



TO ALL VENDOR AND BROKER REPRESENTATIVES:

Thank you for your interest in establishing a relationship with Super Store Industries. We require the following information on file for all vendors with whom we do business:

1. Pure Foods and Commodity Guaranty and Agreement
2. Anti-Trust Compliance Guarantee
3. Agreement to Provide Insurance
4. Electronic Data Interchange (EDI) / Electronic Fund Transfer (EFT)
5. Certificate of Insurance
6. New Item Form
7. New Vendor Form
8. Promo Allowance / EPA Program
9. Price Changes
10. SSI Delivery Information
11. Federal Form W-9 (Attachment 2)

These forms must be completed prior to the New Item presentation.

New vendors will be accepted only when this information is furnished in its entirety.

Please complete the attached information and return by mail to the appropriate buyer for review.

Super Store Industries  
Attn: Buyer (Name)  
POB 549  
Lathrop, CA 95330

If you have any questions regarding the Certificate of Insurance, please contact Curtis Vaughn at 209.858.3322 or "e" address, [cvaughn@ssica.com](mailto:cvaughn@ssica.com).

All other questions, please contact the Buyer.

Thank you  
Marketing & Merchandising Division

16888 McKinley Avenue, POB 549, Lathrop, CA 95330



## **PURE FOODS AND COMMODITY GUARANTY AND AGREEMENT**

In consideration of the purchase, from time to time, of articles of food or other commodities from undersigned (hereinafter called "Seller") by Buyer (Super Store Industries), Seller agrees as follows:

1. To guarantee that, as of the date of the later of shipment or delivery, the articles of food or other commodities comprising each shipment or delivery hereafter made by Seller to Buyer are, on such date; a) not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, as amended and all regulations there under (including the Food Additives Amendment of 1958) (the "Act"); b) not an article of food or other commodity which, may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce; c) not adulterated or misbranded within the meaning of, or in violation of any disclosure or warning required under, the pure food and drug laws, regulations or ordinances of any state, county or city or other governmental agencies which are applicable to each shipment or delivery; d) in compliance with all other applicable federal, state and local laws, regulations, rules, orders and ordinances.
2. To indemnify and hold Buyer, its members, employees, representatives and agents harmless from and against any and all charges, claims, demands, suits, actions, and proceedings brought against Buyer, its members, employees, representatives and agents, including all losses, expenses, damages, costs and attorney's fees incurred by Buyer in connection therewith; a) for or on account of any alleged adulteration of misbranding of such article of food or other commodity shipped or delivered by Seller to Buyer; b) for the injury, illness and/or death of any person or animal which is caused or alleged to have been caused by the handling, consumption or use by such person or animal of any article of food or other commodity shipped or delivered by Seller to Buyer; c) or arising out of a violation of any laws and regulations described in paragraph 1 above in connection with any article of food or other commodity shipped or delivered by Seller to Buyer.
3. This guaranty is executed by Seller upon and subject to the following conditions:
  - a) Seller does not guarantee against any article of food or other commodity becoming adulterated or misbranded within the meaning of the Act of any pure food and drug laws or ordinances of any state or city after delivery to Buyer, unless any adulteration or misbranding is found to be by the Seller, processor or packer thereof, or by the condition of any raw materials used in the processing or packing of such article, or by defect in the container in which the article is packed;



Pure Foods and Commodity Guaranty and Agreement (cont'd)

b) In those cases in which an article of food or other commodity is shipped under Buyer's branded label, Seller's responsibility for misbranded shall be limited to that resulting from the failure of the article of food or other commodity to conform to the standards for the product, the purchase specifications, or the statement contained on the label furnished by Buyer;

c) With respect to paragraph 2. b) hereof, the indemnity provisions therein contained shall not be applicable to any charge, claim, demand, suit, actions or proceedings which are founded upon the alleged injury, illness and/or death resulted, solely and independently of all other means, from the negligence of Buyer:

4. Any guaranty previously given by Seller to Buyer, which relates to the subject matter hereof is hereby revoked and replaced by this guaranty. This guaranty shall not be deemed to be modified or otherwise affected by any agreement hereafter entered into by Seller and Buyer unless such articles of food or other purchased or ordered by Buyer from Seller prior to the receipt of written notice of its revocation by Buyer.

**Definitions**

The term "Buyer" used herein shall mean Super Store Industries, a California General Partnership or it affiliates, including without limitation, Mid-Valley Dairy – Fairfield, Mid-Valley Dairy – Turlock, as applicable.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Type or Print Name of Seller)

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

(Title) \_\_\_\_\_

Address of Seller: \_\_\_\_\_

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

(City, State, Zip Code) \_\_\_\_\_



**ANTI-TRUST COMPLIANCE GUARANTEE**

\_\_\_\_\_ ("Seller") represents, warrants and guarantees to Super Store Industries ("SSI") that as to all agreements to purchase and all purchases by SSI from Seller:

A) Each and all terms and conditions of sale (including without limitations, the cost of merchandise, payment terms, discounts, services, allowances, promotions, rebates, unearned discounts, refunds, commissions, and payments) which Seller extends or makes available to SSI; i) are intended by Seller as a legitimate effort to meet and do meet the terms and conditions of sale offered by Seller's competition for SSI's business; or ii) are equivalent to the terms and conditions of sale which Seller extends explicitly or implicitly to any other wholesaler, jobber, distributor or chain operation in California.

B) If Seller at any time makes available (either expressly or implicitly) to any SSI competitor in California terms or conditions of sale (including without limitation, cost of merchandise, payment terms, discounts, services, allowances, promotions or payments) which are more favorable than those which Seller makes available to SSI, then Seller will offer such terms or conditions to SSI. If Seller makes available to SSI terms or conditions of sale which are more favorable than those which Seller offers to any SSI competitor in California, Seller will make those terms or conditions available to such competing purchaser(s) to the full extent required by applicable federal, state or local law, regulations or guidelines.

C) To the best of Sellers knowledge and belief, the terms and conditions of any agreement to sell and all sales to SSI comply in their entirety with any and all applicable federal, state and local law, regulations and guidelines.

Dated: \_\_\_\_\_  
\_\_\_\_\_ (Type or Print Name of Seller)

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

(Title) \_\_\_\_\_

Address of Seller: \_\_\_\_\_

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

(City, State, Zip Code) \_\_\_\_\_

16888 McKinley Avenue, POB 549, Lathrop, CA 95330



**AGREEMENT TO PROVIDE INSURANCE**

In consideration of the purchase, from time to time, of articles of food or other commodities from undersigned (hereafter called "Seller") by Buyer (Super Store Industries), Seller agrees as follows:

1. To provide, at Seller's sole cost and with an insurance company satisfactory to Buyer, products and contractual liability insurance (the "Insurance"), including recall and tampering coverage, if applicable, in an amount not less than \$5,000,000 combined single limit for bodily injury or property damage, per occurrence. The insurer must have a B+ rating or higher.
2. Buyer and its members, representatives, agents and employees shall be named as additional insured on the Insurance.
3. Buyer will receive thirty (30) days prior written notice of cancellation of said Insurance.
4. Certificate of Insurance acceptable to Buyers shall be filed with Buyer prior to shipment or delivery of any article of food or other commodity.

Dated: \_\_\_\_\_  
\_\_\_\_\_ (Type or Print Name of Seller)

By: \_\_\_\_\_  
(Title) \_\_\_\_\_

Address of Seller: \_\_\_\_\_  
(Street and Number) \_\_\_\_\_  
(City, State, Zip Code) \_\_\_\_\_

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### **ELECTRONIC DATA INTERCHANGE**

In order to maintain the highest levels of efficiency and accuracy, Super Store Industries encourages our vendors to receive and transmit EDI (Electronic Data Interchange) purchase orders and invoices. If your company is EDI able, please complete and return the attached sheet.

If there are any questions, please contact Becky Keller at (209) 858-3423 or e-mail [edi@ssica.com](mailto:edi@ssica.com) Thank you.

### **ELECTRONIC FUND TRANSFER**

Super Store Industries has the ability to pay accounts payable checks via Electronic Fund Transfer (EFT) once an EDI relationship has been established. If you are interested, please provide us with your EFT program so we may evaluate this option.

If you have any questions, please call Michele Kmiec at (209) 858-3305 or e-mail [mkmiec@ssica.com](mailto:mkmiec@ssica.com)

Send your information to the following address:

Super Store Industries  
Attn: Michele Kmiec  
P.O. Box 549  
Lathrop, CA 95330

16888 McKinley Avenue, POB 549, Lathrop, CA 95330



**ELECTRONIC DATA INTERCHANGE**  
**Implementation Guide**

**Electronic Data Interchange Contact:**

Rebecca Keller (P) 209.858.3423  
Warehouse & (F) 209.858.1604  
Web Based Systems Manager  
Super Store Industries  
16888 McKinley Avenue e-mail: [edi@ssica.com](mailto:edi@ssica.com)  
P.O. Box 549  
Lathrop, CA 95330

**PRODUCT DELIVERY ADDRESS / TRUCK ENTRANCE:**

Super Store Industries  
2400 Louise Avenue  
Lathrop, CA 95330

Standards: UCS Version 004010  
Duns Number: 6089576680006  
Value Added Network: **Edict Systems** (Affiliated with the EasyLink VAN)

Functional Acknowledgments: Yes  
**SSI ID Qualifier: 08**  
**SSI InterchangeID: 9266890006**  
**SSI Application ID: 2098582705**

**TRADING PARTNER INFORMATION:**

PARTNER NAME \_\_\_\_\_

PARTNER ADDRESS \_\_\_\_\_

\_\_\_\_\_

EDI CONTACT \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

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

ISA QUALIFIER & INTERCHANGE ID \_\_\_\_\_

APPLICATION (GS) ID \_\_\_\_\_

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# CERTIFICATE OF INSURANCE

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

INSURED  
YOUR COMPANY NAME HERE

- COMPANY A  
LETTER
- COMPANY B  
LETTER
- COMPANY C  
LETTER
- COMPANY D  
LETTER
- COMPANY E  
LETTER

### COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY				GENERAL AGGREGATE \$
COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ 5,000,000**
CLAIMS MADE OCCUR.				PERSONAL & ADV. INJURY \$
OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 5,000,000**
				FIRE DAMAGE (Any one fire) \$
				MED. EXPENSE (Any one person) \$
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
ANY AUTO				
ALL OWNED AUTOS				BODILY INJURY (Per person) \$
SCHEDULED AUTOS				
HIRED AUTOS				BODILY INJURY (Per accident) \$
NON-OWNED AUTO				
GARAGE LIABILITY				PROPERTY DAMAGE \$
EXCESS LIABILITY				EACH OCCURRENCE \$ **
UMBRELLA FORM				AGGREGATE \$ **
OTHER THAN UMBRELLA FORM				
				STATUTORY UNITS
WORKER'S COMPENSATION				EACH ACCIDENT \$
AND				DISEASE-POLICY LIMIT \$
EMPLOYER'S LIABILITY				DISEASE-EACH EMPLOYEE \$

OTHER:

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

CERTIFICATE HOLDER

Super Store Industries  
2800 W. March Lane, Suite 210  
Stockton, CA 95219  
Attn: Executive Secretary

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. FAILURE TO MAIL SUCH NOTICE SHALL IMPOST NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE:





## GENERAL INFORMATION (New Vendors Only)

1 Cash Terms \_\_\_\_\_ % \_\_\_\_\_ days

2 Min. Shipment \_\_\_\_\_

Max. Shipment \_\_\_\_\_

Units of (check one)  cases  lbs.  
 pallets  #  
 cube

3 Leadtime (calendar days) \_\_\_\_\_

4 Shipped From \_\_\_\_\_

5 Pickup Point \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 Contact ph. # \_\_\_\_\_

6 Freight rate \_\_\_\_\_  
 Pickup rate \_\_\_\_\_

7 Pallet / Shipment Information  
 (check one)  Shipped on 48 X 40 GMA pallets  
 Shipped on Chep pallets  
 Shipped on Slipsheets

8 Required: (check if attached)  
*New Vendors subject to "on hold" status if not submitted.*

Liability Insurance   
 Indemnity and Guarantee Form   
 Anti-Trust Compliance Guarantee Form

9 Remittance Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone # \_\_\_\_\_  
 Fax # \_\_\_\_\_  
 E-mail \_\_\_\_\_

### NEW ITEM INFORMATION

Test Market \_\_\_\_\_ Other Test Markets \_\_\_\_\_

Test Market Data: \_\_\_\_\_  
 \_\_\_\_\_

Nielsen Share: \_\_\_\_\_

Other Data: \_\_\_\_\_  
 \_\_\_\_\_

No. Cal Accounts Stockings/Retail \_\_\_\_\_

Other Accounts Stocking \_\_\_\_\_

Projected Sales: Cases/Week \_\_\_\_\_

### PROMOTIONAL SUPPORT

Television	Radio	Magazines	Newspapers
Period/\$ _____	Period _____	Date _____	Date _____
A.W. GRP'S _____	# Spot _____	Type _____	Type _____
Reach _____ % _____	Times Reach _____	Coupon Amount _____	Coupon Amount _____
2nd Flight _____	2nd _____	2nd _____	2nd _____
3rd Flight _____	3rd _____	3rd _____	3rd _____
4th Flight _____	4th _____	4th _____	4th _____

Discontinued Recommendations \_\_\_\_\_  
 \_\_\_\_\_

Like Items \_\_\_\_\_



**NEW VENDOR FORM**

Company Name: \_\_\_\_\_

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

City \_\_\_\_\_

Phone: \_\_\_\_\_

State - Zip \_\_\_\_\_

Fax : \_\_\_\_\_

Vendor Correspondence: _____
Address: _____
City-State-Zip: _____
E-Mail Address: _____
Phone: _____
Fax: _____

Broker Contact : _____
Address: _____
City-State-Zip: _____
E-Mail Address: _____
Phone: _____
Fax : _____

Federal ID#: \_\_\_\_\_

Corporation: Yes:  No:

Payment Terms: \_\_\_\_\_

Minimum Order: \_\_\_\_\_  
(Indicate cases and/or pounds)

Freight Rate: \_\_\_\_\_

Purchasing Lead Time: \_\_\_\_\_

Backhaul Rate: /Per: \_\_\_\_\_

Pickup: Yes:  No:

CRV	Yes:	<input type="checkbox"/>	No:	<input type="checkbox"/>
EDI	Yes:	<input type="checkbox"/>	No:	<input type="checkbox"/>
EFT	Yes:	<input type="checkbox"/>	No:	<input type="checkbox"/>

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

16888 McKinley Avenue, POB 549, Lathrop, CA 95330







## **SSI delivery information**

**4/12/2005**

- \* Our truck entrance is at 2400 Louise Ave. Lathrop California
- \* The appointments desk can be reached from 7:30AM to 3:00PM at 209-858-3378. Appointments should be set 72 hours in advance of delivery.
- \* Appointments are at 5:00AM, 7:00, 9:00, 11:30 and 1:00pm Monday through Friday.
- \* Express deliveries are 4 pallets or less. Dry express deliveries are from 11:00AM to 3:00PM. Frozen is 7:30AM to 1:30PM.
- \* Receiving Superintendent / Mark Alexander 209-858-3377
- \* Receiving Supervisor / Troy Warddrip 209-858-3439
- \* Receiving office / Diane Kinsey 209-858-3446
- \* The receiving dock has 22 electric jacks available for the drivers to use.
- \* World Super Services (WSS) is on site to unload carriers that wish to hire them. Outside lumpers will not be allowed on the premises. Manager / Howard Anderson 209-858-5012.
- \* SSI has a no pallet exchange policy. Product will be accepted on either Chep or 48 x 40 GMA hard wood pallets. Delivered product on damaged or unsafe pallets will be restacked onto good pallets by the driver or lumpers before the product will be received.
- \* We do not provide clamp forks or slip sheet machines for unloading purposes.
- \* All products must be conformed to our Ti X Hi requirements and wrapped before it will be received.
- \* Any vendor delivery that is more than one hour late or fails to make their requested delivery appointment may be deducted \$300 for lost labor, sales, and dock space.
- \* All product received at our facility must have a minimum of 9 months useable code life, unless prior arrangements are made before delivery.
- \* Product that is not on the purchase order, or over shipped may be refused unless prior arrangements are made before delivery.