



2004/2005
VENDOR AGREEMENT
 (Version 4/16/2004)

Vendor Name: _____

Buyer Name/Number: _____

Vendor Number _____

- Existing Vendor
 New Vendor
 Renewal

Ext. _____
 Key _____
 Date _____

This Agreement is a supplement to the Meijer Distribution, Inc. ("Meijer") Purchase Order Terms and Conditions (available at <http://www.meijer.com/public/poterm.htm>). **VENDOR'S SHIPMENT OF ALL OR ANY PART OF ANY GOODS TO MEIJER SHALL BE DEEMED VENDOR'S CONSENT TO MEIJER'S PURCHASE ORDER TERMS AND CONDITIONS AS IF THEY WERE FULLY SET OUT HEREIN, SUBJECT TO THE ATTACHED ADDENDA, IF ANY (CHECK APPLICABLE BOXES):**

- Corporate Brand Product Purchase Addendum
 Specially-Negotiated Terms and Conditions Addendum
 Scan-Based Trading Addendum
 Co-Marketing Addendum

This Agreement will apply to all Meijer purchase orders issued to Vendor, and the business terms of such order(s) will be supplemental to this Agreement and to the Addendum(s), if any, designated above. This Agreement does not obligate Meijer to purchase any goods or services from the Vendor. This Agreement may only be modified in writing.

THIS VENDOR AGREEMENT IS A LEGALLY BINDING DOCUMENT. MEIJER AND VENDOR AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS STATED HEREIN.

● **SECTION I - GENERAL VENDOR INFORMATION**

Enter the Vendor's Federal Tax Payer Identification Number (TIN) or the Vendor's Social Security Number if a TIN has not been issued:

TIN

or SSN

VENDOR CORPORATE ADDRESS	VENDOR REPRESENTATIVE ADDRESS
Address:	Name:
City:	Address:
State: Zip:	City:
Phone:	State: Zip:
	Phone:
ADDRESS TO MAIL PAYMENT	Fax:
Vendor Name:	Email:
Address:	PURCHASE ORDER CONTACT INFORMATION
City:	EDI Representative:
State: Zip:	Phone:
Phone:	Fax:
Email:	Email:
	Customer Service Contact Information
Customer Service Contact	Phone:
Name:	Fax:
	Email:
Factor Name:	Price Ticket Administrator Information
	Phone:
	Fax:
	Email:

Vendor Contacts	Name	Toll Free Phone #	E-Mail Address	Fax Number
President		800-		
Vice President		800-		
National Sales Mgr.		800-		
Regional Sales Mgr.		800-		
Logistics Manager		800-		
Credit Manager		800-		
Account Rep.		800-		
Customer Service		800-		

● **SECTION 2 - PAYMENT TERMS**

Payment terms are based, at Meijer's discretion, on the better of the date that the goods are physically received at the facility designated by Meijer for receipt of the goods or the vendor's invoice date.

Cash Discounts are discounts offered for early payment of an invoice or incentives for merchandise procurement. The total discount amount is calculated based on the better of the "net" or "gross" cost of the invoice.

Note: The Meijer Standard terms for "Normal" payment are 2% 30, net 90. These are the default payment terms for all Meijer purchase orders. If the Vendor is, not able to give these terms, please state below the terms offered and, if the terms are shorter than the standard, the reason why the Vendor cannot meet the Meijer standard payment terms. Many product categories, by the nature of the industry cycle, require longer payment terms. Vendors will be required to meet these extended terms.

Vendor Terms (See below to explain if different from Meijer required):

Promotional Payment Terms: _____

Seasonal Payment Terms: _____

New Store/Remodel Payment Terms: _____

Initial Stocking Terms: _____

Other Special Terms and Conditions when offered: _____

NOTE: Special buys or specific item purchases may be negotiated outside of this Agreement based on mutually agreed upon "Special Buy Programs" or "Deal Allowances."

VENDOR: PLEASE STATE REASONS THAT MEIJER REQUIRED TERMS (2% 30, net 90) CANNOT BE MET:

BUYER: MEIJER MANAGEMENT MUST SIGN OFF ON TERMS OTHER THAN MEIJER REQUIRED (2% 30, net 90).

Meijer Authorization for terms other than 2% 30, net 90

Signature _____

Position Held at Meijer _____ Date _____

The Vendor may contact Meijer's Vendor Accounting Department at (616) 791-3933 to discuss anticipation offers. The discount for anticipation invoices will vary with current interest rate and market conditions. Please refer to the Meijer VendorNet (www.meijervendor.com) for anticipation guidelines.

● **SECTION 3 - CONDITIONS OF SALE**

CONDITIONS OF SALE The following conditions (check more than one if necessary) apply to all purchase orders unless specified:

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> Guaranteed Sale (or Return) | <input type="checkbox"/> Consignment (mdse.) | <input type="checkbox"/> Pre-Pricing | <input type="checkbox"/> Scan Based Trading
(See buyer if checked) |
| <input type="checkbox"/> Early Buys | <input type="checkbox"/> Consignment (finance) | <input type="checkbox"/> Pre-Hang (Apparel) | <input type="checkbox"/> In Store Service Agreement |
| <input type="checkbox"/> Stock Balancing | <input type="checkbox"/> Short Dating Discount | <input type="checkbox"/> Other* | |

Minimum Order Requirement: \$

Cases

Lbs

*Please briefly explain the special conditions for sale that are not for all purchase orders. Attach detail sheet if necessary:

NOTIFICATION OF COST CHANGES

With an ongoing attempt to serve Meijer guests better and lower prices, cost increase requests may limit Meijer's ability to carry your products. Any cost increase request must be submitted to Meijer buyer in writing and approval must be accepted at least 60 days prior to the effective date of the increase. Any invoicing at a higher price prior to the 60 day notice period or without buyer approval will be deducted from invoice. Exceptions may exist for market priced or commodity index priced products.

● SECTION 4 - STANDARD PURCHASE ORDER ALLOWANCES

How paid and when:

Allowance	Dollar	%	Comments	DM	OI	CM	CK	EI	M	Q	S	A
Volume Rebate												
Quantity Discount												
Warehouse Allowance												
New Store/Remodel Store Allowance												
Early Buy Allowance												
Markdown Allowance												
Fixture Allowance or New Fixture Allowance												
Initial Stocking/Distribution Allowance												
Service Allowance												
Buying Group Rebates												
EDLC												
Reclamation Allowance												
Other												

If additional explanation on any Allowance(s) is needed, please use the space below to detail:

DM = Debit Memo OI = Off Invoice CM = Credit Memo CK = Check EI = Each Invoice
M = Monthly Q = Quarterly S = Semi-Annually A = Annual

Note: Allowance Calculations relating to invoices or receipts are based on the gross amount of the invoice or receipt. A 4% handling charge is added to all scan back allowance billings.

SECTION 5 - MEIJER INBOUND LOGISTICS

FREIGHT TERMS & FOB

Collect

Collect, FOB Origin

Prepaid

Prepaid, Chargeback/FOB Destination
 Prepaid, FOB Destination
 Prepaid, Freight Allowance/FOB Origin

SHIPPING POINT:

City _____ State _____ Zip _____ Country _____
 Phone (800) _____ Fax _____
 Email _____
 Shipping Contact _____

LOAD INFORMATION

Pallet Buy-GMA Required Pallet for Free CHEP
 Slip Sheet Floor Load

FREIGHT CHARGES

\$\$ Per Case _____
 Flat \$\$ _____
 % of Vlist _____
 \$ per CWT _____

FREIGHT ALLOWANCES

\$\$ Per Case _____
 Flat \$\$ _____
 % of Vlist _____
 \$ per CWT _____

LEAD TIME

Number of days between order and shipment _____

For transit times between ship dates and arrival date, see Meijer's *Vendor Requirements & Reference Guide* (available on the Meijer VendorNet).

**VENDOR IS RESPONSIBLE FOR ALL COSTS INCURRED BY MEIJER
 RESULTING FROM SHIPPING ERRORS.**

SECTION 6 - ADVERTISING/PROMOTIONAL/MARKETING ALLOWANCES

Allowance	What		How Paid			When				
	Dollar	%	OI	CM	CK	EI	M	Q	S	A
Advertising Allowance										

Advertising allowances support Meijer print, radio, and TV events. The allowance is used to pay for costs associated to production, space, and distribution.

Describe specifics of allowance: _____

Describe requirements of allowance: _____

In-Store Marketing

In-Store Marketing includes promotional space in Meijer Stores and other "special" marketing events that grow business. Check below areas for use of funds.

In Store: Endcaps T Aisles Center Aisles Fastracks T-Tables Checklanes Unadvertised Specials

Special Events: Catalina Coupon Billboards Video In-Store Demos Magazines Other

Describe specifics of allowance: _____

Describe requirements of allowance: _____

If Allowance is Accrual, what is from/to period for Meijer receipt?

OI= Off Invoice	CM=Credit Memo	CK=Check	EI=Each Invoice	M=Monthly
Q=Quarterly	S=Semi-Annually	A=Annual	DM=Debit Memo	

Co-Marketing funds are available from vendor. Vendor will be contacted by Meijer marketing for specific proposal and contract development. See Co-Marketing Addendum attached and check "Co-Marketing Addendum" box at the top of Page 1.

Note: This Agreement does not exclude additional funding that may be negotiated separately from this Agreement.

Item "deal" sheets are required for promotions and will supplement this Agreement.

Proof of performance will not be provided for advertised items and is available on our website for vendor review and verification at (www.mejervendor.com).

SECTION 7 - DAMAGED/ DEFECTIVE POLICY

Meijer's goal is to reduce and simplify handling and disposition of damaged/defective merchandise for our guests, stores and vendors. To that end, Meijer prefers to "Charge Back and Destroy" at store or warehouse level. This eliminates excessive handling and freight. A Vendor who insists on damaged/defective goods being returned will be charged a 15% (or minimum \$20 per chargeback) handling charge, with return freight charges billed back to Vendor (FOB Meijer).

VENDOR OPTION #1: Vendor allows a defective/damage allowance with destruction at store or warehouse. Vendor will allow a defective/returned goods allowance of ____% based on annual purchases at cost. This % deduction will be included in each Purchase Order and deducted off each invoice for the given year. The percentage must be adequate to cover all defective/returned goods or additional claims will be filed by Meijer at our fiscal year end (February).

VENDOR OPTION #2: Vendor allows charge backs and destruction at stores or warehouse with store/warehouse debits. Permanent Authorization # _____ (If required for debit)

VENDOR OPTION #3: DSD Vendor agrees to handle all functions of store return including, but not limited to, collection, centralized processing of product and paperwork, loading, and return delivery. If Meijer incurs additional cost due to Vendor not handling damages accordingly, vendor will be charged as designated in Option #4.

VENDOR OPTION #4: Vendor wants goods reconciled or returned (check the applicable box).

Meijer's reclamation center will destroy returned goods from stores. Vendor will have the option to reconcile type of damage and counts at the reclamation center within 30 days. A 15% (\$20 minimum) store handling charge will be added to the Vendor debit.

Returned goods will be sent from store locations to Vendor or to Meijer's reclamation center and then made available for the Vendor to ship back to its facility at Vendor's risk and expense. If Vendor requests the returned goods be sent to the reclamation center, Vendor will be charged a 15% handling charge (minimum \$20 per chargeback), and the goods will be shipped with return freight charges billed back to the Vendor (FOB Meijer). Vendor will also be charged a \$ 1.00 per unit handling fee for any required consolidation of the goods.

Address to ship returns to:

Comments or Special Instructions:

Phone #: _____

Permanent Return Authorization #: _____ (If required for shipping)

SECTION 8 - MISCELLANEOUS BUSINESS REQUIREMENTS AND NOTIFICATIONS

- **PRODUCT SAMPLES AND TESTING**

Meijer expects Vendor to pay for any samples and freight for samples that are part of the usual means of doing business. This includes (but is not limited to) samples for planogram, specification approval, production samples, ad samples and any other samples that need to be modified or corrected. Planogram samples must be sent to Meijer Planogram Room freight prepaid and can be picked up or sent back to Vendor at its own expense after planogram has been completed. After thirty (30) days, unclaimed samples will belong to Meijer and be sent to our Sample Store.

Meijer requires that an accredited laboratory test all general merchandise at the Vendor's expense and that all other merchandise be tested at the Vendor's expense when requested by Meijer's Quality Assurance Department. Specific testing requirements are located on the Meijer VendorNet.

- **MEIJER VENDOR REQUIREMENTS & REFERENCE GUIDE**

Vendor acknowledges receipt of Meijer's *Vendor Requirements & Reference Guide* (available on the Meijer VendorNet) which contain Meijer's standards relating to supply chain performance, non-conforming goods, shipping and delivery, labeling and marking of cartons, EDI requirements, and invoicing requirements.

- **VENDOR SUPPORT**

Meijer believes that all Vendors should be directly involved in the management, marketing and presentation of their products in a Meijer store. Meijer is looking for manpower support with planograms, with new and remodeled stores, and in the elimination of unneeded inventory. Vendor participation in these areas is expected. Please note that all product promotions, contests, POS materials, and displays must be approved by Meijer Corporate Buying before they are introduced into Meijer Stores. No material should be delivered to the Stores without this prior authorization.

- **MEIJER GRATUITIES POLICY**

Meijer is focused on helping you, our vendors, keep your cost of doing business as low as possible, in order to offer Meijer the very best price on the products and services we purchase. Our policy now prohibits acceptance of any gift or gratuity with monetary value. We are asking you to communicate this policy with everyone in your organization who interacts with Meijer team members.

SECTION 9 - EXECUTION OF THE AGREEMENT

Meijer and Vendor agree that this Agreement, any applicable Addendum as noted above, and any other understandings between them incorporated by reference herein, constitutes their full understanding. All prior agreements, negotiations, dealings and understandings, whether written or oral, regarding the subject matter of this Agreement are superseded by and merged into this Agreement. **BROKER'S REPRESENTATION: IF VENDOR'S BROKER IS SIGNING THIS AGREEMENT (OR ANY REFERENCED ADDENDUM) ON VENDOR'S BEHALF, THE BROKER REPRESENTS AND WARRANTS TO MEIJER THAT VENDOR HAS AUTHORIZED BROKER TO SIGN THIS AGREEMENT [AND ADDENDUM(S)] AS THE VENDOR'S AGENT AND TO LEGALLY BIND THE VENDOR TO EACH AND EVERY TERM AND CONDITION OF THIS AGREEMENT [AND ADDENDUM(S)].**

ACCEPTED BY: FOR VENDOR:

(Authorized Officer or Agent of Vendor)

Company Name: _____

Signature: _____

Date: _____

Print Name: _____

Title: _____

FOR MEIJER:

Signature: _____ Date: _____

Print Name: _____

Title: _____

ADDITIONAL MEIJER SIGNATURES:

Signature: _____ Date: _____

Print Name: _____

Title: _____

Additional Buyer Signatures required if shared vendor

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

Title: _____