



## **Supplier Compliance Guide**

**Revised: March 2015**

# Supplier Compliance Guide

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# Supplier Compliance Guide

**Tony Montini**  
**Executive Vice President**  
**Merchandising**

**Rite Aid**  
**30 Hunter Lane**  
**Camp Hill, PA 17011**

Dear Supplier Partner:

Rite Aid's goal is to develop a business partnership that will be long and prosperous for both of our companies. The requirements set forth in the Supplier Compliance Guide will allow us both to benefit from increased sales by striving to reduce processing time and increase the "turnover" on your products.

Rite Aid is committed to improving supply chain efficiencies associated with receiving, processing, storing, shipping and invoicing of your merchandise. The Supplier Compliance Guide provides key information on how to conduct business with Rite Aid, specifically:

- Merchandise/Transaction Information and Technology - provides requirements for accurate item information, source tagging guidelines, Purchase Orders, unsaleable merchandise and EDI.
- Shipment and Routing - outlines the requirements for distribution and transportation of merchandise.
- Accounts Payable - provides requirements for accurate Supplier information and invoice processing.
- Key Performance Indicators (KPI's) – details the KPI's that we have selected to monitor the compliance/performance of warehouse Suppliers.
- Expense Offsets - identifies non-compliance areas and penalties.
- Import Information - outlines requirements for our import Suppliers.

Enclosed you will find detailed information for each of these areas, as well as other requirements. Should you have any questions, contact information is provided for each of these areas or you may contact your respective category manager. We also encourage you to visit the Rite Aid website at <http://www.riteaid.com/company/> and select 'Supplier Portal'.

Your cooperation in understanding and honoring the procedures set forth will contribute to a working relationship that will be mutually successful for both of our companies!

Sincerely,

**Tony Montini**

# Supplier Compliance Guide

## I. INTRODUCTIONS

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### HOW TO USE THIS GUIDE

This guide is intended as a general overview of key Supplier performance indicators, merchandise information and technology, distribution, transportation, and accounts payable. Each section will explain Rite Aid's requirements accordingly.

### SPECIAL NOTES

- This guide contains information for Warehouse Suppliers – it does not cover Direct Store Delivery Suppliers or Pharmacy Suppliers.
- An import section is included for our Import Suppliers.
- The Rite Aid Supplier Portal provides additional Supplier information including, but not limited to the following:
  - Leadership (Category Management Team)
  - New & Current Supplier / New Item Submissions
  - Source Tagging Requirements
  - EDI Startup and Specification Information
  - Shipping & Routing Information
  - Forms Library
  - Supplier Compliance Scorecard

Suppliers may access the Supplier Portal at [http://www.riteaid.com/our\\_company/](http://www.riteaid.com/our_company/) and select 'Supplier Portal'.

- Rite Aid reserves the right to alter, amend, or change any of the policies contained within the Supplier Compliance Guide at any time. It is the responsibility of the Supplier to maintain updated record of all Rite Aid policies & procedures. Nothing herein shall be deemed to constitute a limitation or waiver of any obligations or responsibilities that a Supplier may have or of any rights or remedies that Rite Aid may have, under law or in equity, all of which are hereby expressly reserved.
- **Supplier Compliance Requirements were effective March 1, 2002.**

### KEY POINTS OF INFORMATION

- All appointments are driver-assisted live unloads. Please see Section III Distribution Center Inbound Shipping & Routing – Appointment Scheduling pages 38-39 for details and exceptions.
- Shipments consisting of multiple trailers require a separate appointment for each trailer. This is located in Section III Distribution Center Inbound Shipping & Routing – Appointment Scheduling pages 38-39 for details and exceptions.
- All Rite Aid Distribution Centers have individual fast freight guidelines. Please see Section III Distribution Center Inbound Shipping & Routing – Appointment Scheduling pages 38-39 for details and exceptions.

# Supplier Compliance Guide

## II. MERCHANDISE INFORMATION & TECHNOLOGY

The Merchandise Information and Technology section outlines the requirements for accurate item information, Purchase Order processing, Rite Aid's expanding automation effort and the unsaleable merchandise policy.

### ITEM INFORMATION (UPC)

Accurate item information is critical for Rite Aid to service our customers and effectively manage inventory. Rite Aid requires Suppliers to join the Uniform Code Council (UCC) in order for their products to be UPC source marked and in compliance with set standards. The council may be contacted at: (800) 543-8137.

Not only is accurate item information necessary, but notification of changes is even more critical. Some of the frequently identified problem areas include:

- No UPC on merchandise that has a UPC assigned to it.
- UPC is incorrect on merchandise or carton.
- Supplier uses same UPC when product has changed.
- Packaging changes affect proper EAS tag placement
- Supplier has changed the UPC number without notifying Rite Aid.
- Pack size or carton quantity is changed without notification.
- Bar code of poor quality and will not scan.
- Selling unit UPC on carton case.

To prevent such issues, the following information provides the requirements for new item setup, notification of changes, and date code/shelf life.

### NEW ITEM INFORMATION & MERCHANDISE SAMPLES

When setting up new items, Rite Aid requires at least 6 (six) samples of new items for advertising and planogram purposes. These samples are to be provided free of charge to Rite Aid. In addition to the samples, the following information is **required**:

- General information about the product, i.e., item description, product identification numbers, appropriate UPC numbers, selling units per layer and pallet, is the item Checkpoint EAS source-tagged, case pack information, appropriate "optional" displays available (side panels etc.), terms of sale, i.e., opening order pricing/terms/guarantee sale.
- An ongoing review process evaluates whether a given product or line should be shipped on a prepaid or prepaid with freight allowance basis. To help facilitate this process, prices for product should be provided on both a prepaid and prepaid with freight allowance basis. New Suppliers should be prepared to present all initial products with both price formats.
- Key features/benefits of product being presented.
- Marketing/advertising plans, nationally and account specific.
- IRI/Nielsen market data where available and applicable, preferably customized to Rite Aid hierarchy and geography.
- Competitive retail accounts information such as which other retail accounts carry the product and what is the competitive retail pricing for the product/products being submitted? Are the products source-tagged for other retail accounts?
- Specific comparison information to products with which the new item/items might replace and/or compete.
- Contact person, telephone number, to include toll free number if available, fax number, mailing and email addresses.
- Under separate cover submit product samples. These product samples will not be returned to you. Do not send one-of-a-kind prototypes.

# Supplier Compliance Guide

## II. MERCHANDISE INFORMATION & TECHNOLOGY

### NEW ITEM INFORMATION & MERCHANDISE SAMPLES cont.

- All new products and any current products viewed as high-theft are required to be reviewed for potential source-tag opportunities. A Source-Tagging Start Up Form must be completed and sent to Checkpoint Systems with one (1) sample of the product for evaluation. Obtain this form by contacting the Rite Aid Source-Tagging Coordinator at 717-975-5719. Please see the Source-Tagging Program section on page 33 for additional details.
- Rite Aid has been challenged with the growing pressures of compliance caused by an ever increasing number of federal, state, and local laws and regulations. In support of a new compliance initiative Rite Aid has selected a widely used industry program name “WERCSmart” to manage the hazardous product identification data component of our regulatory compliance program. Beginning **December 31, 2012**, in order to “on-board” chemical containing defined products placed in our stores, suppliers will have to go to [www.supplierwercs.com](http://www.supplierwercs.com) and follow the steps required to have your product assessed by WERCS. All chemical containing products will need to be register with WERCS and this will be monitored at the time of new item set up.

### NOTIFICATION OF CHANGES

Business demands will require changes and proper lead-time for communicating these changes will reduce potential service and inventory issues. The chart below lists such changes and the communication requirements Rite Aid expects of its Suppliers:

<u>CHANGE</u>	<u>GUIDELINE</u>
Pricing	Suppliers must provide 60 days notice for permanent price changes
Case pack	Suppliers must provide 60 days notice
Product Change	Suppliers must request UPC changes 10 business days prior to shipment of the product to the first DC
Packaging Change	Suppliers must review with Rite Aid’s Source Tag Coordinator for any effect on EAS tag placement
Substitutions	Suppliers must provide advance notification
Line Discontinuation	Suppliers must provide 120 days notice

### DATED PRODUCT / SHELF LIFE

Rite Aid Distribution Centers will accept delivery and receive into inventory dated product from Suppliers within the guidelines below. Product that does not meet the guidelines will not be received into inventory.

<b>Shelf Life Requirements</b>	
Average Shelf Life	Average or range of shelf life for the product category at time of production by the manufacturer.
Requested Minimum	Minimum months of shelf life requested from Supplier at receipt.

# Supplier Compliance Guide

TYPE	CATEGORY	AVERAGE SHELF LIFE	REQUESTED MINIMUM
<b>B E V E R A G E</b>	Coffee and KCups / TCups (All Varieties/Brands)	1 – 2 years	12
	Tea Bags	1 – 2 years	14
	Energy Drinks	1 – 2 years	12
	Water, ambient	2 years	12
	Water, Sparkling and Flavored	6 – 12 months	6
	Iced Tea Drinks	2 years	9
	Fruit Juice Drinks, 100% Fruit Juice, Simplify Soda	6 -1 2 months	6
	Other Beverage, included Powdered Mixes	9 – 12 months	9
<b>C A N D Y</b>	Checkout Hard Candy & Mints	1 – 2 years	12
	Chocolate (including Raisinettes)	9 – 12 months	9
	Chocolate with Nuts or Peanut Butter	6 – 12 months	6
	Non-chocolate including Chewing Gum	9 – 18 months	9
	Non-chocolate with Nuts, Licorice, and Marshmallow	6 – 9 months	6
<b>F O O D</b>	Baby Food & Formula	9 – 12 months	9
	Bars, Cereal <i>including Pop Tarts</i>	6 – 9 months	6
	Cereal, Condiments, and Cooking/Baking Staples	9 – 18 months	9
	Convenience Foods, Box/Pouch/Plastic; Meals/Sides	9 months – 2 years	9
	Convenience Foods, Canned	1 ½ – 7 years	18
	Convenience Foods, Canned Fruit <i>Only</i>	12 – 18 months	9
	Cookies, Crackers, Ice Cream Cones	6 – 12 months	6
	Peanut Butter	12 months	12
	Snacks, Meat	12 – 18 months	12
	Snacks, Chips / Party Mix / Nuts / Microwave Popcorn	9 – 15 months	9
	Snacks, Trail Mix, Rice Cakes, Popped Popcorn	6 – 9 months	6
	Snacks, Raisins, Prunes, Dried Fruit	2 years	18
	Soup and Spices	1 – 4 years	12
<b>N U T R I T I O N and DIETARY SUPPLEMENTS</b>	Liquids/RTDs, Powders, Energy Shots	1 – 2 years	12
	Bars, Atkins and MetaHealth (Fiber) Bars	9 – 12 months	9
	Bars, Power/Energy/Sports, Diet, Diabetic	12 – 18 months	12
	GNC All GNC Brand Vendors	1 – 3 years	12
	GNC All GNC Brand Vendors RTD & Bars	12 months	9
	Nutritional Supplements & Vitamins	1 – 2 years	18
	Fish Oil Supplements & Gummy Vitamins	12 – 15 months	12
<b>O T C</b>	All OTC and HBC including Smoking Cessation	2 – 3 years	24
<b>P E T</b>	Pet Food, Canned	2 – 3 years	24
	Pet Food, Dry Bagged and Treats	1 – 2 years	12
<b>O T H E R</b>	Batteries	4 – 7 years	3 years
	Ink Cartridges, Film, and One Time Use Cameras	1 ½ – 3 years	18
	Film/Photo Chemicals & Processing Control Strips	1 year	8
<b>T O B A C C O</b>	Cigarettes & Smoking Tobacco	1 – 2 years	9
	Electronic Cigarettes	18 – 24 months	6
	Skoal (fine & long cut) and Skoal Bandits	16 – 24 weeks	12 weeks
	Kodiak	26 weeks	26 weeks
	Loose Leaf Tobacco & Chew	36 weeks	36 weeks
	Moist Snuff (in plastic)	36 weeks	36 weeks
	Moist Snuff (in cardboard) ... Copenhagen	4 weeks	4 weeks
	Moist Snuff (in cardboard) ... Copenhagen	4 weeks	4 weeks
Effective 03/01/2015		Corporate Inventory Control Department	



# Supplier Compliance Guide

## II. MERCHANDISE INFORMATION & TECHNOLOGY

### **PURCHASE ORDER TERMS & CONDITIONS**

#### 1. General

- a. As used herein, the term “Purchaser” shall refer to Rite Aid Hdqtrs. Corp. and its subsidiaries, affiliates and assigns, and the term “Supplier” shall refer to the party to whom Purchaser issues the Purchase Order.
- b. These Terms and Conditions shall govern the Purchase Order issued by Purchaser to Supplier. Supplier must indicate a rejection of the Purchase Order, and the terms, conditions, definitions, and instructions contained herein, by sending Purchaser a fax, e-mail or other written notice within five (5) days following the date of the Purchase Order; otherwise the Purchase Order is deemed accepted by Supplier. By acceptance of the Purchase Order, Supplier agrees to sell and deliver, and Purchaser agrees to purchase and accept from Supplier, the products described in the Purchase Order (the “Products”), in conformance with and subject to all of the terms, conditions, definitions, and instructions contained in the Purchase Order and herein.
- c. Purchaser’s issuance of the Purchase Order is conditioned on Supplier’s agreement that any terms, conditions, definitions, or instructions that add to, vary from, or conflict with those contained herein, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Purchase Order, even if Supplier purports to condition its acceptance of the Purchase Order on Purchaser’s agreement to such additional or different terms, conditions, definitions, or instructions. Purchaser hereby expressly rejects any such additional or different terms, conditions, definitions, or instructions.
- d. These Terms and Conditions may be modified only by a written instrument executed by authorized representatives of both Purchaser and Supplier.

#### 2. Shipment and Delivery.

- a. Time is of the essence in Supplier’s performance of its obligations set forth in the Purchase Order and herein. Supplier will notify Purchaser immediately if Supplier’s performance under the Purchase Order is delayed or is likely to be delayed. Purchaser’s acceptance of Supplier’s notice will not constitute Purchaser’s waiver of any of Supplier’s obligations.
- b. Supplier shall preserve, pack, package, ship and handle the Products in accordance with the Purchaser’s Supplier Supply Chain Guide located at <https://raportal.riteaid.com/RA/RAPORTAL/RAMN0001.aspx>, as the same may be amended from time to time, and in any event so as to protect the Products from loss or damage and in accordance with best commercial practices. Without limiting the foregoing, Supplier shall observe the requirements of any laws and regulations relating to hazardous work, including, without limitation, with respect to its accompanying information, packing, labeling, reporting, carriage and disposal.
- c. Freezable Products are shipped at Supplier’s risk.
- d. If Supplier delivers any Products after the delivery date set forth in the Purchase Order (the “Delivery Date”), Purchaser may reject such Products without any liability to Supplier.
- e. Purchaser will hold any rejected Products at Supplier’s risk and expense, including storage charges, while awaiting Supplier’s return shipping instructions. Supplier will bear all return shipping charges, including without limitation, insurance charges, Purchaser incurs on Supplier’s behalf. Purchaser may, in its sole discretion, destroy or sell at a public or private sale any rejected Products for which Purchaser does not receive return shipping instructions within five (5) business days after the vendor has been notified, and apply the proceeds, if any, at Purchaser’s sole discretion, toward any storage or handling charges, or any other amounts owed to Purchaser by Supplier.
- f. Supplier will include with each delivery of Products a packing list identifying the Purchase Order number, a description and the quantity of each of the Products contained in the delivery, and the date of shipment. Purchaser’s count will be accepted as final and conclusive on all shipments not accompanied by a packing list.

# Supplier Compliance Guide

## **II. MERCHANDISE INFORMATION & TECHNOLOGY**

### **PURCHASE ORDER TERMS & CONDITIONS cont.**

3. Inspection and Acceptance.
  - a. Purchaser may reject any or all Product or delivery that does not conform to the requirements set forth in the Purchase Order within 10 business days following Supplier's delivery of the Product; provided that if Purchaser receives Product the non-conformity of which is not apparent upon initial examination, Purchaser reserves the right to later reject such Product. Purchaser shall not be required to accept any partial delivery of Product.
  - b. In addition to any other remedies available to Purchaser, at Purchaser's option, Purchaser may: (i) return any non-conforming Products to Supplier for a refund or credit; or (ii) require Supplier to replace the non-conforming Product. In either case, Purchaser will hold any rejected Products at Supplier's risk and expense, including storage charges, while awaiting Supplier's return shipping instructions. Supplier will bear all return shipping charges, including without limitation, insurance charges, Purchaser incurs on Supplier's behalf. Purchaser also may charge Supplier all expenses of unpacking, examining and repacking non-conforming Product.
  - c. Purchaser may, in its sole discretion, destroy or sell at a public or private sale any rejected Products for which Purchaser does not receive return shipping instructions within five (5) business days after the vendor has been notified, and apply the proceeds, if any, at Purchaser's sole discretion, toward any storage or handling charges, or any other amounts owed to Purchaser by Supplier.
  - d. In lieu of returning or replacing non-conforming Product, Purchaser may accept the non-conforming Product conditioned on Supplier's providing a refund or credit in an amount Purchaser reasonably determines to represent the diminished value of the non-conforming Product. Purchaser's payment to Supplier for Products prior to Purchaser's timely rejection of such Product as non-conforming will not be deemed as acceptance by Purchaser.
4. Pricing and Payment.
  - a. Unless otherwise specified in the Purchase Order, the price for the Products shall include all taxes and other charges, including shipping and delivery charges, duties, customs, tariffs, imposts and government-imposed surcharges. If no price is mentioned in the Purchase Order, Products will be billed at the same price used in prior shipments made to Purchaser by Supplier or a lower price, if a lower price is offered.
  - b. In the event Supplier issues a price reduction prior to shipment, the reduced price shall apply to the Products identified in the Purchase Order. In addition, if Supplier offers any discount of any nature on the type of Products ordered by Purchaser prior to the last day of the calendar month following shipment of the order, Purchaser shall receive credit on such Products ordered in accordance with such discount. Notwithstanding anything contained herein or in the Purchase Order, Supplier warrants to Purchaser that the prices charged for the Products do not exceed those charged to any other purchaser similarly situated, excluding any governmental authority, under the same circumstances, quantity and quality considered.
  - c. Purchaser shall not be responsible for any transportation charges on back orders if the original Purchase Order is qualified as a prepaid shipment.
  - d. Purchaser reserves the right, at its option, to take an anticipation discount for payment made in advance of the Delivery Date.
  - e. Supplier must provide Purchaser with a properly prepared invoice in a timely manner. Purchaser shall pay Supplier for the Products in accordance with the payment terms set forth in the Purchase Order or Supplier's invoice, whichever is more favorable, but in any event not before: (i) the Delivery Date; (ii) the date of Purchaser's acceptance of all of the Products; or (iii) Purchaser's receipt of a properly prepared invoice. Purchaser will not send payment by overnight courier services. Purchaser may, at any time, set-off any amounts Purchaser or its affiliates owes to Supplier against any amounts Purchaser owes to Supplier or any of its affiliates.
5. Force Majeure. Neither party shall be liable for a delay in performance of its obligations and responsibilities under the Purchase Order or hereunder due to causes beyond its control, and without its fault or negligence, such as, but not limited to, war, embargo, national emergency, insurrection or riot, fire, flood or other natural disaster, provided that said party has taken reasonable measures to notify the other promptly in writing, of delay (but in any event, within 72 hours of the force majeure event). Time is of the essence of this Purchase Order, and should Supplier fail to comply with Purchaser's delivery schedule or otherwise fail to comply with its obligations hereunder, Purchaser may terminate this Purchase Order without any liability to Supplier. Failure of subcontractors or inability to obtain materials shall not be considered as a force majeure delay.

# Supplier Compliance Guide

## **II. MERCHANDISE INFORMATION & TECHNOLOGY**

### **PURCHASE ORDER TERMS & CONDITIONS cont.**

6. Termination. Purchaser shall be entitled to terminate the Purchase Order without any liability to Supplier if Supplier: (a) becomes insolvent; (b) files a voluntary petition in bankruptcy or under any similar law, or makes an assignment for the benefit of its creditors; (c) an involuntary petition in bankruptcy or under any similar insolvency law is filed against Supplier, or a receiver is appointed for, or a levy or attachment is made against, substantially all of Supplier's assets, and such involuntary petition is not dismissed or such receivership or levy or attachment is not discharged within thirty (30) days after the filing or appointment thereof; or (d) Supplier defaults under any other agreement between Purchaser and Supplier.
7. Dispute Resolution. In the event any dispute arises between Purchaser and Supplier, either party may request in writing an opportunity to meet and confer regarding the dispute. If such a request is made, the parties shall meet and confer within 45 days of the date of the written request. This meeting and conference will take place at Purchaser's headquarters located at 30 Hunter Lane, Camp Hill, PA 17011, unless Purchaser, in its sole discretion, chooses a different location. If the parties are unsuccessful at resolving their dispute within 15 business days following the meeting and conference, the parties shall be entitled to pursue any other remedy available to them, whether in law or equity. Representations and Warranties. Supplier hereby represents and warrants to Purchaser as follows:
  - a. (i) It is a corporation, partnership or limited liability company organized and existing under the laws of its jurisdiction of incorporation or formation; (ii) it has the requisite authority to enter into the Purchase Order and to perform its obligations thereunder and hereunder; (iii) the Purchase Order is a legal, valid and binding agreement of Supplier enforceable against Supplier in accordance with its terms; (iv) there is no contractual or, to Supplier's knowledge, other restriction, limitation or condition which might affect adversely its ability to perform hereunder; and (v) it is in material compliance with all applicable laws, rules and regulations applicable to the conduct of its business.
  - b. That all Products, and the manufacturing, billing, advertising, shipping, sale and use thereof, comply with all federal, state and local laws and regulations applicable thereto.
  - c. That the Products do not infringe upon or violate any patent, trademark, copyright or any other intellectual or other property rights of any third party.
  - d. That the Products: (i) are merchantable, of good workmanship, design and material; (ii) conform to the specifications, drawings, samples and other description and requirements furnished to or adopted by Purchaser; (iii) are fit for their intended use and safe for consumer use; and (iv) free of all liens and encumbrances.
8. Covenants.
  - a. Supplier shall, within five (5) days following the earlier of the date on which Supplier becomes aware or receives notice of any incorrect price and/or discount and/or noticeable discrepancies in quantities and sizes of any order, report such matter to Purchaser.
  - b. In case of any threat of action or claim against Purchaser by any person or entity due to the use, sale, offering for sale or shipment of any Products, Purchaser shall, at its election, and in addition to any other rights it may have hereunder or otherwise, be entitled to receive from Supplier full payment in cash of the invoice price paid by Purchaser for such Product plus all expenses incurred upon tendering to Supplier any remaining Products so complained against, unless, within ten (10) days following demand for such payment Supplier shall offer surety or other assurances satisfactory to Purchaser for the performance of its obligations.
  - c. In the event that any Products covered by the Purchase Order are subject to the Federal Food, Drug and Cosmetic Act, Wool Products Labeling Act, Fur Products Labeling Act, Flammable Fabrics Act, Consumer Products Safety Commission CA Prop. 65, and/or other applicable federal or state statutes, Supplier's invoice shall bear the separate guarantees provided under such federal or state statutes, and such invoice shall constitute a continuing guarantee in favor of Purchaser and its customers that the Products comply with such applicable federal or state statutes.

# Supplier Compliance Guide

## **II. MERCHANDISE INFORMATION & TECHNOLOGY**

### **PURCHASE ORDER TERMS & CONDITIONS cont.**

9. Indemnification. Supplier shall defend, indemnify and hold harmless Purchaser and its affiliates, and their respective shareholders, members, officers, directors, managers, agents, employees and representatives (each, an “Indemnified Party”) from and against any and all damages, demands, claims, suits, actions, costs of investigations, assessments, judgments, fines, losses, liabilities, other costs and fees (including reasonable attorneys’ fees) and expenses (collectively, “Damages”) asserted against, resulting to, imposed upon or incurred by an Indemnified Party, directly or indirectly, by reason of, resulting from or arising out of: (a) any breach of any representation or warranty, agreement or covenant contained in the Purchase Order; (b) the Products, including, without limitation, the manufacture, distribution, sale, marketing and use thereof; (c) any investigation or finding by the Consumer Product Safety Commission and/or any other federal, state, local or other governmental authority; and (d) any other act or omission by Supplier or any of its affiliates or their respective shareholders, members, officers, directors, managers, agents, employees and representatives. The indemnification obligations set forth herein shall survive the termination of this Purchase Order.
  
10. Insurance. Supplier shall procure and maintain at Supplier’s sole cost and expense Comprehensive Public Liability Insurance, including products and contractual liability, with limits of liability of not less than \$5.0 million combined single limit per occurrence with an insurance company satisfactory to Purchaser. Said policy of insurance shall name Purchaser as a named insured. Such policy or duly executed certificate of insurance shall be delivered to Purchaser upon request and renewals thereof shall be delivered at least 30 days prior to the expirations of the policy term.
  
11. Additional Terms.
  - a. The Purchase Order and these Terms and Conditions and the rights therein and herein granted and obligations undertaken may not be assigned by any party without the express written consent of the other party; provided that Purchaser may assign the Purchase Order and its rights and responsibilities thereunder to any successor of Purchaser’s business, whether by merger, sale of stock, sale of assets or otherwise. The Purchase Order and these Terms and Conditions shall be binding upon and inure to the benefit of each of the parties’ successors and permitted assigns.
  - b. The Purchase Order and these Terms and Conditions, and the rights and obligations of the parties contained therein and herein, shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law provision or rule, whether of the Commonwealth of Pennsylvania or any other jurisdiction.
  - c. Each of the parties hereby submit to the exclusive jurisdiction of the Court of Common Pleas, Cumberland County, Pennsylvania,, over any dispute arising out of or relating to the Purchase Order or these Terms and Conditions or any of the transactions contemplated thereby or hereby. Each party also hereby acknowledges that all claims in respect of any such dispute or any proceeding related thereto may be heard and determined in any such court. Each of the parties hereto hereby waives, to the fullest extent permitted by applicable law, any objection that such party may now or hereafter have to the laying of venue of any such dispute or proceeding brought in such court or any defense of inconvenient forum for the maintenance of such dispute or proceeding.
  - d. If any provision of the Purchase Order or these Terms and Conditions is later determined to be void, invalid or unenforceable for any reason, such provision shall be deemed amended to delete therefrom the portion thus adjudicated to be void, invalid or unenforceable, such amendment to apply only to the operation of such provision in the particular jurisdiction in which such adjudication is made, and the validity and enforceability of all of the remaining provisions of the Purchase Order or these Terms and Conditions, as applicable, shall not be affected.
  - e. The parties acknowledge and agree that the Purchase Order and these Terms and Conditions, including the scope and term of thereof and hereof, are necessary for the protection of the business and goodwill of the parties and are considered by the parties to be reasonable for such purpose. The Supplier agrees that any breach of the Purchase Order and/or these Terms and Conditions may cause Purchaser substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, Purchaser shall have the right to seek specific performance and other injunctive and equitable relief as well as attorney’s fees and costs.

# Supplier Compliance Guide

## **II. MERCHANDISE INFORMATION & TECHNOLOGY**

### **PURCHASE ORDER TERMS & CONDITIONS cont.**

- f. No right or remedy conferred upon or reserved by any party under the Purchase Order or these Terms and Conditions is intended to be, or shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.
- g. Any notice with reference to the Purchase Order or these Terms and Conditions shall be made by certified mail or overnight mail to the address set forth on the Purchase Order.
- h. Priority Code Indicators designate the type of Purchase Order being sent. The Priority Code Indicator is located in the EDI transaction data REF 01 at the Header Level. Refer to the following link for the Rite Aid EDI 850 mapping specifications: <http://www.riteaidediservices.com/B2B/index.html>. This link also will provide a list of all the Priority Code Indicators. Priority Code Indicators ZZ (regular replenishment orders) and AD (regular replenishment orders containing AD items) should be treated as ship and cancel orders unless you have communicated with your replenishment buyer and have been set up as a back order Supplier. Backorders will only be accepted if you have prior communication with your replenishment buyer and the Purchase Order has been left open. All backorders for priority code ZZ and AD Purchase Orders will be cancelled at 30 days past requested arrival date. Supplier will receive notification of cancellation from the replenishment buyer. No backorders will be accepted once the Purchase Order has been closed. All other Priority Code Indicators should be shipped complete and backorders will be accepted within a reasonable time frame. Please notify your replenishment buyer if you are unable to ship these orders complete and on time.

### **REPLENISHMENT GUIDELINES**

1. All Supplier inquiries pertaining to Supplier Compliance should be directed to the appropriate Compliance Analyst or [Vendormgmt@riteaid.com](mailto:Vendormgmt@riteaid.com).
2. Product ordered on one Purchase Order is not to be received against a different Purchase Order. If the product is kept, a new Purchase Order should be created.
3. Suppliers should notify the Replenishment Buyer at least 48-hrs prior to shipping to request any Purchase Order modifications. Replenishment buyers have full discretion regarding order modifications. When the Supplier is on the Fill n Kill Program, requests for modifications will not be accepted.
4. All guidelines outlined in the Supplier Compliance Guide should be including, but not limited to, proper notice of case pack quantity and cost changes, product substitutions, item discontinuations product dating guidelines and delivery to ancillary facilities.
5. Free Goods Purchase Orders are to be compliant with all metrics in the Supplier Management Program.
6. Rite Aid may, at the Replenishment Buyer's discretion, leave an item/order open to receive as a courtesy but authorization to accept a back order does not waive the compliance implications for the Supplier.
7. The Supplier is responsible for maintaining accurate lead times by DC/CSC location. If the Supplier is unsure of the current lead times or wishes to revise the lead times, they should contact their Replenishment Buyer.

## **II. TRANSACTION INFORMATION & TECHNOLOGY**

### **ELECTRONIC DATA INTERCHANGE (EDI) / BUSINESS-TO BUSINESS**

As a Rite Aid Supplier you are expected to support our supply chain strategy and be in compliance with our Supplier Compliance Guide and support the request to be enabled through EDI or other Rite Aid approved method/solution to exchange the required transactions electronically.

### **INDUSTRY GUIDELINES**

All Rite Aid file formats and protocols for exchanging transactions are within accepted and established standards and guidelines. EDI requirements are within the ANSI X.12 maintained by the Accredited Standards Committee (ASC X.12) of the American Standards Institute (ANSI). Also, industry standards are followed with regard to XML based transactions and AS2 protocol.

# Supplier Compliance Guide

## II. TRANSACTION INFORMATION & TECHNOLOGY

### CURRENT TRANSACTIONS SUPPORTED (Supply Chain Related)

- Rite Aid can **receive** the following Supply Chain related EDI transactions:
  - 214 Transportation Carrier Shipment Status Message (\*In order to improve upon the accuracy of the 214 Transportation Carrier Shipment Status Messages, Rite Aid requests that Supplier's provide Rite Aid's preferred LTL carriers the 204 Motor Carrier Load Tender)
    - 810 Invoice
    - 832 Price/Sales Catalog
    - 846 Inventory Status (Drop Ship ecommerce)
    - 855 Purchase Order Acknowledgement (only as required by Rite Aid)
    - 856 Advanced Ship Notice (ASN) / Manifest
    - 997 Functional Acknowledgment
- Rite Aid can **send** the following Supply Chain related EDI transactions:
  - 820 Payment/Remittance
  - 830 Planning Schedule (DC) - Forecast
  - 850 Purchase Order
  - 875 Grocery Purchase Order
  - 852 Product Activity/ DC Inventory
  - 852 Product Activity/POS (available only if approved by Category Management of Rite Aid)
  - 860 Purchase Order Change (only as required by Rite Aid)
  - 997 Functional Acknowledgment

**EDI/B2B - Trade Services Website:** Accessible through Supplier Portal or direct link to:

<http://www.riteaidediservices.com>. Please refer to the website for all EDI policies and guidelines as well as enablement solution offerings.

### EDI Supplier Compliance and Performance Metrics

Please refer to the Supplier Management Program section of this guide.

### EDI / Business-to-Business

#### Department Contact Information

- |   |  |
|---|--|
| <ul style="list-style-type: none"><li>• Mailing Address:<br/>Rite Aid<br/>EDI / B2B Department<br/>P.O. Box 3165<br/>Harrisburg, PA 17105</li></ul> | <ul style="list-style-type: none"><li>• Physical Address:<br/>Rite Aid<br/>EDI / B2B Department<br/>30 Hunter Lane<br/>Camp Hill, PA 17011</li></ul> |
|---|--|

### General Information / Support

- General EDI Help Line: (717) 731-3815
- Time Zone: Eastern Standard Time
- General EDI Email: [edi@riteaid.com](mailto:edi@riteaid.com)
- EDI/B2B Website: Available through Supplier Portal or direct link: <http://www.riteaidediservices.com>
- Supplier Portal: [www.riteaid.com](http://www.riteaid.com) and go to the bottom of the Home Page, select 'Corporate Info' and 'Supplier Portal.'



With us, it's personal.

# Supplier Compliance Guide

## Rite Aid EDI /B2B Trade Services

The purpose is to acquaint you with the Rite Aid EDI/Business-to-Business Program and the compliance requirements as it pertains to those trading partners who supply our Distribution Centers and Stores as well as, third party fulfillment drop ship trading partners that support our Rite Aid Online Store.

Rite Aid requires all domestic and international suppliers to support the electronic exchange of transactions in accordance with accepted standards and specifications as well as compliance with the *Rite Aid Supplier Compliance Guide*.

Rite Aid EDI/B2B policies are covered in the *Supplier Compliance Guide* and the *Supply Policy Agreement for Generic Pharmaceutical Suppliers* which specify that all suppliers accepting distribution center (DC) purchase orders are required at minimum to support the electronic exchange of purchase orders, advance ship notices and invoice transactions in accordance with policy and procedures. Other transactions are supported and exchanged in certain instances as Rite Aid deems appropriate.

Direct-store-delivery suppliers are required to support invoicing and in certain instances purchase orders at a minimum. Again, other transactions are available and exchanged in certain instances as Rite Aid deems appropriate.

Rite Aid Online Store third party fulfillment drop ship suppliers are required to support a number of transactions as specified under Transaction Guidelines and in accordance with the *Rite Aid Online Store Master Agreement*.

Electronic Data Interchange (EDI) provides the primary standard of ANSI X12 and in some cases XML by which Rite Aid conducts Business-to-Business electronic commerce.

In addition to “traditional EDI,” Rite Aid supports other third-party solutions. Just go to Quick Link under Enablement Programs for list of solution providers. Each trading partner must evaluate the costs and benefits of the appropriate solution that best satisfies their needs. Rite Aid does not assume any costs for supplier enablement solutions. Below is a brief summary of those solutions for trading partners to consider:

- Web-based HTML forms that require only Internet access to utilize and exchange transactions. This is a simple point-and-click technology. Some of these offer back-office accounting package interfaces, the ability to upload larger files to forms, and alerting services around the transactions.
- Excel-based solution enabling file exchanges.
- XML, CSV, iDoc, etc
- Desktop software to enable the exchange of EDI transactions.
- Outsourced/Service Bureau which can take any file format the trading partner desires or requires and interface with Rite Aid requirements. Supports any-to-any format exchange.
- OCR /Fax-to-EDI services allow paper-based documents to be converted to an electronic transaction.
- Email-commerce is a trading partner push solution that enables the exchange of transactions through secured email where file formats such as flat file, XML and others are supported.
- Protocols of AS2 and SFTP

In addition, the *EDI/B2B Trade Service* web site has information on consulting support and other services through a commercial provider directory. Rite Aid requires all suppliers to support the exchange of required transactions electronically and within standards acceptable and as supported by Rite Aid.

# Supplier Compliance Guide

## Rite Aid EDI /B2B Trade Services cont

Rite Aid processes millions of EDI transactions annually and has relationships with thousands of trading partners that utilize various software systems, platforms and have various internal constraints. Because of these volumes and the numerous relationships that are supported, Rite Aid cannot support proprietary files or any customization. It will be the responsibility of the trading partner to accommodate and support Rite Aid requirements and standards.

If there are any questions please reference the information below.

❖ Rite Aid EDI/B2B Department contact information:

- Helpline: 717-731-3815
- Fax number: 717-975-8623
- Email: [Edi@riteaid.com](mailto:Edi@riteaid.com)
- Mailing address: Rite Aid, 30 Hunter Lane, Camp Hill, PA 17011

### **EDI DOCUMENT OF UNDERSTANDING (Expected from all Trading Partners)**

**Rite Aid**  
**EDI Trading Partner**  
**Memorandum of Understanding**

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

Company / Vendor Name: \_\_\_\_\_ Vendor No. \_\_\_\_\_

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

State, Zip: \_\_\_\_\_

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

Dear Trading Partner:

On this date \_\_\_\_\_ Rite Aid (Rite Aid Hdqtrs. Corp.) requests your acceptance to exchange transactions electronically in accordance with Rite Aid's Electronic Data Interchange (EDI) policies and guidelines. Rite Aid will exchange transactions direct or through GXS Trading Grid Message Network with

\_\_\_\_\_ (Trading Partner) with offices located at

\_\_\_\_\_ and Rite Aid with offices located at 30 Hunter Lane, Camp Hill, PA 17011.

**(A) Transactions.** This Document applies to all current and future transactions, under ANSI ASC X12 004010 and 005010 standards and future version upgrades as well as, XML or flat file based transactions. All Network Identifiers and Qualifiers for Rite Aid and Trading Partner are expected to be exchanged in the *EDI Trading Partner Profile* document.

**(B) Compliance with Rite Aid Supplier Compliance Guide, Supply Policy Agreement for Generic Pharmaceutical Supplier is expected; as well as EDI transaction specifications as specified on the Rite Aid EDI/B2B Trade Services web site <http://www.riteaidediservices.com/>. All transactions will be exchanged in accordance with published industry standards and guidelines for EDI as well as, general accepted industry practices.**

**(C) Testing.** Rite Aid and Trading Partner will review the EDI transaction(s) during the testing period. For inbound transactions, Rite Aid's EDI Department should receive sufficient test data from Trading Partner to ensure compliance with Rite Aid's requirements. Further, Rite Aid will confirm that the EDI transaction will replace paper document currently provided by Trading Partner. For outbound transactions, Trading Partner will receive sufficient data from Rite Aid to ensure compliance with business requirements. Upon acceptance to production phase Trading Partner and Rite Aid agrees to exchange the EDI transaction(s) in place of paper documents.



# Supplier Compliance Guide

## Rite Aid

### EDI Trading Partner

#### Memorandum of Understanding cont.

**(D) Standards/Version Upgrades.** For transactions that Rite Aid exchanges, Rite Aid will notify Trading Partner appropriately of any version upgrades prior to any change. Rite Aid expects the same notification from Trading Partner for documents that Rite Aid receives.

**(E) System Operations.** Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to exchange transactions in a secure and reliable manner in accordance with accepted industry standards.

**(F) Verification.** Upon proper receipt of any Transaction, the receiving party shall promptly transmit a functional acknowledgement in return. A functional acknowledgement shall constitute conclusive evidence a document has been properly received and whether any errors identified. For transactions which Rite Aid transmits to Trading Partner, Rite Aid expects to receive a functional acknowledgement (ANSI X12 997) within **twenty-four hours** of Rite Aid's transmission. For transactions that Rite Aid receives from Trading Partner, Rite Aid will transmit a functional acknowledgement to Trading Partner within twenty-four hours of receipt. Both the sender and receiver are expected to review 997s on a timely basis and react appropriately to any error conditions noted therein.

**(G) Acknowledgement Monitoring.** Rite Aid will monitor the performance of Trading Partner to ensure compliance with the above. Should any issues arise, Rite Aid expects prompt resolution from Trading Partner. Rite Aid expects the Trading Partner to monitor appropriately as well. (Refer to Appendix-A)

**(H) Garbled/Partial Transmissions.** If any transaction or file is received in an unintelligible, garbled or incomplete form, the receiving party shall promptly notify the originating party in order to rectify.

**(I) Carbon Copy.** For transactions from Rite Aid, the Trading Partner may authorize their Value-Added-Network to provide duplicate or 'carbon-copy' of transaction to other interested parties as deemed appropriate. Rite Aid will not authorize or support these requests directly.

**(J) Transmission Times.** Rite Aid will initiate EDI communications on an hourly basis with GXS Network. It is expected that Trading Partner will initiate EDI communications in a timely manner to as well for the timely exchange of transactions. If either party experiences an interruption or outage for any extended period it is expected that will be promptly communicated to the other party.

**(K) Rite Aid EDI Program Guidelines.** Trading Partner acknowledges receipt of Rite Aid EDI/B2B Implementation Guidelines and compliance expectations as contained in the Rite Aid EDI web site and compliance Guides previously mentioned..

**(L) Security Procedures.** Each party shall properly use those security procedures, which are reasonably sufficient to ensure that all exchanges and transmissions of transactions are authorized and protected from improper access and adhere to industry best practices security standards.

**(M) Changes to Data.** Rite Aid will not correct or alter any data in transactions received from Trading Partner. Rite Aid will notify Trading Partner of any data errors and will expect Trading Partner to correct and re-transmit data in a timely manner.

**(N) Duplicate Data.** Rite Aid will use unique interchange; group and transaction control numbers on outbound transmissions to Trading Partner and expects Trading Partner to provide unique numbers on transmissions to Rite Aid. Unique numbers are necessary to ensure detection of duplicate data.

Rite Aid will monitor Trading Partner data for duplicates and will notify Trading Partner immediately upon detection. Rite Aid expects Trading Partner to detect duplicate transmissions from Rite Aid and to notify immediately as well as, those that were not acknowledged with a Functional Acknowledgement (997).

**(O) Public Interconnects.** If your company uses an EDI Messaging Network other than GXS then Rite Aid will establish a "public network interconnect" between our Network and yours. Rite Aid expects your company to ensure that your Network uses appropriate controls and monitoring measures in order to achieve timely exchange of inbound and outbound transactions. Rite Aid agrees to do the same. Each side will be expected to resolve any problems or issues related to interconnect in a prompt manner.

**(P) Other Important Documents.** Please refer to the Rite Aid Supplier Compliance Guide and The Supply Policy Agreement for Generic Pharmaceutical Vendors. All EDI transactions are exchanged under terms and conditions of the Guide. To obtain a copy of the Guides, contact the Category Management Department or Pharmacy Purchasing Department.

# Supplier Compliance Guide

Rite Aid

EDI Trading Partner

Memorandum of Understanding cont.

**(Q) Purchase Order Terms and Conditions.** The Rite Aid EDI Purchase Order Terms and Conditions are contained in the Rite Aid Supplier Compliance Guide and The Supply Policy Agreement for Generic Pharmaceutical vendors. These terms and conditions shall be deemed part of and incorporated in each Rite Aid EDI Purchase Order. Also, with in the EDI Purchase Order a message segment is included referencing these guidelines.

**(R) EDI Data Recovery/Restoration:** The Networks our Trading Partner's use make available various reports and information to verify transmission status on EDI transactions and these are expected to be utilized for any issues. Contact your Network first if it is determined you need a retransmission of Rite Aid transactions. It is important that you are alert to the possibility of duplicate data or control numbers when retransmissions are requested and need to be addressed by your company.

**(S) Data Sharing: EDI Transactions 830 and 852:** If you receive from Rite Aid either or both of data sharing transactions of 830 DC Forecast or 852 DC Inventory – and utilize a third party it is expected that all data will be handled in a confidential manner and used by the Trading Partner for only the purpose intended as authorized by Rite Aid Replenishment/Supply Chain Department.

**(T) Errors and omissions.** Each party shall be responsible for correcting and resolving any errors or omissions that may occur in the exchange of any EDI transactions. Under certain conditions, Rite Aid may suspend or reject a transaction that is not in compliance with EDI specifications that cause operational impact on its processing systems. In those instances the Trading Partner will be advised to correct and resubmit the offending transaction.

Name/Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Please confirm acceptance and understanding of this letter and the referenced attachments by signing above.

Return a copy of this document to the Rite Aid EDI/B2B Department and keep a copy for your records.

Sincerely,  
Rite Aid  
EDI/B2B Department

**\*\*\*Please return along with Trading Partner Form to the EDI/B2B Department \*\*\***

**Fax: 717-975-8623**

**Email: [edi@riteaid.com](mailto:edi@riteaid.com)**

# Supplier Compliance Guide

## RITE AID

### EDI/B2B TRADING PARTNER PROFILE

(To be completed by new suppliers to become EDI enabled)

#### COMPANY INFORMATION:

Rite Aid Assigned 5-Digit Supplier #: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Corporate Website: \_\_\_\_\_

#### EDI / B2B CONTACT:

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

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

Phone: \_\_\_\_\_ Ext: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell Number: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Ext: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell Number: \_\_\_\_\_

#### BUSINESS CONTACT:

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

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

Phone: \_\_\_\_\_ Ext: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell Number: \_\_\_\_\_

#### METHOD FOR EXCHANGING TRANSACTIONS ELECTRONICALLY:

EDI  Third Party Solution Provider

Please provide name of solution provider \_\_\_\_\_

#### EDI - INFORMATION REQUIRED FOR TESTING:

ISA Qualifier: \_\_\_\_\_

ISA Sender/Receiver ID: \_\_\_\_\_

GS Sender/Receiver ID: \_\_\_\_\_

Value Added Network(s): \_\_\_\_\_

Inbound Transmission Times: \_\_\_\_\_

Outbound Transmission Times: \_\_\_\_\_

Versions Supported: \_\_\_\_\_

# Supplier Compliance Guide

## II. TRANSACTION INFORMATION & TECHNOLOGY

TO BEGIN EDI TESTING PLEASE CONTACT:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

If you require commercially available enablement solutions to exchange transactions, please reference our EDI/B2B Services web site at <http://www.riteaidediservices.com> for additional information. Go to the quick link entitled Enablement Solutions to review and consider. Or contact the EDI department by email or phone to discuss.

EDI Email: [edi@riteaid.com](mailto:edi@riteaid.com). EDI Helpdesk: 717-731-3815

### RITE AID

#### EDI/B2B TRADING PARTNER PROFILE cont.

In accordance with Rite Aid Supplier Compliance Guide we will support the exchange electronically of the required transaction of Purchase Order, Invoice and Advance Ship Notice at minimum for merchandise delivered to Rite Aid Distribution Centers.

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

Representative Name: \_\_\_\_\_

Phone No: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_

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

#### Supplier Comments

**Please return this Trading Partner Profile To**  
FAX (717) 975-8623 OR EMAIL TO [EDI@RITEAID.COM](mailto:EDI@RITEAID.COM)

# Supplier Compliance Guide

## II. TRANSACTION INFORMATION & TECHNOLOGY

### EDI/B2B Trading Partner Enablement Solutions



In order to facilitate exchanging transactions electronically with Rite Aid, we have developed relationships with a number of the leading enablement solution providers. Please contact the Provider directly to learn more about the solutions. These companies provide a variety of commercial solutions and services to meet the needs of our trading partners to enable trading electronically with Rite Aid.

These solutions support traditional EDI as well as any-to-any file transfers, CSV or Excel files, PDF Images, XML, Accounting Package Integration, web-based services, service centers, desktop software solutions, fax-to-EDI and paper / fax OCR conversion, to name some examples. You may also refer to the *EDI Vendor Directory* from EC-EDI Vantage Point for additional commercial listings.

*Permission to link has been granted to the sites below. The links are provided for convenience only and there are no promises made as to the quality of the site information, services or products. The list is alphabetical and not in any order of preference. All solution providers are capable of supporting Rite Aid's Edi requirements and meeting your company's individual needs.*

### WEB BASED/EDI SERVICES /SOFTWARE SOLUTIONS/FAX EDI/FILE TRANSFER AND SAAS PROVIDERS

<u>COMPANY NAME</u>	<u>PHONE NUMBER</u>	<u>WEBSITE</u>
1 EDI Source	(877) 334-1334	<a href="http://www.1edisource.com">www.1edisource.com</a>
123EDI	(866) 225-5334	<a href="http://www.123edi.com">www.123edi.com</a>
Accellos	(614) 261-0058	<a href="http://www.accellos.com/about-us/company/">http://www.accellos.com/about-us/company/</a>
ACT Data	(800) 228-3282	<a href="http://www.actdata.com">www.actdata.com</a>
ADX/Liason Technologies	(888) 526-1212	<a href="http://www.adx.com">www.adx.com</a>
Amosoft	(310) 862-4259	<a href="http://www.amosoft.com">www.amosoft.com</a>
Auro EDI Alliance	(800) 404-9182 EXT: 20	<a href="http://www.auroraedialliance.com">www.auroraedialliance.com</a>
B2B Gateway/Shannon Systems	(508) 894-2150	<a href="http://www.b2bgateway.net">www.b2bgateway.net</a>
Beacon EDI	(800) 334-6127	<a href="https://beaconedi.com/">https://beaconedi.com/</a>
CovalentWorks	(800) 496-3380	<a href="http://www.covalentworks.com">www.covalentworks.com</a>
Data Trans Solutions, Inc	800-469-0877 (Toll Free) (281) 292-8686 (P) (281) 419-8952 (F)	<a href="http://datatrans-inc.com">http://datatrans-inc.com</a>
Dicentral	(281) 480-1121	<a href="http://www.dicentral.com">www.dicentral.com</a>
Digital Movers	(888)-896-7703	<a href="http://www.dmovers.com">www.dmovers.com</a>
Easy Access	(888) 877-3834	
Easylink	(800) 828-3932	<a href="http://www.icc.net/riteaid">www.icc.net/riteaid</a>
EDI Associates	(503) 608-4334	<a href="http://www.ediassociates.com">www.ediassociates.com</a>
EDI Service Bureau	(858) 486-7419	<a href="http://www.ediservice.net">www.ediservice.net</a>
Edict Systems/Grocery EC	(800) 443-3428	<a href="http://www.groceryec.com">www.groceryec.com</a> <a href="http://www.edictsystems.com/">www.edictsystems.com/</a>
Edisoft	(416) 299-0030	<a href="http://www.edisoft.com">www.edisoft.com</a>
Effective Data	(847) 969-9300	<a href="http://www.effective-data.com">http://www.effective-data.com</a>
eZCom Software, Inc.	(877) 765-3564 Opt. 1	<a href="http://www.myweborders.com/riteaid/">http://www.myweborders.com/riteaid/</a>
Fintech (Alcohol only)	(800) 572-0854	<a href="http://www.fintech.net">www.fintech.net</a>
GXS	(800) 334-2255	<a href="http://www.gxs.com">www.gxs.com</a>
InfoAccess	(216) 525-0260	<a href="http://www.infoaccess.net">www.infoaccess.net</a>
Message Express	(416) 299-0030	<a href="http://www.msgxp.com">www.msgxp.com</a>

## Supplier Compliance Guide

<b>Pervasive Business Xchange (BX)</b>	<b>(800) 701-8053</b>	<a href="http://www.webdi.com/login.aspx">www.webdi.com/login.aspx</a>
<b>REMEDI</b>	<b>(614) 436-4040</b>	<a href="http://www.remedi.com">www.remedi.com</a>
<b>Sorvive Technologies</b>	<b>(770) 614-3122</b>	<a href="http://www.sorvive.com">www.sorvive.com</a>
<b>Spring Systems Inc.</b>	<b>(888) 275-2160 Ext : 543</b>	<a href="http://www.springsystems.com">www.springsystems.com</a>
<b>SPS Commerce / Direct EDI</b>	<b>(888) 739-3232 (858) 751-2626</b>	<a href="http://www.spscommerce.com">www.spscommerce.com</a> <a href="http://www.directedi.com">www.directedi.com</a>
<b>Sterling Commerce</b>	<b>(800) 299-4031</b>	<a href="http://www.sterlingcommerce.com">www.sterlingcommerce.com</a>
<b>TIE Commerce</b>	<b>(800) 624-6354</b>	<a href="http://www.tiecommerce.com">www.tiecommerce.com</a>
<b>True Commerce</b>	<b>(888) 818-9160</b>	<a href="http://www.truecommerce.com">www.truecommerce.com</a>

# Supplier Compliance Guide

## II. TRANSACTION INFORMATION & TECHNOLOGY

### Direct-Store-Delivery (DSD) Replenishment Programs

DSD Suppliers proposing to replenish stores under the following programs – please complete and return form.

(Please indicate replenishment model proposed):

- \_\_ Vendor Managed Inventory (VMI)
- \_\_ Scan-Based Trading (SBT)
- \_\_ POS Data-sharing /Co-Managed

Please respond to the following questions:

1. How many years of experience do you have replenishing Retailers under the above designated program?  
\_\_\_\_\_

2. What system/software will be utilized to manage replenishment (describe)?  
\_\_\_\_\_

3. Will this be supported with in-house staff or with outside third party services and resources?  
\_\_\_\_\_

4. Does your solution require any proprietary file interfaces from Retailer or is EDI supported?  
\_\_\_\_\_

5. Please indicate the business and technical contacts supporting system.

Business: Name \_\_\_\_\_ Phone: \_\_\_\_\_

Technical: Name: \_\_\_\_\_ Phone: \_\_\_\_\_

6. What is the normal lead-time in weeks to set up and configure all systems and support for such a program?  
\_\_\_\_\_

7. Is there a backup and contingency plan in the event your replenishment system encounters some outage or downtime?  
\_\_\_\_\_

8. Is a SSAE 16 report available for review?  
\_\_\_\_\_

Please forward all details and information regarding normal project plan, overview of your DSD replenishment program, supported retail clients, reporting and analysis tools on program performance, along with this form to Rite Aid EDI/B2B Department at [edi@riteaid.com](mailto:edi@riteaid.com) for review and evaluation. Information will be reviewed with the Category Management Department. Any questions call the EDI Help Desk at 717-731-3815. Thank you.

Rite Aid  
EDI/B2B Department  
30 Hunter Lane  
Camp Hill, PA 17011  
Fax: 717-975-8623  
Email: [edi@riteaid.com](mailto:edi@riteaid.com)

# Supplier Compliance Guide

## II. TRANSACTION INFORMATION & TECHNOLOGY

### **EDI SUPPLIER COMPLIANCE GUIDE AND PERFORMANCE METRIC/OFFSET SCORECARD RESEARCH REQUESTS**

Please keep this information for future reference when Supplier Scorecard issues are requested to be researched by the Rite Aid EDI/B2B Department. Supplier Scorecard issues that require research would include late or missing functional acknowledgement (997) of Purchase Orders, late or missing ASN (856), and invoice (810) or purchase order (850) non-compliance.

Supplier Scorecard research requests should be emailed to the appropriate Compliance Analyst or to [Vendormgmt@riteaid.com](mailto:Vendormgmt@riteaid.com). General EDI questions can be sent to [edi@riteaid.com](mailto:edi@riteaid.com) or call the EDI Help Desk (717) 731-3815.

You are strongly encouraged to submit your research request in a timely manner. Researching stale dated transactions (beyond 30 days) will take more time to research. Due to the nature of the data being researched, your request may take more than 48 hours to complete.

In order to expedite research requests of Supplier Scorecard issues, the EDI/B2B Department requires that the requestor's contact information (name, phone number and email address, company name and Rite Aid Supplier number) be provided, along with the details of the request (Purchase Order number, invoice number, ASN number). Other helpful information would be your company ISA sender / receiver ID, ISA control number and the send date and time of the specific transaction.

Thank you for your assistance, and please visit our EDI website home page under F.A.Q./Support/Contacts and Frequently Asked Questions on EDI Supplier Scorecard items.

Rite Aid EDI/B2B Department  
Help Desk: (717) 731-3815  
Email: [edi@riteaid.com](mailto:edi@riteaid.com)  
EDI Website: [www.RiteAidEDIServices.com](http://www.RiteAidEDIServices.com)



# Supplier Compliance Guide

**EDI/B2B Quick Reference Guide (Available on Supplier Portal under EDI/B2B Services section)**

Rite Aid is currently exchanging the following supply chain related transactions electronically. Please visit the EDI/Trade Services section of the Rite Aid Supplier Portal for more information.

## Business Transactions (EDI/Web-based)

- Purchase Order
- Purchase Order Change
- Purchase Order Acknowledgement
- Invoice
- Advance Ship Notice
- DC Product Activity Data
- DC Replenishment Forecast
- Payment order/Remittance Advice
- Application Control Total
- Transportation/Carrier and Shipment Status
- Price/Sales Catalog
- Air Freight Details and Invoice
- Functional Acknowledgement

## Supplier Compliance Program

The Scorecard is a cross-functional mechanism that evaluates various performance metrics including EDI. Registered suppliers can refer to the Rite Aid *Supplier Compliance Guide* for compliance requirements and important information on conducting business with Rite Aid.

## How to Do Business with Rite Aid Training Series (Current Suppliers)

Visit this section within the Supplier Portal to get acquainted with a series of educational courses designed to support Rite Aid's supply chain. This series of courses will help you to understand how to do business with us.

## Support/Contact Information

- **EDI/B2B Department Help Line**  
(717) 731-3815
- **EDI/B2B Email**  
edi@riteaid.com
- **EDI/B2B Fax**  
(717) 975-8623
- **EDI/B2B Fax-On-Demand Service**  
(888) 796-3686
- **EDI/B2B Website**  
Go to EDI/B2B Trade Services
- **How to Do Business with Rite Aid Training Series**  
Select 'Current Suppliers' in Supplier Portal
- **Supplier Compliance Department**  
vendormgmt@riteaid.com  
**Supplier Portal Password Issues**  
See 'New Supplier Portal Password System' document (Registered Suppliers)
- **Corporate Transportation Department**  
(717) 761-2633 (Ext. 6554, 6555, 8247, 8507, 8693)
- **Other Portal Support Contacts**  
Select 'My Home' (left side of Portal-registered suppliers)



**Mailing Address:**  
Rite Aid Corporation  
PO Box 3165  
Harrisburg, PA 17105

**Physical Address:**  
Rite Aid Corporation  
30 Hunter Lane  
Camp Hill, PA 17011



With us, it's personal.

## Business-to-Business/ EDI Program

### RITE AID SUPPLIER PORTAL



### QUICK REFERENCE GUIDE

# Supplier Compliance Guide

**The Rite Aid Supplier Portal** provides a single point of entry for our valued trading partners to access various informational content as well as applications around Rite Aid supply chain. The Supplier Portal collectively delivers information using a variety of internal and external resources.

**Visit the Rite Aid Supplier Portal**  
<http://www.riteaid.com>  
Select the “Our Company” tab  
Then “Supplier Portal”

To assist in navigating within the Supplier Portal, the area in the center of the page (headings titled by blue bars) is available for general access.

- Welcome
- Latest Rite Aid News
- How to Become a Rite Aid Supplier
- Current Suppliers
- Category Management
- Supplier Newsletter
- Supply Chain Logistics and Transportation
- Supply Chain Replenishment and Collaboration
- Supplier Compliance
- EDI/B2B Services
- Source Tagging
- Calendar of Events
- Community Outreach
- Rite Aid Financials

Certain areas within the portal are applications *not* open to general access and require an ID and password issued by Rite Aid to registered suppliers.

- ‘My Applications’: applications under this heading are Rite Aid internal applications.

- ‘My Home’: Under this heading is Portal support contacts and Rite Aid security Policy
- My Applications: EDI/B2B, Supplier Management, RITEInsight, Replenishment Collaboration, Sourcing Online Auctions, etc.

Various informational documents are also available from our Fax-On-Demand service 888-796-3686.

## Trade Electronically with Rite Aid

Rite Aid requires all domestic and international suppliers support the electronic exchange of transactions in accordance with standards and specifications as noted in the *Rite Aid Supplier Compliance Guide*.

Rite Aid policies are covered in the *Supplier Compliance Guide and The Supply Policy Agreement for Generic Pharmaceutical Vendors*. The policies specify that all vendors accepting distribution center (DC) purchase orders are required, at minimum, to support the electronic exchange of purchase orders, advance ship notices and invoice transactions in accordance with EDI policy and procedure. Other transactions are available and exchanged in certain instances as Rite Aid deems appropriate.

Direct-store-delivery vendors are required to support EDI invoicing and in certain instances purchase orders at a minimum.

In addition to ‘traditional EDI’, Rite Aid offers and supports many commercially available solutions for enablement to support our trading partners in the electronic exchange. Each trading partner must evaluate the costs and benefits of the solution that best satisfies their business need.



How to Get Started – Trade Electronically:

- Obtain Rite Aid's EDI/B2B profile, transaction specifications and Trading Partner Profile from the Supplier Portal or through the Fax-On-Demand Service.
- Complete the Trading Partner Profile and return it to Rite Aid's EDI/B2B Department.
- Contact the Rite Aid EDI/B2B Department to set up a test schedule for the required EDI transactions.
- All trading partners are expected to be in compliance as noted within the *Supplier Compliance Guide*.

The EDI/B2B Department should be contacted for enablement assistance, clarification of transactions, documents, mapping requirements, compliance errors and missing or duplicate transmission.

# Supplier Compliance Guide

## II. MERCHANDISE INFORMATION & TECHNOLOGY

### SOURCE TAGGING

#### Program Overview

Rite Aid has installed electronic article surveillance (EAS) devices in all stores. We have selected radio frequency (RF) with Checkpoint Systems to implement this strategy. All products viewed by Rite Aid as 'high theft' should be EAS source-tagged by the Supplier.

#### Program Benefits

- Protected product flows directly to sales floor
- Preferred tag is placed externally to provide visible deterrent
- Product is tagged in consistent location
- Internal tag application provides a 'halo' effect protection of all merchandise
- EAS deactivation occurs with bar code price scan
- Reduced out-of-stock = Increased sales

#### Source Tagging Guidelines

- All products viewed as high-theft must be source-tagged
- All products deemed by Rite as high theft items must be source tagged at 100%
- All new products and all high-theft products going through a package change must be examined for source-tag potential
- Externally placed EAS tags should be clear-tamper proof EAS tag
- Preferred tags used for Rite Aid are Checkpoint manufactured tags
  - For a list of your products in our high shrink categories that must be source tagged, contact Rite Aid's Product Protection Specialist at (717) 975-5719

#### Tagging Procedures

- Step 1:** Contact Rite Aid's Product Protection Specialist or your Rite Aid Category Manager to discuss new product launches. They will also identify current items we consider as high-shrink and must be source tagged.
- Step 2:** Contact Checkpoint, our EAS Supplier. They will provide all necessary information and support to begin an effective source-tagging program with Rite Aid. Call (800) 257-5540 ext. 2322 to receive a Supplier's Guide. A Checkpoint Systems representative will answer any questions and assist your company with this program.
- Step 3:** After contact, Checkpoint may need samples of products for evaluation. Checkpoint engineers will analyze each item and provide a written evaluation regarding their recommendations for each product submitted.
- Step 4:** Lastly, contact Rite Aid's Product Protection Specialist to discuss the implementation schedule and any outstanding issues regarding source tagging. Together, we will select program start dates for your merchandise, beginning a stronger, more rewarding partnership.

### CONTACT INFORMATION

Rite Aid  
Product Protection Specialist  
30-A Hunter Lane  
Camp Hill, PA 17011  
Tel: (717) 975-5719  
Fax: (717) 975-5925

Checkpoint Systems Inc.  
Source Tagging Evaluation Center  
101 Wolf Drive  
Thorofare, NJ 08086  
Tel: (800) 257-5540 ext. 2322  
Fax: (856) 848-0937

# Supplier Compliance Guide

## II. MERCHANDISE INFORMATION & TECHNOLOGY

### UNSALEABLE MERCHANDISE POLICY (FRONT END PRODUCT ONLY)

A third-party processor currently handles Rite Aid's unsaleable merchandise. During this process, your selected method of disposition (see Disposition Options) will be applied to all returned items.

The product reclamation center process is recognized to be the shared responsibility of manufacturers and distributors. Assigned cost components recognize the need for universally credible, equitable, non-discriminating treatment of all manufacturers and retailers. Items processed through the reclamation centers are allocated between all parties involved in the movement of goods according to a "generally accepted presumption for unsaleable responsibility" (GAPUR) standard. Responsibility is determined by the categories set forth below unless direct evidence suggests an alternative assumption of responsibility:

#### **Manufacturer's Responsibility**

- Unlabeled or mislabeled product
- Improperly sealed product
- Over/short weight or partially filled product
- Broken glass
- Crushed, dented or collapsed product
- Swollen cans
- Manufacturer withdrawal
- Moldy package
- Rusty cans
- Leaking containers
- Soiled, stained, sticky, etc.
- Expired product as determined by expiration dates, if applicable

#### **Disposition Options**

- **Center Option – (COPT) Disposition of product left up to the discretion of Rite Aid.**
- **Donate – (DONA)** To add useful life to the product being reclaimed.
- **Return to Supplier – (SHBK)** Product will be packaged and returned to the Supplier. Shipping paperwork is prepared and included in the return shipments to the manufacturer. An Open RA is required for this option.

#### **Handling & Added Charges**

- See Rite Aid's RETURNS AGREEMENT form.

#### **Minimum / Maximum Rates**

- Minimum: 100% of list price
- Maximum: 130% of list price
- **Pre-Damage Direct Product Costs (DPC):** Handling and storage costs which occur before damage is identified, as an item moves through retail distribution. They include costs incurred at the warehouse, during transportation to the store, and at the store itself. Store costs for retail shelf space, checkout, and bagging are excluded from this analysis.
- **Post-damage Handling Costs:** Costs which occur after the item has been identified in the store and before it arrives at the reclamation center.
- **Reclamation Center Processing Costs:** Handling and storage costs which occur as an item is processed through a reclamation center. This analysis contains separate calculations for the major variables which affect prepackage costs, including reclamation center gross efficiencies, type of product and processing chute.

# Supplier Compliance Guide

## II. MERCHANDISE INFORMATION & TECHNOLOGY

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### UNSALEABLE MERCHANDISE POLICY (FRONT END PRODUCT ONLY) (con't)

#### Reimbursement

- Suppliers will be set up for a “deduction from invoice” and have the deduction taken from their next Supplier check.

#### RECALLS

All recall information is due at the time the planogram change is made and accepted by the Category Manager. All freight charges for returned product will be billed to the Supplier. The following information is required to process recalls:

- **Product Disposition:** Product handling method chosen by Supplier.
- **Address and Contact Phone Number to Return Merchandise:** Supplier specific shipping destination information.
- **Return Authorization Number:** Issued by the Supplier.
- **Description:** Brief product identification.

See Rite Aid's Recall Disposition Form for further details.

# Supplier Compliance Guide

## II. MERCHANDISE INFORMATION & TECHNOLOGY

### RITE AID RETURNS AGREEMENT

#### RETURNS AGREEMENT

THIS RETURNS AGREEMENT (this "**Agreement**") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Rite Aid Hdqtrs. Corp. ("**Rite Aid**") and the vendor identified below (the "**Vendor**").

**Please note: A separate Returns Agreement must be filled out for each Vendor number.**

Vendor Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Fax # \_\_\_\_\_

Vendor Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Invoice Address: \_\_\_\_\_ Shipping Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Category Manager: \_\_\_\_\_

Associate Category Manager: \_\_\_\_\_

#### **TERMS OF AGREEMENT:**

##### **A. Return of Unsaleable Merchandise.**

1. If, at any time, Rite Aid determines in its sole discretion that any of Vendor's goods, products (including, without limitation, pharmaceutical and over-the-counter products) and other items and articles from the undersigned Vendor and/or Vendor's Affiliates (collectively, "**Products**" and each, individually, a "**Product**") are unsaleable for any reason, Rite Aid will have the right, in its sole discretion, but subject to Section B.2 below, to: (a) return to Vendor's facility, at Vendor's expense, any such Product for which Rite Aid has not paid; and (b) return to Vendor's facility, at Vendor's expense, and require Vendor to re-purchase from Rite Aid, any such Product for which Rite Aid has paid. If Rite Aid elects to return any such Product(s), or require Vendor to re-purchase any such Product(s) for which Rite Aid has paid, Rite Aid shall notify Vendor and Vendor shall, within 15 days following such notice, remit payment to Rite Aid, by wire transfer of immediately available funds or certified check, in an amount equal to: (x) the cost to return such Product(s) to Vendor's facility; and/or (y) the price originally paid by Rite Aid for such Product(s), as applicable. Notwithstanding Rite Aid's election to exercise its rights set forth in this Section A.1, Rite Aid shall not be required to return any such Product(s) until Vendor has remitted the foregoing payment(s) to Rite Aid. In addition, if Vendor refuses to accept any Product that Rite Aid elects to return to Vendor pursuant to this Section A.1, Rite Aid shall have the right, at Vendor's expense, to destroy or otherwise dispose (including, without limitation, by public or private sale) of such Product. If Rite Aid elects to sell such Product, Rite Aid will have

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# Supplier Compliance Guide

## II. MERCHANDISE INFORMATION & TECHNOLOGY

### RITE AID RETURNS AGREEMENT cont.

Rite Aid Returns Agreement  
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the right, in its sole discretion, to markdown such Product and, in such event, Rite Aid shall have the right to off-set any amounts payable to Vendor by the amount of any such markdown.

#### **B. Process and Expense.**

1. Vendor shall be charged the following processing fees for any unsaleable Product. Such fees are based on the findings from the Joint Industry Task Force Study (JIR):

DPC (Direct Product Cost)	\$0.085
Post Damage	\$0.111
Ops through Scan:	<u>\$0.101</u>
	\$0.297

2. Vendor shall determine the method of disposition for its unsaleable Products. Based on the CODE/DESCRIPTIONS listed below, Vendor representative shall check (X) the method his/her company has authorized Rite Aid to use; provided, however, if no method is checked, Rite Aid shall have the right to elect any or all of such methods to dispose of Vendor's unsaleable Product. The additional charge, shown in ( ) at the end of the description, will be added to the charges set forth in Section B.1 above.

#### CODE DESCRIPTION (JIR COST)

<b>COPT</b>	_____	Scan and disposition is left up to the discretion of Rite Aid (\$0.020)
<b>DONA</b>	_____	Scan and donate (\$0.030)
<b>SHBK</b>	_____	Scan and ship back to vendor (\$0.180)

OPEN RA# REQUIRED WITH THIS OPTION RA# \_\_\_\_\_

**NOTE: Any Product remaining in Rite Aid's reclamation centers for 45 days or more from the date of invoice, without a Return Authorization Number, will be disposed of at the discretion of Rite Aid. Rite Aid will not entertain ANY requests for payment for Product that falls into this category.**

3. All Products will be billed at Rite Aid's current list cost + JIR billing factors (DPC, Post Damage Handling, RCC Charges, Disposition Charges) unless otherwise agreed to in writing by Rite Aid. Notwithstanding the foregoing, **Vendor billing is not to exceed 130% of Rite Aid's list cost.**
4. If Vendor desires to change its election with respect to the method of disposition identified in Section B.2 above, Vendor shall notify Rite Aid of such change in writing. Any such change will take effect no earlier than 30 days following approval by Rite Aid.

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# Supplier Compliance Guide

## II. MERCHANDISE INFORMATION & TECHNOLOGY

### RITE AID RETURNS AGREEMENT cont.

Rite Aid Returns Agreement  
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5. Vendor shall provide Rite Aid with a copy of its current national policy regarding reclamation. Such policy shall be sent to:

**Rite Aid  
30 Hunter Lane  
Camp Hill, PA 17011  
Attention: Manager, Front End Returns**

6. All damaged and outdated invoices are available through the Rite Aid Paperless Invoice System using the Carolina Logistic Services Website at [www.clsreturnspro.com](http://www.clsreturnspro.com). Vendor should contact the Manager, Front End Returns, at 717-214-8832 to request setup of its company's authorized user. (See Exhibit A attached hereto)

#### **C. Recall Merchandise.**

**Note: The methods of disposition set forth above DO NOT apply to recalls of Products. A separate agreement MUST be filled out for all recalls at the time the recall is being activated. As such, Vendor will have a separate disposition on recalls than it does on in respect of unsaleable Products.**

1. All recall invoices are available through the Rite Aid Paperless Invoice System using the Carolina Logistic Services Website at [www.clsreturnspro.com](http://www.clsreturnspro.com). Vendors should contact the Manager, Front End Returns, at 717-214-8832 to request setup of its company's authorized user. (See Exhibit A attached hereto)

#### **D. Miscellaneous.**

1. The parties specifically acknowledge that 13 Pa. C.S.A. §2326 and 2327(b), as amended from time to time, or any successor statutes, shall be inapplicable to this Agreement or any of the transactions contemplated hereby and that Vendor will accept returned goods in their "as-is" condition.
2. All returns shall be at the risk of Vendor.
3. The terms and conditions set forth in this Agreement are in addition to, and shall in no way limit, Rite Aid's rights and remedies under Rite Aid's Vendor Profile, standard terms and conditions or any purchase orders generated by Rite Aid. In the event of any inconsistency between the terms and conditions of this Agreement and any of the foregoing documents, this Agreement will govern.
4. Vendor acknowledges that notwithstanding anything to the contrary contained herein, Rite Aid shall have no obligation to order any Products from Vendor, and that any such order(s) will occur only through the issuance by Rite Aid of a purchase order to Vendor.

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# Supplier Compliance Guide

## II. MERCHANDISE INFORMATION & TECHNOLOGY

### RITE AID RETURNS AGREEMENT cont.

Rite Aid Returns Agreement  
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5. Miscellaneous.

- a. This Agreement and the rights herein granted and obligations undertaken may not be assigned by any party without the express written consent of the other party; provided that Rite Aid may assign this Agreement and its rights and responsibilities hereunder to any successor of Rite Aid's business, whether by merger, sale of stock, sale of assets or otherwise. This Agreement shall be binding upon and inure to the benefit of each of the parties' successors and permitted assigns.
- b. This Agreement, and the rights and obligations of the parties contained herein, shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law provision or rule, whether of the Commonwealth of Pennsylvania or any other jurisdiction.
- c. Vendor hereby submits to the exclusive jurisdiction of the Court of Common Pleas, Cumberland County, Pennsylvania, over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby. Vendor also hereby acknowledges that all claims in respect of any such dispute or any proceeding related thereto may be heard and determined in such court. Vendor hereby waives, to the fullest extent permitted by applicable law, any objection that Vendor may now or hereafter have to the laying of venue of any such dispute or proceeding brought in such court or any defense of inconvenient forum for the maintenance of such dispute or proceeding.
- d. If any provision of this Agreement is later determined to be void, invalid or unenforceable for any reason, such provision shall be deemed amended to delete therefrom the portion thus adjudicated to be void, invalid or unenforceable, such amendment to apply only to the operation of such provision in the particular jurisdiction in which such adjudication is made, and the validity and enforceability of all of the remaining provisions of this Agreement shall not be affected.
- e. Any breach of this Agreement by Vendor may cause Rite Aid substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, Rite Aid shall have the right to seek specific performance and other injunctive and equitable relief as well as attorney's fees and costs.
- f. No right or remedy conferred upon or reserved by any party under this Agreement is intended to be, or shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

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# Supplier Compliance Guide

## II. MERCHANDISE INFORMATION & TECHNOLOGY

### RITE AID RETURNS AGREEMENT cont.

Rite Aid Returns Agreement  
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- g. This Agreement may be signed in any number of counterparts, but all such counterparts shall constitute one and the same instrument. Each party hereto will receive by delivery or facsimile transmission a duplicate original of the Agreement executed by each party, and each party agrees that the delivery of the Agreement by facsimile transmission will be deemed to be an original of the Agreement so transmitted.
- h. This Agreement supersedes all prior agreements, written or oral, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by Vendor and Rite Aid.
- i. Any notice with reference to this Agreement shall be made by certified mail or overnight mail to the address set forth below.

\* \* \* \* \*

The signatures below by the appropriate Category Manager of Rite Aid and the representative of Vendor denote their understanding and acceptance of the above Agreement.

**Vendor:** \_\_\_\_\_

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

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

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

**RITE AID HDQTRS. CORP.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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# Supplier Compliance Guide

## II. MERCHANDISE INFORMATION & TECHNOLOGY

### RITE AID RETURNS AGREEMENT cont.

Rite Aid Returns Agreement  
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Exhibit A

#### NOTICE

**PLEASE BE ADVISED THAT AS OF MARCH 18, 2005, ALL INVOICING FOR DAMAGED AND OUTDATED AND RECALLED PRODUCT IS NOW PAPERLESS. ALL INVOICES WILL BE OBTAINED BY A VENDOR DESIGNATED REPRESENTATIVE THROUGH THE CAROLINA LOGISTIC SERVICES WEBSITE. PLEASE IDENTIFY THE CORRECT PERSON WITHIN YOUR COMPANY WHO REQUIRES THESE INVOICES, AND PROVIDE THE REQUESTED INFORMATION BELOW. ALL APPROPRIATE INFORMATION FOR ACCESS TO THE CLS WEBSITE WILL BE SENT TO THE DESIGNATED INDIVIDUAL.**

All information relating to the Carolina Logistic Services Website should be sent to the following individual:

**PLEASE PRINT:**

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Authorized by (print name)

THIS FORM MUST ACCOMPANY THE RITE AID RETURNS AGREEMENT FOR  
UNSALEABLE PRODUCT

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# Supplier Compliance Guide

## II. MERCHANDISE INFORMATION & TECHNOLOGY

RECALL DISPOSITION FORM			
Revised 04/01/12			
PLEASE NOTE THAT ALL FIELDS ON THIS FORM MUST BE COMPLETED.			
<b>CATEGORY MANAGER:</b>			
<b>VENDOR NAME</b>		<b>VENDOR #</b>	<b>PHONE #</b>
<b>SALES CONTACT:</b>		<b>TITLE</b>	<b>E-MAIL</b>
<b>TYPE of RETURN</b> *Must select a Type		<b>DISPOSITION COSTS FOR STORE RETURNS</b> *Must select a Disposition	
Store Only	Store and DC	<b>FUNDED RECALLS</b>	
DC Only		<b>Disposition Rite Aid Option</b>	\$0.20/unit
<b>Store Returns - REASON FOR RETURN</b> *Must select a Reason		<b>Donate</b>	\$0.25/unit
All Store Discontinuation	Reslot	<b>Ship Back to Vendor</b>	\$0.40/unit
Store Specific Discontinuation	Regulatory or Safety	<b>Pay On Inventory - "POI" (All Stores)</b>	\$0.00/unit
Promotional Discontinuation	Other	Final inventory for "POI" Disp. is based on Perpetual Inventory, and will be ran the Friday before recall is to start.	
Seasonal Discontinuation		If Perpetual Inventory is to be ran on a different date please provide: _____ (Date)	
<b>Clearance Endcap</b> *Must select one		<b>OTHER STORE RECALLS OPTIONS - MUST HAVE CATEGORY MANAGER'S APPROVAL</b>	
Yes	Most Chainwide Salvage Recalls should be on C/E Event	<b>Based On Transfer (Store Specific)</b>	\$0.00/unit
No		<b>Reslot to DC</b>	\$0.60/unit
		<b>Salvage (Non- Funded Recalls)</b>	\$0.00/unit
<b>BILL TO VENDOR</b>		<b>DISPOSITION COSTS FOR DC RETURNS</b> *Must select a Disposition	
Name		<b>Salvage Disposition</b>	6% Handling
Address		<b>Donate Disposition</b>	6% Handling
City, State, Zip		<b>Ship Back to Vendor Disposition</b>	6% Handling + Shipping
Phone			
<b>SHIP TO VENDOR</b>		<b>FROM CARLISLE</b>	<b>FROM RURAL HALL</b>
Ship to Name			<b>FROM RENO</b>
Address			
Address			
City, State, Zip			
Contact			
Phone			
<b>Returns Authorization Number</b>			
***Return Authorization numbers <b>MUST BE</b> given at the time this form is completed by sales rep. Recalls <b>WILL NOT</b> be executed without RA#.			
<b>Buyer and Vendor agree to the following:</b>			
1. Vendor is responsible for all shipping costs in addition to handling.			
2. Items returned are not required to be substantially in their original condition.			
3. Vendor shall accept items returned with faults (including but not limited to the presence of any price or other stickers)			
4. If Ship Back to vendor disposition is chosen, vendor agrees to accept returned product from CLS/InMar reclamation center within 30 days of invoice date.			
Product remaining in CLS/InMar reclamation center 45 days after invoice date will be assessed storage fees and product disposition will be at the discretion of Rite Aid.			
<b>CATEGORY MANAGER SPECIAL INSTRUCTIONS:</b> ( ***please note that all special handling of recalls must be approved by VP, Supply Chain)			
<b>With your signature you are agreeing to the terms set forth herein.</b>			
<b>Vendor Contact:</b>	Print Name	Signature	Date
<b>Category Manager</b>	Print Name	Signature	Date
<b>Vice President</b>	Print Name	Signature	Date
<b>VP, Supply Chain</b>	Print Name	Signature	Date



# Supplier Compliance Guide

## III. DISTRIBUTION CENTER INBOUND SHIPPING & ROUTING

### SUPPLIER RESPONSIBILITY

As business partners driving mutually beneficial supply chain efficiencies, this section contains detailed instructions for the routing, consolidation, marking, and documentation of merchandise shipments to Rite Aid Distribution Centers. Rite Aid is committed to working with our Suppliers to improve product packaging and handling, as well as increasing automation efforts. (<http://www.riteaidediservices.com/index.html> for details).

It is the Supplier's responsibility to ensure that they have the most current edition of the Rite Aid Supplier Compliance Guide, whether in paper or electronic form, and that the appropriate people at each of their shipping locations receive the information contained within the Guide.

The information contained within this section supersedes and cancels all previous instructions / guides issued.

Failure to follow instructions contained within this section will result in a minimum chargeback of \$100 per shipment and any and all additional charges incurred due to the shipper's failure to follow these instructions. Requests for exceptions must be written and received prior to the Purchase Order being issued to the Supplier. Changes and/or deviations from the instructions provided herein may only be approved by the Rite Aid Logistics Team and must be in writing.

Acceptance of a Rite Aid Purchase Order is an agreement to the conditions as listed in the current Rite Aid Supplier Compliance Guide, including all associated Supplier Compliance metrics and infractions. It is expected that all Suppliers comply with the requirements set forth. Non-compliance results in expense offsets as outlined in Section VI of this document.

Supplier Prepaid Purchase Orders and/or Shipments refer to those shipments where the Supplier is responsible for arranging for the transportation of the shipment and the associated freight charges. In these instances, the Supplier is responsible for all Supplier Compliance infractions as outlined in Sections V & VI of this document.

Rite Aid controlled freight Purchase Orders and/or Shipments refer to those shipments where Rite Aid is responsible for arranging for the transportation and the associated freight charges. In these instances, the ONLY Supplier Compliance infraction that the Supplier is not responsible for is On-Time Appointment (1019). The Supplier is responsible for all remaining Supplier Compliance metrics and infractions as outlined in Sections V & VI of this document.

Purchase Orders are to be shipped complete, in one shipment, and to arrive by the due date as stated on the Purchase Order. Penalties may be imposed on late shipments. Any subsequent shipments for both prepaid and Rite Aid freight controlled Purchase Orders are expected to be shipped freight prepaid, F.O.B. destination at the Supplier's expense.

### GENERAL SHIPPING REQUIREMENTS

#### **Appointment Scheduling**

- Appointments are required for all Distribution Centers and must be made by the carrier at least seventy-two (72) business hours prior to the requested delivery and by 11:00 am local time at the respective Distribution Center.
- All appointments, except Rite Aid controlled freight, are driver-assisted live unloads. The exception is for shipments arriving via Rite Aid preferred LTL carrier, where appointments are not required and driver-assist does not apply.
- Appointments **must be confirmed** by the respective Rite Aid Distribution Center. A list of Distribution Centers (addresses and phone numbers) is provided in this section.
- **Purchase Orders will be issued to the building holding the DEA license; therefore, the order may be re-consigned to another building at the time of delivery.**
- A single Purchase Order should not cover more than 1 truckload. If a Purchase Order is approved to ship on more than 1 trailer, each trailer requires a separate appointment.

# Supplier Compliance Guide

## III. DISTRIBUTION CENTER INBOUND SHIPPING & ROUTING

### Appointment Scheduling cont.

- All Rite Aid Distribution Centers have fast freight guidelines. If a non-preferred LTL carrier shipment meets the requirements of the specific Distribution Center's fast freight guidelines, an appointment may not be required. You must contact the Distribution Center(s) for specifics relating to their fast freight guidelines.
- Appointment compliance by a Supplier's carrier is monitored. Consistent non-compliance results in a dismissal of that carrier from all Rite Aid Distribution Centers.
- Please be aware of the holidays listed below when scheduling appointments at the Distribution Centers. The holiday schedule can be found on the Rite Aid Portal under Supplier Management and Supplier Documents.

1. New Year's Day\*
2. Memorial Day\*
3. Independence Day\*
4. Labor Day\*
5. Thanksgiving Day\*
6. Christmas Day\*

**\*These are corporate holidays and vary in their application at the Distribution Centers. The Supplier is responsible for contacting the facility if there are any questions, issues or concerns regarding the appointment of any Purchase Orders.**

- Appointment Information **REQUIRED:**
  1. Purchase Order number
  2. Number of cartons per shipment
  3. Cube per shipment
  4. Condition of load - number of pallets
  5. Weight per shipment
  6. Carrier name
  7. Carrier bill number
  8. Carrier phone number and contact information
  9. Description of goods
  10. Hazardous Material Class (if required)
  11. Supplier name and origin

## III. DISTRIBUTION CENTER INBOUND SHIPPING & ROUTING

### Carton Markings

- Please note: At this time Rite Aid does not require the UCC/EAN-128 Shipping Container Label to be used in conjunction with the ASN.
- Master packs / master cartons are not accepted. All cartons must be shipped in the same unit(s) as they were ordered.
- All carton markings must indicate the following information:
  1. Case Pack Carton Quantity
  2. Unique Identifier (such as: merchandise description or Rite Aid item number)
  3. Proper Hazardous Material Label (if required)
  4. Date Code
    - If product requires an expiration date, this must be listed on the carton
    - If a closed date code is used on the individual items, it must also be closed dating on the carton. If an open date code is used on the individual items, it must also be open dating on the carton.
      - Open Dating would appear as 01/01/12
      - Closed Dating 12JA01 (Julian Dating)
    - Decipher coding must be sent to Rite Aid to be placed in the Rite Aid Date Code Book
    -

# Supplier Compliance Guide

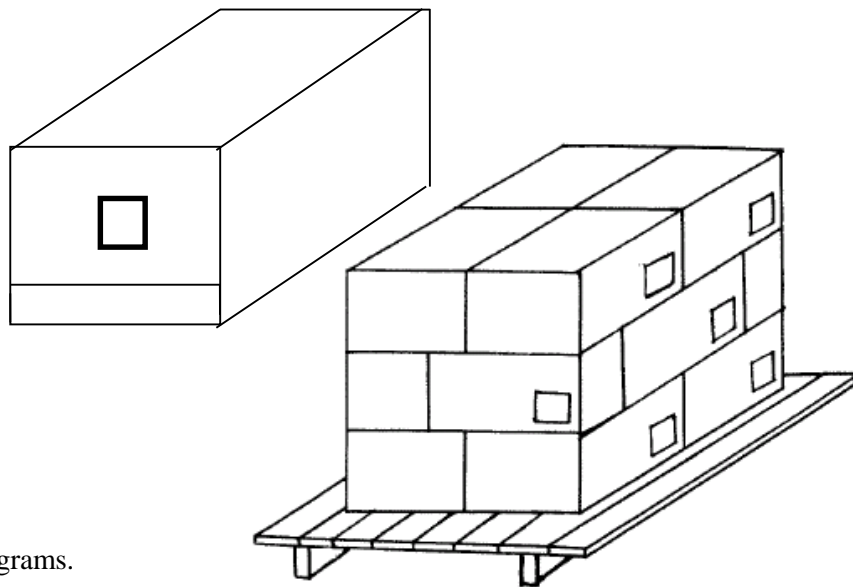
## III. DISTRIBUTION CENTER INBOUND SHIPPING & ROUTING

### Carton Markings cont.

#### Marking Format (sample)

Unique Identifier: Bunny, Solid Chocolate	
Casepack Qty: 48	
Proper Hazardous Material label	Date Code

#### Placement of Carton Markings (sample)



### Pallets

- Rite Aid does not participate in Pallet Exchange programs.
- Rite Aid does not allow pallet banks.
- CHEP and PECO Pallets are accepted at all Rite Aid Distribution Centers.
- By accepting a Rite Aid Purchase Order, Suppliers acknowledge and accept full responsibility for the following:
  - Product shipped to a Rite Aid facility on pallets from other pallet providers is done so knowingly and willingly and at the Supplier's sole discretion and expense.
  - Rite Aid assumes no financial responsibility or liability for receiving shipments on non-CHEP/non-PECO pallets.
  - Rite Aid assumes no responsibility or liability for managing, storing, and/or securing non-CHEP/non-PECO pallets related to those shipments received on non-CHEP/non-PECO pallets.

### Pallet Guidelines

- Pallet height is accepted at a maximum of 50 inches (including the height of the pallet) for conventional products. Height exceptions may be granted on a case-by-case basis for paper, diapers, feminine hygiene products, and other light-weight product.
- Pallet weight accepted is a maximum of 2,500 pounds. Weight exceptions may be granted on a case-by-case basis for pallets weighing between 2,500-3,000 pounds. Advance approval is required for any exceptions to pallet height and weight.
- If a shipment contains multiple Purchase Orders, sort cartons by Purchase Order, ensuring that each pallet only contains cartons for one Purchase Order.
  - If your carton count is insufficient to build a complete pallet, you may combine multiple items on one pallet by placing cardboard/heavy paper dividers between Purchase Orders and clearly marking the pallet to indicate this so that the cartons are clearly segregated.
- Maximum carton weight is 40 pounds. Weight exceptions may be granted on a case-by-case basis. Advance approval is required for any exceptions.
- Each layer of cartons on a pallet must be easily countable.
- Both CHEP/PECO and non-CHEP/non-PECO Pallets shall not have any overhang
- Both CHEP/PECO and non-CHEP/non-PECO Pallets shall have corner posts on product not shipped in corrugated cartons
- Cartons are to be secured to the pallet using shrink wrap or stretch wrap
- Pallets shall have chamfered bottom deck



# Supplier Compliance Guide

## III. DISTRIBUTION CENTER INBOUND SHIPPING & ROUTING

### Pallet Requirements for Shipments (pallets shall adhere to the following requirements):

1. Non-CHEP/non-PECO Pallets of standard GMA Grade 40" x 48" four-way hardwood pallets consisting of:
  - Five bottom deck boards
  - Minimum of seven top deck boards
2. Non-CHEP/non-PECO Pallet shall not exceed 60lbs in weight
3. Both CHEP/PECO and non-CHEP/non-PECO Pallets shall have solid, unbroken slats/boards
4. Both CHEP/PECO and non-CHEP/non-PECO Pallets shall be clean – no dirt, grease or other foreign material
5. Both CHEP/PECO and non-CHEP/non-PECO Pallets shall not have protruding nails

### Packing Lists

- A packing list must accompany each shipment of the same Purchase Order. The packing list must reflect the product delivered with each shipment.
- The following information is required on every Packing List:
  - Supplier Name and Origin
  - Rite Aid Purchase Order Number
  - Item Description **OR** Selling Unit UPC Number
  - Total Case Quantity per Item (each item must appear with one total)
    - For example, but not limited to: case counts by lot number will not be deemed as acceptable
    - Master Packing Lists are considered unusable and will be considered non-compliant.
- A packing list will be deemed as 'unusable' if the information provided is not clear, concise, and accurate. 'Unusable' may include, but is not limited to, the following conditions: missing pages, unreadable text, weathered and incomplete or inaccurate or missing data. 'Unusable' will be determined at the time of receipt and will be detailed on the scorecard.
- Suppliers should work with their carriers to determine the most effective way of shipping the packing list to ensure that it arrives with the shipment. A few recommendations to consider are:
  1. Place the packing list in a well-marked envelope attached to a carton and secured **under** the shrink wrap.
  2. Include an extra box in the shipment which **is listed on the Bill of Lading count** that contains only the packing list inside. Also clearly mark on the outside of the empty box that the packing list is contained inside. This box should be located in the top layer of the pallet and on the outside to ensure visibility and secured under the shrink wrap. This only applies to truckload or LTL deliveries. This is not applicable for 'fast freight'/small packages (i.e. FedEx, UPS).
- Packing Lists must **never** be sent inside a case of product.
- **Do not attach the packing list to the BOL.** The BOL is paperwork from the Supplier that is utilized by the carrier to develop the Delivery Receipt. The BOL **does not** follow the freight to the final destination. Distribution Centers receive a Delivery Receipt from the carrier when it delivers the freight.

### Bill of Lading Requirements

All bills of lading must have the following information:

- Purchase Order number
- Pieces (cartons and pallets) and weight
- Complete commodity description with accurate NMFC (National Motor Freight Classification)
- Address of actual origin/shipping location (including zip code)
  - For Rite Aid Controlled Freight Shipments, DO NOT mark a released value on the Bill of Lading OR that the shipment is 'Third Party'
- Freight terms – prepaid or collect
- Ship date
- Carrier name

# Supplier Compliance Guide

## III. DISTRIBUTION CENTER INBOUND SHIPPING & ROUTING

### Bill of Lading Requirements cont.

Purchase Orders that state the freight terms as prepaid (except for prepaid with an allowance), must have the Bill of Lading marked as such. **Prepaid Purchase Orders shipped collect will be subject to a full chargeback of the freight charges and a \$100 administrative fee, per occurrence.** If there are any questions as to the freight terms, contact your Replenishment Buyer or the Rite Aid Transportation Department.

### Packaging

- Use safety lids to avoid leakage of liquid products.
- Minimize use of inner pack plastic, cellophane and divider cardboard unless necessary to protect product. Use stronger outer packaging of cardboard to minimize damage.
- Do not pack boxes to the top of cartons. Use divider cardboard as buffer to prevent cut product while opening.
- Packaging and all associated markings must comply with Hazardous Material Regulations (if required).
- Identify number of cartons - "x of y" cartons

### Load Conditions

- Minimize mixed skids or mixed layers of items.
- All shipments must be palletized. **Slip sheet or floor loaded shipments are not accepted.** Additional labor associated with receiving such shipments may result in a chargeback to the Supplier.
- Do not place the same item on multiple pallets within the load.
- Sort by Purchase Order number first, then by item number.
- A single Purchase Order number should not occupy more than one truckload. It is the Supplier's responsibility to ensure that the Purchase Order does not exceed one truckload. If a Purchase Order goes beyond one truckload, the Supplier must contact the Replenishment Buyer requesting the Purchase Order be changed to not exceed one truckload. The Supplier is responsible for all initial fill rate infractions that may result from a Purchase Order exceeding one truckload.

### Returns to Supplier

- Rite Aid utilizes an electronic payment platform that eliminates all paper copies of carrier freight invoices and supporting documentation, such as Bills of Lading and Delivery Receipts.
- Suppliers may access supporting freight documentation on-line via the carrier's website using the carrier PRO number referenced on the Supplier invoice.
- Suppliers may obtain further information on our website <http://www.riteaidediservices.com/index.html> under "Return to Supplier Shipping Policy."

## RITE AID TRANSPORTATION AND INBOUND SHIPMENT ROUTING

Transportation is a vital component in effectively managing the supply chain. Ultimately, the goal is to manage product flow to achieve the highest fill rates while operating in the most efficient manner. Rite Aid's Transportation Department continually directs its efforts toward instituting freight prepaid with allowance, or customer pick-up (CPU), programs. Under these programs, the Supplier must allow for normal transit time from their location to the respective Rite Aid Distribution Center.

What follows are responsibilities and requirements for both Supplier Prepaid and Rite Aid Controlled Freight shipments to our Distribution Centers.

# Supplier Compliance Guide

## **III. DISTRIBUTION CENTER INBOUND SHIPPING & ROUTING**

### **RITE AID TRANSPORTATION AND INBOUND SHIPMENT ROUTING cont.**

#### **Drop Trailers**

Drop trailer arrangements for truckload shipments are evaluated on a case-by-case basis and are subject to the approval of the Rite Aid Transportation Department. The Supplier's historical on-time appointment performance is a key component of evaluating requests for drop trailers. Drop trailers are expected to deliver 24 hours prior to the scheduled Purchase Order appointment date and/or due date and within the drop trailer parameters of the specific Rite Aid Distribution Center.

All preferred LTL carriers drop trailers. When using a Rite Aid preferred LTL carrier, it is highly suggested that Suppliers ship to ensure the product arrives at least one business day prior to the Purchase Order due date to allow time for the Distribution Center to receive shipments arriving on drop trailers and ensure an on-time Purchase Order receipt. Drops trailers are to be unloaded within 48 hours of being dropped at a Rite Aid Distribution Center.

#### **Inbound Deliveries**

All drivers entering a Rite Aid premises will be required to provide a state-issued photo ID or a company-issued photo ID with name and picture upon arrival to security.

#### **Carriers and Delivery Appointments**

To ensure priority delivery appointments and unloading by trained receiving personnel, Suppliers must use one of the LTL carriers from the Rite Aid preferred carrier list.

Delivery appointments at Rite Aid Distribution Centers are required. The Supplier or Supplier's carrier must obtain a delivery appointment from the Rite Aid Distribution Center Receiving Department. If the Supplier's carrier fails to keep an appointment, does not notify the Distribution Center Receiving Department at least 48 hours prior to the scheduled appointment time, or is more than one (1) hour late for the appointment, the Supplier will incur an offset fee for a delay in our receiving operations.

This charge is in addition to all other applicable charges related to the delivery for which the Supplier is responsible.

Rite Aid Distribution Centers require drivers to unload all shipments.

**\*Please Note:** DC 50 (Poca, WV) warehouses 40"x 40" pallets. Freight will need re-palletized during unloading.

### **SUPPLIER PREPAID SHIPMENTS**

#### **Supplier Prepaid LTL (Less than Truckload) Shipments**

On all LTL shipments, Rite Aid expects Suppliers to utilize one of our preferred LTL carriers. This reduces the number of carriers that serve our Distribution Centers and helps to expedite the delivery of merchandise to our Distribution Centers and to our stores. Our preferred LTL carriers have pre-set appointments, drop trailers, and are able to increase our receiving efficiencies and your/our carrier efficiencies. Preferred LTL carriers also provide shipment status detail via EDI (214). Non-preferred LTL carriers are required to make delivery appointments with the Distribution Center in accordance with the appointment requirements set forth in the Rite Aid Supplier Compliance Guide.

If a Supplier chooses to use a non-preferred LTL carrier, Rite Aid is not responsible for any accessorial charges, such as detention, storage, sort and segregation, unloading, and/or notification charges.

# Supplier Compliance Guide

## III. DISTRIBUTION CENTER INBOUND SHIPPING & ROUTING

### Supplier Prepaid Truckload (TL) Shipments

All TL shipments require delivery appointments at our Distribution Centers and are driver assist unloads.

For prepaid TL shipments, with the exception of prepaid with an allowance shipments, Rite Aid is not responsible for any accessorial charges, such as detention, storage, sort and segregation, unloading, and/or notification charges.

For ALL prepaid LTL and TL shipments, all accessorial charges will be between the Supplier and carrier. If Rite Aid incurs any accessorial charges, such as detention, storage, sort and segregation, unloading, and/or notification charges the charges will be deducted from the Supplier's accounts payable balance, plus a \$100 administrative fee, per occurrence.

**REMEMBER: Your carriers are required to make appointments and be on time!**

### RITE AID CONTROLLED FREIGHT SHIPMENTS

The Rite Aid Transportation Department serves to provide routing instructions on **all** Rite Aid Controlled freight shipments and is the only department authorized to provide routing instructions where Rite Aid is responsible for the freight. Suppliers must contact the Rite Aid Transportation Department at least two (2) business days prior to ship date for routing instructions for each Purchase Order. The ship date is derived by taking the Rite Aid Purchase Order due date minus standard transit days, excluding day of pick-up and non-business days. Additional freight costs resulting from expediting shipments for on-time arrival due to the Supplier's failure to provide sufficient lead time for routing may be charged to the Supplier.

Contact the Rite Aid Transportation Department with any questions prior to shipping to ensure compliance with our Transportation policies and procedures. Rite Aid neither approves nor is responsible for freight and accessorial charges on prepaid shipments.

- Suppliers must e-mail all routing requests. Telephone requests are not accepted.
- Backordered merchandise for both Supplier Prepaid and Rite Aid Controlled freight Shipments is to be shipped prepaid FOB destination term at the Supplier's expense.

### General Supplier Responsibilities for Rite Aid Controlled Freight Shipments

- The agreed upon freight allowance will be paid by the Supplier to Rite Aid for all shipments picked-up at the Supplier's shipping location(s) provided on the Customer Pick-Up contract. The Customer Pick-Up agreement lists the Supplier's shipping location (s) and the associated freight allowance (s). The supplier is obligated to abide by the terms contained in the Customer Pick-Up agreement. It is the Supplier's responsibility to notify Rite Aid Transportation of any change of address to the Supplier's shipping origins. A change of address to a shipping origin may void the Customer Pick-Up agreement. If the Customer Pick-Up agreement becomes voided, the Supplier will be responsible for shipping the Purchase Order(s) with the Supplier's chosen carrier. Any freight charges billed to Rite Aid from an origin location that is not listed in the Customer Pick-Up agreement will be subject to a full chargeback of the freight charges and a \$100 administrative fee will apply. Rite Aid will not be responsible for any freight charges related to a carrier that was not assigned by Rite Aid Transportation.
- The freight allowance is shown as a line item deduction on the Supplier's invoice for the goods shipped.
- The Supplier will load only shipments destined to the Rite Aid Distribution Center as specified by the Rite Aid routing instructions.
- The Supplier will advise Rite Aid Transportation at least 48 hours in advance of the scheduled pick-up of any change in the pick-up instructions, volume, commodity, date, time, or other requirements. Failure to advise Rite Aid Transportation of a change in pick-up will result in a fee to the Shipper of \$100.

## Supplier Compliance Guide

### **III. DISTRIBUTION CENTER INBOUND SHIPPING & ROUTING**

#### **General Supplier Responsibilities for Rite Aid Controlled Freight Shipments cont.**

- If the driver is present at the time of loading, has reasonable access to count pallets loaded by the Shipper, the carrier will sign “X number of pallets STC”. When Rite Aid’s carrier is picking up a preloaded trailer the carrier will sign “shipper load/shipper count (SLC)”. Rite Aid carriers will NOT sign for cases/cartons.
- Rite Aid will be given 72 hours (3 business days) from the date of final receipt at the Rite Aid Distribution Center to advise Supplier of any shipment exceptions. All exceptions are reported on the Supplier Compliance Scorecard via the Rite Aid Supplier Portal.
- The Supplier will load Rite Aid’s designated carrier’s vehicle in a safe manner and secure the shipment for safe transport to its destination.
- Rite Aid’s carrier will arrive on-time for scheduled appointments. An on-time arrival is defined as arriving within a one (1) hour window before or after the scheduled appointment time.
- The Supplier or its designated shipping facility will not delay the loading of the Rite Aid designated carrier’s vehicle beyond 30 minutes of the scheduled appointment time. The Supplier will be responsible for any delays at a rate of \$10 per 15 minutes for each 15 minute period delay, beyond the 30 minutes of the scheduled appointment time, in loading the carrier’s vehicle.
- Loading by the Supplier or its designated shipping facility will be completed within 2 hours of the scheduled appointment time. The Supplier will be responsible for detention at a rate of \$10 per 15 minutes for each 15 minute period delayed, beyond the 2 hours of the scheduled appointment time.
- The Supplier or its shipping facility is responsible for any damage it causes to the Rite Aid designated carrier’s vehicle while at the Supplier’s facility.
- Rite Aid Transportation will arrange for timely and accurate pick-up of shipments at the Supplier’s facility.
- Rite Aid Transportation and its designated carrier will adhere to all Federal and State transportation regulations.
- Rite Aid Transportation will provide routing instructions to the Supplier within two (2) business days of the Supplier’s initial request for routing instructions.
- Rite Aid Transportation will notify the Supplier of any delay or change in pick-up.
- Rite Aid Transportation and its designated carrier agree to equipment requirements specified by the Supplier, where applicable and agreed upon in advance.
- Rite Aid’s designated carrier is responsible for any damage to the Supplier’s facility that it causes with its vehicle while in the process of picking up a shipment.
- The Rite Aid Transportation Department may be contacted at (717) 761-2633 ext. 6554, 8247, 8507 or 8606 or via e-mail at [transportation@riteaid.com](mailto:transportation@riteaid.com) for routing instructions.
- When submitting the routing request, Suppliers must provide the following information:
  - Supplier address from which product is shipping
  - Rite Aid Distribution Center to which product is shipping
  - Purchase Order number

# Supplier Compliance Guide

## **III. DISTRIBUTION CENTER INBOUND SHIPPING & ROUTING**

### **General Supplier Responsibilities for Rite Aid Controlled Freight Shipments cont.**

- Total number of pallets in shipment
- Indicate whether pallets may be double-stacked
- Total number of cartons in shipment
- Total weight of shipment
- Total cube of shipment

### **Rite Aid Controlled Freight Less-than-Truckload (LTL) Shipments**

- Multiple Purchase Orders shipping to the same Rite Aid Distribution Center **must** be written on one (1) bill of lading so as to constitute one shipment.
- Shipping more than one LTL shipment per week to a Rite Aid Distribution Center is not permitted. Suppliers must consolidate Purchase Orders, coordinate the items and quantities impacted, and coordinate and agree upon Purchase Order due dates with your Replenishment Buyer. Failure to do so may result in Suppliers incurring Fill Rate and On-Time compliance infractions. Suppliers are charged back for subsequent LTL shipments occurring in the same work week.

### **Rite Aid Controlled Freight Less-than-Truckload (LTL) Shipments cont.**

- The selected Rite Aid preferred carrier should service your location direct. If not, please contact the Rite Aid Transportation Department for further instructions.
- It is the supplier's responsibility to contact the LTL carrier assigned to the shipment for a pick-up appointment allowing adequate time to arrive to destination by the due date.

### **Rite Aid Controlled Freight Truckload (TL) Shipments**

- Suppliers must provide seals and notate the seal number on the BOL. Carriers will be instructed to sign "Said to Contain" (STC) if a seal is not provided. Rite Aid is not liable for shortages and damages for Rite Aid Freight Controlled TL shipments where the Supplier did not provide a seal and/or notate the seal number on the BOL.
- It is the assigned carrier's responsibility to contact the supplier for a pick-up appointment allowing adequate time to arrive to destination by the due date.

### **Rite Aid Controlled Freight Small Parcel Shipments**

- All Rite Aid controlled freight small parcel shipments must be routed by the Rite Aid Transportation Department.

**For ALL Rite Aid Controlled Shipments, deviations from these procedures indicate that the Supplier chooses to ship on a prepaid basis and result in a chargeback for full freight plus \$100 administrative fee, per occurrence.**

### **Rite Aid Controlled Freight Import Shipments**

- Please refer to the Import section of the Rite Aid Supplier Compliance Guide for import instructions.

### **Rite Aid Controlled Freight Air Freight**

- **Rite Aid does not authorize airfreight. Any deviations from the normal shipping procedures must be authorized by the Rite Aid Transportation Department.**

# Supplier Compliance Guide

## III. DISTRIBUTION CENTER INBOUND SHIPPING & ROUTING

Summary of Distribution Center Information	DEA NUMBER	* DUNS No. + 4	PREFERRED LTL CARRIER
<b>CHARLOTTE DISTRIBUTION CENTER*</b> 1776 Statesville Avenue Charlotte, NC 28206 (704) 371-3653	N/A	0145788920053	YRC, UPS, OLD DOMINION, ESTES
<b>DAYVILLE DISTRIBUTION CENTER*</b> Killingly Oaks Business Park 500 Forbes Road Dayville, CT 06241 (860) 779-0632	N/A	0145788920054	YRC, NEMF, UPS, OLD DOMINION, ESTES
<b>LIVERPOOL DISTRIBUTION CENTER*</b> 7245 Henry Clay Boulevard Liverpool, NY 13088 (315) 461-5700 x2274	RE0356003	0145788920055	YRC, NEMF, UPS, OLD DOMINION, ESTES
<b>PHILADELPHIA DISTRIBUTION CENTER*</b> 1 Geoffrey Road Fairless Hills, PA 19030 (215) 428-5917	N/A	0145788920056	YRC, NEMF, UPS, OLD DOMINION, ESTES
<b>PERRYMAN DISTRIBUTION CENTER**</b> 601 Chelsea Road Aberdeen MD 21001-4306 (410) 297-6363	RR0236073	0145788920010	YRC, NEMF, UPS, OLD DOMINION, ESTES
<b>RITE AID FIXTURE DISTRIBUTION CENTER</b> 325 Welltown Road Winchester, VA 22603 (540) 662-3552	N/A	0145788920023	YRC, UPS, OLD DOMINION, ESTES
<b>PONTIAC DISTRIBUTION CENTER</b> 5400 Perry Drive Waterford, MI 48329 (248) 674-7770	002230PIY	0145788920029	YRC, UPS, OLD DOMINION, ESTES
<b>TUSCALOOSA DISTRIBUTION CENTER*</b> 3931 Rice Mine Road NE Tuscaloosa, AL 35406 (205)345-7419 x225	RH0231124	0145788920035	YRC, UPS, OLD DOMINION, ESTES
<b>POCA DISTRIBUTION CENTER*</b> Rock Branch Industrial Park 160 Jacobsen Drive Putnam County Poca, WV 25159 (304) 755-8124 x540	004569RDY	0145788920050	YRC, UPS, OLD DOMINION, ESTES
<b>ICE CREAM DIVISION</b> 9200 Telstar Avenue El Monte, CA 91731 (626) 571-0122	N/A	0145788920061	YRC, UPS, OLD DOMINION, ESTES
<b>WILSONVILLE DISTRIBUTION CENTER</b> 29555 SW Boones Ferry Road Wilsonville, OR 97070 (503) 685-6013	N/A	0145788920080	YRC, UPS, OLD DOMINION, ESTES
<b>WOODLAND DISTRIBUTION CENTER</b> 1755 East Beamer Street Woodland, CA 95776 (530) 661-1800 x124	RT0223874	0145788920081	YRC, UPS, OLD DOMINION, ESTES
<b>LANCASTER DISTRIBUTION CENTER</b> 2801 West Avenue H Lancaster, CA 93536 (661) 951-7565	N/A	0145788920088	YRC, UPS, OLD DOMINION, ESTES
Contact the Rite Aid Transportation Department with any questions regarding Rite Aid Preferred Carriers and inbound routing prior to shipping. The Rite Aid Transportation Department <u>must</u> be contacted for routing of ALL RITE AID FREIGHT CONTROLLED SHIPMENTS. Suppliers may reach the Rite Aid Transportation Department at (717)761-2633 ext. 6554, 8247, 8507 or 8606 or via email at <a href="mailto:transportation@riteaid.com">transportation@riteaid.com</a> .			
*The Primary Ship-to Location holds the DEA number			

# Supplier Compliance Guide

## III. DISTRIBUTION CENTER INBOUND SHIPPING & ROUTING

### Summary of Satellite Distribution Center Information

<i>PRIMARY SHIP TO LOCATION ADDRESS</i>	<i>DUNS + 4</i>	<i>DEA NUMBER</i>	<i>PREFERRED LTL CARRIER</i>	<i>SATELLITE WAREHOUSE LOCATION #1</i>	<i>SATELLITE WAREHOUSE LOCATION #2</i>	<i>SATELLITE WAREHOUSE LOCATION #3</i>
CHARLOTTE DISTRIBUTION CENTER 1776 Statesville Ave Charlotte, NC 28206 (704) 371-3600 (main) (704) 371-3653 (appointment)	0145788920053	N/A	YRC UPS OLD DOMNINON ESTES	1700 Statesville Ave Charlotte, NC 28206 (704) 371-3653	4017 Chesapeake Dr Charlotte, NC 28216 (704) 395-1525	1755 Statesville Ave Charlotte, NC 28206
LIVERPOOL DISTRIBUTION CENTER 7245 Henry Clay Blvd Liverpool, NY 13088 (315) 461-5700 x2274	0145788920055	RE0356003	YRC NEMF UPS OLD DOMINION ESTES	4577 Buckley Rd Liverpool, NY 13088 (315) 622-6140	N/A	N/A
PERRYMAN DISTRIBUTION CENTER 601 Chelsea Rd Aberdeen, MD 21001 (410) 297-6363	0145788920010	RR0236073	YRC NEMF UPS OLD DOMINION ESTES	1601 Perryman Rd Aberdeen, MD 21001	N/A	N/A
PHILADELPHIA DISTRIBUTION CENTER 1 Geoffrey Rd Fairless Hills, PA 19030 (215) 428-5958 (main) (215) 428-5917 (appointment)	0145788920056	N/A	YRC NEMF UPS OLD DOMINION ESTES	8 Queen Ann Court Langhorne, PA 19047 (215) 428-5917	1819 Route 130 N. Burlington, NJ 08016	N/A
POCA DISTRIBUTION CENTER Rock Branch Industrial Park 160 Jacobsen Drive Putnam County Poca, WV 25159 (304) 755-8124 x540	0145788920050	004569RDY	YRC UPS OLD DOMNINON ESTES	2900 Charles Ave Dunbar, WV 25064 (304) 755-8124 x540	N/A	N/A
TUSCALOOSA DISTRIBUTION CENTER 3931 Rice Mine Rd NE Tuscaloosa, AL 35406 (205) 345-7419 x225	0145788920035	RH0231124	YRC UPS OLD DOMNINON ESTES	10390 Technology Ave Cottondale, AL 35453 (205) 345-7419 x225	N/A	N/A
WILSONVILLE DISTRIBUTION CENTER 29555 SW Boones Ferry Rd Wilsonville, OR 97070 (503) 685-6013	0145788920080	N/A	YRC UPS OLD DOMNINON ESTES	29125 SW Casting St Wilsonville, OR 97070	N/A	N/A
WOODLAND DISTRIBUTION CENTER 1755 East Beamer St Woodland, CA 95776 (530) 661-1800 x 124	0145788920080	RT0223874	YRC UPS OLD DOMNINON ESTES	280 North Pioneer Ave Woodland, CA 95776	N/A	N/A

**Purchase Orders will be issued to the building holding the DEA license; therefore, the order may be re-consigned to another building at the time of delivery.**



# Supplier Compliance Guide

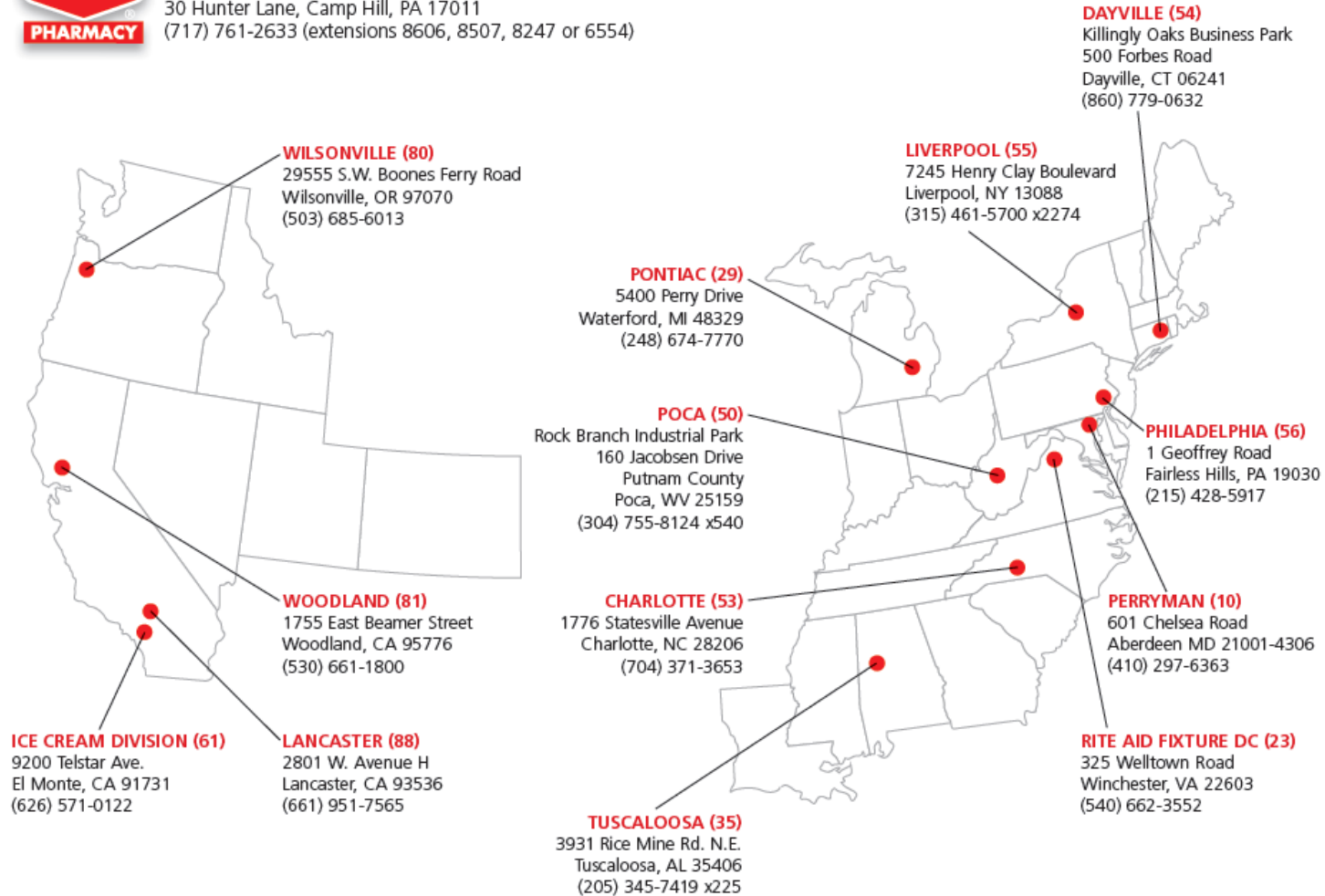
## III. DISTRIBUTION CENTER INBOUND SHIPPING & ROUTING



### Distribution Centers

CORPORATE TRANSPORTATION DEPARTMENT

30 Hunter Lane, Camp Hill, PA 17011  
(717) 761-2633 (extensions 8606, 8507, 8247 or 6554)



REV. 1/15

# Supplier Compliance Guide

## III. DISTRIBUTION CENTER INBOUND SHIPPING & ROUTING

### RITE AID PREFERRED LTL CARRIERS

#### Local Terminals Servicing Rite Aid Distribution Centers

DC	YRC	Estes	UPS	Old Dominion	DC	YRC	Estes	NEMF	UPS	Old Dominion
<b>Tuscaloosa AL</b>	99 Murphree Rd Birmingham AL 35217 205-841-6401	3901 16 <sup>th</sup> Ave North Birmingham AL 35234 205-841-9372	1690 Floyd Bradford Rd Trussville AL 35173 205-956-5050	601 Republic St Birmingham AL 35214 205-321-6124	<b>Dayville CT</b>	437 Middle St Middletown CT 06457 860-632-8899	539 Hartford Pike Shrewsbury MA 01545 508-845-8230	400 Division St Pawtucket RI 02860 401-723-4350	617 George Washington HWY Lincoln RI 02865 401-333-1221	80 Industrial Dr Cumberland RI 02864 401-334-9500
<b>Lancaster CA</b>	17401 Adelanto Rd Adelanto CA 92301 760-246-0091	9120 San Fernando Rd Sun Valley CA 91352 818-504-4155	91 W Easy St Simi Valley CA 93065 866-533-1069	3747 Gilmore Rd Bakersfield CA 93308 661-326-1369	<b>Aberdeen MD</b>	5101 Washington Blvd Baltimore MD 21227 443-543-0290	201 Chesapeake Blvd Elkton MD 21921 410-392-0328	3 Center Rd Northeast MD 21901 401-282-9588	250 Belle Hill Rd Elkton MD 21921 410-398-5089	2301 Hawkins Point Rd Curtis Bay MD 21226 410-354-9556
<b>Woodland CA</b>	4200 W Capitol Ave W. Sacramento CA 95691 916-371-4555	5411 Raley Blvd Sacramento CA 95838 916-991-4570	900 E ST West Sacramento CA 95605 866-510-7286	2920 Oates St W Sacramento CA 95691 916-617-2884	<b>Liverpool NY</b>	6990 Northern Blvd E Syracuse NY 13057 315-463-7500	7200 Schuyler Rd E Syracuse NY 13057 315-452-9505	7201 Schuyler Rd East Syracuse NY 13057 315-452-5611	6446 Terminal Rd East Syracuse NY 13057 315-452-1220	5959 Court St Rd Syracuse NY 13206 315-463-0029
<b>Waterford MI</b>	7701 W Jefferson Ave Detroit MI 48209 313-843-1900	9911 Harrison St Romulus MI 48174 734-946-0374	6150 Inkster Rd Romulus MI 48174 313-295-1300	1163 Souter St Troy MI 48083 248-577-5213	<b>Poca WV</b>	2201 6th Ave. Charleston WV 25312 304-344-8730	505 35 <sup>th</sup> St W Charleston WV 25312 304-744-2195		McJunkin Rd Nitro WV 25143 304-755-9133	131 Marshall Ave Dunbar WV 25064 304-768-1017
<b>Charlotte NC</b>	1200 Ambler Dr Charlotte NC 28206 800-665-0462	11000 Reames Rd Charlotte NC 28269 704-597-9130	5204 N Graham St Charlotte NC 28269 704-597-6000	3330 Stafford Dr Charlotte NC 28208 704-399-2251	<b>Philadelphia PA</b>	2627 State Rd Bensalem PA 19020 215-245-2360	4095 Blanche Rd Bensalem PA 19020 215-244-0888	1618 Union Ave Pennsauken NJ 08110 856-486-0011	525 Imperial Ct Bensalem PA 19020 215-245-7110	1300 Suckle Highway Pennsauken, NJ 08110 856-663-6611
<b>Wilsonville OR</b>	10510 N Vancouver Way Portland OR 97217 503-289-8800	5820 N. Basin Ave Portland OR 97217 503-285-4470	11818 NE Marx St Portland OR 97220 503-254-5327	9010 NE 13th Ave Portland Or 97211 503-240-2680						

#### Rite Aid Preferred LTL Carrier National Account Representatives

**UPS Ground (Small Parcel)**  
Customer Service  
riteaid@ups.com

**UPS Ground (Freight)**  
Customer Service  
upsfreightrightaid@ups.com

**YRC**  
Michael Guarino  
Michael.guarino@yrcfreight.com

**NEMF**  
George Casiano  
gcasiano@nemf.com

**Estes Express**  
Walter Stawaris  
Walter.stawaris@estes-express.com

**Old Dominion**  
Joseph Prebula  
Joseph.prebula@odfl.com

# Supplier Compliance Guide

## IV. ACCOUNTS PAYABLE

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This section outlines important information for new Supplier setup, changes in Supplier information, invoice requirements and payment policies. Accurate information will ensure timely invoice processing.

### SUPPLIER INFORMATION - NEW SUPPLIERS

New Suppliers cannot be added to the Rite Aid Supplier File until the Supplier has been designated as an “Authorized” Supplier by a Rite Aid Category Manager. Each Supplier must meet all of Rite Aid’s Supplier insurance and product liability requirements as confirmed by our Risk Management Department. Furthermore, approval from the Rite Aid Accounts Payable and Treasury Departments must be obtained to activate a Supplier within the Rite Aid Supplier File.

A Category Manager will work with the Supplier to complete the New Supplier Application and Information Form, which requires the following documents/agreements to be completed by Rite Aid and/or the new Supplier:

#### Warehouse and DSD Suppliers

- Defense and Indemnity Agreement
- Mutual Confidentiality Agreement (if applicable)
- Rite Aid Returns Agreement
- Rite Aid Guaranteed Sales Agreement
- Certificate of Insurance (Annually)\*
- EDI Trading Partner Profile Form (if applicable)
- IRS Form W-9
- Current Dun & Bradstreet Report

If you are not registered, you will need 3 letters of reference and a copy of the most current (within a year of the application date) audited financial statements. This may also be requested during the new Supplier approval process for potential Warehouse or DSD Supplier.

Each document/agreement required in the application process must be completed, signed, and returned to the Category Manager, at which time this information will be reviewed by Rite Aid Risk Management, Accounts Payable and the Treasury Department.

**Please note:** an updated “Certificate of Insurance” should be provided to the Accounts Payable Process Performance Department at 200 Newberry Commons, Eters, Pa. 17319 or to [aprocessperf@riteaid.com](mailto:aprocessperf@riteaid.com) within 10 days of current COI expiration.

Once all Rite Aid requirements are met, the Supplier will be approved and added to Rite Aid’s Supplier File after which the Category Manager will be able to generate Purchase Orders. Suppliers must provide a single address for all Rite Aid remittances.

In addition to these documents, the Category Manager will provide each new Supplier with the following documents:

- Rite Insight, InfoAccess.net
- Supplier Compliance Guide
- Rite Aid Price Change Form
- EDI Process – New Supplier Document
- Rite Aid Distribution Center Map
- Shipment Routing Guide

# Supplier Compliance Guide

## IV. ACCOUNTS PAYABLE

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### SUPPLIER INFORMATION - CHANGES TO EXISTING SUPPLIER FILES

Changes to the corporate address, remit to address, name, or legal structure changes such as company mergers, company sold, Chapter 11 or going out of business must be communicated in writing on a company letterhead and signed by an authorized representative of your company. The letter must contain the following information:

- Your Company Name and DUNS Number
- Old Parent Company Name and New Parent Company Name
- Old Company Address and New Company Address
- Change of Remit Address
- Statement of What Is Transpiring

Written notification of changes of this nature must be sent to the appropriate Category Manager at:

Rite Aid  
Attn: \_\_\_\_\_  
30 Hunter Lane  
Camp Hill, PA 17011

### SUPPLIER INFORMATION – CHANGES TO REMIT TO ADDRESSES

The Supplier File will not be updated for remit address changes unless the written notification discussed above is provided to the Category Manager.

If there is a change in ownership and the new owner is not currently on our Supplier File as an approved Supplier, your company will be treated like a new Supplier and will be required to complete the new Supplier process and gain approval as set forth in previous paragraphs.

### SUPPLIER INFORMATION – PURCHASE ORDER / INVOICE PROCESSING

Rite Aid Accounts Payable is dedicated to paying all merchandise invoices within the established payment terms as well as providing the Suppliers with superior customer service. EDI 810 Invoice transactions are required of all Rite Aid Suppliers. Non-compliance penalties will be assessed per invoice infraction.

Listed below are the procedures that must be followed to make sure your invoices are paid on a timely basis:

1. Receive from Rite Aid a valid Purchase Order, either EDI or a printed purchase order form (phone orders, worksheets and verbal commitments are not valid).
2. Verify the accuracy of all Purchase Order details including cost price, payment terms, etc. Do not ship merchandise until all discrepancies on the Purchase Order have been corrected and proof of correction is provided to you by the category manager in the form of **a new Purchase Order** (cost and payment term differences are not reimbursable).
3. After shipping goods, submit invoices via the EDI 810 document. Do not begin transmitting 810's until the testing process is complete. For more information call the EDI contacts previously listed.
4. Multiple Distribution Center deliveries cannot be included on a single Purchase Order.
5. Each invoice for a Rite Aid Distribution Center receipt must correspond to one unique Purchase Order.
6. Multiple Purchase Orders may not be combined on a single invoice.
7. Items with extended terms must be invoiced separately.
8. Suppliers may not invoice prior to shipment and must invoice only for the product shipped.
9. For DSD Suppliers, the Supplier is required to provide the store with a fully priced and extended paper invoice at time of delivery of merchandise. The invoice will reflect the same invoice number, invoice date, Rite Aid store #, shipping address and invoice total as that submitted via EDI (as discussed above).

# Supplier Compliance Guide

## **IV. ACCOUNTS PAYABLE**

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### **RITE AID PAYMENT POLICIES**

#### **Payment Amount Process**

Rite Aid will pay the lesser of the price listed on the applicable Purchase Order, the current invoice price, or the negotiated Market Level price (DSD Suppliers only).

#### **Payment Due Date Calculation**

The invoice due date will be calculated based upon Invoice Date or Receipt of Goods Date (whichever is later) and based upon the most favorable of the invoice or Purchase Order terms. Supplier terms will be standard across entities. Checks will not be sent via overnight services.

#### **Cash Discount Calculations**

Rite Aid will calculate the cash discount on an invoice's gross value of merchandise prior to discounts and allowances.

#### **Timing of Deductions**

Rite Aid may take an additional 30 days dating without loss of discount for any invoice that is not equal to or less than each item price indicated in the Purchase Order or the Market Level Pricing system (DSD Suppliers only).

#### **Shipping Discrepancies**

Deductions will be taken for quantity variances by shipment / picking error, shortages, and damaged merchandise. Adjustments for Supplier shortages or damages, observed at the time of receipt at a Rite Aid location, will be documented at that time. Where inspection of product is not feasible or permitted, undisclosed shortages or damages subsequently discovered during the Rite Aid receiving process, will result in an adjustment to the Supplier billing.

#### **Other Deductions**

Rite Aid reserves the right to deduct from outstanding Supplier payables for allowances, bill backs, returns, post audits, coupons rejected by manufacturer's processor and other receivables including assessments and fees. Rite Aid also reserves the right to request payment by check on balances past due.

#### **Shipping Requirements**

All merchandise is required to be shipped in accordance with Rite Aid's Transportation Guidelines (See Section III: Shipment & Routing Instructions). Penalties will be assessed and deductions will be taken for violations of these guidelines.

#### **Invoice Copies (DSD only)**

All DSD shipments must contain a copy of the invoice, which should include an invoice number, date, cost, and Rite Aid store number. A separate invoice copy must be sent to the corporate office either through the EDI process or as paper.

### **RITE AID POST AUDIT POLICY**

Rite Aid conducts Post Audits of all aspects of its payable units. Rite Aid reserves the right, as protected under Article 2-725 of the UCC, to file claims within forty-eight (48) months of the event. Rite Aid auditors submit all claims in writing to our Suppliers and allow the Suppliers 30 days to review and respond to the claims before any deduction is initiated. All issues must be resolved in 60 days.

### **SUPPLIER INQUIRIES AND CORRESPONDENCE**

Supplier telephone and letter inquiries regarding accounts payable transactions, balances, and discrepancies should be directed to the Warehouse or DSD Accounts Payable Department. A number of accounts payable correspondents are available to process Supplier inquiries and problems.

# Supplier Compliance Guide

## **IV. ACCOUNTS PAYABLE**

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### **SUPPLIER INQUIRIES AND CORRESPONDENCE cont.**

Our correspondents work with a continuous backlog of Supplier inquiries; therefore, wherever possible, Suppliers should state their situation in writing, attach supporting documentation to their written inquiry, and send their package to the Warehouse or DSD Accounts Payable Department, whichever is applicable. Allow 6-8 weeks for response. Except for emergency situations, telephone inquiries will be logged and processed by our correspondents based upon their backlog agenda and the time and date of the telephone inquiry.

Initial inquiries sent by facsimile transmissions (fax) will also be processed based upon our backlog agenda. To be fair to all Suppliers, fax inquiries will not be inserted into our processing schedule ahead of written and/or telephone inquiries.

Rite Aid must be notified in writing of any invoice payment dispute within thirty (30) days of the check date.

Supplier correspondence on open invoices must be initiated within six (6) months of the initial invoice date.

### **RITE AID ACCOUNTS PAYABLE CONTACTS**

**Phone:** Please call (717) 761-2633 and follow the prompts to reach the appropriate party within Accounts Payable.

#### **Warehouse Accounts Payable (For Distribution Centers Deliveries)**

**Mail:** Rite Aid  
PO Box 8432  
Harrisburg, PA 17105-8432  
**Email:** [Warehouseap@riteaid.com](mailto:Warehouseap@riteaid.com)  
**Fax:** (717) 972-3985

#### **DSD Accounts Payable (For Direct Store Deliveries)**

**Mail:** Rite Aid  
PO Box 8431  
Harrisburg, PA 17105-8431  
**Fax:** (717) 975-5901

#### **Expense Accounts Payable (Non-Merchandise)**

**Mail:** Rite Aid  
PO Box 8431  
Harrisburg, PA 17105-8431  
**Fax:** (717) 975-5919  
**Email:** [Expenseap@riteaid.com](mailto:Expenseap@riteaid.com)  
**Phone:** General Inquiries (717) 761-2633 x8736, 1099 Inquiries (717) 730-8301

#### **Vendor Billing**

**Mail:** Rite Aid  
PO Box 3165  
Harrisburg, PA 17105  
Attn: AP Acctg & Analysis  
**Fax:** (717) 730-8273  
**Email:** [vendorbilling@riteaid.com](mailto:vendorbilling@riteaid.com)

#### **Process Performance**

**Mail:** Rite Aid  
200 Newberry Commons  
Etters, PA 17319  
**Fax:** (717) 975-5919  
**Email:** [aprocessperf@riteaid.com](mailto:aprocessperf@riteaid.com)

# Supplier Compliance Guide

## V. SUPPLIER MANAGEMENT PROGRAM

The Supplier Compliance Guide was established to elevate awareness of critical gaps in the supply chain flow for Rite Aid and our Suppliers. By simply creating an awareness of these key measurements, we will work together to resolve some of the challenges that prevent maximization of customer satisfaction.

As part of Rite Aid's commitment to continued improvement of supply chain performance, we continually review measures highlighting those areas that Rite Aid has determined to be of high priority. It is our objective to share only the most useful indicators of performance, focusing our attention on measurements that will result in the highest achievement standards throughout the supply chain. Rite Aid extends the invitation for every member of the Supplier community to schedule a visit to a Rite Aid Distribution Center to observe the receipt processing of their respective shipments, thereby affording an opportunity to observe our performance measurement criteria 'in action'.

It is our expectation that the Supplier Compliance Guide will provide an opportunity to investigate supply chain challenges. Through joint process improvements, Rite Aid is committed to working with our Suppliers, making every effort to continually improve performance. Please be aware every Purchase Order is accepted under the terms and conditions of the Supplier Compliance Guide.

Rite Aid's expense offset policy is intended to recover the cost incurred by Rite Aid due to Suppliers not meeting our standards. Expense offset charges include administrative fees PLUS a metric non-compliance fee, where applicable. Below you will find a complete listing of non-compliance issues and corresponding expense offset charge(s).

Rite Aid has identified two master Supplier non-compliance categories titled 'Performance' and 'Compliance'.

**Performance Metrics:** Performance metrics focus on Supplier-related shipping/transportation issues that directly impact DC related activities (i.e. manpower allocation and receipt processing efficiencies). Performance metric compliance violations are recorded ***per Purchase Order***. Performance expense offset charges (administrative fee + a metric non-compliance fee) will be applied to each Supplier's AP account as a line-item deduction and are applied as DC Credits to offset the additional expense necessary for processing non-compliant receipts.

**Compliance Metrics:** Compliance metrics focus on performance that directly impacts service levels (i.e. fill rates, on-time shipments, and ASN accuracy) and DC related activities (i.e. manpower allocation and receipt processing efficiencies). Compliance metrics are reported ***on a monthly basis***. Compliance expense offset charges (a metric non-compliance fee per PO) will be applied if the Supplier fails to meet the Supplier Compliance performance expectations, as determined by Rite Aid.

In your review of each metric, please take the time to understand what each metric and associated infraction represents. If you have any questions, please contact the appropriate Compliance Analyst or send your inquiry to [Vendormgmt@riteaid.com](mailto:Vendormgmt@riteaid.com).

### PEFORMANCE METRIC DEFINITIONS

Performance metrics are measured per occurrence or per Purchase Order receipt and are reported daily. The Performance Metrics and definitions are listed below. To determine the expense offset for each metric, please see Section VI, Expense Offsets, page 58.

- **Shipped to Wrong RA Center** is defined as any product arriving at a Rite Aid center that was intended to arrive at another Rite Aid facility or non-Rite Aid center.
- **Shipped Cancelled PO** is defined as a purchase order that arrived at a Rite Aid center which was cancelled.
- **Packing List / BOL Missing** is defined as a purchase order that arrives without a packing list (PL) / bill of lading (BOL) listing the item receipt details.

# Supplier Compliance Guide

## V. SUPPLIER MANAGEMENT PROGRAM

### PERFORMANCE METRIC DEFINITIONS cont.

- **Pack List/BOL Unusable** is defined as damage to the PL/BOL so that the information cannot be interpreted (i.e. torn, weathered, poor print quality, missing pages) OR when the PL/BOL is missing requirements OR contains more than one purchase order
- **No UPC on Item or Unscannable UPC** is defined as the physical product at the item level that does not have a UPC number or does not have a scannable bar code.
- **Incorrect UPC on Item** is defined as the physical product at the item level that does not have the correct UPC bar code and/or number.
- **Item Not Ordered or Cancelled on PO** is defined as an item or items that arrived and was not ordered or was cancelled.
- **Damaged Item** is defined as product that arrived in a non-saleable condition. “Non-saleable” is defined as not desired to be purchased by the consumer due to the product and/or its packaging being altered creating concern for dissatisfaction.
- **Overage per PO Quantity** is defined as a quantity of product that arrived which is greater than the amount listed on the purchase order.
- **Overage per Pack List/BOL Quantity** is defined as a quantity of product that arrived which is greater than the amount listed on the Packing List / BOL.
- **Shortage per Pack List/BOL Quantity** is defined as quantity of product that arrived which is less than the amount listed on the Packing List / BOL.
- **Short-Dated Item Shipped** is defined as product that arrived with dating that fails to meet the requested minimum date for that particular item or product line.
- **Out-Dated Item Shipped** is defined as product that arrived with dating that is beyond the requested minimum date for that particular item or product line.
- **Incorrect CSPK Quantity** is determined when the number of selling units inside the case does not match the number of units indicated on purchase order.
- **Carton Markings / Missing or Inaccurate** is defined as any carton received without the required information.
- **Damaged Pallet** is defined as a pallet that arrives at a Rite Aid facility that is damaged or unusable.

### EDI METRIC DEFINITIONS

EDI metrics are measured on a monthly basis. The information is updated the first of each month and is available on the Compliance Scorecard.

- **Purchase Order Non-compliance:** All Purchase Orders are required to be received via Electronic Data Interchange (EDI). For more information, email [edi@riteaid.com](mailto:edi@riteaid.com) or go to <http://www.riteaidediservices.com>
- **ASN Non-compliance:** All shipments received in Rite Aid Distribution Centers are required to be preceded by an Advanced Ship Notice (ASN) via EDI.
- **Invoice Non-compliance:** All invoices against Rite Aid Purchase Orders are required to be entered into Accounts Payable system via EDI.

**All Suppliers MUST initiate and complete their EDI testing and be in production within 30 days after the ETA date of their initial Purchase Order(s).**

### COMPLIANCE METRIC DEFINITIONS- *effective June 1st, 2015.*

Compliance metrics are reported on a monthly basis. The information is updated on the seventh of each month and is available on the Compliance Scorecard report. Suppliers are responsible for obtaining the Rite Aid Distribution Holiday Schedule to ensure deliveries are made on time throughout the year. The holiday schedule may be found on the Rite Aid Supplier Portal (<https://raportal.riteaid.com/RA/RAPORTAL/ramn0001.aspx>), under Supplier Management and Supplier Documents.



# Supplier Compliance Guide

## **V. SUPPLIER MANAGEMENT PROGRAM**

### **COMPLIANCE METRIC DEFINITIONS cont.**

- **On-time Initial Receipt Fill Rate:** The percent of units received to the total units ordered on the PO by the expected delivery due date based upon the initial DC receipt. The on-time initial receipt unit fill rate pertains to the first substantial receipt defined as 5% or more of the total Purchase Order quantity and not accumulated receipts. The supplier is expected to fill the PO completely and on-time, but a PO will not be considered non-compliant unless <96% of the total units ordered on the PO are not delivered by the PO due date.
- **On-time PO Arrival:** A Purchase Order is considered On-Time when the total quantity received is equal to or greater than 90% of the total Purchase Order quantity and was received on or before the due date.
- **On-time Appointment:** Appointment met by the scheduled date/time to the appointment made. “Time” is defined as the specific dock time that was assigned. On-Time Appointment values: YES (On-Time), NO (Late, Late Cancel or No Show). In the event that a carrier arrives prior to their scheduled appointment time, effort will be made to expedite unloading; however, early arrivals are subject to DC capacity constraints.
  - **On-Time** – Delivery on the date requested and within one (1) hour of the designated appointment time.
  - **Late** – Delivery on a date after requested and/or later than one (1) hour of the designated appointment time.
  - **Late Cancel** – Delivery appointment is cancelled less than 48 hours prior to the delivery time.
  - **No Show** – Delivery is not made and appointment is not re-scheduled.
- **Failure to Acknowledge EDI 850 PO w/EDI 997 within 24 hours:** EDI 997s must be received within 24 hours of Purchase Order transmittal date and time. (Rite Aid weekends and recognized holidays are adjusted into expected arrival dates and times.)
- **ASN not received within 24 hours of Supplier ship date/time:** Advanced Ship Notices (ASN) must be received via EDI within 24 hours of the Purchase Order ship date and time. (Rite Aid weekends and recognized holidays are adjusted into expected arrival dates and times.)

### **SUPPLIER INQUIRIES AND CORRESPONDENCE**

For questions relating to Rite Aid’s Supplier Management Program, please contact the appropriate Compliance Analyst or [Vendormgmt@riteaid.com](mailto:Vendormgmt@riteaid.com) and include the supplier number and name in the subject line of the email.

**All inquiries pertaining to Supplier violations must be received within 90 days of the date of the violation. Inquiries received after 90 days of the infraction date will not be reviewed.**

Please contact the appropriate Compliance Analyst or [Vendormgmt@riteaid.com](mailto:Vendormgmt@riteaid.com) using the Compliance Dispute Form. All listed information for the infraction to be disputed should be included on the form and sent to the appropriate Compliance Analyst or [Vendormgmt@riteaid.com](mailto:Vendormgmt@riteaid.com). The form can be found on the Rite Aid Portal under Supplier Management and Supplier Documents.

All back up documentation is available on the Rite Aid portal (<https://raportal.riteaid.com>) under the Supplier Management / Supplier Scorecard report options ‘Summary by Month, Performance by Day, Fee Review by Date, Fee Review by Invoice and Fee Review by PO’.

### **SUPPLIER REQUESTS FOR CONTACT UPDATES**

Please forward all requests for additional contacts, deletion of contacts, or to update contact information (new email addresses, etc.) to the appropriate Compliance Analyst or [Vendormgmt@riteaid.com](mailto:Vendormgmt@riteaid.com). Please use the ID Request form that is located on the Rite Aid Portal under Supplier Management / Supplier Documents. It is the supplier’s responsibility to have the appropriate contacts receiving email alerts.

# Supplier Compliance Guide

## V. SUPPLIER MANAGEMENT PROGRAM

### THIRD PARTY INQUIRIES AND CORRESPONDENCE

Rite Aid takes measures to ensure the privacy of Supplier statistics reported via the Supplier Management Program. Examples include using a secure server, requiring a user id and password, mandatory password changes every 45 days, and limited data views.

Performance inquiries from carriers or competitors are directed to the Supplier for response. Rite Aid does not share or publish a Supplier's performance statistics. We encourage our Supplier community to use the information we provide to hold carriers accountable for their performance and improve their competitive position.

If it is determined that the performance information Rite Aid provides is misused or misrepresented, we will clarify the objectives and operations of the Supplier Management Program in order to maintain the integrity of the program. While specific details will not be shared, general information regarding how the program was created, managed and reported will be shared to ensure all interests are fairly considered.

## VI. EXPENSE OFFSETS

*Changes in red italics are effective June 1st, 2015.*

NON-COMPLIANCE AREA	EXPENSE OFFSET FEES
<b>Purchase Order (PO)</b>	
Shipped to Wrong RA Center	\$160 admin fee + \$400 per shipment
Shipped Cancelled PO	\$160 admin fee + \$400 per purchase order
<b>Packing List/BOL</b>	
Packing List/BOL Missing	\$160 admin fee + \$150 per purchase order
Packing List/BOL Unusable	\$160 admin fee + \$150 per purchase order
<b>Item</b>	
No UPC on Item or Unscannable UPC	\$160 admin fee + \$2 per unit
Incorrect UPC on Item	\$160 admin fee + \$2 per unit
Item Not Ordered or Cancelled on PO	\$160 admin fee + \$150 per item occurrence
<i>Damaged Item</i>	<i>\$50 per occurrence</i>
Overage per PO Quantity	\$160 admin fee + \$150 per item occurrence
Overage per Packing List/BOL Quantity	Accepted: supplier pays freight
Shortage per Packing List/BOL Quantity	Deducted from invoice
Short-Dated Item Shipped	\$160 admin fee per item + \$2 per carton
Out-Dated Item Shipped	\$160 admin fee per item + \$2 per carton
<b>Carton</b>	
Incorrect Case Pack (CSPK) Quantity	\$160 admin fee + \$20 per carton
Carton Markings / Missing or Inaccurate	\$160 admin fee + \$2 per carton
<b>Pallet</b>	
Damaged Pallet	\$50 admin fee + \$50 per pallet
<b>EDI</b>	
Purchase Order Non-Compliance	\$50 per purchase order
ASN Non-Compliance	\$50 per purchase order
Invoice Non-Compliance	\$50 per invoice
<b>Compliance</b>	
<i>On-Time Initial Receipt Fill Rate Non-Compliance</i>	<i>\$150 per purchase order</i>
<i>On-Time Purchase Order Arrival Non-Compliance</i>	<i>\$150 per purchase order</i>
<i>On-Time Appointment Non-Compliance</i>	<i>\$150 per purchase order</i>
Failure to acknowledge PO w/EDI 997 within 24 hours	\$250 per purchase order
ASN not received within 24 hours (of Supplier Ship Date/Time)	\$250 per purchase order

# Supplier Compliance Guide

## VII. CODE OF ETHICS AND BUSINESS CONDUCT

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### Code of Ethics and Business Conduct: Putting Values into Action

To view Rite Aid's Code of Ethics and Business Conduct policy, select the link below:

[http://www.riteaid.com/www.riteaid.com/w-content/images/company/governance/code\\_of\\_ethics.pdf](http://www.riteaid.com/www.riteaid.com/w-content/images/company/governance/code_of_ethics.pdf)

### Ethics Compliance, Fraud, Waste & Abuse Prevention and Reporting



Rite Aid is committed to preventing fraud, waste, and abuse. To this end, all Rite Aid vendors and their agents or employees are required to follow Rite Aid policies and procedures regarding fraud, waste, and abuse in billing governmental programs that pay for healthcare. The full text of the policy titled New Jersey Fraud Waste and Abuse Laws, Sanctions, and Protections is set forth below and is available on the Rite Aid Supplier Portal. This policy must be reviewed and be made available to your agents and employees that conduct business within or with the State of New Jersey. To access Rite Aid's Supplier Portal, please visit [www.RiteAid.com](http://www.RiteAid.com), select *Our Company* then click on Supplier Portal.

In accordance with Rite Aid's policy, anyone who knows or suspects that fraud, waste, or abuse is occurring is required to report it without penalty. Numerous confidential reporting avenues have been established to report fraud, waste, and abuse included but not limited to calling the anonymous hotline at 1-888-RITE-CALL (1-888-748-3225) or visit us at [www.RiteAid.ethicspoint.com](http://www.RiteAid.ethicspoint.com).

Questions regarding Rite Aid's policy may be directed to:

Andy Palmer

Vice President, Compliance Monitoring & Privacy Officer

Rite Aid – 30 Hunter Lane, Camp Hill PA 17011

Phone: (717) 730-8272 / Fax: (717) 975-5994 / Email: [apalmer@riteaid.com](mailto:apalmer@riteaid.com)

OR

Audit Committee of the Board of Directors

Rite Aid Corporation

C/O Senior Director of Internal Assurance

P.O. Box 3165

Harrisburg, PA 17105

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### SCOPE

This policy applies to all associates that work in a Rite Aid store location and all members of Rite Aid field management, plus Rite Aid's business partners, vendors and their employees in the state of New Jersey only.

# Supplier Compliance Guide

## **VII. CODE OF ETHICS AND BUSINESS CONDUCT**

### **OVERVIEW**

Federal and state laws exist to save the government money by reducing fraud waste and abuse in billing governmental programs that pay for healthcare. These laws do several things that can be summarized as follows:

- Anyone (associates or vendors) who knows of fraud, waste or abuse in billing are required to report it
- There are penalties for failure to report
- There are protections from retaliation for people who report

Rite Aid is committed to the goal of eliminating fraud, waste and abuse and our policies reflect that commitment by addressing the goals of these laws through anonymous avenues for reporting, informing associates of their responsibilities and holding them accountable for failure to report and providing protections for people who report. Refer to the Associate Atlas for additional information about Rite Aid's Fraud Policy as well as Policies and Procedures for detecting Fraud, Waste, and Abuse.

All business conducted by Rite Aid, or on behalf of Rite Aid, will be done in compliance with the Federal Deficit Reduction Act and related federal and state laws. Further, in accordance with the Deficit Reduction Act, Rite Aid will establish and maintain policies related to preventing and detecting fraud, waste, and abuse. We also require that all those who conduct business for or on behalf of Rite Aid review and abide by the following:

- Federal False Claims Act and similar state laws
- "Whistleblower" protections under the law
- Rite Aid's policies and procedures for detecting and prevention fraud, waste, and abuse

All associates and vendors of Rite Aid will be informed of the laws regarding fraud and abuse and false claims and must report any issues immediately to 1-888-RITE-CALL (1-888-748-3225) or by contacting state or federal officials. In addition to federal laws designed to prevent and report fraud, waste and abuse in billing, New Jersey has several statutes for the same purpose but offering additional protections and penalties. They are summarized below.

### **New Jersey Medical Assistance and Health Services Act – Criminal Penalties, N.J.S. 30:4D-17(a)-(d)**

Provides criminal penalties for individuals and businesses engaging in fraud or other criminal violations relating to Title XIX-funded programs. They include both fines and imprisonment for the associate who submits the fraudulent claim.

### **Civil Remedies, N.J.S. 30:4D-7.h., N.J.S. 30:4D-17(e)-(i); N.J.S. 30:4D-17.1.a.:**

In addition to the criminal sanctions discussed above, violations of N.J.S. 30:4D-17(a)-(d) can also result in civil sanctions including recovery of overpayments and interest and potentially up to triple the amount of each overpayment and exclusion of the associate or the pharmacy who submits the fraudulent claim.

### **Health Care Claims Fraud Act N.J.S. 2C:21-4.2 & 4.3; N.J.S. 2C:51-5**

Provides criminal penalties for health care claims fraud, including claims with state funds:

- (a) A pharmacist who knowingly commits health care claims fraud may be fined up to 5 times the amount of the fraudulent claim and to permanent forfeiture of his or her license;
- (b) If an associate who is not a pharmacist commits health care claims fraud the associate may be fined up to 5 times the amount of the claim.

# Supplier Compliance Guide

## **VII. CODE OF ETHICS AND BUSINESS CONDUCT**

### **Conscientious Associate Protection Act- “Whistleblower Act”, N.J.S.A. 34:19-4**

New Jersey law prohibits an employer from taking any retaliatory action against an Employee if the Employee does any of the following:

- (a) Discloses, or threatens to disclose an activity, policy or practice that they reasonably believe is in violation of the law or, provides information involving deception of, or misrepresentation to pharmacists who report improper quality of patient care;
- (b) Provides information to any public body conducting an investigation, hearing or inquiry into any violation of the law; or provides information regarding any perceived criminal or fraudulent activity, policy or practice of deception or misrepresentation;
- (c) Objects to, or refuses to participate in, any activity, policy or practice which the Associate reasonably believes is in violation of the law or, pharmacists believe constitutes improper quality of patient care.

The protection against retaliation, when a disclosure is made to a public body, does not apply unless the Associate has brought the activity, policy or practice to the attention of a supervisor of the Associate by written notice and given the employer a reasonable opportunity to correct the activity, policy or practice. However, disclosure is not required where the Associate reasonably believes that the activity, policy or practice is known to one or more supervisors of the employer or where the Associate fears physical harm as a result of the disclosure, provided that the situation is emergent in nature.

### **New Jersey False Claims Act-N.J.S.A. 2C:32-1 et seq.**

The New Jersey False Claims Act (NJFCA) has similar provisions to the federal False Claims Act. For example, The Attorney General may bring an action against an individual or entity that makes a false claim. In addition, the NJFCA also allows for individuals to bring a private right of action in the name of the State against wrongdoers and be able to collect a penalty from those wrongdoers. Under the NJFCA, the civil penalties were increased from to \$2,000 per false or fraudulent claim to the federal level which is currently \$5,500 to \$11,000 per false or fraudulent claim under the NJ Medical Assistance and Health Services Act.

The NJFCA provides that a person will be liable for the same penalties as under the federal False Claims Act but to the State of NJ if that person:

- (a) Knowingly presents or causes to be presented a false or fraudulent claim for payment or approval;
- (b) Knowingly makes, uses, causes, or conspires to defraud the State by getting a false or fraudulent claim to be approved/paid;
- (c) Has possession, custody, or control of public property or money used by the State and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or true and accurate receipt;
- (d) Knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property; or
- (e) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the State.

### **Websites for Obtaining Additional Information:**

- Deficit Reduction Act – Public Law 109-171
  - [www.gpoaccess.gov/plaws/index.html](http://www.gpoaccess.gov/plaws/index.html)  
(insert “public law 109-171” in the quick search box)
- New Jersey Statutes
  - [www.njleg.state.nj.us](http://www.njleg.state.nj.us)

# Supplier Compliance Guide

## **VII. CODE OF ETHICS AND BUSINESS CONDUCT**

### **Websites for Obtaining Additional Information: cont.**

- U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Deficit Reduction Act
  - <http://www.cms.hhs.gov/DeficitReductionAct/>

Rite Aid has adopted various policies to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the privacy regulations, as well as to fulfill its duty to protect the confidentiality and integrity of confidential protected health information as required by law and professional ethics.

Rite Aid will investigate any claims of violations of confidentiality or possible breach of confidentiality of sensitive patient, customer, associate or company information. All associates, contractors and agents of Rite Aid are expected to comply and cooperate with Rite Aid's investigation and sanctioning of violations of HIPAA law, federal or state regulations, and Rite Aid HIPAA policy and procedures

## **VIII. IMPORT MANUAL**

This section outlines important procedures for Rite Aid's import Suppliers. Compliance to these procedures is mandatory. Please take the time and read each section carefully. Any deviations could result in a chargeback or other penalty. Please send copies of this section to all of your Suppliers, as well as keeping a copy on file for easy reference.

### **IMPORT DEPARTMENT CONTACTS**

Should you have any questions, please contact the Import Department:

Rite Aid  
30 Hunter Lane  
Camp Hill, PA 17011  
Phone: (717) 975-5860  
Fax: (717) 975-5939

### **SUPPLIER SET UP FORMS**

Rite Aid requires that any Supplier doing business with us must provide our Import department with:

- Rite Aid Supplier application – for new Supplier set-up only
- Rite Aid standard defense and indemnity agreement signed by an officer of the company.
- A certificate of insurance for minimum \$5.0 million coverage of general liability including products liability insurance with a Supplier's endorsement noted on, or attached to, the policy. Certificate must list Rite Aid as an additional insured.
- Rite Aid Mutual Confidentiality Agreement signed by an officer of the company
- International Policies of Rite Aid signed by an officer of the company.
- Customs Trade Partnership Against Terrorism (C-TPAT) Contact Information form for each potential factory.
- Rite Aid deduction agreements which authorize deductions via the GT Nexus/TradeCard Payment Platform
  - Rite Aid Returns Agreement
  - Rite Aid Promotional Funding Agreement
  - Rite Aid Loyalty Card Promotion and Funding agreement
- EDI/B2B Trading Partner Profile that must be completed even if you are not EDI capable.
- Written notification that you are registered on the GT Nexus platform.

# Supplier Compliance Guide

## QUOTATION SHEETS

**The rite aid import quote sheet must be completed in full detail before an item will be considered.**

Rite Aid's quote sheets should be sent directly to the category manager, or, if a buying agent is facilitating the transaction, the quote should be directed to the agent.

- Two original quotes with color photographs are required. Do not staple or glue photographs to the quote.
- The item description/intended use should answer the following:
  - What the item is used for
  - What the item is made of
  - A composition/cost breakdown is required
- The Harmonized Tariff System (HTS) number/classification should be ten digits and accurate. A composition / cost breakdown, features of the product and intended use of the product must be included to verify the tariff category designation and consequently the applicable rate of duty.
- Ocean freight rates vary according to the country of origin, FOB port and ultimate destination (U.S. east coast/west coast). Freight rates are based upon carton cube and weight. Please supply factual information as Rite Aid will use this to determine an estimated landed cost.
- Product quoted as assortments should so be represented by picture and description. Please make sure assortment color(s) and style(s) are detailed sufficiently on the quote sheet.
- Manufacturer's item number should be furnished on each import quote sheet. Please supply corresponding manufacturer's Universal Product Code (UPC) if available.
- No increase in pricing will be accepted after the quote is received and negotiated.

## MERCHANDISE SAMPLES

Merchandise samples are necessary to successfully conduct business in the international market. Failure to provide necessary samples can result in the cancellation of your order.

- All samples shipped to Rite Aid should be shipped "PRE-PAID". Any samples shipped "COLLECT" will not be accepted and any associated charges will be billed back to the Supplier.
- A "sample request" will be issued designating the anticipated number of samples required.
- All samples should be sent within three (3) weeks of receipt of sample request. Samples should be forwarded to:  
Rite Aid

451 St. Johns Road  
Camp Hill, PA 17011  
Attn: Seasonal Category Manager

- Each sample should be identifiable. Please affix a label to each item with the following information:
  - Supplier Name
  - Supplier Item Number
  - Supplier Item Description
  - Rite Aid Item Number (if repeat)
  - First Cost
- Samples may be used for the following:
  - Planograms
  - Video presentations to field personnel
  - Artwork
  - Advertising
  - Tariff classification
  - Product Selection

# Supplier Compliance Guide

## VIII. IMPORT MANUAL

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### PRODUCT QUALITY AUDIT

As part of our company's commitment to providing Rite Aid customers with safe, high quality merchandise, Rite Aid has implemented an import testing program. This program will be managed by Bureau VERITAS Consumer Products Services, Inc. Testing is required for all merchandise Rite Aid selects to purchase on a direct import basis.

Rite Aid policy requires that all products sold to Rite Aid are in compliance with applicable United States government regulations and industry standards (federal, state and local).

Testing will be required annually for all seasonal products. Additional testing may be required if:

- change in country of origin
- change in manufacturing site
- multiple factories/sites

When submitting items to Bureau VERITAS Consumer Products Services, Inc., Suppliers must request the review to be done in accordance with the Rite Aid Import Testing Program. Incomplete testing done on behalf of the Supplier or manufacturer will not be accepted.

- Samples should be delivered to Bureau VERITAS Consumer Products Services, Inc. in the Rite Aid account name.
- Rite Aid and Bureau VERITAS Consumer Products Services, Inc. will determine which tests are required based on commodity type.
- **Testing charges are for the account of the Supplier/manufacturer. Invoicing and payment arrangements will be managed by Bureau VERITAS Consumer Products Services, Inc.**
- Test results / reports will be forwarded to the Supplier and to Rite Aid.

Satisfactory testing will result in the issuance of a "Certificate of Approved Testing" by Rite Aid. This certification is indicated as a stipulation for payment on the GT Nexus platform.

- If testing is not satisfactory, the Supplier and Rite Aid will be notified. If, by chance, any of the products or goods have already been shipped or are in our Distribution Centers or stores, the Supplier shall accept return of all such product at their expense. Compensation to Rite Aid may include ocean freight, duty, broker's fees, drayage and any other costs that our Distribution Centers and/or corporate reverse logistics department may have incurred in processing returned goods.

**Testing will not alleviate defective product claims.**

**\*\*\*\*\*CONTACT YOUR RESPECTIVE RITE AID AGENT REPRESENTATIVE FOR A COMPLETE ADMINISTRATIVE PROCEDURES OVERVIEW\*\*\*\*\***

### FACTORY AUDITS

Rite Aid Corporation selects and maintains international Suppliers based upon many criteria, including price, quality and location. However, we also consider other factors, most importantly a Supplier's willingness and ability to conduct their operations in full compliance with all applicable laws and regulations of both the country in which they operate and those of the United States.

In addition to complying with applicable laws and regulations, Rite Aid also recognizes a Supplier's responsibility to be in compliance with the following requirement:

- *Supply Chain Security*: Suppliers should have a written security plan and regularly evaluate security procedures to protect the international supply chain from unauthorized access.



# Supplier Compliance Guide

## **VIII. IMPORT MANUAL**

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### **FACTORY AUDITS cont.**

Rite Aid views this requirement very seriously and the satisfaction of your obligation with respect to it is essential to establishing and maintaining a business relationship between our two companies. Rite Aid reserves the right to randomly audit our Suppliers' factories and/or warehouses to insure compliance with the requirements listed above. These audits may be performed by a third party and we expect your full cooperation with them. Refusal of an audit, failure to cooperate with an audit or failure of an audit may result in the termination of our business relationship.

### **ARTWORK AND PACKAGING**

It is the responsibility of the Supplier and/or agent to produce product artwork and packaging.

The cost of preparing artwork will be defined during purchase negotiations. Unless otherwise documented, the Supplier and/or agent will be momentarily responsible for artwork.

All expenses (including freight) for packaging proofs, which Rite Aid is to approve, will be absorbed by the Supplier and/or agent.

Packaging requirements/artwork will be advised to the Supplier. The Supplier must confirm packaging requirements/artwork thirty days prior to the required ship date.

### **UPC CODING**

**RITE AID HAS IMPLEMENTED SCANNING IN ALL OF ITS STORES. IT IS MANDATORY THAT EACH ITEM BE LABELED WITH A UNIVERSAL PRODUCT CODE (UPC). IN ADDITION, THE UPC MUST CONFORM TO ALL UCC STANDARDS.**

Manufacturer's UPC should be indicated on the Rite Aid Import Quote Sheet.

- Rite Aid will assign a Rite Aid UPC if a manufacturer's UPC is not available.

If an item's weight exceeds twenty five pounds (25 lbs), a detachable UPC code sticker must be applied.

- The sticker should have the same UPC code as the carton on it and should be removable (for the Rite Aid cashier to remove and scan). This is to aid point of sale scanning and improve inventory accuracy.

### **PURCHASE ORDERS**

All Purchase Orders will be issued at/by our Camp Hill Corporate Headquarters Office. Rite Aid will not issue payment for product or services that are not defined on a Rite Aid Purchase Order.

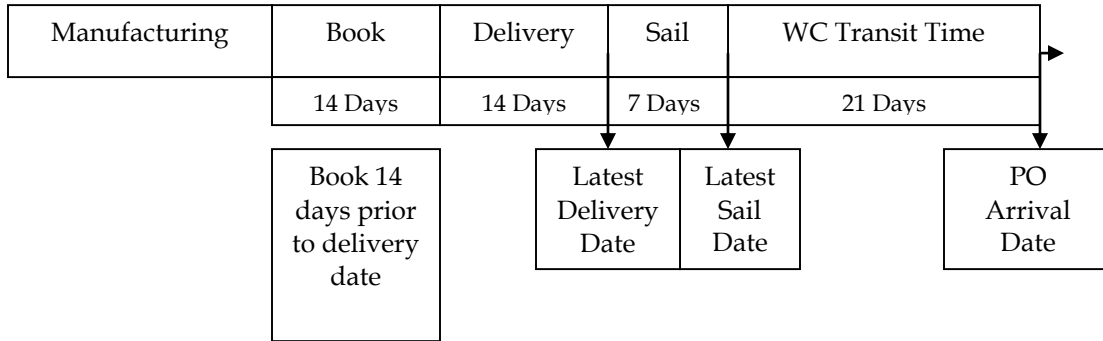
**All Purchase Orders must be confirmed by the manufacturer / beneficiary. This should be accomplished on the GT Nexus platform within ten (10) days of issuance of the order.**

The Purchase Order indicates a "Date to Arrive". This date is defined as the date Rite Aid requires the product to physically be available at the Distribution Center facility. The following is how Rite Aid calculates an expected delivery schedule:

# Supplier Compliance Guide

## Rite Aid West Coast Distribution Facilities Wilsonville, OR; Woodland, CA; Lancaster, CA; Long Beach, CA

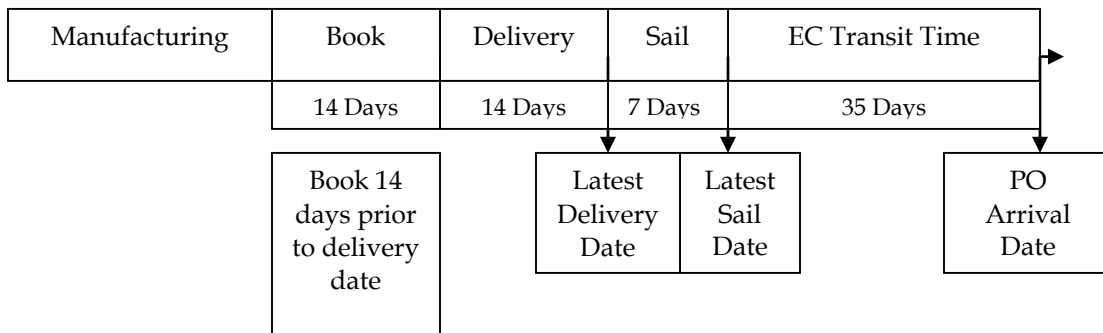
- Booking Window (CFS, CY) = Purchase Order Arrival Date minus 43-49 days
- Delivery Window (CFS,CY)= Purchase Order Arrival Date minus 29-42 days
- Sailing Window (CFS,CY) = Purchase Order Arrival Date minus 22-28 days
- Latest Sail Date = Purchase Order Arrival Date minus 21 days
- Transit Time = 21 days



All cargo must be booked no later than 14 days prior to cargo delivery date. At the time of booking, YUSEN Logistics will advise the designated carrier’s cutoff date and time for your shipments. Cargo must be delivered by this date and time to insure it sails within the sailing window.

## Rite Aid East Coast Distribution Facilities Perryman, MD; Waterford MI; Tuscaloosa, AL; Poca, WV; Charlotte, NC; Dayville, CT; Liverpool, NY; Philadelphia, PA; Port Murray, NJ

- Booking Window (CFS, CY) = Purchase Order Arrival Date minus 57-63 days
- Delivery Window (CFS,CY)= Purchase Order Arrival Date minus 43-56 days
- Sailing Window (CFS,CY) = Purchase Order Arrival Date minus 36-42 days
- Latest Sail Date = Purchase Order Arrival Date minus 35 days
- Transit Time = 35 days



All cargo must be booked no later than 14 days prior to cargo delivery date. At the time of booking, YUSEN Logistics will advise the designated carrier’s cutoff date and time for your shipments. Cargo must be delivered by this date and time to insure it sails within the sailing window.

Partial bookings and/or partial shipments are not permitted without pre approval from the Rite Aid Transportation Department. Early delivery of cargo IS NOT allowed.

Purchase orders for seasonal programs will be issued for one east coast DC (DC 16 Port Logistics, NJ ) and one west coast DC (DC 17 Long Beach, CA). Rite Aid has nominated Port Logistics to trans-load east coast import freight and YUSEN

# Supplier Compliance Guide

Logistics for west coast import freight from these points to each Rite Aid DC. Current Rite Aid DC's will be aligned as follows:

Port Logistics Location	Port of Entry	Rite Aid DC Served	
DC 16 East Deconsolidation Center Port Logistics 125 Castle Road Secaucus, NJ 07094	Elizabeth, NJ Newark, NJ Staten Island, NY	Perryman, MD Waterford, MI Tuscaloosa, AL Poca, WV Charlotte, NC	Dayville, CT Liverpool, NY Philadelphia, PA
DC 17 West Deconsolidation Center 2417 E. Carson Street Long Beach, CA 90810	Los Angeles, CA Long Beach, CA	Wilsonville, OR Woodland, CA Lancaster, CA	

Bookings, shipments and documentation for these two new distribution centers must meet the requirements of this Supplier Compliance Guide.

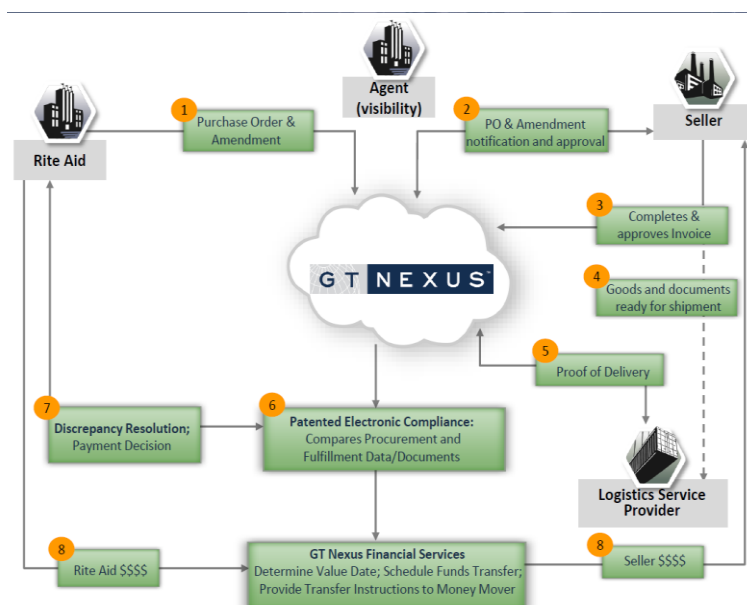
## RITE AID – GT NEXUS / TRADECARD FACT SHEET

GT Nexus is used to provide on-line financial process automation and financial settlement services for all Purchase Orders. GT Nexus is a hosted procurement-to-payment solution enabling the electronic purchase, reconciliation and settlement of goods and services. GT Nexus allows buyers and sellers to process and settle transactions securely, cost effectively and efficiently online. This method replaces both traditional Letter of Credit and open account approaches to offer your company the following benefits:

- Electronic delivery of Purchase Orders
- Automated creation of Commercial Invoice based on Purchase Order information
- Automated document compliance checking
- Real time visibility and reporting to all parties
- Improved communication among all parties
- Improved data quality across shipping documents
- Improved planning and reporting capabilities
- Payment assurance is available, if desired, for 100% of the value of an order
- Access to a variety of export financing options

Once you have completed the GT Nexus registration process, GT Nexus will assign a Client Manager to provide detailed training and ongoing support prior to your first transactions. In the meantime, please direct questions to Ted Williams (twilliams1@riteaid.com).

You may also visit [www.gtnexus.com](http://www.gtnexus.com) for additional information.



**Tradecard merged with GT Nexus in 2013-**  
**the workflow remains unchanged.**

# Supplier Compliance Guide

## VIII. IMPORT MANUAL

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### RITE AID – GT NEXUS FACT SHEET cont.

1. Purchase Orders are initiated by Rite Aid and sent electronically to GT Nexus.
2. Sellers will be notified of all new Purchase Orders, and asked to approve online.
3. Sellers create and approve Invoices on GT Nexus as goods are readied for shipment.
4. Goods and documents are sent to the Logistics Service Provider (LSP).
5. The Logistics Service Provider will issue a hardcopy Forwarders Cargo Receipt to the Seller once goods have been received and all document requirements have been met. The LSP will then transmit Proof of Delivery (POD) data to GT Nexus.
6. The GT Nexus automated compliance check will compare the shipment documents (Invoice and POD) to the procurement documents (Purchase Order, including any amendments).
7. After compliance has been run, Rite Aid will be alerted to review any discrepancies and approve or negotiate the Payment Authorization document. Once finalized, payment will be determined based upon the terms of the transactions.
8. Rite Aid wires payment to the GT Nexus payment service provider who then remits payment to your account at the bank you designate.

### GT NEXUS FREQUENTLY ASKED QUESTIONS

#### Who is GT Nexus/TradeCard?

GT Nexus / TradeCard is a provider of technology and services to automate the financial processes of a global supply chain. The GT Nexus solution aligns the documentary and financial requirements of a domestic or international trade transaction with the physical movement of goods, eliminating time-consuming and error-prone manual processes. By streamlining and enhancing the steps necessary for Purchase Order approvals, payment decisions and settlement, GT Nexus provides a cost-effective, practical and patented service for financial supply chain management. The GT Nexus network of partners allows it to facilitate services such as credit protection and trade finance in many countries.

GT Nexus, Inc. is headquartered in Oakland, CA with offices in the New York City, Hong Kong, Brussels, Taipei, Seoul and Tokyo.

Visit [www.gtnexus.com](http://www.gtnexus.com) for more information.

#### What are the minimum technical requirements needed for using GT Nexus/TradeCard?

GT Nexus members must have access to the World Wide Web and Internet email. Minimum Internet browser requirements are Netscape version 4.07 or higher and Internet Explorer version 4.0 or higher.

#### What are the terms and conditions of GT Nexus membership?

The terms and conditions of GT Nexus/TradeCard membership are defined in a set of agreements that all members are required to execute during the application process. Please visit [www.gtnexus.com](http://www.gtnexus.com) to complete your online registration and review and download the appropriate agreements.

#### How do we register with GT Nexus?

Being a part of the GT Nexus community begins with submitting a registration online. Once you have completed the online registration process, GT Nexus will work with you to set up your account and provide you with the necessary information to get you started.

Please return the original signed registration documents to your local GT Nexus office or to the Corporate Headquarter offices:

Corporate Headquarters  
1111 Broadway, 5th Floor  
Oakland, CA 94607  
Phone:+1 510 808 2222  
Fax:+1 510 808 2220  
Email:information@gtnexus.com

East Coast Office -New York,  
75 Maiden Lane, 12th floor  
New York, NY 10038  
Phone:+1 212 405 1800  
Fax:+1 212 405 1801

# Supplier Compliance Guide

## VIII. IMPORT MANUAL

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### GT NEXUS FREQUENTLY ASKED QUESTIONS cont.

#### **Who initiates a transaction on GT Nexus?**

Rite Aid will initiate transactions (and amendments) by sending an electronic copy of the finalized Purchase Order to GT Nexus. GT Nexus will then send you an e-mail with a link to review the Purchase Order for accuracy and approve it on the GT Nexus system.

#### **What documents are necessary for payment to take place?**

Your shipment of merchandise will take place as normal. You will be required to create an Invoice with commodity detail on the GT Nexus platform. The Logistics Service provider will automatically forward to GT Nexus data representing the Proof of Delivery.

#### **Who makes the payment decision?**

After GT Nexus's compliance check runs, all transactions that successfully pass compliance will be presented to Rite Aid for payment approval. In the event a discrepancy is identified then a Discrepancy Notice will be generated and both you and Rite Aid will be notified by email. Once any noted discrepancies are resolved the system will immediately trigger payment instructions based upon the terms of the Purchase Order.

#### **How are payments made?**

Rite Aid wires payment to GT Nexus's payment service provider who then remits payment to your account at the bank you designate.

#### **What is GT Nexus's role in the financing process?**

GT Nexus facilitates the financing request and payment process. GT Nexus provides the means for the seller to request financing and allows the financing bank view access to the transaction documentation to assist them in their financing decision. The seller and the financing bank negotiate the terms of their financing arrangement outside of the GT Nexus platform and the financing bank will indicate their decision on the on-line finance request. If the bank agrees to finance the transaction, by approving the finance request, GT Nexus will facilitate payment directly to the financing bank at time of settlement.

#### **Will credit protection be available for this transaction?**

Yes. GT Nexus has arranged for credit protection service through Coface, which can be purchased on a transaction basis. You will be asked if you want coverage at the time you approve the Purchase Order or Invoice on the GT Nexus platform and you can monitor your exposure to Rite Aid online in GT Nexus.

#### **What tools are used for workflow management?**

Users of GT Nexus have online access to a flexible event-driven workflow management engine. The system moves information within and between all parties on each transaction according to their own business rules and provides alerts to pending tasks through e-mail reminders. All parties can track the status of their transaction online, 24 hours a day.

#### **Who do I contact with questions?**

Please contact Ted Williams, Vice President Category Management at 717-975-5850 or at [-twilliams1@riteaid.com](mailto:-twilliams1@riteaid.com).

## COMMERCIAL SHIPPING DOCUMENTATION

**It is the responsibility of the supplier to provide the necessary required documentation for lawful import (transport) into the United States of America.**

The GT Nexus **commercial shipping invoice** must include the following information:

- The Seller – Complete name and address
- The Buyer – Complete name and address
- Full Item Description – Name by which item is known, the grade or quality, and the marks, numbers, and symbols under which sold by the seller or manufacturer to the trade in the country of exportation. Description should include what the item is made of (material component breakdown) and what the item is used for
- Quantity
- Value
- Currency
- Terms of Sale

# Supplier Compliance Guide

## VIII. IMPORT MANUAL

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### COMMERCIAL SHIPPING DOCUMENTATION cont.

- Country of Origin
- Manufacturer – Complete name and address
- Solid Wood Packaging Material (SWPM) – Statement that shipments originating, i.e. shipping, Hong Kong or China do not contain any SWPM
- Rite Aid Destination – Statement that all cartons have been marked with the respective destination (city/state) as it appears on the corresponding Purchase Order

If your shipment consists of any of the following regulatory merchandise, the appropriate statement must be included in the documents submitted to YUSEN Logistics. Failure to do so may result in delays when cargo arrives and associated charges, such as storage or demurrage, will be billed back to the Supplier.

- Trademark Agreement
- License Agreement
- Interim Footwear Invoice
- Quota Charge Statement
- Form A, Certificate of Origin
- GSP Declaration (General System of Preference)
- CCIB Certificate (China Commodity Inspection for stoneware lead content)
- TSCA Certificate (Toxic Substance Control Act)
- Impact Resistance Certificate (for glass lenses only)
- FDA Form 2877, including Accession Number
- C.I.T.E.S. (Committee on Internal Trade of Endangered Species (Fish and Wildlife))
- Cost Breakdown watches and clocks (movement, strap/band/bracelet, case \$ battery)
- Country of Origin
- Commodity Clearance issued by Bureau of Fisheries and Aquatic
- Anti-Dumping and Counter-Veiling Duty Statement (ACC/CVD statement)
- Clock/Watch Supplemental Information Form
- FCC form 740 (statement regarding the importance of radio frequency devices capable of causing harmful interference)
- UL (Underwriters Laboratory) Listing for Lighting

### COUNTRY OF ORIGIN MARKINGS

Every article imported into the United States must be marked in a conspicuous place legibly, indelibly and permanently as to the nature of the article permits and in a manner to indicate the country of origin of the article to the ultimate purchaser in the United States.

The general rules of origin currently define the country of origin for a good as the country in which it is manufactured, produced or grown. Further work or material added to the good in another country must affect “substantial transformation” of the good in order to change the country of origin. Substantial transformation means production which results in a new and different good that has a name, character and use different from those of its constituent materials.

The type and size printing “Made in (country of manufacture)” must be **equal to or larger than** that used for the Rite Aid name if both are to be printed on the package.

The country of origin marking and the Rite Aid name and address must be printed in close proximity on the packaging. This will alleviate any assumption by the consumer that the item is a product made in the United States of America. It is the Supplier’s responsibility to provide the correct country of origin markings on Rite Aid product(s), as required by all United States government regulatory agencies.

# Supplier Compliance Guide

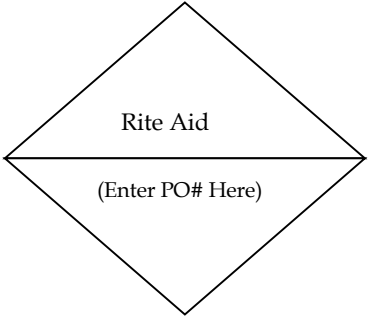
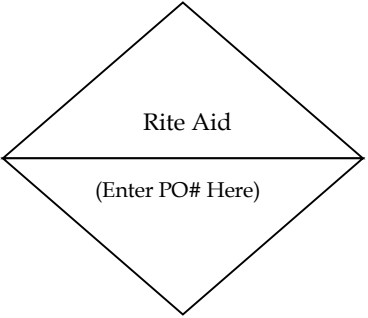
## VIII. IMPORT MANUAL

### TRANS-SHIPMENTS

Trans-shipment of merchandise is defined as the transfer of merchandise from the country of origin to an intermediary country prior to shipment to the destination country for purposes of legally or illegally achieving new country of origin status for the merchandise or to circumvent the foreign trade policies of the country of origin or the country of destination. This practice is illegal. Rite Aid will not knowingly import merchandise that that was trans-shipped through a second or third country in order to evade any laws or regulations of the United States or any laws or regulations of the country(s) of manufacture or exportation.

### CARTON MARKS

Import suppliers are required to mark all master cartons in the following manner. Printing must be done in block letters and numbers. *No handwritten letters or numbers.*

FRONT	SIDE
	
_____	_____
RITE AID ITEM #	RITE AID ITEM #
_____	_____
ITEM DESCRIPTION	ITEM DESCRIPTION
_____	_____
MFG. #	MFG. #
_____	_____
DESTINATION	DESTINATION
CARTON NO. _____ OF _____	MSTR. PACK
_____	INNER PACK
MADE IN	GROSS WT. (LBS)
SEASON NAME	NET WT. (LBS)
STORE SET DATE	LENGTH (IN) _____
	WIDTH (IN) _____
	HEIGHT (IN) _____
	CUBE (FT) _____

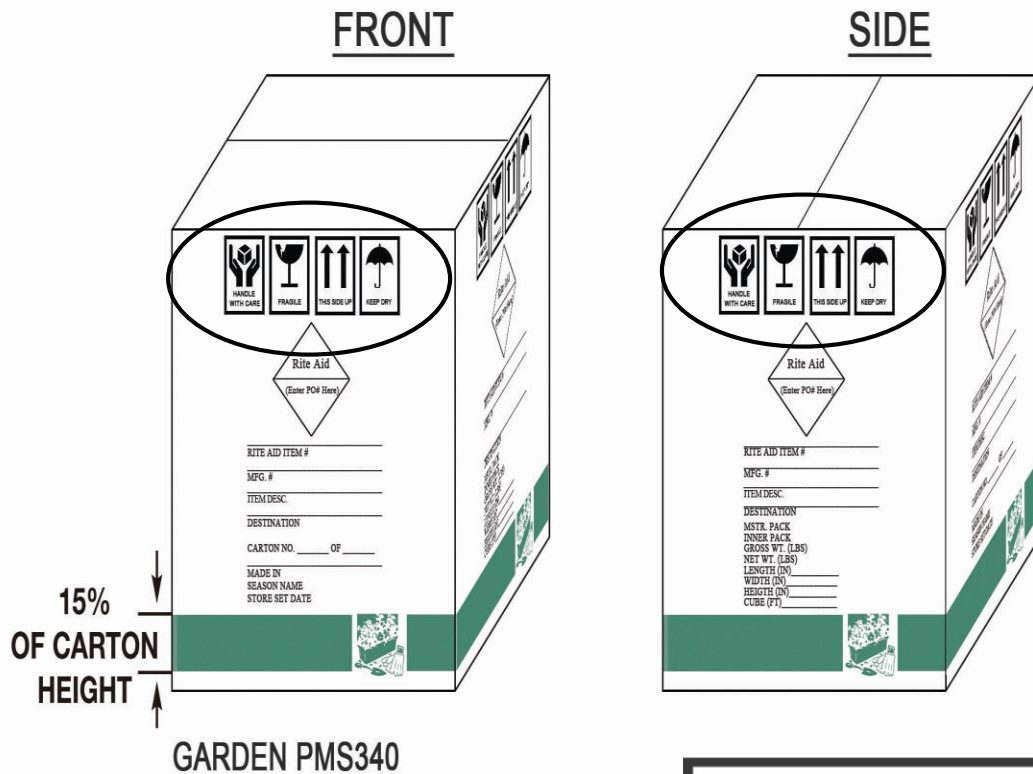
# Supplier Compliance Guide

## VIII. IMPORT MANUAL

### CARTON MARKS cont.

- All master packed cartons (including master pack with a single item) must be sealed; glue or stapled.
- Non shippable inner packs are not acceptable.
- Inner packs must include item number and description.
- If product is breakable and should be handled carefully, mark cartons **FRAGILE: HANDLE WITH CARE.** (Please see example of shipping mark below)

### RITE AID FRAGILE SHIPPING MARK



**Please Note:** All **GARDEN POTS MUST** have the following message box added to future shipments. All fragile shipping message boxes as shown above should also be on all cartons.



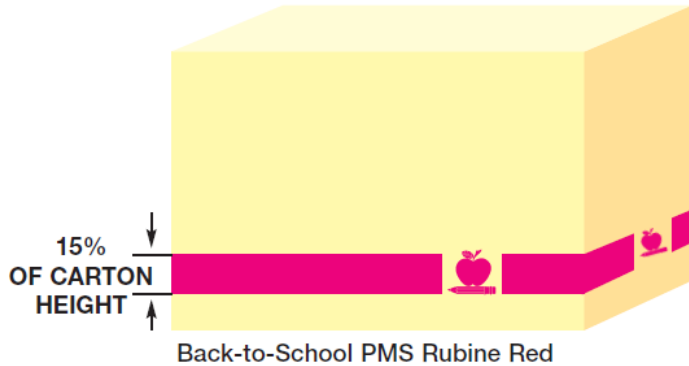


# Supplier Compliance Guide



## Seasonal Stripe Series

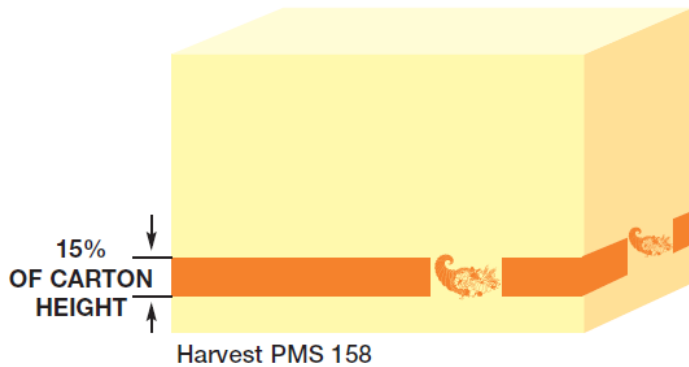
Remember: Stripe height to be 15% of carton height and print around front, sides, and back of carton



Rite Aid's new seasonal case labeling program will help our distribution centers identify and distribute seasonal products.

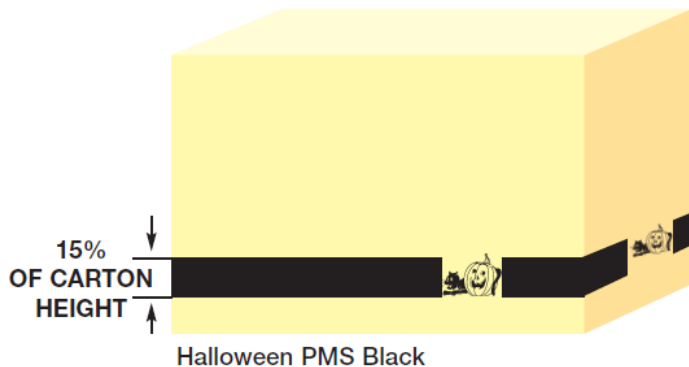
This new program will also help store managers identify and merchandise seasonal product on a timely basis.

Please print the appropriate colored icon stripe on all cartons containing SEASONAL, NON-PLANOGRAMED MERCHANDISE.



This step is critical in moving merchandise in and out of our distribution centers. ANY CARTONS WITHOUT THE STRIPE WILL NOT BE ACCEPTED AT OUR D.C.S.

Thank you for your cooperation.

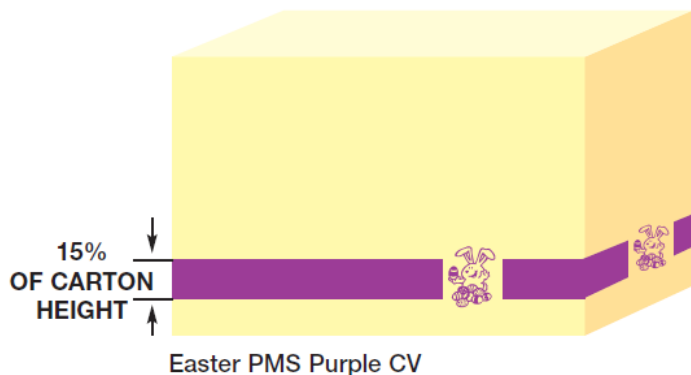


# Supplier Compliance Guide



## Seasonal Stripe Series

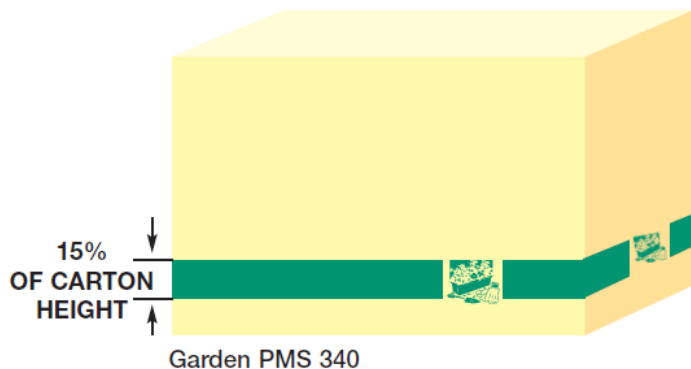
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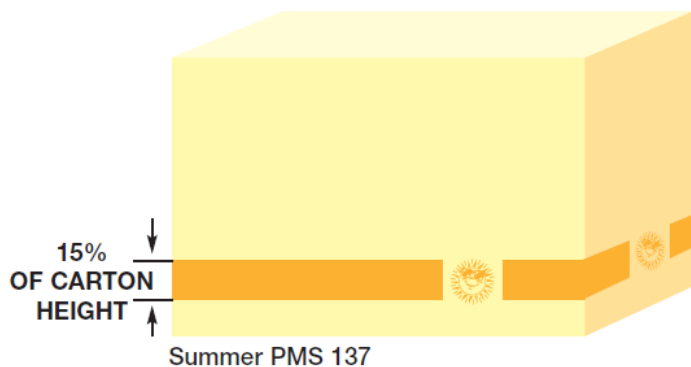
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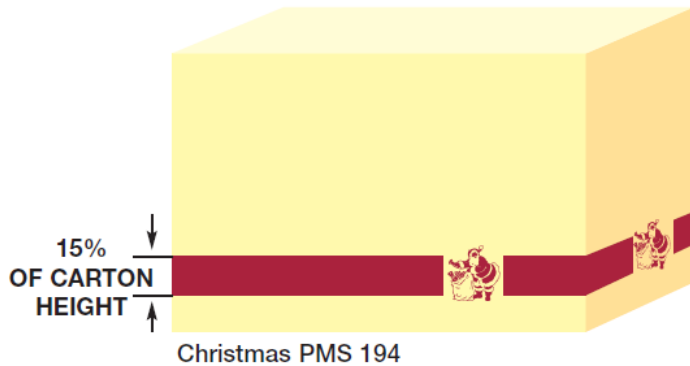


# Supplier Compliance Guide



## Seasonal Stripe Series

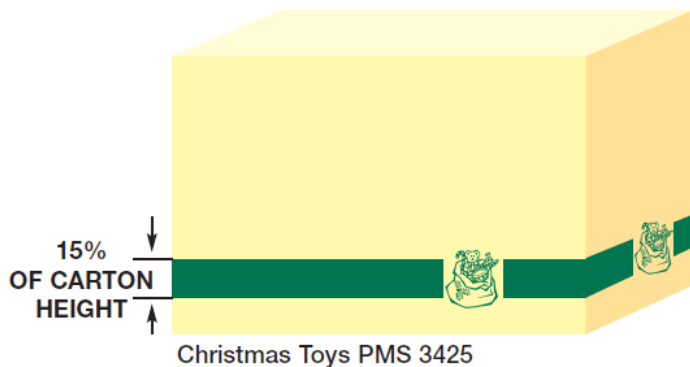
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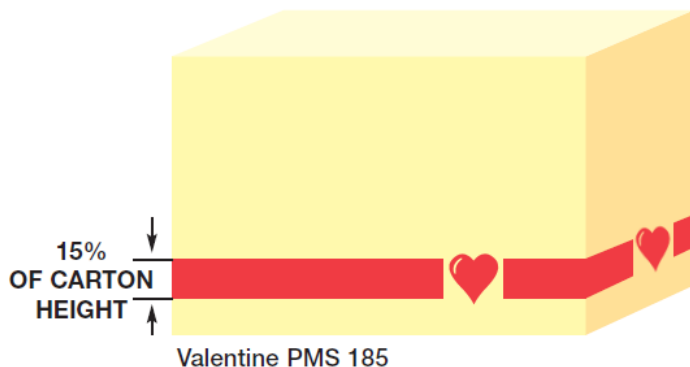
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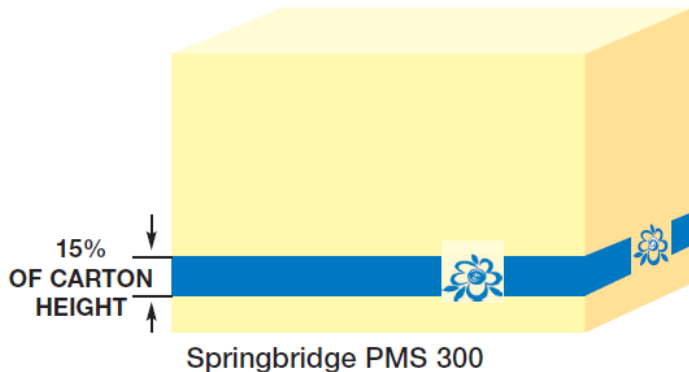


# Supplier Compliance Guide



## Seasonal Stripe Series

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Thank you for your cooperation.

### RITE AID CARGO BOOKING AND SHIPPING INSTRUCTIONS

**All shipments must be booked through our nominated freight forwarder, YUSEN Logistics. A contact list for YUSEN Logistics origin offices is provided in this manual.**

#### Cargo Booking

All bookings for Rite Aid cargo must be booked in YUSEN Logistics' e-Booking. E-Booking is a web based tool that allows Suppliers to make bookings, create documents and archive shipping information. Suppliers may create a booking by choosing a pre-populated Purchase Order from the database (preferred method) or they may manually create a Purchase Order, if necessary. The following details are necessary to create the booking:

1. Rite Aid Purchase Order number
2. Rite Aid item number
3. Quantity to be shipped
4. Number of cartons to be shipped
5. Cube and weight measurements for each item

New U. S. Customs and Border Protection 10+2 requirements mandate that the following data be supplied 24 hours prior to cargo loading on a vessel. It is the supplier's responsibility to provide accurate information in the YUSEN eBooking system at the time of booking:

# Supplier Compliance Guide

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### RITE AID CARGO BOOKING AND SHIPPING INSTRUCTIONS cont.

1. Manufacturer name and address
2. Seller name and address
3. Container stuffing location (CY/CY)
4. Stuffer (CY/CY)
5. Country of origin

Failure to provide accurate information may result in U.S. CBP penalties.

Bookings for factory loaded (FCL) shipments must meet the following requirements FOR EACH RITE AID DESTINATION:

Equipment	Minimum Volume	Maximum Cargo Gross Weight
20' Std.	27 cbm	16,326 kgs (36,000 lbs)
40' Std.	57 cbm	18,144 kgs (40,000 lbs)
40' High	68 cbm	19,051 kgs (42,000 lbs)
45' High	78 cbm	19,507 kgs (43,000 lbs)

Suppliers are required to adhere to the above cube and weight restrictions and may not load less than the minimum volume or more than the maximum weight without permission from the Rite Aid Transportation Department. Failure to comply will result in charge backs of any additional costs incurred by Rite Aid to rectify overweight containers upon arrival in the U.S.

**UNDER NO CIRCUMSTANCES SHOULD FREIGHT FOR MORE THAN ONE RITE AID DISTRIBUTION CENTER BE LOADED INTO A CONTAINER BY THE SUPPLIER WITHOUT PRIOR APPROVAL FROM THE RITE AID TRANSPORTATION DEPARTMENT. PRIOR APPROVAL IS ALSO REQUIRED FOR 20' SUPPLIER LOADED CONTAINERS.**

If a Supplier does not have sufficient quantity for a factory load, the cargo must be booked as a CFS shipment and delivered to YUSEN's CFS warehouse for consolidation with other Rite Aid freight. All CFS receiving charges are for the account of the Supplier.

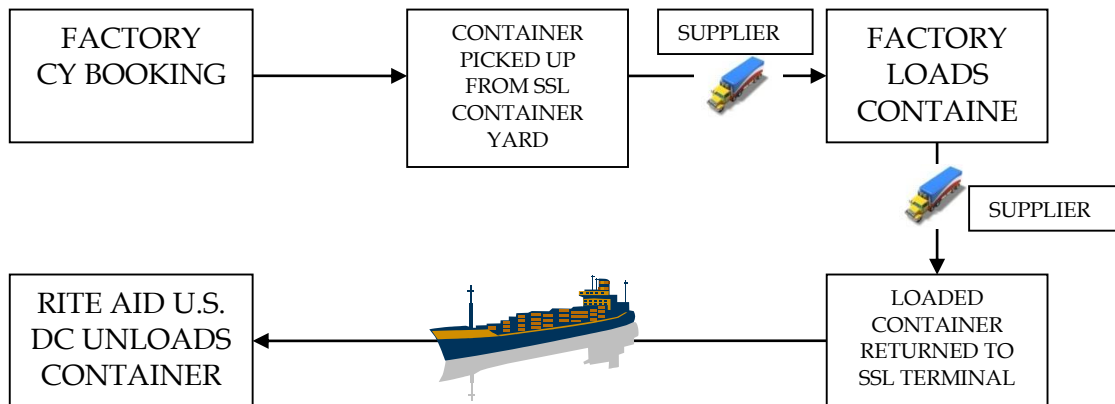
Within 24 hours (1 business day) after receiving the booking from the Supplier, the Shipping Order (S/O) will be released. If a discrepancy exists between the Supplier's S/O information and Rite Aid's Purchase Order information, the S/O will be released within 24 hours after all discrepancies have been resolved.

Suppliers are to book shipments within the booking window calculated from the Purchase Order Arrival date. With the seven day sailing window in mind, CFS freight should be delivered in week one of the delivery window so that there is time for YUSEN Logistics to consolidate the goods with other Rite Aid cargo arriving that week. If the booking is not made within this window, equipment and/or space on the vessel may not be available. The Supplier will be held accountable for not meeting the shipping window if the cargo booking window has not been met.

#### Cargo Delivery

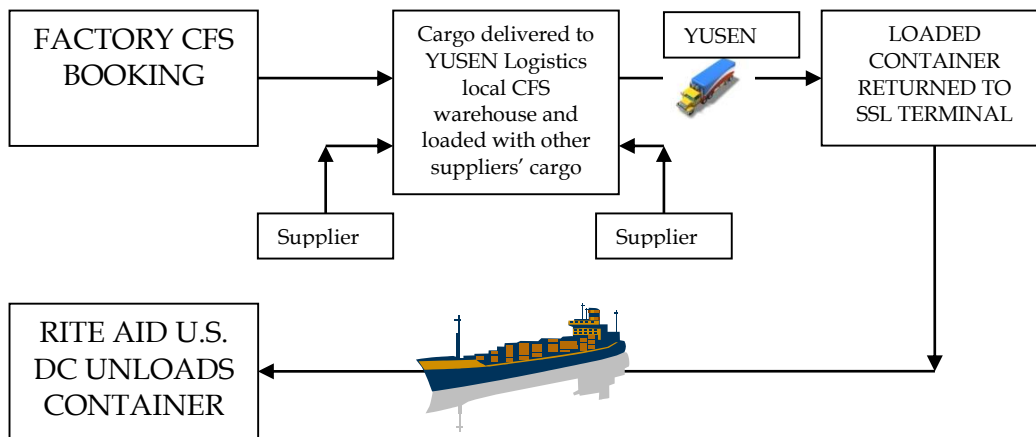
**CY Bookings** – If the Supplier has a full container load for a single Rite Aid Distribution Center, they may make a CY booking and request to load the containers at the factory. If approved, the Supplier is responsible for picking up the empty container from the carrier's terminal, loading it and delivering the loaded container back to the carrier's terminal. YUSEN Logistics will supply the Supplier with the information to pick up and deliver the container, including the carriers cutoff date and time.

# Supplier Compliance Guide



Before loading any container, the Supplier must conduct a security inspection that is compliant with Rite Aid C-TPAT requirements in order to verify the physical integrity of the container prior to loading. All Supplier loaded containers must be sealed with the high security seal provided by the steamship line at the Supplier’s premises before the container is transported to the CY location. The seal number must be recorded on the documentation provided to YUSEN Logistics. Any change in the original seal number must be communicated to YUSEN Logistics as soon as possible. In the case of shipments from China, the container must be sealed by the Supplier, but the seal may be broken and re-sealed by China Customs.

**CFS Bookings** – If the Supplier does not have sufficient cargo to make full container loads to a Rite Aid Distribution Center, freight must be delivered to YUSEN Logistics’ warehouse, who will arrange for shipment to the Rite Aid Distribution Center. It is the Supplier’s responsibility to deliver cargo to the YUSEN Logistics CFS warehouse. Upon arrival the cargo will be unloaded, sorted, counted and checked for damage. Cargo delivered in poor condition (wet/damaged/open) will be rejected by YUSEN and cargo will require remediation and re-delivery by the Supplier.



## Documentation

Three (3) complete sets of shipping documents must be presented to YUSEN Logistics **within three (3) business days of vessel departure**. The Packing List (PL), Container Load Results (CLR) and Forwarder Cargo Receipt (FCR) draft are required to be completed in e-Booking. Upon receipt of freight, receipt of all required documents and receipt of payment for origin charges, a FCR will be issued electronically from YUSEN Logistics to GT Nexus. The FCR is a required document for payment on the GT Nexus platform. YUSEN Logistics will collect any other necessary documents from the carrier or other 3PL and will forward the complete set of documents to the appropriate customs broker in the U.S. for entry.

# Supplier Compliance Guide

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### CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT)

As a certified member of Customs-Trade Partnership against Terrorism, or C-TPAT, Rite Aid has agreed to work with U.S. Customs and Border Protection to ensure the integrity of our supply chain and to communicate security guidelines to all of our business partners within our supply chain. Rite Aid requires all of our foreign manufactures to join forces with us in order to achieve a secure international supply chain. By focusing on the physical security of the purchase, production and transportation of imported good, we can achieve this goal. Rite Aid is asking all of our Suppliers to review the Rite Aid C-TPAT Business Partner Requirements below and agree to develop and implement a verifiable, documented program to enhance security throughout your supply chain. If you do not actually control a production facility, warehouse, or transportation entity, you must agree to communicate the requirements below to the service provider(s). Where practical, the relationship should be conditioned upon the acceptance and implementation of these guidelines

In conjunction with this, Rite Aid will begin a factory audit program which will include a C-TPAT security audit as well as a social compliance audit. We expect each of our Suppliers to act in accordance with the requirements of these audits and to comply with any factory inspection request from our third party auditors.

### RITE AID C-TPAT BUSINESS PARTNER REQUIREMENTS

#### Security Procedures

Rite Aid Corporation requires all business partners to demonstrate that they are meeting C-TPAT security criteria via the completion of a C-TPAT security questionnaire, signed by an officer of your company. Based upon a documented risk assessment process, non-C-TPAT eligible business partners are subject to verification of compliance with C-TPAT security criteria by the importer. Rite Aid reserves the right to visit or have a contracted third party visit foreign Supplier facilities.

#### Point of Origin

Rite Aid business partners must develop security processes and procedures consistent with the C-TPAT security criteria to enhance the integrity of shipments at point of origin. Periodic reviews of business partners' processes and facilities will be conducted by Rite Aid in order to ensure that these processes, procedures and facility standards are consistent with the security standards required by Rite Aid.

#### Participation/Certification in Foreign Customs Administrations Supply Chain Security Programs

Current and prospective business partners who have obtained a certification in a supply chain security program administered by foreign Customs Administrations are required to indicate their status of participation to Rite Aid.

#### Container Security

Container integrity must be maintained to protect against the introduction of unauthorized material and/or persons. At point of stuffing, procedures must be in place to properly seal and maintain the integrity of the shipping containers. A high security seal must be affixed to all loaded containers bound for the U.S. All seals must meet or exceed the current PAS ISO 17712 standards for high security seals.

#### Container Inspection

Procedures must be in place to verify the physical integrity of the container structure prior to stuffing, to include the reliability of the locking mechanisms of the doors. A seven-point inspection process **must be performed** for all containers:

- Front wall
- Left side
- Right side
- Floor
- Ceiling/Roof
- Inside/Outside doors
- Outside/Undercarriage

# Supplier Compliance Guide

## VIII. IMPORT MANUAL

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### RITE AID C-TPAT BUSINESS PARTNER REQUIREMENTS cont.

#### **Container Seals**

Written procedures must stipulate how seals are to be controlled and affixed to loaded containers - to include procedures for recognizing and reporting compromised seals and/or containers to US Customs and Border Protection or the appropriate foreign authority. Only designated employees should distribute container seals for integrity purposes.

#### **Container Storage**

Containers must be stored in a secure area to prevent unauthorized access and/or manipulation. Procedures must be in place for reporting and neutralizing unauthorized entry into containers or container storage areas.

#### **Physical Access Controls**

Access controls prevent unauthorized entry to facilities, maintain control of employees and visitors, and protect company assets. Access controls must include the positive identification of all employees, visitors, and Suppliers at all points of entry.

#### **Employees**

An employee identification system must be in place for positive identification and access control purposes. Employees should only be given access to those secure areas needed for the performance of their duties. Company management or security personnel must adequately control the issuance and removal of employee, visitor and Supplier identification badges. Procedures for the issuance, removal and changing of access devices (e.g. keys, key cards, etc.) must be documented.

#### **Visitors**

Visitors must present photo identification for documentation purposes upon arrival. All visitors should be escorted and visibly display temporary identification.

#### **Deliveries (including mail)**

Proper Supplier ID and/or photo identification must be presented for documentation purposes upon arrival by all Suppliers. Arriving packages and mail should be periodically screened before being disseminated.

#### **Challenging and Removing Unauthorized Persons**

Procedures must be in place to identify, challenge and address unauthorized/unidentified persons.

#### **Personnel Security**

Processes must be in place to screen prospective employees and to periodically check current employees.

#### **Pre-Employment Verification**

Application information, such as employment history and references must be verified prior to employment.

#### **Background Checks / Investigations**

Consistent with foreign, federal, state, and local regulations, background checks and investigations should be conducted for prospective employees. Once employed, periodic checks and reinvestigations should be performed based on cause, and/or the sensitivity of the employee's position.

#### **Personnel Termination Procedures**

Companies must have procedures in place to remove identification, facility, and system access for terminated employees.

#### **Procedural Security**

Security measures must be in place to ensure the integrity and security of processes relevant to the transportation, handling, and storage of cargo in the supply chain.

#### **Documentation Processing**

Procedures must be in place to ensure that all information used in the clearing of merchandise/cargo, is legible, complete, accurate, and protected against the exchange, loss or introduction of erroneous information. Documentation control must include safeguarding computer access and information.

#### **Manifesting Procedures**

To help ensure the integrity of cargo received from abroad, procedures must be in place to ensure that information received from business partners is reported accurately and timely.



# Supplier Compliance Guide

## VIII. IMPORT MANUAL

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### RITE AID C-TPAT BUSINESS PARTNER REQUIREMENTS cont.

#### **Shipping & Receiving**

Arriving cargo should be reconciled against information on the cargo manifest. The cargo should be accurately described, and the weights, labels, marks and piece count indicated and verified. Departing cargo should be verified against purchase or delivery orders. Drivers delivering or receiving cargo must be positively identified before cargo is received or released.

#### **Cargo Discrepancies**

All shortages, overages, and other significant discrepancies or anomalies must be resolved and/or investigated appropriately. Customs and/or other appropriate law enforcement agencies must be notified if illegal or suspicious activities are detected - as appropriate.

#### **Security Training and Threat Awareness**

A threat awareness program should be established and maintained by security personnel to recognize and foster awareness of the threat posed by terrorists at each point in the supply chain. Employees must be made aware of the procedures the company has in place to address a situation and how to report it. Additional training should be provided to employees in the shipping and receiving areas, as well as those receiving and opening mail.

Additionally, specific training should be offered to assist employees in maintaining cargo integrity, recognizing internal conspiracies, and protecting access controls. These programs should offer incentives for active employee participation.

#### **Physical Security**

Cargo handling and storage facilities in domestic and foreign locations must have physical barriers and deterrents that guard against unauthorized access. Importers should incorporate the following C-TPAT physical security criteria throughout their supply chains as applicable.

#### **Fencing**

Perimeter fencing should enclose the areas around cargo handling and storage facilities. Interior fencing within a cargo handling structure should be used to segregate domestic, international, high value, and hazardous cargo. All fencing must be regularly inspected for integrity and damage.

#### **Gates and Gate Houses**

Gates through which vehicles and/or personnel enter or exit must be manned and/or monitored. The number of gates should be kept to the minimum necessary for proper access and safety.

#### **Parking**

Private passenger vehicles should be prohibited from parking in or adjacent to cargo handling and storage areas.

#### **Building Structure**

Buildings must be constructed of materials that resist unlawful entry. The integrity of structures must be maintained by periodic inspection and repair.

#### **Locking Devices and Key Controls**

All external and internal windows, gates and fences must be secured with locking devices. Management or security personnel must control the issuance of all locks and keys.

#### **Lighting**

Adequate lighting must be provided inside and outside the facility including the following areas: entrances and exits, cargo handling and storage areas, fence lines and parking areas.

#### **Alarms Systems & Video Surveillance Cameras**

Alarm systems and video surveillance cameras should be utilized to monitor premises and prevent unauthorized access to cargo handling and storage areas.

#### **Information Technology Security**

##### **Password Protection**

Automated systems must use individually assigned accounts that require a periodic change of password. IT security policies, procedures and standards must be in place and provided to employees in the form of training.

##### **Accountability**

A system must be in place to identify the abuse of IT including improper access, tampering or the altering of business data. All system violators must be subject to appropriate disciplinary actions for abuse.

# Supplier Compliance Guide

## VIII. IMPORT MANUAL

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### RITE AID C-TPAT BUSINESS PARTNER REQUIREMENTS cont.

#### Conveyance Tracking and Monitoring at Origin

Rite Aid business partners must have procedures in place to monitor the transportation of cargo until the items are delivered to the export destination or to our freight forwarder, Yusen Logistics. Transporting the goods for export to the United States includes any domestic legs of the goods' journey in the country of origin to the Port of Export. Containers, trailers, or any other conveyance must be tracked to ensure the integrity of same is maintained. Examples of procedures to monitor freight while en route to the delivery destination are:

- Utilizing a tracking and monitoring activity log or equivalent technology. If driver logs are utilized, they must reflect that the conveyance integrity was verified.
- Identifying predetermined routes. Procedures should consist of random route checks along with documenting and verifying the length of time between the loading point/container pickup and the delivery destinations, during peak and non-peak times. Drivers should notify the dispatcher of any route delays due to weather, traffic and/or rerouting.
- Performing a documented, periodic, and unannounced verification process to ensure the logs are maintained and conveyance tracking and monitoring procedures are being followed and enforced.
- During any physical inspections on the conveyance by a government official, drivers must report and document any anomalies or unusual structural modifications found on the conveyance.

GPS, email, radio, and phone calls are examples of tools that may be used to assist in the tracking of cargo.

#### RITE AID SOCIAL COMPLIANCE

Rite Aid's good name and reputation are the result of its associates' dedication and hard work. Together, we are responsible for preserving and enhancing this reputation, a task that is fundamental to our continued wellbeing. Rite Aid is committed to the highest standards of business conduct in its relationships with associates, customers, suppliers, stakeholders, and shareholders. This means conducting business in accordance with the spirit and letter of applicable laws and regulations.

Please follow the link to review Rite Aid's Ethical Sourcing Principles, issued February 2012:

<https://raportal.riteaid.com/RA/RAPORTAL/RAMN0001.aspx>

- Click 'Current Suppliers'
- Click "[Guiding Principles on Ethical Sourcing](#)"

# Supplier Compliance Guide

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### YUSEN Logistics Origin Contact List

Country	Port	Name :	Title :	Phone :	Fax :	Internet Address :	
Hong Kong	Hong Kong	Ester Lau	Manager	852-31290368		ester_lau@hk.nyklogistics.com	
		Joey Ng	Assistant Manager	852-31290352		joey_ng@hk.nyklogistics.com	
		Almen Chan	Supervisor	852-31290277	852-2736-2622	almen_chan@hk.nyklogistics.com	
		Erica Kwok	Supervisor	852-31290243		erica_kwok@hk.nyklogistics.com	
		Mandy Chan	Clerk	852-31290372		mandy_chan@hk.nyklogistics.com	
		Kiff Kwong	Supervisor	852-31290349	852-2736-2622	kiff_kwong@hk.nyklogistics.com	
South China	Yantian, Shenzhen,	Benjamin Lee	Manager	86-755-82864755	86-755-25838413	benjamin_lee@hk.nyklogistics.com	
	Chiwan, Shekou,	Sally Zhu	Coordinator	86-755-82864757	86-755-25838413	sally_zhu@hk.nyklogistics.com	
	Huangpu, Shantou.	Winnie Chen	Clerk	86-755-82864756	86-755-25838413	winnie_chen@hk.nyklogistics.com	
China	Shanghai	Elaine Qin	Manager	86-21-23209761	86-21-62404006	elaine_qin@cn.nyklogistics.com	
		Johnny zhu	Assistant Manager	86-21-23209768	86-21-60806806	johnny_zhu@cn.nyklogistics.com	
		Haze Yang	S.Operator	86-21-23209766	86-21-60806806	haze_yang@cn.nyklogistics.com	
		Joyce Shen	Clerk	86-21-23209794	86-21-60806806	joyce_shen@cn.nyklogistics.com	
	Ningbo	Angela Xu	Manager	86-574-87196314	86-021-60806840	angela_xu@cn.nyklogistics.com	
		Shelly Xu	Supervisor	86-574-87320836	86-0574-87197974	shelly_xu@cn.nyklogistics.com	
		Vanessa Fan	Coordinator	86-574-87320841	86-021-60806845	vanessa_fan@cn.nyklogistics.com	
			Mary Ma	Documentaion	86-574-87320856	86-021-60806851	mary_ma@cn.nyklogistics.com
	Tianjin, Xingang	Shirley He	Deputy Manager	86-22-23328260 ext 6102	86-22-23328265	shirley_he@cn.nyklogistics.com	
		Lulu Li	Coordinator	86-22-23328260 ext.6110	86-22-23328265	lulu_li@cn.nyklogistics.com	
Prince Wang		Coordinator	86-22-23328260 ext.6109	86-22-23328265	Prince_wang@cn.nyklogistics.com		
Xiamen	Lydia Chen	D.Manager	86-592-8069162	86-592-2395093	lydia_chen@cn.nyklogistics.com		
	Tracy Wu	Coordinator	86-592-8069173	86-592-2395093	tracy_wu@cn.nyklogistics.com		
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		Rifat Habiba	Sr. Executive	880-2-8852703 ext 253	880-2-8852705	rifat_habiba@bd.nykline.com	

# Supplier Compliance Guide

## VIII. IMPORT MANUAL

### YUSEN Logistics Office and Warehouse Information

#### Hong Kong Head Office

YUSEN Logistics (Hong Kong) Limited  
International Network Solutions Division  
17/F., Sun Life Tower,  
15 Canton Road, Harbour City,  
Tsimshatsui, Kowloon, Hong Kong.  
Tel: 852-29561128  
Fax: 852-27365847

#### USA Head Office

YUSEN Logistics (Americas) Inc.  
International Network Solutions Division  
300 Lighting Way, 4<sup>th</sup> Floor,  
Secaucus, New Jersey 07094  
Tel: 201-865-1702  
Fax: 201-865-1673

ORIGIN	OFFICE	WAREHOUSE
Hong Kong	YUSEN Logistics (Hong Kong) Limited, INSD Level 33, Tower 1, Kowloon Commerce, Centre, 51 Kwai Cheong Road, Kwai Chung New Territories, Hong Kong 香港新界葵涌葵昌路51號 九龍貿易中心1座33樓 Tel : (852) 2956 1128 Fax : (852) 2956 2129	Sagawa Express CFS Co., Ltd. 2/F., Rm 2010-2012 Asian Terminal Centre A, Berth 3, Kwai Chung Container Terminal, Kwai Chung, N.T., Hong Kong 香港新界葵涌三號貨柜碼頭 亞洲貨柜物流中心A座二樓 2010-2012室 西翼 Tel : (852) 2481 8169 / 2419 0131
Shenzhen	YUSEN Logistics (Shenzhen) Limited, INSD  25/F, Excellence Times Square, 4068 Yi Tian Road, Futian District, Shenzhen ZIP Code 518008, China 深圳市福田中心區益田路4068號 卓越時代廣場大廈25樓 郵編5180048 Tel : (86) 755-25838406 Fax : (86) 755-25838413/ 755-25838457	Tai Gu Export Cargo Supervision Warehouse Tai Gu Warehouse, Jingang 2nd Road (22M Avenue), Yantian Port, Shenzhen, PRC  太谷出口監管倉庫 中國深圳市鹽田港進港二路 (22 米大道) Tel : 86-755-25287135 Fax : 86-755-25287134
Shanghai	YUSEN Logistics (China) Co., Ltd. 21/F, Raffles City, No. 268 Xizang Road (Middle) Shanghai, China. Zip Code : 200001  上海西藏中路268號來福士廣場20樓  Tel : (86) 21-23209500 Fax : (86) 21-60806806/ 21-60806807	YUSEN Logistics (China) Co., Ltd. Shanghai Pudong Logistics Centre, No. 402, Lane 2428, Gangcheng Rd., Pudong New Area, Shanghai, Zip Code 200137, China 日郵物流服務(中國)有限公司 上海市浦東新區港城路2428弄402號  Tel : (86) 21- 138 1744 7278 - Mike Zhang Fax : (86) 21-5197 8119
Qingdao	YUSEN Logistics (China) Co., Ltd. - Qingdao Branch  Rm 203, Area C of Qingdao Fenghe Plaza,  12 Hong Kong Central Road, Qingdao, China.  Zip Code : 266071 青島市香港中路12號豐合廣場 C 區 房間號 : 203  Tel : (86) 532-85027000 Fax : (86) 532-85028662	QINGDAO OCEAN & GREAT ASIA LOGISTICS CO., LTD. No 101 Qianwan Port Road, Qingdao Economic & Technical Development Zone (600 Meters west to the west gate of Qingdao port in Yello Island), Huang Dao, China 青島遠洋大亞物流有限公司倉庫 青島市黃島區前灣港路101號大亞碼頭前灣港西大門外向西 600米(嘉里植物園西側)——大亞物流車 Tel : (86) 532-86828687 / 86828688 Fax : (86) 532-86828678

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<p><b>Xiamen</b></p>	<p>YUSEN Logistics (China) Co., Ltd. - Xiamen Branch Rm 2305-09, 23th Floor, Commercial Building Paragon Centre, No. 1 Lianyue Road, Xiamen, Zip Code 361012, China 中國廈門市蓮岳路1號 磐基中心商務樓23樓2305-09室 郵編 361012</p> <p>Tel : (86) 592-2395193 Fax : (86) 592-2395093</p>	<p>Xiamen Xiangyu PIL Total Logistics Warehouse Xiangyu F.T.Z., China No. 7, Xiangxing3 RD, China. 廈門象屿保税区太平物流仓库 廈門象屿保税区象兴三路7号 (Tel): (86) 592-6031 672 (Fax): (86) 592-6033 338</p> <p>Xiamen Haichang longdebao logistics Co., Ltd. Office building# 1, Southern Logistics Center, Gangnan Road, Haicang, Xiamen, China Zip Code 361024 廈門海沧龙得宝物流仓库廈門海沧港区港南路南方物 流中心一号楼 Tel : (86) 592-6193 299 Fax : (86) 592-6587 990</p>
<p><b>Fuzhou</b></p>	<p>YUSEN Logistics (China) Co., Ltd. – Fuzhou Branch Rm. 2513, Bank of China Building, No. 136 Wusi Road, Fuzhou, ZIP Code 350001, China</p> <p>中國福州市五四路136號 中銀大廈25樓2513室、郵編350001 Tel : (86) 591-87854485 Fax : (86) 591-87854489</p>	<p>Fuzhou Singma container Co., Ltd. 8-5#, Fuzhou Bonded Zone, Mawei, Fuzhou, China</p> <p>福州翔生有限公司 福州市马尾区福州保税区内8-5地块 Tel : (86) 591-83996972 Fax : (86) 591-83997027</p>
<p><b>Ningbo</b></p>	<p><b>YUSEN Logistics (China) Co., Ltd - Ningbo Branch</b> Flat B, 12/F., C-1 Fortune Building, No. 828 FuMing Road, JiangDong District Ningbo, Zip Code 315040, China 中國寧波市江東區福明路828號 恆富大廈C-1 幢12樓B室、郵編315040 Tel : (86) 574-87196783 Fax : (86) 574-87197974, 87327038</p>	<p>CCL Logistics Centre (Ningbo) Ltd. No. 688 Middle Jinggang Road, Beilun, Ningbo, China Zip Code 315800</p> <p>宁波国巨物流有限公司 宁波北仑进港中路688号 Tel : (86) 574-8699 5708/52 (Fax): (86) 574-8699 5700</p>
<p><b>Dalian</b></p>	<p>YUSEN Logistics (China) Co., Ltd. - Dalian Branch Rm. 2202 Liaoning Times Building, NO. 7 Gangwan Street, Zhongshan District, Dalian, China. Zip Code : 116001 中國大連市中山區港灣路7号 遼寧時代大廈2202室、郵編116001</p> <p>Tel : (86) 411-82798748 Fax : (86) 411-82798750</p>	<p>Dalian Jilong Logistics Co., Ltd. Da Yao Wan Bay Terminal Area, Dailian, PRC</p> <p style="text-align: center;">大连集龙物流有限公司 大窑湾集龙仓库</p> <p>Tel : (86) 411- 62789937 (Fax): (86) 411-62789937</p>
<p><b>Nanjing</b></p>	<p>YUSEN Logistics (China) Co., Ltd. - Nanjing Branch Suite D, 17F Deji Mansion, 188 Changjiang Road, Nanjing, China Zip Code : 210018 中國南京市長江路188號 德基大廈17樓D座、郵編210018 Tel : (86) 25-86816130 Fax : (86) 25-86816133</p>	<p style="text-align: center;"><b>Dalian Jilong Logistics Co., Ltd.</b> Da Yao Wan Bay Terminal Area, Dalian, PRC</p> <p style="text-align: center;">大连集龙物流有限公司 大窑湾集龙仓库</p> <p>Tel : (86) 411- 62789937 (Fax): (86) 411-62789937</p>
<p><b>Vietnam (HoChiMinhCity)</b></p>	<p>YUSEN Logistics (Vietnam) Co., Ltd. – Hochiminh office Room 701 Saigon Riverside Office Center Building, 2A-4A Ton Duc Thang Street, Dist. 1, Ho Chi Minh City, Vietnam.</p> <p>Tel: 84-8-38224407 Fax: 84-8-38224408</p>	<p>YUSEN LOGISTICS INSD SONG THAN LOGISTICS CENTRE (SLC) LOT#J2, STREET NO. 8,9,10, SONG THAN 1 INDUSTRY ZONE, DI DISTRICT, BINH DUDONG, VIETNAM Tel : 848-8975828 / 826 Fax : 848-8975820</p>
<p><b>Korea (Seoul)</b></p>	<p>YUSEN Logistics International Network Solutions Division c/o YUSEN Line (Korea) Co. Ltd. 22 Floor., Yonseijaedan Severance Building 84-11, 5-GA, Namdaemun-Ro, Chung-Gu, Seoul, Zip Code 100-753, South Korea</p>	<p>Sebang WooAm CFS/CY 620, Gaman 2-dong, Nam-Ku Busan, Korea</p>

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	Tel : 82-2-3981460/ 62/ 63/ 64/ 65 Fax : 82-2-3981014	Tel : 82-51-6336181 / 182 Fax : 82-51-6336183
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<b>Malaysia (Port Klang)</b>	YUSEN Logistics International Network Solutions Division c/o Tasco Bhd. Port Klang Logistics Centre (PKLC) North Klang Straits Industrial Area Lot 22, Lengkungan Sultan Hishamuddin 42000 Port Klang, Selangor Darul Ehsan, Malaysia Tel : 60-3-31762499 / 31766032 Fax : 60-3-31766036	Tasco Bhd. Northport Distripark SDN BHD Warehouse D2 Jalan Parang Pelabuhan Utara 42000 Port Klang Selangor Tel : 60-3-31762499 / 31766032 Tel : 60-3-31-769067 Fax : 60-3-31-766297
<b>Philippines</b>	YUSEN Logistics (Philippines) Inc G/F, TDG-YUSEN Harbor Centre Building 1 A.C.Delgado St. Cor. 23rd and 24th Street, Port Area, Manila, Philippines Tel : 63-2-5277057 / 5278688 Fax : 63-2-5279688	Orient Freight Warehouse Tabacalera Compound, P Correa St. corner UN Avenue Paco, Manila Tel : 63-2-5360078
<b>Thailand</b>	YUSEN Logistics (Thailand) Co., Ltd. International Network Solution Division 12th Fl., Ocean Insurance Bldg., 163 Surawongse Road., Suriyawongse, Bangrak, Bangkok , Zip Code 10500, Thailand Tel : 66-2-6341400 to 5 Fax : 66-2-6341406 to 7	YUSEN Distribution Service (Thailand) Co., Ltd. Latkrabang ICD, Module 6(F)., 33/4 Moo 1, Chaokhun Tahan Road, Klongsampravit, Latkrabang, Bangkok 10520, Thailand Tel : 66-2-7379900 Fax : 66-2-7378959
<b>Taiwan (Kaohsiung)</b>	YUSEN Logistics International Network Solutions Division C/O Tungya Transportation & Terminal Co., Ltd 12 <sup>th</sup> FL., No. 201, Tung Hwa North Rd., Taipei, Taiwan Tel : 886-2-27132100 Fax : 886-2-27150590	Asia Pacific Container Terminal Inc.  No. 2 Tungya Road Hsiao Kang Dist, Kaohsiung Taiwan  Tel : 886-7-8111121
<b>Taiwan (Keelung)</b>	YUSEN Logistics International Network Solutions Division C/O Tungya Transportation & Terminal Co., Ltd 12 <sup>th</sup> FL., No. 201, Tung Hwa North Rd., Taipei, Taiwan Tel : 886-2-27132100 Fax : 886-2-27150590	Tungya Transportation & Terminal Co., Ltd (Yang Mei Station) #292, Huang Dong Road, Yang Mei, Tao Yuan Taiwan Tel : 886-3-4754211
<b>Bangladesh (Chittagong)</b>	YUSEN Logistics International Network Solutions Division C/O YUSEN Line (Bangladesh) Ltd. Shahajadi Chamber, 1 <sup>st</sup> Floor, 1331/B Sheikh Mujib Road, Agrabad Commercial Area, Chittagong, Bangladesh Tel : 880-31-2524641, 2525391 to 93 Fax : 880-31-2524775	<b>QNS CONTAINER SERVICES LTD.</b>  SECTOR-7, PLOT# 74-77 & 64-66, CHITTAGONG EXPORT PROCESSING ZONE, CHITTAGONG K&T LOGISTICS (APPROX 1.5 KM DISTANCE FROM CHITTAGONG PORT)

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<b>Indonesia (Jakarta)</b>	PT YUSEN New Wave Logistics Indonesia Kompleks Ruko Mega Grosir Cempaka Mas, Blok M-35, JL. Let Jend, Suprpto, Cempaka Putih, Jakarta Pusat, Zip Code 10640, Indonesia  Tel : 62-21-42883374 Fax: 62-21-42900628	PT. MASAJI KARGOSENTRA TAMA (CFS WAREHOUSE I) JL. KALIBARU BARAT I NO. 3 CILINCING JAKARTA UTARA 14110 INDONESIA  Tel : 62-21-42883374 PT. MASAJI KARGOSENTRA TAMA (CFS WAREHOUSE II) JL. RAYA PELABUHAN POS 9 PELABUHAN TANJUNG PRIOK - JAKARTA
<b>India (Cochin)</b>	YUSEN Logistics (India) Ltd., INSD XXIV/1157 Naval Road Willingdon Island Cochin, Zip Code 682003, India Tel : 91-484-2666396 to 98, 2666865 Fax : 91-484-2668886	COCHIN PORT CONTAINER FREIGHT STATION WILLINGTON ISLAND, COCHIN 682 003
<b>(Mumbai)</b>	YUSEN Logistics (India) Ltd., INSD "D" Wing, Second Floor, Gundecha Onclave, Kherani Road, Sakinaka, Andheri (East), Mumbai, Zip Code 400072, India Tel : 91-22-30914050/51, 30914027/29/ 30/31/34/ 35/81 Fax: 91-22-30914090	ULA CONTAINER FREIGHT STATION SECTOR 8, DRONAGIRI, P.O. BOX 5, OPP BHENDKHAL VILLAGE, TALUKA URAN, DIST RAIGAD.
<b>(Chennai)</b>	YUSEN Logistics (India) Ltd., INSD Krishna Towers. 2nd Floor, No.10, Jawaharlal Nehru Salai, Ekkattuthangal, Chennai, Zip Code 600097, IN Tel : 91-44-30914043 to 45, 51 Fax : 91-44-30914027	All Cargo Global Logistics Limited Container Freight Station 913, Thiruvottiyur High Road, Ernavur, Chennai 600 057
<b>(Kolkata)</b>	YUSEN Logistics (India) Ltd, INSD Constantia, 8 <sup>th</sup> Floor 11, Dr. U.N. Brahmachari Street Kolkata 700 017, India Tel: 91-33-30219191 Fax: 91-33-30219110	CWC Kolkata 18, Coal Dock Road Kolkata 700 043
<b>Pakistan (Karachi)</b>	YUSEN Logistics International Network Solutions Division c/o YUSEN Line Pakistan Private Limited D10/1 Main Khaliq-Uz-Zaman Road, Clifton Road, Block-8, Karachi, Pakistan Tel : 92-21-111111695 Fax : 92-21-5871161 or 92-21-5870313	PAK SHAHEEN TIMBER POND, KEMARI KARACHI

## PRODUCT RECEIVED DISCREPANCIES/DEFECTS

We expect all items received in our facility to be in conformity to our Purchase Order and import item quote sheet. Any deviations will result in penalty.

### Incorrect Weight and Cube

Deviations will result in a differential charge back.

### Product Defects

Defects are defined as products that do not meet the standards and/or specifications for the purchased item (non-functional, discoloration, etc.). Each defect will be reviewed on a case-by-case basis and the Supplier will be advised of a proposed resolution.





# Supplier Compliance Guide

\*\*\*\*\*CONTACT YOUR RESPECTIVE RITE AID AGENT REPRESENTATIVE FOR COMPLETE DIW FORMS AND INSTRUCTIONS \*\*\*\*\*

Printed	1/24/2012	<b>Rite Aid Import Quote Sheet</b>			
Rite Aid Item #		Repeat Item #			Model Item#
Item Description					
Vendor ID #				Alternate Contact	
Vendor Name				Vendor's Telephone #	
Vendor Address				Vendor's Fax #	
				Vendor's E-mail Address	
Vendor's phone #					
Vendor's Fax #					
Vendor Contact					
<b>Cost Information</b>				Mfg. Code #	
	EC		WC	Mfg. UPC Number	
First Cost	\$ -		\$ -		
Freight (EC)				<b>Composition / Cost Breakdown</b>	
Duty	\$ -		\$ -		
B/C					
Misc.					
E.L.C.					
Freight Rate *	\$ -		\$ -		
HTS # (10 Digits)					
% B/C	2.50%				
Binding Ruling					
% Of Duty					
Ship Point					
Country Of Origin					
				Total =	
* Please Refer To The "Freight Rate Schedule" To Obtain The Correct Freight Rates.					
Pcs per Master	Pcs per Inner	Units To Store		Weight (In Lbs.)	Cube (In Cu. Ft.)
<b>Buyer's Detail - For Rite Aid's Use Only</b>			<b>Intended Use And Special Features,Benefits &amp; Package Size:</b>		
Planned Dist.	E/W _____	W/O _____	E/O _____		
Retail \$					
Preprice?	Yes _____	No _____			
Class # & Name					
# In Assortment					
			Item LxWxH in	--	Prop65?
			Battery Info		UL Approve?:
			Dinkware OZ		Micro/Dish safe?

# Supplier Compliance Guide

## IX. LETTER OF ACKNOWLEDGEMENT

The Rite Aid Supplier Compliance Program was launched in March of 2002 to improve how Rite Aid and its Supplier partners execute along the Supply Chain to meet the needs of our mutual valued customers. The program established standardized business protocols and set expectations for compliance and performance to drive higher in-stock levels at retail and higher levels of supply chain logistics execution. Commensurately, the Supplier Compliance Guide was developed as a convenient resource for our suppliers to use to align their organizations with Rite Aid business requirements. We developed our program from research across the retail landscape and in response to specific Rite Aid business objectives. Our program is web based and allows your team to have access to granular transaction information, on demand, at your convenience. All you have to do is ensure that our supplier contact database has the most current contact information for those associates that your firm has designated to have access to Rite Aid supplier compliance information. Further, to enhance communications to your brand about the performance of your supply chain, our program is designed to send an e-mail alert to your designated contact list each time an infraction is incurred at a given Rite Aid Distribution Center. Finally, to make sure that any questions or issues you may have receive personalized attention, we have established a Supplier "Response Team" to provide timely responses to questions, problem analysis and resolution, and collaborative feedback.

I take great pride in informing you that the collaboration of Rite Aid and its Supplier community, through the resources of the Guide, has contributed significantly to increased Sales and Margin, improved Customer Satisfaction, and reduced Operating Expenses. Our work together has been a great example of continuous improvement and partnership. To this end, we ask for your continued support and focus on supply chain execution excellence. I am confident through our joint efforts and focus these positive trends will continue.

If you are a new supplier, it is critical that you engage those internal stake holders to understand every aspect of the Guide to ensure alignment with Rite Aid's business requirements before initial shipments begin. Again, please ensure that you have updated our supplier contact database with the contact information for the associates at your brand that should have access. If you are an existing Supplier, thanks again for your engagement and support. If you have questions, or need clarification of any matter, please contact the Compliance Analyst that supports your brand, or [vendormgmt@riteaid.com](mailto:vendormgmt@riteaid.com). Upon complete review of the entire Rite Aid Supplier Compliance Guide, please return this page, signed and dated below, to Rite Aid Corp. office, Attn: Supplier Management Program, 30 Hunter Lane, Harrisburg, PA 17011.

Finally, be advised that the Guide is a living document that will be continually refreshed to meet the changing needs of Rite Aid and the retail/supplier landscape.

Thanks again for your support,

**Wilson Lester**  
**Senior Vice President, Rite Aid Supply Chain**  
**30 Hunter Lane**  
**Camp Hill, PA 17011**

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

Supplier Number: \_\_\_\_\_

Supplier Representative (Print Name): \_\_\_\_\_

Supplier Representative (Signature): \_\_\_\_\_

Supplier Representative (Title): \_\_\_\_\_

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