemicals, cleaning compounds and pesticides should be stored in safe and controlled environment.
4. In formulated products, raw materials and components shall be stored in appropriate places, clearly marked and identified, to protect from contamination and deterioration.
5. First-in, first-out procedures shall be used.

**QUALITY ASSURANCE PROCEDURES**
**CONFIDENTIAL**

Procedure Title <b>GENERAL SPECIFICATIONS</b>	DATE ISSUED <b>2-1-05</b>	PAGE <b>7</b>	OF <b>8</b>
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6. Safeguard installations, as practical, shall protect against contamination by extraneous materials. Proper use of magnets and electronic detectors for removal of tramp iron and other metals is required.
7. Mixing tanks and measuring units shall be maintained in sanitary manner.
8. Products shall be handled with dispatch, without any delays. Packaging shall be completed as soon as possible after manufacture to prevent adverse changes in finished product quality.
9. All containers shall be filled in such a manner that package exteriors are not soiled. The containers shall be inspected for the removal of damaged and defective units or materials.
10. Procedures and processes, including heat treatment during preparation and fill, shall be adequate to assure correct headspace and fill weights. Records of fill, headspace, and temperatures shall be maintained with sufficient frequency to assure adequacy of the process.
11. Labels and tamper-evident closures, where applicable, shall be properly placed and securely glued. Torn, loose, crooked, scuffed and stained or off-register labels and closures shall be discarded. Labels shall be inspected at the time they are received, and records showing compliance with Buyer's label requirements shall be made available to Buyer. Labels shall be used on a first-in, first-out basis.
12. Packages, containers or labels shall be legibly coded in a manner and with code symbols or markings mutually agreed upon in advance between Buyer and Seller.
13. Where applicable, the number of shelf-life days after pack, as expressed by the pull date, shall be agreed upon in advance between Buyer and Seller.
14. Container and case coding for Corporate Brand product will confirm with Safeway specifications as noted in SOP 8020.1260.
15. Storage shall be clean and orderly. It shall protect against infestation and/or rodent contamination, corrosion and rusting of cans, damage and soiling of cases.

**D. GENERAL SPECIFICATIONS FOR FINISHED PRODUCT**

1. The finished product shall comply with applicable Federal, State, Municipal or applicable Canadian Regulations.
2. Weights and fill at the point of retail sale shall conform with Federal, State and Municipal Weights and Measure Regulations or applicable Canadian Food Inspection Agency Regulations. Vendors are required to implement and maintain adequate net fill control programs.
3. The presence of foreign material (such as dirt sand, grit, wood, metal or metallic particles) in more than a single sample during lot or process inspection shall be cause for rejecting the lot.

**E. GENERAL VERIFICATION**

1. The finished product quality shall be supported by sufficient manufacturing and quality control records, as determined by qualified personnel or agency, continually meeting or surpassing the specifications.
2. The Seller is responsible for meeting all the provisions of this Specification. The Seller shall perform the examinations and tests that are required to assure compliance, including appropriate microbiological and safety examinations on each production run. Inspection and



# QUALITY ASSURANCE PROCEDURES

CONFIDENTIAL

<small>Procedure Title</small> <b>GENERAL SPECIFICATIONS</b>	<small>DATE ISSUED</small> <b>2-1-05</b>	<small>PAGE</small> <b>8</b>	<small>OF</small> <b>8</b>
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test records shall be complete, and they shall be made available to the Buyer. Seller shall not effectively change any provision of the Specifications for Corporate Brand products without written consent of Buyer.

3. The Seller shall maintain a file of Safeway customer complaints for Corporate Brand products as received with information concerning corrective action taken. This file should be made available to Buyer.
4. Seller will verify scanability of label UPC.

## VI. REASON FOR REVISION

Add requirements for extensive bio-security and security programs.

I, \_\_\_\_\_, an authorized representative from company \_\_\_\_\_ acknowledge that I have read the General Specifications Document and understand its content.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Address



CROSS DIVISIONAL NEW ITEM PRESENTATION FORM

SFWY USE ONLY:

Corp Item Code:

Set Up Completion Date

Initial

Form Revision 3/14/05

Item Information

(For new vendors and items with new ship points, Complete General Information Form, part 2 - ONE PAGE PER SHIP POINT). (Note any division-specific item information (ie: case configurations) on a separate new item form)

1. Vendor Information

Vendor Name:

Corporate Vendor Number: Ships with existing item upc for applicable facilities

Vendor Contact:

Vendor Contact Phone Number:

Vendor Email Address:

Broker Contact:

Broker Contact Phone Number:

2. Vendor Policy and Terms of Sale

A. Spoiled/ damaged merchandise (X) one or more
Product Recovery Bill Back Credit Memo Product Exchange

B. Is the item dated? Y/N If yes, # of days Numeric Exp on Case? Y/N

C. As a manufacturer, do you have COI on file with Safeway? Y/N
If not, refer to part 2 of the New Item Presentation form

D. Vendor acknowledges that it has agreed to be bound by the terms of the SWY CCG Y/N

E. Sale Guarantee: Do you agree to repurchase at our net cost including transportation and handling expenses, all unsold merchandise? If yes, attach copy of guarantee. Y/N

F. As a condition of sale, the vendor guarantees that this product meets all packaging, labeling classification requirements of the U.S. Dept of Transportation hazardous materials regulations. Y/N

G. Is this new item offer made to all customers on an equal and proportionate basis? Y/N
If no, please provide MNC with a written explanation.

H. Have sufficient samples been provided the MNC for scan verification? Y/N

I. Is this item covered by the Country of Origin Laws and Regulations? Y/N

J. Is product on file with Gladson Interactive Y/N

K. Vendor Agrees to submit product to Gladson Interactive 30 days prior to first ship. Vendor acknowledges payment due Safeway of charges & handling for this activity should vendor fail to do so

L. Are extended terms offered for the product presented? Y/N

M. Is a Placement Allowance being offered for the New Item? Y/N
If a placement allowance is being offered, how much is the offer amount?

N. If this item is a line extension, please attach revised NOPA for all previously presented deals for this line that include this New Item. Please state 'new' in the 'Corporate Item Code' field of the revised NOPA for this item

O. If this item is discontinued at any future date, the vendor agrees to support clearance markdown with scan allowance on warehouse items. Direct Delivery items discontinued will be credited at current list cost and picked up by vendor as law allows.

P. Vendor Signature agreeing to all terms and conditions stated above

Date

Vendor Comments

Safeway Information:

CS #

19. SMIC

New Item Distribution Y/N

PRODUCTION CODE

Buyer Instructions

29. Special Instructions

30. Promotional Planning

31. Additional Comments

3. Distribution

- Warehouse
(or) DSD

4. Type of Presentation:

Check appropriate box(es) below:

- New Item
Pack Change Existing CIC
Bonus Pack Existing CIC
One Time Buy
Expense Item
Reinstated Item
DSP-Must include Part 2
Corporate Brands Item
Random Weight Item

If applicable:

- UPC Number Change
Vendor Change

5. Date of Presentation:

6. Complete Item Description (as shown on consumer package):

7. Specify Divisions the New Item is being presented for. If all please write "ALL"

8. Is this item WIC authorized? If yes, please list all applicable states.

9. Pack Configuration

How many consumer units are in one master case?
Are there any reshippable inner packs within the case? Y/N
If yes, how many inner packs are in one master case? (C/F)
If yes, how many consumer units are in one inner pack?

10. Additional Item Information: Vendor

CRV Y/N
Pre-Priced Item Y/N
Item in glass container Y/N
Bottle deposit Y/N
Controlled substance Y/N
If yes, what type of substance?
Line extension UPC
Tray size
Swell allowance by item

11. Warehouse/Order Information

Vendor Product Code
Gross Case Weight
Case Cube
First Ship Date
Case Cost (if same for all DCs)
Ship Date to Stores
Shipping Units Per Store

12. Consumer Product Unit Dimensions

Height
Width
Depth
Product Size / Net weight

13. UPC Information:

UPC-A
Zero Supress UPC
EAN.UCC-8
EAN-UCC-13
Case GTIN
Case UPC Code

14. Additional UPC information

Multipack UPC
System 2 UPC
Family Code
Industry PLU

15. Additional Item Information: NCA

Package Shape Code
National brand equivalent UP
Buying Proc Code
PRC Auth Code
CPC for new CIC
Create New CPC Y/N
FSA Eligible Y/N

16. C.O.O./Bio-Terrorism/HACCP: NCA

COOL Indicator Y/N COOL Class
BIO Indicator Y/N Wild/Farmed
Seafood HACCP Y/N Tray Size

Table with columns: Hatched, Raised, Harvested, Processed and rows 1st, 2nd, 3rd

Category Director Signature

MNC Signature

NCA Signature

17. Freight Information

Order Weighting Factor
Freight Charge CWT/CS
Freight Allow CWT/CS

18. POS Information: NCA

Price Like CIC
Common CRC Y/N
Suggested Retail
Label Count
Sensitivity

NIPF Barcode Do not use this area

Appendix 7 - Page 1 of 10

Table with columns for Divisions (Denver 05, Dominicks 10, Phoenix 17, Portland 19, Texas 20, NorCal 25, Seattle 27, Vons 29, Eastern/Genuardi's 35, CPS 65) and rows for various attributes (20. DD VEN, 21. FAC #, BR #, 22. DD, 23. TI x HI, 24. RETAIL, 25. COST, 26. TARE, 27. PRC Auth, 28. % of Stores, Buyer Num)



CROSS DIVISIONAL NEW ITEM PRESENTATION FORM

SFWY USE ONLY: Item Information

Corp Item Code: [ ]

Set Up Completion Date [ ]

Initial [ ] Form Revision 2/22/05

(For new vendors and items with new ship points, Complete General Information Form, part 2 - ONE PAGE PER SHIP POINT). (Note any division-specific item information (ie: case configurations) on a separate new item form)

1. Vendor Information

Vendor Name: [ ]

Corporate Vendor Number: [ ] Ships with existing item upc for applicable facilities [ ]

Vendor Contact: [ ]

Vendor Contact Phone Number: [ ]

Vendor Email Address: [ ]

Broker Contact: [ ]

Broker Contact Phone Number: [ ]

2. Vendor Policy and Terms of Sale

A. Spoiled/ damaged merchandise (X) one or more
[ ] Product Recovery [ ] Bill Back [ ] Credit Memo [ ] Product Exchange

B. Is the item dated? Y/N [ ] If yes, # of days [ ] Numeric Exp on Case? Y/N [ ]

C. As a manufacturer, do you have COI on file with Safeway? Y/N [ ]
If not, refer to part 2 of the New Item Presentation form

D. Vendor acknowledges that it has agreed to be bound by the terms of the SWY CCG Y/N [ ]

E. Sale Guarantee: Do you agree to repurchase at our net cost including transportation and handling expenses, all unsold merchandise? If yes, attach copy of guarantee. Y/N [ ]

F. As a condition of sale, the vendor guarantees that this product meets all packaging, labeling classification requirements of the U.S. Dept of Transportation hazardous materials regulations. Y/N [ ]

G. Is this new item offer made to all customers on an equal and proportionate basis? Y/N [ ]
If no, please provide MNC with a written explanation.

H. Have sufficient samples been provided the MNC for scan verification? Y/N [ ]

I. Is this item covered by the Country of Origin Laws and Regulations ? Y/N [ ]

J. Is product on file with Gladson Interactive Y/N [ ]

K. Vendor Agrees to submit product to Gladson Interactive 30 days prior to first ship. Vendor acknowledges payment due Safeway of charges & handling for this activity should vendor fail to do so Y/N [ ]

L. Are extended terms offered for the product presented? Y/N [ ]

M. Is a Placement Allowance being offered for the New Item? Y/N [ ]

N. If this item is a line extension, please attach revised NOPA for all previously presented deals for this line that include this New Item. Please state 'new' in the 'Corporate Item Code' field of the revised NOPA for this item

O. If this item is discontinued at any future date, the vendor agrees to support clearance markdown with scan allowance on warehouse items. Direct Delivery items discontinued will be credited at current list cost and picked up by vendor as law allows.

P. Vendor Signature agreeing to all terms and conditions stated above [ ] Date [ ] Vendor Comments [ ]

3. Distribution

[ ] Warehouse
[ ] (or) DSD

4. Type of Presentation:

Check appropriate box(es) below:
[ ] New Item
[ ] Pack Change Existing CIC
[ ] Bonus Pack Existing CIC
[ ] One Time Buy
[ ] Expense Item
[ ] Reinstated Item
[ ] DSP-Must include Part 2
[ ] Corporate Brands Item
[ ] Random Weight Item

If applicable:

[ ] UPC Number Change
[ ] Vendor Change

5. Date of Presentation:

[ ]

6. Complete Item Description (as shown on consumer package):

[ ]

7. Specify Divisions the New Item is being presented for. If all please write "ALL"

[ ]

8. Is this item WIC authorized? If yes, please list all applicable states.

[ ]

9. Pack Configuration

How many consumer units are in one master case? [ ]
Are there any reshippable inner packs within the case? Y/N [ ]
If yes, how many inner packs are in one master case? (C/F) [ ]
If yes, how many consumer units are there in one inner pack? [ ]

10. Additional Item Information: Vendor

CRV Y/N [ ]
Pre-Priced Item Y/N [ ]
Item in glass container Y/N [ ]
Bottle deposit Y/N [ ]
Controlled substance Y/N [ ]
If yes, what type of substance? [ ]
Line extension UPC [ ]
Tray size [ ]
Swell allowance by item [ ]

11. Warehouse/Order Information

Vendor Product Code [ ]
Gross Case Weight [ ]
Case Cube [ ]
First Ship Date [ ]
Case Cost (if same for all DCs) [ ]
Ship Date to Stores [ ]
Shipping Units Per Store [ ]

12. Consumer Product Unit Dimensions

Height [ ]
Width [ ]
Depth [ ]
Product Size / Net weight [ ]

13. UPC Information:

UPC-A [ ]
Zero Suppress UPC [ ]
EAN.UCC-8 [ ]
EAN-UCC-13 [ ]
Case GTIN [ ]
Case UPC Code [ ]

14. Additional UPC information

Multipack UPC [ ]
System 2 UPC [ ]
Family Code [ ]
Industry PLU [ ]

15. Additional Item Information: NCA

Package Shape Code [ ]
National brand equivalent UPC [ ]
Buying Proc Code [ ]
PRC Auth Code [ ]
CPC for new CIC [ ]
Create New CPC Y/N [ ]
FSA Eligible Y/N [ ]

16. C.O.O.L/Bio-Terrorism/HACCP: NCA

COOL Indicator Y/N [ ] COOL Class [ ]
BIO Indicator Y/N [ ] Wild/Farmed [ ]
Seafood HACCP Y/N [ ] Tray Size [ ]

Table with 4 columns: Hatched, Raised, Harvested, Processed. Rows 1st, 2nd, 3rd.

Category Director Signature

[ ]

MNC Signature

[ ]

NCA Signature

[ ]

17. Freight Information

Order Weighting Factor [ ]
Freight Charge CWT/CS [ ]
Freight Allow CWT/CS [ ]

18. POS Information: NCA

Price Like CIC [ ]
Common CRC Y/N [ ]
Suggested Retail [ ]
Label Count [ ]
Sensitivity [ ]

NIPF Barcode Do not use this area

Safety Information: CS # [ ]
19. SMIC [ ]
PRODUCTION CODE [ ]

New Item Distribution Y/N [ ]

Buyer Instructions [ ]

29. Special Instructions [ ]

30. Promotional Planning [ ]

31. Additional Comments [ ]

Table with columns for Divisions (Denver 05, Dominicks 10, Phoenix 17, Portland 19, Texas 20, NorCal 25, Seattle 27, Vons 29, Eastern/Genuardi's 35, CPS 65) and rows for various item attributes (20. DD VEN, 21. FAC #, WIMSUB, BR #, 22. DD, 23. TI x HI, 24. RETAIL, 25. COST, 26. TARE, 27. PRC Auth, 28. % of Store, Buyer Num).

31. CIC TO COPY DD

## Table of Contents for New Item Form

1. <i>Vendor Information</i>	2
2. <i>Vendor Policy and Terms of Sale</i>	2
3. <i>Distribution Type</i>	3
4. <i>Type of Presentation</i>	3
5. <i>Date of Presentation</i>	4
6. <i>Complete Item Description</i>	4
7. <i>Divisions for New Item Setup</i>	4
8. <i>WIC Authorization</i>	4
9. <i>Pack Configuration</i>	4
10. <i>Additional Item Information</i>	5
11. <i>Warehouse Order Information</i>	5
12. <i>Consumer Product Dimensions</i>	5
13. <i>UPC Information</i>	5
14. <i>Additional UPC Information</i>	6
15. <i>Additional Item Information</i>	6
16. <i>C.O.O.L Bio Terrorism/HACCP</i>	7
17. <i>Freight Information</i>	7
18. <i>POS Information</i>	7
19. <i>SMIC Structure of item</i>	7
20. <i>Direct Delivery VendorNumber</i>	7
21. <i>Facility Number</i>	7
22. <i>DD - Deasonalized Demand</i>	8
23. <i>Ti X Hi</i>	8
24. <i>Suggested Retail</i>	8
25. <i>Cost</i>	8
26. <i>Tare</i>	8
27. <i>PRC Authorization</i>	8
28. <i>% of Stores</i>	8



## **1. Vendor Information-Required**

### **Vendor Name:**

- Parent Corporate Vendor Name or Subsidiary of the Corporate Vendor

### **Corporate Vendor Number:**

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

### **Ships with existing item upc:**

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

### **Vendor Contact:**

- Name of main Account Representative for Safeway

### **Vendor Phone Number:**

- Phone Number of main Account Representative for Safeway

### **Vendor Email Address:**

- Email Address of main Account Representative for Safeway

### **Broker Contact:**

- If Vendor uses Broker, list main Broker Contact Name

### **Broker Phone Number:**

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

## **2. Vendor Policy and Terms of Sale-Required**

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

### **A. Spoiled/Damaged merchandise:**

- Indicate which method should be used for reclamation of Product

### **B. Is the Item Code Dated:**

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

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

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

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

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

- F. The vendor must follow the guidelines for hazardous materials, and how the product will be shipped**
- G. Please indicate that all vendor's customers have been provided with the same information for cost of the new product**
- H. A sample must be provided to the Manager of National Categories for scan verification**
- I. Does this item fall under the regulations set forth by the Federal Farm Bill of 2002, for labeling of items would fall under the regulations of this Bill**
- J. Please ensure that an image of the item has been sent Gladson Interactive**
- K. If product has not been sent yet to Gladson, please make sure that the image has been sent to Gladson prior to the first ship of the product**
- L. Any extended terms being offered on the product**
- M. Will a placement allowance be offered with the new product**
- N. If new Item is considered a line extension all NOPA's must be submitted with the line extension item**
- O. If an item is discontinued at a future date, the Vendor will support the discontinuation of the item with a scan allowance**
- P. The Vendor agrees to all the terms and conditions as stated through letters A-O. This must be signed and dated on every New Item Form.**

### **3. Distribution Type-Required**

- Warehouse Item: Will this item be carried through Safeway Distribution Centers
- DSD Item: Will the Manufacturer or Distributor of product deliver this new item directly to Safeway Stores for the Manufacturer.

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

### **4. Type of Presentation-Required**

- New Item: This item is currently not carried in Safeway, or particular Safeway Divisions
  - Pack Change Item: If the Master Case Pack is changing count. List current Safeway Corporate Item Code
  - Bonus Pack Item: If Safeway currently carries item, but item is going to be listed by manufacturer as Bonus Pack. List openstock Corporate Item Code
  - One Time Buy: If item will be treated as an in and out program which there will only be one purchase of the New Item
  - Expense Item: This item will not be treated as a resale item
  - Reinstated Item: If item was carried in Safeway database, but has been discontinued in one or more Safeway Divisions
  - DSP Item (Display Item). This is an item that has multiple UPC's associated with the item. If New item is indicated as a DSP, the DSP page must be attached to the NIP
  - Corporate Brands Item: If item is a Private Label Item, check this box
  - Random Weight Item: If item will be purchased by variable weight factors
- If Applicable:

- UPC Change: Only list UPC change if manufacturer portion of UPC is changing in the UPC field when pack, size, conversion factor, and vendor order code are remaining constant
- Vendor Change: Only if Vendor is changing but nothing else about the item is changing

## 5. Date of Presentation-Required

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

## 6. Complete Item Description-Required

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

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

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

## 8. Is the Item WIC authorized-Required

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

## 9. Pack Configuration-Required

- Number of Consumer Units in Master Case
- Are there any reshippable inner packs within the master case Y/N
- If yes, how many inner packs are in the master case?
- If yes, how many consumer units are there in one inner pack
  
- Example:
  - Master Case has 24 consumer units within the Master Case
  - Y for yes that there are reshippable inner packs within the master case
  - There are 4 reshippable inner packs within the master case
  - There are 6 consumer units within each inner pack

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

## 10. Additional Item Information: Vendor-Required

- CRV (California Redemption Value): Does New Item fall under CRV rules and regulations?
- Pre-Priced Item: Is New Item Pre-Priced and Stickered for retail at a certain point.
- Tray Size: Industry Standard for Tray Sizes for Non-Packaged Meat and Deli Type Items
- Line Exertion UPC: If New Item is part of an existing line of items, but an extension to that line, indicate existing upc from that line.
- Item in Glass Container: Is the New Item contained in glass?
- Bottle Deposit: Does item fall under any other federal, state, or county regulations for redemption values
- Controlled Substance: Does product contain any federally controlled substances listed by the DEA or FDA
- Swell Allowance: An additional allowance offered for an item if it is offered

## 11. Warehouse/Order Information-Required

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

## 12. Consumer Product Dimensions-Required:

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

## 13. UPC information-Required

- UPC-A: UCC-12 Structure - 12 Total digit data structure which can represent any of the following:
  - \* 1 digit system code - 5 digit UCC company prefix - 5 digit item reference - 1 digit check digit
  - \* 1 digit system code - 6 digit UCC company prefix - 4 digit item reference - 1 digit check digit
  - \* 1 digit system code - 7 digit UCC company prefix - 3 digit item reference - 1 digit check digit
  - \* 1 digit system code - 8 digit UCC company prefix - 2 digit item reference - 1 digit check digit
- Zero Suppress UPC: If UPC is listed on product as only a 6 digit UPC
- EAN-UCC-8: EAN/UCC-8 Structure
  - 8 total digit data structure which represents 7 digit EAN.UCC prefix and item reference - 1 check digit
- EAN-UCC-13: EAN/UCC-13 Structure
  - 13 total digit data structure which represents 12 digit EAN.UCC prefix and item reference - 1 check digit
- Case GTIN: Global Trade Identification Number. Provide the case level GTIN. Provide the pallet level GTIN only if the item is a display

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

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

- Multi-pack UPC: if item is going to be sold to the consumer in two different selling configurations, list the secondary UPC that will be sold to the consumer
- System 2 UPC: Mainly used for Perishable Random Weight items
- Family Code: Manufacturer coupon validation
- Industry PLU: Standard Industry PLU for an item.

## 15. Additional Item Information NCA:

- Package Shape Code: Code for each type of package that can be recycled
  - 100 Aluminum
  - 200 Bi-Metal
  - 300 Glass
  - 350 Glass - Non Beverage
  - 401 Plastic Recycle Type 1
  - 402 Plastic Recycle Type 2
  - 403 Plastic Recycle Type 3
  - 404 Plastic Recycle Type 4
  - 405 Plastic Recycle Type 5
  - 406 Plastic Recycle Type 6
  - 407 Plastic Recycle Type 7
  - 500 Tetra
  - 600 Cardboard
  - 700 Plastic/Oil
  - 800 Bag In a box
  - 900 Polystyrene Cups
- National Brand Equivalent UPC: Provide National Brand Equivalent UPC when setting up Private label items
- Buying Proc Code: The Buying Proc is used to determine where the service level data comes from. Valid values are 'M' for MSP, 'F' for Firm Order, 'R' for WIMS and 'S' for Suggested order for a specific Vendor.
- [PRC Authorization Code: Click here to see the detailed chart](#)
- CPC for new CIC: Provide Common Promo Code to which the new item should be attached
- Create new CPC Y/N: If no CPC exists for the new item, mark "Y" for yes
- FSA Eligible: If the item is eligible for Flex Spending Account Reimbursement, mark "Y"

## **16. C.O.O.L./Bio Terrorism/HACCP: NCA**

- C.O.O.L - Country of origin labeling
- Bio terrorism indicator
- Seafood Hazard Analysis and Critical Control Point
- Country of origin labeling Classification: Categorizes Seafood into 11 categories based upon the type of fish and whether it is fresh or frozen, and whether it is wild or farmed
- Wild/Farmed: Indicate whether it is wild or farmed
- Hatched/Raised/Harvested/Processed: Fill out this chart to indicate the top 3 most probable combinations for these 4 processes. Indicate the country of origin (ie: USA or CAN) in the field that determines how the item is processed. For example - If the item is mostly hatched in Canada and Processed in the US, write USA in the 1st-Hatched cell, and write CAN in the 1st-Processed cell. Then, if some of the same product will be raised in the US, and processed in CAN, write USA in the 2nd-Raised cell, and CAN in the 2nd-processed cell.

## **17. Freight Information**

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

## **18. POS information**

- Price Like CIC
- Common CRC Y/N
- Suggested Retail
- Label Count
- Sensitivity

## **19. SMIC**

- Group and Category the item resides in. Fill out as far as possible based on SMIC logic

## **20. DD Ven (Direct Delivery Vendor)**

- Lead Vendor for each division for a Direct Delivery Item

## **21. Facility Number**

- List the facility for each distribution center the new item will be placed in

## **22. DD - Deseasonalized Demand**

- Deseasonalized Demand: Demand that occurs during nonseasonal sale times.

## **23. Ticks Required for Warehouse**

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

## **24. Retail**

- Suggested Retail by division

## **25. Cost --Required**

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

## **26. Tare**

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

## **27. PRC Authorization**

- Fill in the appropriate code to whether or not the item can or cannot be returned to PRC

[\\*\\* Click here to see the detail chart](#)

## **28. % of Stores**

- Percentage of Stores receiving the new item on the shelf for the division. Procurement Specialists will calculate the number of stores from the current store count reference.

[Click here to Return to PRC explanataion](#)

PRC Type	PRC-Eligible	Description	Retail Credit	Cost Credit	Vendor	Deduction	Explanation
A	Y	DEFAULT-UNSALEABLE	100.00%	100.00%	100.00%	Yes	Vendor allows product to be returned to PRC AND to be billed for returned product.
C	Y	CONTINUITY	100.00%	100.00%	100.00%	Yes	Continuity Program items
DD	N	DIRECT DELIVERY	0.00%	0.00%	0.00%	No	DSD items
H	Y	PRIVATE LABEL	0.00%	0.00%	0.00%	No	All Safeway Store Brands with the Exception of DEA list 1
H1	Y	PRIVATE LABEL LIST ONE	100.00%	0.00%	0.00%	No	DEA list one items (HBC Ephedrine and Psuedoepedrine)
N	Y	NON-BILLABLE-SWELL ALLOW	100.00%	0.00%	0.00%	No	Swell Vendor item
S	N	SEASONAL	0.00%	0.00%	0.00%	No	Seasonal In and Out items
SA	Y	SEASONAL AUTHORIZED	100.00%	100.00%	100.00%	Yes	Seasonal In and Out items that can be returned to PRC for full credit
SC	Y	SAFEWAY EXCLUSIVE	100.00%	100.00%	100.00%	Yes	Club Exclusives
SM	Y	SAFEWAY MARKETING SVCS	0.00%	0.00%	0.00%	No	SMS non-Club Exclusive items
T	N	TOBACCO	0.00%	0.00%	0.00%	No	Cigarettes or Tobacco items
U	N	UNAUTHORIZED	0.00%	0.00%	0.00%	No	Unauthorized for return to PRC (Dairy, Frozen, CPS, Gourmet Award, etc)

[Click here to Return to PRC explanataion](#)



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

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

Display Description: \_\_\_\_\_

Vendor's display ID: \_\_\_\_\_

**DISPLAY CONTENTS**

UPC'S		ITEM DESCRIPTION	SHELF UNITS	MEMO COST	OPEN STOCK ITEM		CORPORATE CODE
Within this display					Number of shelf units within the display for this UPC	The vendor list of the total shelf units for this UPC	
Please list scanning upc in numerical order							
Manuf#	Consumer #						
1	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
2	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
3	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
4	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
5	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
6	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
7	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
8	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
9	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
10	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
11	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
12	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
13	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
14	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
15	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____

This Page Total: UPCs \_\_\_\_\_ UNITS **0** COST **\$0.00**

Grand Total of: UPCs \_\_\_\_\_ UNITS **0** COST **\$0.00**

ode \_\_\_\_\_









**THE SAFEWAY COMPANIES**

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

Please check one:

Warehouse

Direct-Store-Delivery

Warehouse & Direct Store Delivery

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

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



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

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

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



# THE SAFEWAY COMPANIES

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

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

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



**THE SAFEWAY COMPANIES**

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

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

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





# THE SAFEWAY COMPANIES

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

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



# THE SAFEWAY COMPANIES

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## Supplier Merger/Acquisition/Divestiture of Product Form

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

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

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



**THE SAFEWAY COMPANIES**

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

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

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

**"New Supplier"**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

Dear Vendor:

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

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

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

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

**If the products are perishable:**

- Package all products in dry ice for shipping.

**If the products are breakable:**

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

**When to send packaging with actual product:**

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

### **When to send empty packaging:**

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

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

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

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

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

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

Thank you very much for your support of this program.

Sincerely,

Rojon Hasker  
Senior Vice President  
Marketing and Merchandising



## Product Processing Request Form

Company/Project	<b>Safeway</b>	Today's Date:	
Your Name:		Email address:	
Your Phone:			*An email will be sent to you upon receipt of this form as verification of products arrival at Gladson
<p><b>Qty of items in shipment:</b> _____</p> <p><b>Are products to be returned?</b></p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes, by when?: _____</p> <p><b>If return requested, please provide:</b></p> <p>Return address: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Attn: _____</p> <p>Phone: _____</p>		<p><b>Product return shipping method to be used:</b></p> <p><input type="checkbox"/> Fed-X Priority Overnight</p> <p><input type="checkbox"/> Fed-X Standard Overnight</p> <p><input type="checkbox"/> Fed-X Express Saver</p> <p><input type="checkbox"/> Use shipping account number: _____</p> <p>_____</p> <p><b>Special Instructions:</b> _____</p> <p>_____</p> <p><b>These products are being sent for</b></p> <p><b>Safeway's E-commerce and Space</b></p> <p><b>Management projects, please process</b></p> <p><b>accordingly.</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	

**For Gladson Use Only**

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



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

**If the products are perishable:**

- Package all products in dry ice for shipping

**If the products are breakable:**

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

**When to send packaging with actual product:**

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

**When to send empty packaging:**

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

**What not to send:**

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

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

**Please Note:**

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

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

**Duns#: 00-913-7209****Credit Bank**

Bankers Trust Company  
300 So. Grand, 41<sup>st</sup> Floor  
Los Angeles, CA 90071

**Contact Officer**

Thomas Foley, Relationship Manager  
(213) 250-8205

Safeway, Inc  
Lucerne Foods

**Depository Bank**

Bank of America NT & SA Acct. #1233303048  
Corporate Banking 5352  
555 California Street, 41<sup>st</sup> Floor  
San Francisco, CA 94104

**Contact Officer**

Geri Evans, PMA  
FAX ONLY (214) 209-9390

**Federal Tax ID#: 94-3019135****Federal Tax ID#: 94-2617136****SAFeway SUPPLIER REFERENCES**

Pepsi Cola Company  
Supplier Services  
1 Pepsi Way  
Somers, NY 10589  
Phone: 800.444-8601 ex 2  
Disbursements Dept.

Oakwood Corporate Housing  
Mary Younger  
1943 Rutan Drive  
Livermore, CA 94550  
Phone: 800.400.3636

Johnson & Johnson  
Melissa Petiet-Sr. Credit Analyst  
15615 Alton Parkway, Suite 450  
Irvine, CA 92618  
Phone: 908.904.3478  
Fax: 908.904-3794

Kimberly Clark  
Sales  
2100 Winchester Road  
Neenah, WI 54956  
Phone: 920.721.2000

Duracell  
Joanne Evanchick – Team Leader  
6800 Koll Center Parkway, Suite 160  
Pleasanton, CA 94566  
Phone: 800.544.0047

Dole Fresh Fruit Company  
Robin Dobeasky-VP Western Division Sales  
1 Dole Drive  
WestLake Village, CA 91362  
Phone: 818-874-4000

Revised 12/6/04



## QUALITY ASSURANCE PROCEDURES

CONFIDENTIAL

<b>Procedure Title</b> <b>PRODUCT DATING &amp; CASE CODING REQUIREMENTS FOR CORPORATE BRANDED PRODUCTS</b>	<b>APPROVAL</b> DIRECTOR, SOURCING OPER.  Don Davidson	<b>PROCEDURE NO.</b>  8020.1260.004
AUTHORIZED FOR USE AT  <b>ALL VENDORS</b>	<b>APPROVAL</b> DIRECTOR, TECH SERVICES  Mark Salimbene	<b>DATE ISSUED</b>  9-17-04
ISSUED BY Cathy Tokic & David Lawrence	<b>APPROVAL</b> DIRECTOR, PROD. DEV  Jan Matsuno	<b>SUPERSEDES</b>  6-18-04

### I. PURPOSE

Retail products shall be dated in a uniform manner that provides the consumer with accurate information as to the expected shelf life and also provides a means for tracking and identifying product in the event of a withdrawal or recall. Proper case coding shall facilitate identification and lot rotation through the distribution network. Adherence to this policy shall ensure consistency in the display of logo, product, identity, count/size, signature and UPC for all the corrugated cases, trays and bales. Compliance is mandatory. Those vendors unable to comply immediately should contact their Quality Assurance Auditor to provide a detailed timeline for implementation.

### II. SCOPE

This document pertains to all vendors packaging product for Safeway Inc. and includes, but is not limited to any of the following labels: Safeway, Safeway SELECT, Remarkable, Vons, Dominick's, Genuardi's and all other labels distributed by the Safeway Companies including, but not limited to Deli Counter, Produce Stand, and Butcher's Cut.

### III. RESPONSIBILITIES

Quality Assurance and Product Development will maintain this document. Sourcing will communicate to new vendors through the Safeway Vendor Packet. Product Development or Quality Assurance will verify compliance during first production sample approvals. Quality Assurance will review the requirements with the vendor as part of the certification audit. This procedure will be posted at the Quality Assurance supplier web site and must be reviewed periodically by the vendor. Distribution Center personnel may, at their discretion, reject product that does not meet coding requirements.

### IV. REQUIREMENTS FOR RETAIL PACKAGING – U.S.

#### A. **Product Scope**

1. Open dating is **required** on the retail package of all products with a shelf life of one year or less, on **all** frozen products (excluding frozen turkeys, IQF chicken, & frozen shrimp), and on other selected items as specified by the Safeway Product Development Manager and Senior Brand Manager. A Safeway Supplier Tracking Number (STN) is a four-digit number beginning with the letter "S" that is assigned to each manufacturing facility by Safeway Quality Assurance. This number must also appear on the retail package.

**QUALITY ASSURANCE PROCEDURES**
**CONFIDENTIAL**

Procedure Title	DATE ISSUED	PAGE	OF
<b>PRODUCT DATING &amp; CASE CODING REQUIREMENTS FOR CORPORATE BRANDED PRODUCTS</b>	<b>9-17-04</b>	2	10 0

- a. The “Best before” date is determined from the estimated shelf life for that product as stated in the Safeway finished product specification.
- b. Frozen fruits and vegetables must be open dated showing a shelf life of 18 months from the date they are packaged (if different from the actual processing/freezing date).
- c. All seafood items must declare method of production. Method of production is defined as either *wild* or *farm raised*.

**B. Wording**

1. Shelf life on most products is to be indicated by the words “**Best before**” followed by month, day and year. “Best before” can be abbreviated to “Best by” if necessary due to package size or coding equipment restrictions. For shipping cases only, “best before” can be abbreviated to “BB”.
2. Use three-letter abbreviation for month (JAN, FEB, MAR, etc.), and two numbers each for day and year. (June 16, 1998 would be JUN 16 98, November 1, 2003 would be NOV 01 03.).

**Exceptions:**

- a. Fresh fluid milk, salads, and fresh eggs will be marked with a “sell by” date.
- b. Fresh cut meat and poultry will use the wording “use or freeze by”.
- c. OTC drugs and other pharmaceutical items will use an “expiry” date.
- d. For refrigerated prepared and highly perishable foods, use the wording: “Use or freeze by” followed by month, day and year. For products that cannot be frozen, use the words: “Use by”.
- e. Soft drinks will use the wording: “Enjoy by date on (end of can, neck of bottle, etc.)”.
- f. Frozen turkeys, IQF chicken, and frozen shrimp will utilize a Julian code consisting of one digit year and three digit date identification and indicating the date of pack. Example: “4001” indicates a pack date of January 1, 2004. Additional information indicating shift or line may be added, but must follow the Julian code.

**C. Location**

1. If possible, label copy should have a space designated for Best before/coding information, and supplier should print code in space provided. If no space is provided, coding location must be approved by Safeway. Avoid coding on front of package. Do not place code across a logo or over photo of product.
2. Supplier can ink jet print the words “Best before” or it can be incorporated into the label copy [“Best before \_\_\_\_\_” or “Best before date on end of package (or other location)"].
3. The Supplier Tracking Number (STN) shall be applied immediately after or below the “Best before” date. If this poses a significant logistical problem, the vendor should contact the Quality Assurance Auditor responsible for the facility to discuss options.

**QUALITY ASSURANCE PROCEDURES**
**CONFIDENTIAL**

Procedure Title	DATE ISSUED	PAGE	OF
<b>PRODUCT DATING &amp; CASE CODING REQUIREMENTS FOR CORPORATE BRANDED PRODUCTS</b>	<b>9-17-04</b>	<b>3</b>	<b>10</b>

**V. REQUIREMENTS FOR RETAIL PACKAGING - CANADA**
**A. Product Scope**

1. Open dating is **required** on all products with a shelf life of one year or less, on **all** frozen items (excluding frozen turkeys, IQF chicken, & frozen shrimp), and on selected other items as specified by the Safeway Product Development Manager and the Senior Brand Manager. A Safeway Supplier Tracking Number (STN) is a four-digit number beginning with the letter “S” that is assigned to each manufacturing facility by Safeway Quality Assurance. This number must also appear on the retail package.
2. The “Best before” date is determined from the estimated shelf life for that product as stated in the Safeway finished product specification.
3. Frozen fruits and vegetables will be open dated showing a shelf life of 18 months from the date they are packaged (if different from the actual processing/freezing date)

**B. Wording**

1. The shelf life is to be indicated in the BEST BEFORE date format required by the Canada Food and Drug Act section B.01.007. This format is **required** by the Canadian Food and Drug Act on all items with a shelf life of 90 days or less.
2. Example:       BEST BEFORE / MEILLEUR AVANT 2002 JN 16
  - a. The words Best Before/Meilleur Avant must **not** be abbreviated (e.g. B.B., BEST BY, etc.).
  - b. The date portion must be as per the above format: 4 digits (2 digits if plant coding capability is limited) for the year, followed by 2 letters (using the bilingual abbreviation) for the month, followed by 2 digits for the day of the month. For products with a shelf life of 90 days or less, the year designation is optional (e.g. Best before/Meilleur Avant MM DD).
  - c. Months must be abbreviated as follows:

JA for January	AL for April	JL for July	OC for October
FE for February	MA for May	AU for August	NO for November
MR for March	JN for June	SE for September	DE for December

- d. Wherever possible the words BEST BEFORE / MEILLEUR AVANT will be incorporated into the package design adjacent to a designated area which will consistently be coded with the date portion of the above code.

**Exceptions:**

- i. If the shelf life is over 90 days and the above Best Before code format is not possible the following format may be used upon approval from Canada Safeway Limited.

**Example:                   USE BY 04 JN 16**

- ii. Over the counter drugs and other pharmaceutical items will use an “expiry date”

**QUALITY ASSURANCE PROCEDURES**

CONFIDENTIAL

Procedure Title	DATE ISSUED	PAGE	OF
<b>PRODUCT DATING &amp; CASE CODING REQUIREMENTS FOR CORPORATE BRANDED PRODUCTS</b>	<b>9-17-04</b>	4	10

- iii. Frozen turkeys, IQF chicken, and frozen shrimp will utilize a Julian code consisting of one digit year and three digit date identification and indicating the date of pack. Example: “4001” indicates a pack date of January 1, 2004. Additional information indicating shift or line may be added, but must follow the Julian code.

**C. Location**

1. If possible the label should have a space designated for the words BEST BEFORE / MEILLEUR AVANT and the supplier should print the date code in the space provided. If no space is provided, Safeway must approve coding location. Avoid coding on front of the package. Do not place code across a logo or over a product photo.
2. The Supplier Tracking Number (STN) shall be applied immediately after or below the “Best before” date. If this poses a significant logistical problem, the vendor should contact the Quality Assurance Auditor responsible for the facility to discuss options.

**VI. REQUIREMENTS FOR CASE LABELING**

1. All cases must be of adequate strength to provide protection to the retail package. They shall be sized to prevent undue movement that might scuff or damage labels, containers, or closures. Dividers shall be utilized if required for stacking strength or to reduce container-to-container contact. Pallet patterns must be designed to provide maximum stability and to prevent damage to product during shipment. Vendor will assume responsibility for developing stable footprints and will take precautions necessary to minimize movement during shipment.
2. **Cases shall be printed in dark ink and shall be completely legible when viewed from a distance of 6 feet. Minimum print size is ½” (1.25 cm) unless otherwise noted.**
3. **Cases should be coded on one long side and one end. In the event that this is not possible, both long sides shall be used. Cases must be palletized to assure that the code is visible from all four sides of the pallet.**
4. Cases **must** display the following:
  - a. **Case UPC (This is normally the product UPC. In situations where cases are designed to be sold as a retail unit, a different UPC will be designated. Case UPC’s are indicated on the product specification obtained from Safeway Product Development.)**
  - b. Product name (Brand & Varietal copy)
  - c. Pack Count and Size
  - d. Best Before date
  - e. Registration number and grade for all products packed in a federally registered Canadian plant (meat or agricultural).
  - f. All legally required markings (Country of Origin, Federal Inspection emblems, Est. No., etc.) must be placed on cases and trays. *Country of Origin labeling must comply with the laws specific to the destination country (U.S. or Canada) and must address all covered commodities and imported items.*
  - g. Special handling instructions (Keep Frozen, Keep Refrigerated, etc.)
  - h. Distributor statement (Mandatory for Canada Only)
5. **The shipping case must be printed with the same date code as the retail package. Items that use a closed code on the retail package instead of a “Best before” date, must include the best before**

## QUALITY ASSURANCE PROCEDURES

CONFIDENTIAL

Procedure Title	DATE ISSUED	PAGE	OF
PRODUCT DATING & CASE CODING REQUIREMENTS FOR CORPORATE BRANDED PRODUCTS	9-17-04	5	10

**date on the outside of the case (e.g. BB NOV 01 03 + closed code).** The “Best Before” date will be utilized for warehouse stock rotation. The code print type must be at least 1/2” (1.25 cm) high and legible so as to be easily visible in a warehouse situation (6 feet from product). The Quality Assurance Auditor should be contacted if there are questions regarding the correct shelf life to be used in determining the “Best By” date.

6. Pre-printed or print-on-line pressure sensitive labels may be applied in lieu of direct ink application. Any applied label must meet content, positioning, and legibility requirements set forth in this standard.
7. The Safeway Supplier Tracking Number (STN) is a number assigned by Safeway that is unique for each facility. It should only be applied to the retail container and **should not** be applied to the case except for seafood items.
8. **SEAFOOD ITEMS** In addition to the above requirements, all seafood items must bear the following information on the case. Country of Origin, Method of Production: *Wild or Farm Raised*, Safeway Supplier Tracking Number, Safeway PO Number, & Lot Number (Production Code).

### VII. PRINT LOCATION

#### A. Case UPC Numbers

##### 1. STANDARD SHIPPING CASES

Placement – Upper right hand corner of printed panels.

##### 2. TRAY PACK SHIPPING CASES

Placement – Upper right hand corner of printed panels.

Print – Type to be a minimum of 1/4” (63 mm) for the manufacturer’s code and 1/2” (1.25 cm) for the product code. The two codes shall be separated by a hyphen and aligned at the top.

#### B. Product Name ( Brand & Varietal Copy)

##### 1. SHIPPING CASES AND TRAY PACK

Placement – Centered left to right and top to bottom on the two printed panels.

#### C. Pack Count and Size Copy

##### 1. SHIPPING CASES AND TRAY PACK

Placement – On the upper left corner of two printed panels.

Print – Declare count and weight/volume of contents in ounces (or metric equivalent) separated by a slash, i.e., 24/29oz.

#### D. Best Before Date And Additional Coding Information

##### 1. SHIPPING CASES AND TRAY PACK

**QUALITY ASSURANCE PROCEDURES**
**CONFIDENTIAL**

Procedure Title	DATE ISSUED	PAGE	OF
<b>PRODUCT DATING &amp; CASE CODING REQUIREMENTS FOR CORPORATE BRANDED PRODUCTS</b>	<b>9-17-04</b>	<b>6</b>	<b>10</b>

Placement - Centered immediately under the Product Name (Brand & Varietal Copy) or immediately after the product name on a single line

**E. Registration Number and Grade (Canada Only)**
**1. SHIPPING CASES AND TRAY PACKS FROM REGISTERED PLANTS**

Placement - The Registration number of the establishment and grade shall be applied immediately under the “Best Before” date and to the right of the Country of Origin statement (if present).

**F. Legally Required Markings**
**1. SHIPPING CASES AND TRAY PACKS**

Country of Origin Placement - Immediately under “Best Before” statement. Barring room on the two printed panels, the country of origin may be placed on the top of the case, just below the distributor clause or on an unprinted tray panel.

Federal Establishment and related numbers must be placed as specified by law.

**G. Special Handling Instructions**

Frozen Foods – Store Below 0° F. or Frozen Foods – Store Below -19°C.

Flammable

Perishable - Keep Refrigerated or Keep Refrigerated

Any Specific Regulatory Agency information

**H. Distributor Statement (Mandatory for Canada/Optional for U.S.)**
**1. STANDARD SHIPPING CASES**

Placement – Display on top flap ½” (1.25 cm) in from the left and ½” (1.25 cm) up from the bottom edges. Shall be oriented so that it reads correctly when viewed from the side panel with which it is associated. No abbreviations other than the words “Dist.” and “Inc.” are authorized.

Print – Type size shall be 3/8” (1 cm) high; use one of the authorized formats.

**2. TRAY PACK SHIPPING CASES**

Placement – To be located in the center of the one end panel not displaying the logo.

Print – Same as on the standard shipping cases. No abbreviations other than the words “Dist.” and “Inc.” are authorized.



**QUALITY ASSURANCE PROCEDURES**

**CONFIDENTIAL**

Procedure Title	DATE ISSUED	PAGE	OF
<b>PRODUCT DATING &amp; CASE CODING REQUIREMENTS FOR CORPORATE BRANDED PRODUCTS</b>	<b>9-17-04</b>	<b>7</b>	<b>10</b>

Option A

DISTRIBUTED BY SAFEWAY INC.  
P.O. BOX 99  
PLEASANTON, CA 94566-0009

DISTRIBUTED BY VONS  
A SAFEWAY INC. COMPANY  
P.O. BOX 99  
PLEASANTON, CA 94566-0009

DISTRIBUTED BY DOMINICK'S  
A SAFEWAY INC. COMPANY  
P.O. BOX 99  
PLEASANTON, CA 94566-0009

DISTRIBUTED BY RANDALLS  
A SAFEWAY INC. COMPANY  
P.O. BOX 99  
PLEASANTON, CA 94566-0009

DISTRIBUTED BY GENUARDI'S  
A SAFEWAY INC. COMPANY  
P.O. BOX 99  
PLEASANTON, CA 94566-0009

Option C (CANADA)  
DISTRIBUTED BY CANADA  
SAFEGWAY LIMITED  
CALGARY, ALBERTA T2P 2J6

Option B

DISTRIBUTED BY SAFEWAY INC.  
P.O. BOX 99, PLEASANTON, CA 94566-0009

DISTRIBUTED BY VONS, A SAFEWAY INC. COMPANY  
P.O. BOX 99, PLEASANTON, CA 94566-0009

DISTRIBUTED BY DOMINICK'S, A SAFEWAY INC COMPANY  
P.O. BOX 99, PLEASANTON, CA 94566-0009

DISTRIBUTED BY RANDALLS, A SAFEWAY INC. COMPANY  
P.O. BOX 99, PLEASANTON, CA 94566-0009

DISTRIBUTED BY GENUARDI'S, A SAFEWAY INC. COMPANY  
P.O. BOX 99, PLEASANTON, CA 94566-0009

Option D (CANADA)  
PREPARED FOR/PREPARE POUR  
CANADA SAFEWAY LIMITED  
CALGARY, ALBERTA T2P 2J6

**I. Shipping Bales**

**1. SHIPPING BALES AND BUNDLES**

Specific items such as baled or bundled product will require the application of an easily visible, pressure sensitive label or a printed placard that provides all information required for corrugated cases. The determination of placard application and placement position is the responsibility of the vendor. Such labels must be placed so as to allow them to be easily read when palletized. This may require the application to two sides of the bale.

**QUALITY ASSURANCE PROCEDURES**
**CONFIDENTIAL**

Procedure Title	DATE ISSUED	PAGE	OF
<b>PRODUCT DATING &amp; CASE CODING REQUIREMENTS FOR CORPORATE BRANDED PRODUCTS</b>	<b>9-17-04</b>	<b>8</b>	<b>10</b>

**J. Special Handling Statements - Optional**

Fragile, Handle with Care, or similar warning for glass packed or crushable items  
 Special opening instructions or warnings

Any other additional copy required for proper product storage or handling must be submitted to Safeway for approval prior to printing.

**1. STANDARD SHIPPING CASES**

Placement – centered on top flap, ½” (1.25 cm) from top edge.

**2. TRAY PACK SHIPPING CASES**

To be directed on a product-by-product basis.

**K. Bar Codes - Optional**
**1. SHIPPING CASES AND TRAY PACKS**

May be placed no closer than ¾” (2 cm) from any edge.

Preference would be one end and one side, lower right. Second preference would be two long sides, lower right. For shipping cases not designed for resale, an ITF-14 (interleave 2 of 5) symbology should be used.

For products designed to be sold in full case quantities at retail level, the UPC may be placed on the bottom of the case to provide ease in scanning. This must be confirmed with Safeway representatives prior to printing.

**L. Pallet Pattern (Case Configuration) - Optional**
**1. STANDARD SHIPPING CASE**

Placement -Top flap, left-hand corner.

Print – Shall be sized to fit and provide legibility.

**2. TRAY PACK SHIPPING CASE**

Placement - Bottom of tray, right hand corner.

Print – Shall be sized to fit and provide legibility.

**M. Recycle Symbol - Optional**



**QUALITY ASSURANCE PROCEDURES**

CONFIDENTIAL

Procedure Title	DATE ISSUED	PAGE	OF
<b>PRODUCT DATING &amp; CASE CODING REQUIREMENTS FOR CORPORATE BRANDED PRODUCTS</b>	<b>9-17-04</b>	<b>9</b>	<b>10</b>

**1. STANDARD SHIPPING CASE**

Placement -Top flap, lower right-hand corner.  
Print – Shall be sized to fit and provide legibility.

**2. TRAY PACK SHIPPING CASE**

Placement - Bottom of tray, lower right-hand corner.  
Print – Shall be sized to fit and provide legibility

**N. Logo Display - Optional****1. STANDARD SHIPPING CASES**

Placement – To be centered left to right ½” (1.25 cm) down from the top on both printed panels. If insufficient room, lower both logo and commodity copy elements accordingly.  
Print – To be 45% of the panel depth from the top edge to the center of the logo. Reproduction quality prints of the logo can be secured from O.N.E.

**2. TRAY PACK SHIPPING CASES**

Placement – To be located ½” (1.25 cm) to the right of the count and size information on the printed panels.  
Print – Centered top to bottom of a size consistent with the tray depth to allow a minimum of ¼” (63 mm) up from the bottom score and down from the top edge of the tray.

**NOTICE: Exceptions and deviations from these specifications should not be executed without prior expressed approval.**

**O. Case Markings - Example:**

**QUALITY ASSURANCE PROCEDURES**

CONFIDENTIAL

Procedure Title <b>PRODUCT DATING &amp; CASE CODING REQUIREMENTS FOR CORPORATE BRANDED PRODUCTS</b>	DATE ISSUED <b>9-17-04</b>	PAGE 10	OF 10
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FACTORY ORDER NO. 134 1/4	CUSTOMER NAME Bernardi	BOX NUMBER 500-222	SPEC NO. 7-50-02 KH 42368
			PRINT CARD # 42368

18:06      7:01      18:07      7:00 1:05

3:08	FROZEN FOODS STORE BELOW ZERO DEGREES 		DISTRIBUTED BY SAFEWAY INC. P.O. BOX 99, PLEASANTON, CA 94586-0099 "PRODUCT OF THE U.S.A." 	
6:14	12/19 oz.      21130-10842 <b>SAFEWAY SELECT</b> ASPARAGUS RAVIOLI 	12/19 oz. 21130-10842 SAFEWAY SELECT ASPARAGUS RAVIOLI 	12/19 oz.      21130-10842 <b>SAFEWAY SELECT</b> ASPARAGUS RAVIOLI 	12/19 oz. 21130-10842 SAFEWAY SELECT ASPARAGUS RAVIOLI 
3:05			 order# 500-222 date	



COLORS	
1. Black-90	3.
2.	4.

13:14x52:08

RACK LOCATION J 76	CUTTING DIE NO.
OLD SERIAL NO.	NO. OUT

**VII. REASON FOR REVISION**

Specify source for obtaining case UPC's.

## QUALITY ASSURANCE PROCEDURES

<b>Procedure Title</b> <b>MINIMUM ACCEPTABLE SHELF LIFE AT TIME OF DELIVERY TO THE DISTRIBUTION CENTER</b>	<b>APPROVAL</b> DIRECTOR, OPERATIONAL SUPPORT  Mark Salimbene	<b>PROCEDURE NO.</b>  8020.1495.003
<b>AUTHORIZED FOR USE AT</b>  <b>QUALITY ASSURANCE, VENDORS, WAREHOUSE &amp; DISTRIBUTION CENTERS</b>	<b>APPROVAL</b> MANAGER, QUALITY ASSURANCE  David Lawrence	<b>DATE ISSUED</b>  June 21, 2005
	<b>ISSUED BY</b>  QA TEAM	<b>SUPERSEDES</b>  5-18-03

### I. PURPOSE

The document details the allowable minimum shelf life that is acceptable at time of receipt at a Safeway distribution facility. If product does not meet minimum shelf life, it shall be rejected by warehouse receiving personnel.

### II. SCOPE

All Corporate Branded items.

### III. RESPONSIBILITIES

Receiving warehouse or distribution center

### IV. POLICY

All products received at a Safeway distribution center shall have adequate time remaining on the shelf life to allow for normal retail distribution and consumption by the consumer.

**Shelf Stable Items** – Minimum of 5 months

#### **Frozen**

Vegetables, Juices – 6 months  
 Entrees, Appetizers – 3 months  
 Ice Cream – 5 months

#### **Baked Goods**

Safeway SELECT Cookies – KC Warehouse: 120 days  
 Division DC's: 90 days

Cookies & Crackers – KC Warehouse: 150 days  
 Division DC's: 120days

Bread – Eastern, Denver, Phoenix, Randall's, Dominick's, Genuardi's - 5 days  
 West Coast – 7 days  
 SELECT Croutons – 3 months

#### **Eggs**



## QUALITY ASSURANCE PROCEDURES

CONFIDENTIAL

Procedure Title	DATE ISSUED	PAGE	OF
MINIMUM ACCEPTABLE SHELF LIFE AT TIME OF DELIVERY TO THE DISTRIBUTION CENTER	6/21/05	2	3

All divisions except Phoenix – 22 days  
 Phoenix – 20 days

High promotional times such as Easter may necessitate that suppliers build advance inventories. During these times, we will approve short dated product on a case-by-case basis. Decisions will be made by Quality Assurance based upon the estimated time required for movement through the retail system. QA can be contacted at (925) 944-4505.

### Cheese

–  
 Hard cheese – 4 months  
 Soft Cheese – 90 days

### Deli

Meat (packaged) – 33 days  
 "Fire Roast" packaged meats - 25 days  
 Deli Salads – 30 days  
 Soup – 45 days  
 Green salad kits – 7 days

### Dairy

Milk – 9 days  
 Single Serve Milk – 45 days  
 Butter- 3 months (90 days)  
 Orange juices (refrigerated) – 42 days  
 Yogurt – 30 days  
 Cottage Cheese – 15 days  
 Cream Cheese – 100 days  
 Cream Cheese 3 oz. Soft Bar - 60 days.  
 Flavored Cream Cheese Spreads - 35 days  
 Sour Cream – 30 days  
 SELECT Refrigerated Salad Dressing – 2 months  
 Aerosol Whipping Creams - 210 days  
 Dips - 100 days  
 Non-Dairy Creamers - 120 days  
 Half & Half (Extended Shelf Life) - 50 days  
 Half & Half (Regular) - 9 days

### Produce

**QUALITY ASSURANCE PROCEDURES**

CONFIDENTIAL

Procedure Title	DATE ISSUED	PAGE	OF
<b>MINIMUM ACCEPTABLE SHELF LIFE AT TIME OF DELIVERY TO THE DISTRIBUTION CENTER</b>	<b>6/21/05</b>	<b>3</b>	<b>3</b>

- Salads – 5 days
- Cut Fruit – 4 days
- Herbs – 5 days
- In Shell Peanuts – 2 months
- Dressings (Refrigerated)
  - Balsamic - 8 months
  - Caesar, Thousand Island - 7 months
  - Sesame Ginger, Blue Cheese Vinaigrette, Orange Poppyseed, Sesame Pear, Jalapeno Ranch, Lite Ranch - 5 months
  - Blue Cheese, Ranch, Lite Blue Cheese, - 4 months
  - Raspberry Cranberry Vinaigrette - 3 months

**Beverages**

- Canned soda w/sugar– 5 months
- All 2-liter sodas and canned diet sodas – 90 days
- Clear, carbonated beverages, 1 liter & 20 oz. – 75 days
- Water – 9 months
- Shelf Stable Juices & Juice Drinks - 4 months

**Snacks**

- Potato Chips, Popcorn, etc. – 30 days
- Canned, Salted Nuts – 5 months
- Pretzels – 90 days
- Produce Stand dried fruits – 3 months

**Health & Beauty**

- OTC – 11 months

**Petfood**

- Dog Biscuits - KC Warehouse: 9 months  
Division DC's: 6 months
- Pet Treats - KC Warehouse: 9 months  
Division DC's: 6 months

**V. REASON FOR REVISION**

Change Phoenix egg requirements, add regular & extended shelf life half and half, add pet food category

## QUALITY ASSURANCE and CONSUMER PROTECTION

**CONFIDENTIAL**

PROCEDURE TITLE  <b>Safeway Vendor Shipping and Receiving Temperature Requirements Policy</b>	APPROVAL Group Vice President, Quality Assurance & Consumer Protection  <b>Jerry Noland</b>	PROCEDURE NO.  <b>8020.3001.001</b>
AUTHORIZED FOR USE AT  <b>ALL SAFEWAY MANUFACTURING/WAREHOUSING FACILITIES</b>	APPROVAL GROUP DIRECTOR, QUALITY ASSURANCE  <b>Mark Salimbene / Cheryl Enlow</b>	DATE ISSUED  <b>Sept. 10, 2007</b>
	ISSUED BY  <b>Patrick Wm Coil</b>	SUPERSEDES  <b>NEW</b>

### I. PURPOSE

To provide all Safeway Inc. Consumer Brand and National Brand vendors a **Shipping and Receiving Temperature Requirements Policy** for shipment of products to all our warehouse operations and distribution centers. This document provides Safeway's maximum and minimum allowable shipping and receiving temperatures for all perishable items (food and flowers). The Policy also establishes the **required shipping and receiving** guidelines necessary to assure Safeway quality and food safety standards are met. Warehouse teams are required to ensure that all our products are shipped and received at the required temperatures. Microbial growth can occur on meat, poultry, pork and seafood when exposed to temperatures outside of established tolerances. In addition, seafood must be shipped and received at temperatures in accordance with the Safeway Seafood HACCP Program. Products must be shipped and received properly to prevent the possibility of cross contamination. Our auditors will use these temperature requirements when conducting facility audits.

### II. SCOPE

This policy is applicable to all Safeway Inc. vendors who ship Consumer Brand and National Brand products to all warehouses, distribution centers and retail stores.

### III. RESPONSIBILITIES

#### Corporate Quality Assurance (CQA):

- Develop, maintain, issue, and audit for compliance to the **Safeway Vendor Shipping and Receiving Temperature Requirements Policy**.
- Assist as requested to ensure compliance to policy.
- Auditors will use this document for guidance during audits of our Safeway Inc. owned and contracted facilities where products are received, shipped, stored, handled, or cross docked.

#### Warehouse:

- In conjunction with CQA, develop detailed Standard Operating Procedures (SOPs) which assure compliance with this policy.
- Monitor adherence to such SOPs on a daily basis as a priority.
- In conjunction with CQA, review all HACCP prerequisite programs to ensure that the hazards associated with temperature are being adequately controlled.
- In conjunction with CQA, implement facility processes and procedures (minimum requirements) as outlined below.



<b>Safeway Vendor Shipping and Receiving Temperature Requirements Policy</b>	DATE ISSUED <b>September 10, 2007</b>	PAGE <b>2</b>	OF <b>13</b>
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### **Sourcing and Consumer Demand Procurement:**

- Ensure that all Consumer Brand and National Brand products arrive to their destination at the approved Receiving Temperatures that meet our **Safeway Shipping and Receiving Temperature Requirement** policy.

## **IV. General Requirements**

### **Temperature Requirements**

- Safeway Seafood **HACCP** Program mandates that all refrigerated seafood and products containing seafood be received and held at 28-38<sup>0</sup>F.
- Live Seafood shall be received at 32-42<sup>0</sup>F
- Fresh bakery items shall not be received or held below 60<sup>0</sup>F or above 85<sup>0</sup>F.
- Products that do not meet all shipping and receiving requirements shall be rejected at the point of inspection, or held for further monitoring and evaluation.

### **Transporting Guidelines**

- All items shall be transported, received, shipped and handled in a manner to minimize the possibility of cross-contamination with other products. The following are prohibited:
  - Storage of raw food above ready-to-eat food products, packaging, and personal use items regardless of packaging type
  - Storage of glass products above openly packaged perishables
  - Storage of Home Care items (excluding paper products) above food products and packaging supplies
  - Storage of wet, iced products over non-iced, dry products
- The following applies specifically to Organic during shipping and receiving:
  - Organic produce is to be shipped and received so as to eliminate cross-contamination with non-organic products
  - Organic wet produce is not to be stored under wet Conventional produce to eliminate cross-contamination
  - Do not store unpackaged conventional produce above unpackaged organic produce
- Raw meat species segregation is required in storage and transporting per the following:
  - Raw poultry must not be stored above beef, seafood, pork or lamb
  - Raw seafood must not be stored above beef, chicken, pork or lamb

## **V. Reason for Publication**

**Revises and Publish Consumer and National Brand Vendor shipping and receiving requirements to include some best practices.**

**QUALITY ASSURANCE and CONSUMER PROTECTION****CONFIDENTIAL**

<b>Safeway Vendor Shipping and Receiving Temperature Requirements Policy</b>	<b>DATE ISSUED</b> September 10, 2007	<b>PAGE</b> 3	<b>OF</b> 13
--	--	------------------	-----------------

**WARM DRY ROOM TROPICAL PRODUCE COMMODITY RECEIVING TEMPERATURES**

<b>COMMODITY</b>	<b>PREFERRED TEMP RANGE °F</b>		<b>OPTIMAL TARGET TEMPS °F</b>	<b>RECEIVING MINIMUM TEMP °F</b>	<b>RECEIVING MAXIMUM TEMP °F</b>
AVOCADOS Florida	50	55	52	50	55
BANANAS holding	56	60	58	58	60
COCONUTS	55	60	57	55	60
GRAPEFRUIT Florida/Texas	50	60	55	50	60
GINGER ROOT	60	65	62	60	65
LEMONS	50	55	52	50	60
MANGOES	50	55	53	50	55
OKRA	50	55	52	50	58
OREGANO & BASIL	50	60	55	45	60
PAPAYAS	50	55	53	50	55
PINEAPPLES	45	55	50	45	55
PUMPKINS	50	60	57	50	80
SWEET POTATOES & YAMS	55	58	57	55	65
TOMATOES holding (ripe)	55	60	57	55	65
TOMATOES ripening (green)	62	65	63	60	65
WATERMELONS <sup>1</sup>	55	65	60	55	70

<sup>1</sup> Watermelon maximum receiving temperature May to October 90°F



**QUALITY ASSURANCE and CONSUMER PROTECTION****CONFIDENTIAL**

<b>Safeway Vendor Shipping and Receiving Temperature Requirements Policy</b>	<b>DATE ISSUED</b> September 10, 2007	<b>PAGE</b> 4	<b>OF</b> 13
--	--	------------------	-----------------

**WARM DRY ROOM PRODUCE COMMODITY RECEIVING TEMPERATURES**

<b>COMMODITY</b>	<b>PREFERRED TEMP RANGE °F</b>		<b>OPTIMAL TARGET TEMPS °F</b>	<b>RECEIVING MINIMUM TEMP °F</b>	<b>RECEIVING MAXIMUM TEMP °F</b>
AVOCADOS California	38	45	43	36	55
CUCUMBERS	45	50	47	45	55
EGGPLANT	45	50	47	45	55
GARLIC	45	50	47	45	55
GREEN BEANS	40	45	43	40	50
GUAVAS	45	50	47	45	50
LIMES	45	50	48	45	55
LYCHEES	40	45	42	40	45
MELONS Casabas & Persian	45	50	47	45	55
MELONS Crenshaw	45	50	47	45	55
MELONS Honeydew	45	50	47	45	55
ONIONS DRY	45	50	47	45	55
PEPPERS all	45	50	47	45	55
POTATOES, storage	40	55	50	40	55
POTATOES, new	50	60	55	50	60
SQUASH hard shell	50	55	52	50	55
SQUASH soft shell	45	50	47	45	55

**QUALITY ASSURANCE and CONSUMER PROTECTION****CONFIDENTIAL**

<b>Safeway Vendor Shipping and Receiving Temperature Requirements Policy</b>	<b>DATE ISSUED</b> September 10, 2007	<b>PAGE</b> 5	<b>OF</b> 13
--	--	------------------	-----------------

**DRY COLD ROOM PRODUCE COMMODITY RECEIVING TEMPERATURES**

<b>COMMODITY</b>	<b>PREFERRED TEMP RANGE °F</b>		<b>OPTIMAL TARGET TEMPS °F</b>	<b>RECEIVING MINIMUM TEMP °F</b>	<b>RECEIVING MAXIMUM TEMP °F</b>
APPLES	32	35	34	32	41
APRICOTS	32	36	34	32	40
ASPARAGUS	34	36	34	34	40
AVOCADOS ripe	34	36	36	34	40
CANTALOUPEs	38	40	38	37	45
CAULIFLOWER cello	32	35	34	32	40
CAULIFLOWER naked	32	35	34	32	40
CHERRIES	32	35	34	32	40
CHINESE POD PEAS	32	35	34	32	40
CRANBERRIES	38	42	40	36	45
CUT FRUIT	34	36	34	32	40
CUT VEGETABLES	34	36	34	32	40
FIGS	34	36	34	34	40
GRAPES	34	36	34	33	40
FRESH HERBS excluding basil & oregano	35	40	38	34	50
KIWI FRUIT	32	36	34	32	40
MUSHROOMS	32	35	34	32	40
NECTARINES	32	36	34	32	40
ORANGES California & Arizona	40	44	42	38	50
ORANGES Florida & Texas	36	41	38	34	45
PACKAGED SALADS	34	36	34	32	40
PEACHES	32	36	34	32	40

**QUALITY ASSURANCE and CONSUMER PROTECTION****CONFIDENTIAL**

<b>Safeway Vendor Shipping and Receiving Temperature Requirements Policy</b>	<b>DATE ISSUED</b> September 10, 2007	<b>PAGE</b> 6	<b>OF</b> 13
--	--	------------------	-----------------

**DRY COLD ROOM PRODUCE COMMODITY RECEIVING TEMPERATURES**

<b>COMMODITY</b>	<b>PREFERRED TEMP RANGE °F</b>		<b>OPTIMAL TARGET TEMPS °F</b>	<b>RECEIVING MINIMUM TEMP °F</b>	<b>RECEIVING MAXIMUM TEMP °F</b>
PEARS	32	35	34	32	40
PEAS green	32	35	34	32	40
PERSIMMONS	32	35	34	32	40
PLUMS & PRUNES	32	36	34	32	40
POMEGRANATES	36	40	38	32	45
QUINCES	34	36	34	34	40
RASPBERRIES & BLACKBERRIES	32	36	34	32	40
STRAWBERRIES	32	36	34	32	40
TANGERINES California & Arizona	40	44	42	40	50
TANGERINES Florida & Texas	36	41	38	34	45

**QUALITY ASSURANCE and CONSUMER PROTECTION****CONFIDENTIAL**

<b>Safeway Vendor Shipping and Receiving Temperature Requirements Policy</b>	DATE ISSUED September 10, 2007	PAGE 7	OF 13
--	-----------------------------------	-----------	----------

**WET COLD ROOM PRODUCE COMMODITY RECEIVING TEMPERATURES**

<b>COMMODITY</b>	<b>PREFERRED TEMP RANGE °F</b>		<b>OPTIMAL TARGET TEMPS °F</b>	<b>RECEIVING MINIMUM TEMP °F</b>	<b>RECEIVING MAXIMUM TEMP °F</b>
ARTICHOKES globe	32	35	33	32	40
ARTICHOKES Jerusalem	32	35	33	32	40
BROCCOLI	32	36	33	32	40
BRUSSELS SPROUTS	32	36	33	32	40
BUNCHED GREENS, including beets, turnip, green onions, mustard, parsley, spinach, chard, mint, water cress, cilantro	32	36	33	32	40
CABBAGE head	32	36	33	32	40
CARROTS topped	32	36	33	32	41
CELERY	32	36	33	32	40
CHINESE VEGETABLES	32	36	33	32	40
CORN sweet	32	36	33	32	40
ENDIVE, ESCAROLE & CHICORY	32	36	33	32	40
KOHLRABI	32	36	33	32	40
LEEKs	32	36	33	32	40
LETTUCE all varieties	32	36	33	32	40
RHUBARB	32	35	33	32	40
TOPPED VEGETABLES including beets, celeriac, rutabagas, parsnip, radishes, turnips	32	36	33	32	40

**QUALITY ASSURANCE and CONSUMER PROTECTION****CONFIDENTIAL**

<b>Safeway Vendor Shipping and Receiving Temperature Requirements Policy</b>	DATE ISSUED September 10, 2007	PAGE 8	OF 13
--	-----------------------------------	-----------	----------

**REFRIGERATED PRODUCTS RECEIVING TEMPERATURES**

<b>PRODUCTS</b>	<b>PREFERRED TEMP RANGE °F</b>		<b>OPTIMAL TARGET TEMPS °F</b>	<b>RECEIVING MINIMUM TEMP °F</b>	<b>RECEIVING MAXIMUM TEMP °F</b>
BUTTER stick, tub, whipped	33	40	36	None	44 Ambient Air Temp
CHEESE block, pre-sliced, and imported specialty	33	40	36	33	44
CHEESE block and shredded cheese	33	40	36	33	44
EGGS in shell fresh eggs	33	40	36	33	44 Ambient Air Temp
FLUID MILK (GRADE A) HTST whole, low fat, skim, chocolate	33	40	36	33	44
GREEN SALAD KITS (WITHOUT SEAFOOD) Signature salads	33	40	36	33	40
JUICE, JUICE DRINKS AND OTHER REFRIGERATED BEVERAGES fruit juices, Tampico, tea, lemonade, soy beverages, non-dairy creamers	33	40	36	33	40
LIQUID, PASTEURIZED EGG AND EGG PRODUCTS liquid egg blends and substitutes	33	40	36	33	40

**QUALITY ASSURANCE and CONSUMER PROTECTION****CONFIDENTIAL**

<b>Safeway Vendor Shipping and Receiving Temperature Requirements Policy</b>	<b>DATE ISSUED</b> September 10, 2007	<b>PAGE</b> 9	<b>OF</b> 13
--	--	------------------	-----------------

**REFRIGERATED PRODUCTS RECEIVING TEMPERATURES**

<b>PRODUCTS</b>	<b>PREFERRED TEMP RANGE °F</b>		<b>OPTIMAL TARGET TEMPS °F</b>	<b>RECEIVING MINIMUM TEMP °F</b>	<b>RECEIVING MAXIMUM TEMP °F</b>
MARGARINE SPREADS stick, tub, whipped	33	40	36	33	44 Ambient Air Temp
PUDDINGS ready to eat pudding	33	40	36	33	40
REFRIG. BAKERY ITEMS (pie shells, tube biscuits, cookie dough)	33	40	36	33	44
REFRIGERATED DRESSINGS in Produce department	33	40	36	33	40
REFRIGERATED PASTA ready to cook pasta	33	40	36	33	40
SOUP (WITHOUT SEAFOOD) Signature soups without seafood	33	40	36	28	40
UHT PASTEURIZED PRODUCTS	33	40	36	33	44
WET SALADS bulk and prepackaged non-seafood	28	40	36	33	40
YOGURT, SOUR CREAM, CREAM CHEESE, COTTAGE CHEESE Yogurt, Sour Cream, Cream Cheese, all spoonable and pourable items	33	40	36	33	44

**QUALITY ASSURANCE and CONSUMER PROTECTION****CONFIDENTIAL**

<b>Safeway Vendor Shipping and Receiving Temperature Requirements Policy</b>	DATE ISSUED September 10, 2007	PAGE 10	OF 13
--	-----------------------------------	------------	----------

**REFRIGERATED PRODUCTS RECEIVING TEMPERATURES**

<b>PRODUCTS</b>	<b>PREFERRED TEMP RANGE °F</b>		<b>OPTIMAL TARGET TEMPS °F</b>	<b>RECEIVING MINIMUM TEMP °F</b>	<b>RECEIVING MAXIMUM TEMP °F</b>
GREEN SALAD KITS (WITH SEAFOOD) <sup>2</sup> Signature salads with seafood <sup>2</sup>	33	38	36	33	38
OTHER PREPARED FOOD / ENTREES	33	38	36	33	38
SOUP (WITH SEAFOOD) <sup>2</sup> Signature soups with seafood <sup>2</sup>	33	38	36	28	38
WET SALADS WITH SEAFOOD <sup>2</sup> cerviche, crab salad, shrimp salad, etc.	33	38	36	28	38

**REFRIGERATED PRODUCTS RECEIVING TEMPERATURES**

<b>PRODUCTS</b>	<b>PREFERRED TEMP RANGE °F</b>		<b>OPTIMAL TARGET TEMPS °F</b>	<b>RECEIVING MINIMUM TEMP °F</b>	<b>RECEIVING MAXIMUM TEMP °F</b>
MEATS <sup>3</sup> bulk and prepackaged non-seafood <sup>4</sup>	28	38	32	28	38
SEAFOOD <sup>2</sup> smoked salmon, shrimp, etc.	28	38	32	28	38

<sup>2</sup> Mandated by Seafood HACCP requirement<sup>3</sup> Whole cooked frozen turkeys utilized for service deli holiday meals may be shipped on refrigerated truck (<41 F) to allow for tempering during transit. Acceptable Minimum Temperature for this item is waived. Maximum allowable receiving temperature is 35° F. Product to be stored in refrigerated portion of fresh meat warehouse. Item can not be refrozen.<sup>4</sup>Cured meat products may be processed, packaged, transported, and stored at ambient temperatures.

**QUALITY ASSURANCE and CONSUMER PROTECTION****CONFIDENTIAL**

<b>Safeway Vendor Shipping and Receiving Temperature Requirements Policy</b>	DATE ISSUED September 10, 2007	PAGE 11	OF 13
--	-----------------------------------	------------	----------

**FROZEN PRODUCTS RECEIVING TEMPERATURES**

<b>PRODUCTS</b>	<b>PREFERRED TEMP RANGE °F</b>		<b>OPTIMAL TARGET TEMPS °F</b>	<b>RECEIVING MINIMUM TEMP °F</b>	<b>RECEIVING MAXIMUM TEMP °F</b>
ALL FROZEN OTHER THAN ICE CREAM AND MEATS Such as potatoes entrees, pizza, vegetables, juices, etc.	-20	0°	-15	-20	0°
FROZEN FOR SLACK OUT artisan breads, bagels, frozen cookies and desserts	-20	0°	-15	-20	0°
MEAT, POULTRY <sup>3</sup> , AND SEAFOOD	-20	0°	-15	-20	0°

**FROZEN PRODUCTS RECEIVING TEMPERATURES**

<b>PRODUCTS</b>	<b>PREFERRED TEMP RANGE °F</b>		<b>OPTIMAL TARGET TEMPS °F</b>	<b>RECEIVING MINIMUM TEMP °F</b>	<b>RECEIVING MAXIMUM TEMP °F</b>
ICE CREAM bulk packaged, novelties, soy desserts	-20	-10	-15	-20	-10
ICE CREAM CAKES/PIES frozen ice cream cake and pies	-20	-10	-15	-20	0°

<sup>3</sup> Whole cooked frozen turkeys utilized for service deli holiday meals may be shipped on refrigerated truck (<41 F) to allow for tempering during transit. Acceptable Minimum Temperature for this item is waived. Maximum allowable receiving temperature is 35° F. Product to be stored in refrigerated portion of fresh meat warehouse. Item can not be refrozen



**QUALITY ASSURANCE and CONSUMER PROTECTION****CONFIDENTIAL**

<b>Safeway Vendor Shipping and Receiving Temperature Requirements Policy</b>	DATE ISSUED September 10, 2007	PAGE 12	OF 13
--	-----------------------------------	------------	----------

**MEAT PRODUCTS RECEIVING TEMPERATURES**

<b>PRODUCTS</b>	<b>PREFERRED TEMP RANGE °F</b>		<b>OPTIMAL TARGET TEMPS °F</b>	<b>RECEIVING MINIMUM TEMP °F</b>	<b>RECEIVING MAXIMUM TEMP °F</b>
BOXED BEEF	28	40	32	28	40
CHUB PACK SAUSAGE	28	40	32	NONE	40
GROUND MEATS/FRESH SAUSAGE	28	35	32	28	35
LAMB/VEAL	28	40	32	28	40
LIVE SEAFOOD <sup>5</sup>	35	42	40	32	42
PORK	26	38	32	26	38
POULTRY INCLUDING WOGS <sup>3</sup>	26	35	32	26	35
PREPACKAGED MEAT	28	38	32	28	38
SEAFOOD <sup>2</sup>	33	38	32	28	38
VALUE ADDED/ ENHANCED MEATS	28	40	32	28	40

<sup>2</sup> Mandated by Seafood HACCP requirement<sup>3</sup> Whole cooked frozen turkeys utilized for service deli holiday meals may be shipped on refrigerated truck (<41 F) to allow for tempering during transit. Acceptable Minimum Temperature for this item is waived. Maximum allowable receiving temperature is 35° F. Product to be stored in refrigerated portion of fresh meat warehouse. Item can not be refrozen

**QUALITY ASSURANCE and CONSUMER PROTECTION****CONFIDENTIAL**

<b>Safeway Vendor Shipping and Receiving Temperature Requirements Policy</b>	<b>DATE ISSUED</b> September 10, 2007	<b>PAGE</b> 13	<b>OF</b> 13
--	--	-------------------	-----------------

**FLORAL NON-TROPICAL PRODUCTS RECEIVING TEMPERATURES**

<b>PRODUCTS</b>	<b>PREFERRED TEMP RANGE °F</b>		<b>OPTIMAL TARGET TEMPS °F</b>	<b>RECEIVING MINIMUM TEMP °F</b>	<b>RECEIVING MAXIMUM TEMP °F</b>
ROSES	33	38	34	33	42
MIXED BOUQUETS	34	38	36	34	42
CUT FLOWERS	35	40	36	33	42
POTTED PLANTS – NON TROPICAL <sup>6</sup>	35	40	38	35	50

<sup>6</sup> Non Tropical Plants Include: All Bulb Items, Azalea, Mums, Cineraria, Cyclamen, Lilies, Hydrangeas, Kalanchoe, Shamrock, Mini Rose, Gerber Daisy

**FLORAL TROPICAL PRODUCTS RECEIVING TEMPERATURES**

<b>PRODUCTS</b>	<b>PREFERRED TEMP RANGE °F</b>		<b>OPTIMAL TARGET TEMPS °F</b>	<b>RECEIVING MINIMUM TEMP °F</b>	<b>RECEIVING MAXIMUM TEMP °F</b>
POTTED PLANTS – TROPICAL <sup>7</sup>	50	60	55	50	75

<sup>7</sup>Tropical plants Include: African Violet, Begonia, Zygocactus, Exacum, Gloxinia, Hibiscus, and Poinsettia

# SAFEWAY SEAFOOD HACCP PROGRAM

All products destined to Safeway where fish or fishery products are the characterizing agent for the product is required to meet Safeway's Seafood HACCP Program. Below is information that will help when preparing to ship, transport, and deliver fish or fishery products to any Safeway owned or contracted distribution facility. *Safeway Inc. seafood vendors are required to assure all products are properly maintained in continuous refrigeration through out the distribution process to a Safeway owned or contracted distribution facility. This includes cold storage facilities with viable Seafood HACCP Programs in place and cross docking.*

TITLE 21, PART 123 of the Code of Federal Regulations defines **FISH** as fresh or saltwater finfish, crustaceans, other forms of aquatic animal life (including, but not limited to, alligator, frog, aquatic turtle, jellyfish, sea cucumber, and sea urchin, as well as the roe of such animal) other than bird or mammals, and all mollusks, where such animal life is intended for human consumption.

TITLE 21, PART 123 of the Code of Federal Regulations defines **FISHERY PRODUCT** as any human food product which **FISH** is the characterizing agent.

Safeway's Seafood HACCP Program covers all requirements for the receiving and storage of all FISH and FISHERY PRODUCTS within any Safeway owned or contracted distribution facility as well as the products during transit immediately prior to delivery to Safeway. All products are to be maintained in continuous refrigeration throughout transit, receiving, and storage.

**TRANSIT** – There are 3 methods that can be used by a supplier to insure products are maintained in continuous refrigeration throughout transit. These methods are:

- (a) Wet Ice
- (b) Chemical Cooling Median (Blue Ice, Gel Packs, etc.)
- (c) Mechanical Refrigeration

## **Wet Ice**

Whole Fish or Roasts – Wet ice shall be placed in a FDA approved poly bag along with the whole fish or roast. The ice shall be placed into the cavity of the fish as well as completely around the fish. Purge shall not exceed 8 oz per 10 lbs of product for each individual container. The poly bag of ice and fish shall be properly sealed using a zip strip, twist tie, tape, knotted to prevent ice or purge from leaking out into the master container.

# SAFEWAY SEAFOOD HACCP PROGRAM

(Continued)

## TRANSIT

### Wet Ice

Fish Steaks or Fillets – Steaks and or Fillets shall be placed in a FDA approved poly bag and properly sealed as stated above. The sealed bag of Steaks/Fillets shall be placed inside a lined master container and the ice placed all around the product. The ice may be placed directly into the master liner or may be sealed in separate small bags and placed into the master liner with the product. Purge shall not exceed 8 oz per 10 lbs of product for each individual container. **All master liners containing wet ice shall be properly sealed as defined above.**

***SUBJECT TO REJECTION** - When greater than 8 oz of purge is found per 10 lbs of product, improperly sealed product bags where commingling of steaks/fillets with wet ice are found, master containers without liners or properly sealed liners.*

### Chemical Cooling Median

If chemical cooling median is used, the size of the pack required is a minimum of 4 inches by 6 inches for every 5 lbs of product packed. For example, an order requires 10 lbs of salmon per case and gel packs will be used. Each container of 10 lbs of salmon would require a minimum of two 4" x 6" packs with the salmon. All products where gel packs are used will be placed in a FDA approved poly bag and properly sealed as defined under wet ice above. The gel packs shall be placed on the top of the sealed bag of product inside a master container.

***SUBJECT TO REJECTION** – Improperly sealed product bags where chemical cooling median comes in direct contact with product, thawed chemical cooling median packs where product temperature is in jeopardy, master containers without liners.*

# SAFEWAY SEAFOOD HACCP PROGRAM

(Continued)

## Mechanical Refrigeration

*This type of refrigeration is used for the majority of pre-packaged fish or fishery products*

Transit Time Less Than 4 hours – If transit time from the location listed on the Bill of Lading is less than 4 hours from the Safeway owned/contracted distribution facility and mechanical refrigeration is used, product temperatures will be taken to determine disposition of product.

Transit Time Greater Than 4 Hours – If transit time from the location listed on the Bill of Lading is greater than 4 hours from the Safeway owned/contracted distribution facility and mechanical refrigeration is used, a Temperature Monitoring Device (TMD) is **Mandatory**. Safeway requires the use of a Sensitech brand TempTale3 or TempTale4 device which measures at a minimum the ambient air temperature of the transport vehicle. The serial number of the TempTale device shall be recorded on the bill of lading and/or manifest for the protection of both parties. If a vendor has product destined to more than 1 Safeway owned/contracted distribution facility on the same transport vehicle, and those stops are greater than 4 hours away, a TMD will be required for each delivery point to Safeway.

**\*\*NOTE – If a TMD is used that will measure both the ambient air and product temperature, the determination of accept or reject of product will be based on the temperature measurement of the product.**


***SUBJECT TO REJECTION – Any product temperature above 38 °F for fresh pre-packaged/further processed fish, any TMD which shows ambient air temperature held above 38 °F for greater than 4 cumulative hours during transit time.***

## TEMPERATURE PARAMETERS

Fresh Fish and Fishery Products	Minimum 28°F	Maximum 38°F	Optimum 32°F
Frozen Fish and Fishery Products	Minimum <b>None</b>	Maximum 0°F	Optimum -10°F

# APPENDIX 18

## Affirmative statement of registration compliance:



**luigi's perfect pasta company**  
 5918 Commerce Lane  
 San Francisco, California 94114

Safeway, Inc.  
 Business Processes  
 5918 Stoneridge Mall Road  
 Pleasanton, CA 94588-3229

Dear Safeway,

Luigi's Perfect Pasta Company is aware of FDA Biotechnology regulations and has registered all facilities in accordance with the terms of the Biotechnology Preparedness and Response Act of 2002.

## Sample completed bill of lading:

Luigi's Perfect Pasta  
 5918 Commerce Lane  
 San Francisco, CA 94114

**SHIP TO:**  
 Safeway Inc.  
 16900 West Schulte Road  
 Tracy, California 95377

**FREIGHT CHARGES ARE: PREPAID**  
**CARRIER: SALLY'S SHIPPING**  
 VEHICLE NO: **163548**  
 SEAL #1  
 SEAL #2  
 APPT DT/TM

**SHIP FROM:**  
 Luigi's Perfect Pasta  
 6653 Industry Plaza  
 Modesto, California

**ORDER DATE**  
10/11/2005

**SHIP DATE**  
10/14/2005

**CONTROL NO.**  
13742645-A

**DELIVERY DATE**  
10/21/2005

**BILL OF LADING NO.**  
79461

STRAIGHT BILL OF LADING  
 SHORT FORM  
 ORIGINAL - NOT NEGOTIABLE

QTY SHIPPED	QTY ORDERED	ITEM NO.	DESCRIPTION	PALLETS	WEIGHT
150	150	34851	Luigi's Perfect Pasta Extra Long Fettucine 24 - 1lb.	0.5	3652.05lb
300	300	13543	Luigi's Perfect Pasta Shells 12 - .5lb.	2.0	1851.00lb
75	75	81921	Mama Cecilia's Ready-to-bake pizza crust 10 - 2lb.	1.0	1520.25lb
<b>TOTAL CASES SHIPPED</b>	<b>525</b>	<b>TOTAL WEIGHT</b>	<b>525</b>	<b>TOTAL PALLETS</b>	<b>3.5</b>

RECEIVED IN ACCEPTABLE CONDITION:

DATE \_\_\_\_\_ CARRIER \_\_\_\_\_ SIGNATURE \_\_\_\_\_

## VENDOR CODE OF CONDUCT

### I. Terms and Conditions

Safeway's Vendor Code of Conduct is a general guide to standards of business practice and regulatory compliance that applies to Vendors of Safeway Inc. or its (direct and indirect) subsidiaries and affiliates (the "Safeway Companies"). It is the Safeway Companies' intent to select and retain Vendors ("Vendors") who share and embrace the letter and spirit of our commitment to integrity. We recognize that Vendors are independent entities. Nonetheless, the business practices of a Vendor may reflect upon, and in some cases directly affect, the Safeway Companies. The Safeway Companies, therefore, require that Vendors and their employees, agents, and subcontractors (Vendors' employees, agents, and subcontractors shall hereinafter be referred to collectively as "Representatives") adhere to certain standards of business conduct and that they comply with the letter and spirit of applicable law while conducting business with or on behalf of the Safeway Companies. The policies summarized in the Safeway Companies' Vendor Code of Conduct are not exhaustive: there may be other conduct not specifically described that will be considered unacceptable for a Vendor or its Representatives.

### II. Legal and Regulatory Compliance Practices

All Vendors, while conducting business with or on behalf of the Safeway Companies, shall conduct such business in full compliance with all laws and regulations applicable to such business, and shall require that their Representatives do the same. Vendors shall promptly notify the Safeway Companies of any conflict between U.S. and other applicable law as detailed under the "Reporting of Questionable Behavior and Possible Violations" section of this code. In addition to any specific obligations under Vendor's agreement with the Safeway Companies, all Vendors shall, without limitation:

- A. Comply with the anti-corruption laws of the countries in which they do business and with the United States Foreign Corrupt Practices Act ("FCPA"). Vendors may not make any direct or indirect payments or promises of payment to foreign government officials for the purpose of inducing the individual to use or misuse his/her position to obtain or retain business.
- B. Comply with all applicable trade control laws as well as all export, re-export and import requirements.
- C. Conduct their business in full compliance with antitrust and fair competition laws that govern the jurisdictions in which they conduct business.
- D. Comply with all applicable environmental laws and regulations.
- E. Be honest, direct, and truthful in discussions with regulatory agency representatives and government officials.

### III. Business Practices

Vendors and their Representatives shall conduct their business interactions and activities with integrity and in accordance with their obligations under specific agreements with the Safeway Companies. While many Vendors have their own compliance requirements, business practice standards, and/or codes of business conduct, it is essential that all Vendors and Representatives understand and uphold the requirements of the Safeway Companies for acceptable business conduct when doing business with or on behalf of the Safeway Companies. In addition to any specific obligations under each Vendor's agreement(s) with the Safeway Companies, all Vendors shall, without limitation:

- A. Honestly and accurately record and report all business information and comply with all applicable laws regarding their completion and accuracy.
- B. Create, retain, and dispose of business records in full compliance with all applicable legal and regulatory requirements.
- C. Protect and responsibly use both the physical and intellectual assets of the Safeway Companies, including property, supplies, consumables, and equipment, when authorized by the Safeway Companies to use such assets.
- D. Conduct business in a professional manner at all times while on the Safeway Companies' property or while conducting business with or on behalf of the Safeway Companies.
- E. Not distribute or cause to be distributed on the Safeway Companies' owned or leased property any form of literature, materials or other information (such as brochures, publications, advertisements, surveys, announcements, or flyers) unrelated to the Safeway Companies' business.
- F. Not speak to the press on the Safeway Companies' behalf unless Vendor or Representative is expressly authorized in writing to do so by the Safeway Companies.
- G. Refrain from offering, giving or providing gifts (including but not limited to magazine subscriptions, complimentary or discount tickets, cash, merchandise, special services, foods and beverages) unless such gifts and/or entertainment (i) have nominal economic value, and (ii) carry an advertising message directly related to promotion of Vendor's products. Any meals or entertainment provided to an employee of the Safeway Companies should be moderate and should be provided only in the course of Vendor's business with the Safeway Companies. In no event shall Vendor or its Representatives offer a bribe, kickback, or any other incentive to a Safeway Companies' employee (other than incentives provided directly to the Safeway Companies).
- H. Avoid the appearance of or actual improprieties and conflicts of interests. Vendors and their Representatives shall not knowingly deal directly with any Safeway Companies' employee if that employee or his/her spouse, domestic partner, or other family member or relative holds a significant financial interest in Vendor. Dealing directly

in the course of negotiating the Vendor agreement or performing Vendor's obligations with a spouse, domestic partner, or other family member or relative who is employed by the Safeway Companies is also prohibited.

I. Refrain from insider trading, including by buying, selling, or taking any futures position in the Safeway Companies' stock or other securities, while in possession of information about the Safeway Companies that is not generally available to the investing public and that could influence an investor's decision to buy or sell stock.

#### **IV. Employment Practices**

The Safeway Companies expect their Vendors to share their commitment to diversity, equal employment opportunity, and a safe and harassment free workplace. Safeway Companies' Vendors shall conduct their employment practices in full compliance with all applicable laws and regulations in all of their global operations. In addition to any specific obligations under Vendor's agreement with the Safeway Companies, all the Safeway Companies Vendors shall, without limitation:

A. Cooperate with the Safeway Companies' commitment to a workforce free of harassment and unlawful discrimination.

B. Provide a safe and healthy work environment and fully comply with all applicable safety and health regulations and practices.

C. Use only voluntary labor. The use of forced labor whether in the form of indentured labor, bonded labor, or prison labor by a the Safeway Companies Vendor and its subcontractors is unacceptable.

D. Comply with all minimum age laws and requirements and not employ child labor.

E. Comply with all applicable laws governing compensation and working hours. In those countries where there is no applicable standard, overtime shall be paid, at a minimum, at the rate equal to the employee's regular wages.

F. In those instances where housing is provided by Vendors, assure Representatives' housing meets all applicable laws and regulations.

#### **V. Compliance with the Safeway Companies Vendor Code of Conduct**

It is the responsibility of the Vendor to ensure that its Representatives understand and comply with the Safeway

Companies Vendor Code of Conduct and to inform its Safeway Companies' contact (or a member of the Safeway Companies' management) if and when any situation develops that requires the Vendor to operate in violation of the code set forth in this document.

#### **VI. Enforcement of and Compliance Verification with the Safeway Companies Vendor Code of Conduct**

The Safeway Companies will not tolerate any departure from its standards. The Safeway Companies Vendors are expected to self-monitor their compliance with this Vendor Code of Conduct. In addition to any other rights the Safeway Companies may have under their agreement with Vendor, the Safeway Companies may request the immediate removal of any Representative who behaves in a manner that is unlawful or inconsistent with this Code or with any Safeway Companies' policy.

#### **VII. Compliance Acknowledgment**

All Vendors will be required to educate and train their Representatives to ensure that they understand and comply with the Safeway Companies Vendor Code of Conduct. Vendors may be required, as a condition to maintaining an active Vendor relationship with the Safeway Companies, to acknowledge their obligation to comply with the Safeway Companies Vendor Code of Conduct.

#### **VIII. Reporting of Questionable Behavior and Possible Violations**

The Safeway Companies encourage Vendors and Representatives that have questions regarding the Safeway Companies Vendor Code of Conduct to contact the Safeway Companies regarding their concerns. Vendors and their Representatives should work with their Safeway Companies contact in resolving a business practice or compliance concern. Should it not be possible or appropriate to resolve such concern directly with their contact, Vendors should contact the Safeway Companies Corporate offices by sending a letter to the following:

Safeway Inc.  
Corporate Legal  
5918 Stoneridge Mall Road  
Pleasanton, CA 94588-329

#### **IX. Intolerance of Retribution or Retaliation**

The Safeway Companies will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice or has reported questionable behavior or a possible violation.