

Giant Eagle Supplier Guide



Table of Contents

| | | |
|------|--|----|
| I. | GIANT EAGLE'S CORE VALUES | 5 |
| II. | OUR ETHICS | 6 |
| III. | CONFLICT OF INTEREST POLICY | 7 |
| IV. | INTRODUCTION | 8 |
| | A. For Our New Suppliers | |
| V. | FOR OUR WAREHOUSE SUPPLIERS | 8 |
| | A. Warehouse New Supplier Requirements | |
| | B. New Warehouse Items | |
| | C. In-Bound Date Policy – Dry Grocery and HBC | |
| | D. UPC Barcode Standards | |
| | E. Warehouse Standards of Service | 11 |
| | 1. Case Requirements | |
| | 2. Warehouse Returns | |
| | 3. Product Temperature | |
| | 4. Transportation and Logistics | |
| | F. Warehouse Product Delivery | 11 |
| | 1. Safety and Sanitation | |
| | 2. Power Pallet Jacks | |
| | G. Warehouse Carrier Restrictions | 12 |
| | 1. Preferred Less than Truckload (LTL) Carriers | |
| | 2. Exceptions (Shipping Methods) | |
| | 3. LTL Contact Information | |
| | 4. Transportation Rates | |
| | 5. Shipping Criteria: HBC, OK Grocery, & American Seaway | |
| | 6. Truckload Designations | |
| | 7. Parcel Post: UPS & Fed Ex Ground | |
| | 8. Accessorial Charges | |

| | | |
|-----|--|----|
| H. | Warehouse Unloading Services | 15 |
| | 1. Unloading Services Contact Information | |
| | 2. Carrier Rejection and Claim Process | |
| I. | Warehouse Appointment Procedures | 18 |
| J. | Warehouse Incomplete Shipments, Backorders, and Overages | 19 |
| K. | Supplier Non-Compliance Policy | 19 |
| L. | Warehouse Data Interchange | 20 |
| | 1. EDI Warehouse Ship from Codes for Giant Eagle Inc | |
| M. | Warehouse Invoice Payments, Terms, and General Information | 22 |
| | 1. Warehouse Invoicing | |
| | 2. Warehouse Supplier Payments | |
| | 3. Shorted Deal Deductions | |
| | 4. Product Cost Adjustments | |
| | 5. The Giant Eagle Fair Share Process | |
| | 6. Giant Eagle Deduction Contacts and Guidelines | |
| VI. | FOR OUR DIRECT STORE DELIVERY (DSD) SUPPLIERS | 25 |
| A. | DSD New Supplier Requirements | 25 |
| B. | New DSD Items | 30 |
| C. | UPC Barcode Standards | 31 |
| D. | DSD Standards of Service | 31 |
| | 1. Promoted Products | |
| | 2. Frequency of Deliveries | |
| | 3. Out of Date Product | |
| | 4. Quality issues | |
| E. | DSD Product Delivery | 32 |
| | 1. DSD Small Package Delivery: Crossdock, UPS, and FedEx | |
| F. | DSD Data Accuracy | 33 |
| G. | DSD Information Exchange | 33 |
| H. | DSD Invoices, Payments, Terms and General Information | 34 |
| I. | DSD Returns and Credits | 34 |

| | | |
|-------|--|----|
| J. | DSD Invoicing | 35 |
| | 1. Deliveries | |
| | 2. Credits & Adjustments at store level | |
| | 3. Adjustments at corporate level | |
| K. | DSD Payments | 36 |
| L. | Specific Invoice and Payment Instructions for Beer, Wine, and Liquor | 36 |
| M. | DSD Invoice Discrepancies | 37 |
| N. | Giant Eagle Deduction Contacts and Guidelines | 37 |
| VII. | WHO TO CALL | 38 |
| VIII. | Insurance Requirements | 39 |

I. GIANT EAGLE'S CORE VALUES

Purpose Beyond Profit

We are one Giant Eagle family. Together we provide our communities with life's essentials, so our neighbors have the opportunity to thrive.

Our Values

Since 1931, our founding five families have inspired us to wake up every day with a commitment to serve our guests and solve big, tough problems that feed and sustain our neighborhoods and the world.

We believe access to safe healthy food and medicine is an essential human right.

-Food is the glue that connects families, friends and communities around the world in an elemental way, and medicine helps us heal.

We believe EVERYONE deserves respect.

-We are bound by common values, and yet we are all different. And that is our greatest strength. We respect people for all the unique perspectives and gifts they bring.

We believe future generations deserve a healthy planet.

-We are committed to operating a successful sustainable business that protects and nourishes our environment and the world.

Respect All

We go out of our way to treat our guests and one another with kindness and dignity

Think Team

We value different viewpoints and love working together as a family.

See It Own It

We keep our heads up, see opportunity and take action.

Work Smart

We find ways to simplify

Do Right

We are ethical, giving and good stewards of the world around us.

II. OUR ETHICS

Care and Respect

Ethics is about honesty, respect and making the right choices.

Giant Eagle is committed to the highest standards of business and personal ethics. We go out of our way to treat each other and our customers with care and respect. All of us are expected to follow all laws, regulations and company policies that apply to our work, conduct all business in the highest ethical manner, operate in a safe and environmentally responsible manner, treat each other, our customers, shareholders and communities with respect, provide the highest quality products and services and report suspected or actual ethical issues.

Supplier Interests

Relationships with Suppliers should be maintained solely on the merits of quality, innovation, and performance.

At Giant Eagle, we are expected to conduct ourselves according to the highest standards of integrity, honesty, and fairness in our dealings with others. Consistent with this philosophy, our team members may not (1) solicit or accept anything of value in return for Giant Eagle business, service, or confidential information, (2) accept gifts, premiums, entertainment, etc. valued in excess of \$25.00, unless approved by the team member's vice president or (3) purchase any product sold in our stores at a cost less than the current retail price. If you receive a request which may violate our policy, or if you become aware of behavior which otherwise raises legal or ethical issues, report these events.

Reporting and Responsibility

It's important that you come forward with your concerns.

Report any questionable situation. If you think something isn't right, it is your responsibility to report your concerns to a supervisor or other leader. It is not your responsibility to determine if a situation is an actual legal or ethical violation. Supervisors, Leaders and the Ethics Action Line are available to use your report to investigate the situation more thoroughly. Trust your judgment.

Ethics Action Line -1-800-498-8889- Confidential -Can be Anonymous- Available 24/7

Great Place to Work

We strive not only to be a great place to work, but a great place to do business.

Our emphasis on honesty in business and respect for others fosters a safe and friendly work environment for our team members, vendors, customers, and communities. These relationships are important and vital for the continued success of all parties. Common sense, good judgment and conducting ourselves with the highest ethical standards can assure our goal of being a great place to work and a great place to do business.

III. CONFLICT OF INTEREST POLICY

What is Conflict of Interest?

A Conflict of Interest is a situation in which a Team Member's personal or business interests may not be in the best interests of the company.

At Giant Eagle, we are all expected to conduct ourselves according to the highest standards of integrity, honesty, and fairness in our dealings with others. When the personal or business interests of a Team Member and Giant Eagle, Inc. may not be the same, the Team Member is expected to conduct their personal and business activities in a way that will not have an adverse impact on the interests of the company. These principles also apply to a Team Member's spouse, children, parents, and any other individuals living in the household.

How do I know if I'm dealing with a Conflict of Interest issue?

If you are questioning whether an opportunity or situation is a Conflict of Interest, ask yourself the tough questions.

1. Am I making the right decision?
2. Is this decision going to create a conflict?
3. Would my conscience bother me if I made this decision?
4. Would my family or friends be concerned if I made this decision?
5. If my decision were reported in the news, would the public be concerned?

What are potential Conflicts of Interest?

There are several "gray areas" around what is acceptable or unacceptable in our policy. Examples of situations that could be potential Conflicts of Interest include:

1. Use of company property for something other than business (e.g., taking home a ream of copy paper).
2. Family member purchases a bakery business, thereby owning a competitor of our bakeries.
3. Purchasing an interest in any other competing business.
4. Receiving a recreational trip, or any other gift from a vendor or supplier in exchange for business.
5. Entering into a business venture with a Supplier of the Company.
6. Sharing inside knowledge of company dealings.
7. Gifts or other considerations, such as travel valued over \$25. Although gifts are permitted under certain circumstances, accepting any gift, whatsoever, in exchange for doing business with Giant Eagle is NEVER PERMITTED.
8. Engaging in a transaction with the Company where you are in a role other than a Team member or customer (e.g., making and selling a product or service at one of our stores).

IV. INTRODUCTION

This Giant Eagle Supplier Guide outlines for our Supplier Partners the general guidelines, requirements, and information you will need to conduct business with us.

Giant Eagle is committed to creating and maintaining positive and productive relationships with our Supplier Partners. Our goal is to develop our supplier relationships in a fair and objective manner.

We rely on our community of partners to help us provide a world-class shopping experience to our customers across all of our formats. It is our strong relationships that allow us to deliver the highest quality products and services.

Utilizing the information in this guide will help us optimize our ongoing business relationship. This guide contains sections with Warehouse and Direct Store Delivery {DSD} information.

Please visit the section of the guide relevant to you for detailed procedures and contact information.

A. For Our New Suppliers

Suppliers wishing to do business with Giant Eagle must provide all required information. Your Category Team contact will provide you with the forms, contracts, and documents required to become a Supplier Partner. Completed forms, as well as a copy of your Certificate of liability Insurance, should be returned to the Category Team in a timely manner. Giant Eagle will use your information as part of the evaluation of your product or service for placement in our retail stores. Please visit the Warehouse and DSD sections of this guide for more specific information about becoming a New Supplier.

New and current suppliers of Own Brands products must also adhere to Giant Eagle's Quality Assurance standards. These standards can be found at www.marketpartners.com under the link titled "Quality Assurance Own Brand Supplier Partner Requirements".

Suppliers conducting business in Giant Eagle Stores are expected to represent themselves, their Company, and Giant Eagle in a safe and professional manner. Suppliers are to use proper safety gear when applicable and should be appropriately dressed as per company policy (uniforms and name tags when applicable).

V. FOR OUR WAREHOUSE SUPPLIERS

This section of the guide contains information pertinent to our Warehouse Suppliers. Please read this guide carefully. Each portion of the Warehouse Section contains the detailed information you need to do business efficiently and effectively with Giant Eagle.

A. Warehouse New Supplier Requirements

In order to establish your company as a new Warehouse Supplier, you are required to:

1. Fill out a "Warehouse New Vendor" form and submit it to the appropriate Category Team along with all requested attachments.

2. A Giant Eagle representative will review the information provided to determine if your company qualifies to become a Giant Eagle Warehouse Supplier.
3. Once your company has been accepted as a Giant Eagle Supplier, your company will be given a Giant Eagle Vendor Number.
 - a. This Vendor Number will be used for Retail Support Center (Warehouse/RSC) receiving.
4. Your vendor number will also facilitate payment for product shipped to Giant Eagle's Retail Support Centers.
5. Once all New Warehouse Supplier requirements have been met, a Giant Eagle Category Team Member will review your new vendor forms and information with your company's representative.

B. New Warehouse Items

The appropriate Category Team must authorize all items shipping to/from Giant Eagle's Retail Support Centers (RSCs).

1. Each item presented must be accompanied by the appropriate new item form, as well as product samples for verification of UPC information.
2. All new items, including seasonal items, must have a unique UCN/UPC. The UCN/UPC must be on the outside of each case and have the ability to be scanned. Display shippers need a distinct UCN/UPC covering the entire unit.
3. The Category Team will review all information submitted to ensure the information is accurate and conforms to the standards as determined by the RSCs.
4. Upon acceptance of an item, item information will be added to Giant Eagle's supporting systems and the Category Team will create and forward a purchase order to your company for the new items.
5. After new items have been accepted, it is the Supplier's responsibility to provide Giant Eagle with samples of the new items no less than ten (10) weeks prior to expected publishing of Planograms and/or shelf introduction.
6. Three live samples must be provided. These samples will NOT be returned to the Supplier. These samples are necessary for:
 - a. High-quality imaging for marketing and advertising use
 - b. Measuring product to allow for the creation of accurate Planograms.

C. In-Bound Code Date Policy – Dry Grocery and HBC

Statement of Purpose

Giant Eagle Inc., in partnership with Inmar has collaboratively developed and implemented a Vendor In-Bound Policy related to acceptable Shelf Life upon receipt. Our common goals include:

1. Ensuring high quality and fresh products to our mutual customers.

2. Attention to safety for associates through the supply chain.
3. Consistent flow of goods to meet demand.
4. Continuous improvement and collaboration.

In the following policy, you will find several requirements that will ensure these common goals are achieved and improvement is realized.

Beginning January 1, 2017, Giant Eagle Inc. will begin requiring capable vendors to send itemized code dates via (ASN) transmissions for all shipments into our OK Grocery Warehouse, American Seaway Foods Warehouse and HBC Warehouse.

Product is required to have a shelf life of 180 days and Giant Eagle reserves the right to systematically assign that as the guaranteed shelf life.

1. Any exception of 180 days of Guaranteed Shelf Life Days as defined by the vendor must be communicated to Giant Eagle.
 - a. Product must meet the shelf life that the vendor provides.
2. Giant Eagle Inc. reserves the right to contest questionable Vendor Provided Guarantee Shelf Life of any product(s).

All vendor shipments will be audited to ensure:

1. Code dates shipped match transmitted ASN code dates.
2. Code dates shipped are compliant with this policy.
3. Code dates shipped are compliant with FIFO practices vs. prior shipment(s).

In the event of Non-Compliance of this policy, Giant Eagle Inc. reserves the right to:

1. Refuse product, up to entire shipments.
2. Refuse pallets.
3. Refuse cases.
4. File claims and/or deductions which will include fees.

D. UPC Barcode Standards

All products delivered to Giant Eagle RSCs must have pre-approved UPC bar codes.

1. All products must have scanable UPC bar codes.
2. Products without scanable UPC bar codes will not be accepted.
3. No UPC bar codes may be changed without prior notification to Giant Eagle's Category Teams.
4. Any and All UPC Code changes must be communicated to the appropriate Category Team at least fourteen (14) days in advance of PO receipt.

E. Warehouse Standards of Service

Giant Eagle is committed to the highest standards of customer service. It is Giant Eagle's expectation that our Supplier Partners are also highly motivated to increase sales and improve customer satisfaction. Suppliers must work closely with our Category Teams to present new items, establish promotions, correct service issues, address product problems, and ensure an effective supply chain.

1. Case Requirements

- a. Suppliers must deliver all cases damage-free.
- b. Cases must be clearly marked with the case UPC I /UCN, item description, case description, pack and size. We also require a UCC 128 label that scans.
- c. Case length, width, height and weight must conform to the information provided at the time of ordering.
- d. Any changes in case specifications must be communicated to the appropriate Giant Eagle Category Team at least fourteen (14) days in advance of receipt. Please note that more than fourteen (14) days may be required depending on the ordering lead times established by the Supplier.
- e. Shipments should contain only the product ordered.

2. Warehouse Returns

Any Warehouse returns, whether for damaged product, product shipped in quantities in excess of amount ordered, or product not carried by Giant Eagle are the responsibility of the Supplier. Such product will be returned at the Supplier's expense.

3. Product Temperature

Appropriate temperature must be maintained based on requirements on the Bill of Lading. Loads will be refused for temperature noncompliance.

Effective July 16, 2012, all Perishable product delivered into Giant Eagle Warehouses must contain Sensitech's Temptale 4 recording device. See "Giant Eagle Temperature Recorder Policy" at www.marketpartners.com.

4. Transportation and Logistics

Please contact Talon Logistics for discussions associated with transportation, such as preferred carriers and transportation rates. Talon Logistics can be reached at (412) 963-2394.

If Suppliers coordinate their own transportation, the Supplier is expected to maintain an on-time delivery percentage of 90% or better to the requested arrival date.

F. Warehouse Product Delivery

Giant Eagle warehouses only accept deliveries on an appointment basis with a valid purchase order.

- Carriers must email the Centralized Scheduling Department at scheduling.centralized@gianteagle.com to schedule an appointment. It should be scheduled for the Requested Arrival Date/Due Date on the PO.
- Giant Eagle does not exchange pallets.

- Lift gate trailers are not allowed at Giant Eagle facilities.
- Drivers must check-in at the security station of the warehouse to inform the guard of their purchase order number(s) and sign a vehicle release form.
- The guard will direct drivers to their assigned receiving door(s).
- Drivers are required to be on time in order to maximize unloading availability.
- Drivers must back in their own trailers to the dock.

1. Safety and Sanitation

The cleanliness, sanitation, and safety of both the truck and the products being delivered are very important to Giant Eagle. Loads will be refused as a result of unsanitary or unsafe conditions.

Loads can and will be refused based on the following:

- Unsanitary conditions as a result of shifted loads.
- Unsanitary conditions as a result of excessive product damages, leakages, or unsanitary conditions.
- Food safety violations as a result of temperature control failures.

2. Power Pallet Jacks

Giant Eagle requires any company whose employees load or unload product in our facilities using a powered industrial truck (powered pallet jacks) to provide documentation that their employees have been trained in the safe operation of this equipment in accordance with the OSHA Powered Industrial Truck regulations 29 CFR 1910.178.

An annual acknowledgement form must be completed and on file with Giant Eagle in order for drivers to operate equipment within any warehouse facility. Supplier employees that use non-powered pallet jacks to unload vehicles are not required to complete this acknowledgement.

Employees at companies that do not return the acknowledgement form will have the option to utilize non-powered pallet jacks or hire the unloading service. (See Unloading Services on p. 17) Acknowledgement forms can be requested by calling the Logistics Department at (412) 963-2394.

Giant Eagle reserves the right to restrict drivers from operating powered industrial trucks at any time, and for any reason.

***Please Note: Some Giant Eagle warehouse programs have additional requirements. If you are participating in one of these programs, these requirements will be communicated to you under separate cover.*

G. Warehouse Carrier Restrictions

Giant Eagle Retail Support Centers (RSC) under the Preferred LTL Carrier Program:

OK Grocery Company, Crafton, PA 15205

American Seaway Foods, Bedford Heights, OH 44146

HBC Service Company, Washington, PA 15301

Exceptions to Preferred LTL Carrier Program:

Product shipped on temperature-controlled equipment
Pharmacy delivering to 601A HBC
Parcel post less than 1 pallet
Truckload orders 10,000+ lbs. or 7 pallets
Vendors using their own private fleet
Cross-dock or Direct Store Delivery (DSD)
Multi-stop truckloads delivering to more than one Giant Eagle RSC
Tobacco

Preferred LTL Carrier

Old Dominion Freight Lines Inc. (ODFL)
National Account Executive - Joe Prebula
Joseph.Prebula@odfl.com | P: 717-254-0404

Cross Dock Addresses:

| | |
|---------------------------------|---------------------------------|
| Old Dominion Freight Lines Inc. | Old Dominion Freight Lines Inc. |
| 20 Old Dominion Way | 8055 Old Granger Road |
| Eighty-Four, PA 15330 | Garfield Heights, OH 44125 |
| 724-222-6353 | 216-641-5566 |

Preferred LTL Carrier Inbound guidelines

Shipping Criteria:

Deliveries to HBC, Crafton and/or American Seaway Foods
Purchase orders to ship 2 - 3 days prior to Giant Eagle's due date to ensure on-time delivery
Shipper routes LTL orders via Old Dominion, unless vendor has an exception
LTL shipments that are non-compliant will not receive a delivery appointment
Non-compliant (Vendor carrier) shipments will be re-routed to Old Dominion (cross-dock fees and invoice deductions will apply)

Unacceptable Carriers: Estes, YRC, SAIA, & USF Holland

If Estes, YRC, SAIA, or USF Holland are hired, cross-dock fees and invoice deductions will apply

Truckload: (TL)

Product on 7 or more pallets or 10,000+ lbs.

Shipper chooses carrier

Unacceptable Carriers: Estes, YRC, SAIA, & USF Holland

Less than Truckload: (LTL)

Product on 1 - 6 pallets or 10,000 lbs. or less

Preferred LTL Carrier - Old Dominion Freight Lines (ODFL)

Unacceptable Carriers: Estes, YRC, SAIA, & USF Holland

Parcel Post: UPS & Fed Ex Ground

Product on less than 1 pallet, multi boxes

To ensure orders ship complete, use methods such as, bundling & banding

Vendor chooses carrier

Please mark each box with vendor name & Giant Eagle purchase order

Financials

Accessorial Charges:

Giant Eagle reserves the right to invoice or deduct for the following:

Non-compliance with Giant Eagle's Preferred LTL Carrier Program

Parcel Post items from 1 purchase order received by the RSC on multiple days, not bundled

Late arrivals: Orders received 2 days late, based on Giant Eagle purchase order due date

Cross-dock fees may occur when shippers hire a non-preferred carrier

All cross-dock fees invoiced to Giant Eagle by ODFL will be deducted from the shipper / vendor

All collect shipments invoiced to Giant Eagle will be deducted from the shipper / vendor
(unless previous approved)

Transportation Rates:

If the shipper is not receiving competitive pricing from Giant Eagle's Preferred Carrier – ODFL, please contact Phillip Cenci or Joe Prebula.

Giant Eagle, Inc.

Phillip Cenci

412.920.9753

Phil.Cenci@gianteagle.com

ODFL

Joe Prebula.

717-254-0404

Joseph.Prebula@odfl.com

H. Warehouse Unloading Services

In order for Giant Eagle to provide Unloading Services:

- Drivers must bring the purchase order, bill of lading, and packing list to the receiving office and return to their assigned door.
- The receiving clerk will verify the purchase order and review the load to determine unload sort or restack steps required.
- The freight must be off loaded. Breakdown of the shipment must occur per the following requirements for efficient delivery and receipt processing:
- Safety - In order for the inbound driver to unload, they must be trained by their company and provide signed documentation to Giant Eagle Safety Manager on Powered Industrial Truck Certification. Acknowledgement forms can be requested through calling the Logistics Department at (412) 963-2394
- If the driver's company has provided the proper documentation to Giant Eagle, they then have the option to (1) unload themselves, or (2) hire the onsite unloading service.
- Driver must stay with the load
- All loads must be palletized on a #1, 48"x40" GMA pallet
- Giant Eagle no longer exchanges pallets. Preferred delivery platforms are white grade A, CHEP, PECO or IGPS.
- Depending on pallet count, a roll-off fee may be charged at American Seaway Foods, Butler Refrigerated Meats, and GLCS.
- For Dairy, one date code per item, per pallet
- When the receiving is completed, the inbound driver and Giant Eagle receiver will sign the receiving document(s) that will indicate what was received and will identify any overages, shortages, or damages.
- Immediately upon completion of delivery the driver must pull the trailer away from the dock

1. Unloading Services Contact Information

Unloading services contact for all sites other than BRM will be as follows:

Capstone Logistics:

- Contact Person: Jacob Stewart
- Email: Jacob.stewart@capstonelogistics.com
- Telephone Number: (330) 281-5498

BRM – Harmony, PA

- Warehouse Manager – 724-452-8936

| Facility | Hours |
|--|--|
| American Seaway Foods Dry 1000 Hist Ave Bedford Heights, OH 44146 | Seven Days a Week 07:00 – 11:00 pm |
| American Seaway Foods Perishable 1000 Hist Avenue Bedford Heights, OH 44146 | Seven Days a Week 05:00 – 11:00 am |
| Butler Refrigerated Meats 690 Perry Highway Harmony, PA 16037 | Monday thru Friday 5:30 – 10:30 am Saturday & Sunday 5:30 – 8:30 am |
| Fresh Foods Manufacturing 2500 Lovi Road New Sewickley, PA 15042 | Monday thru Friday 6:00 – 12:00 pm Saturday & Sunday - Closed |
| Great Lakes Cold Storage, Solon 6531 Cochran Road Solon, OH 44139 | Monday thru-Friday 4:00am-12:00pm Saturday and Sundays - Closed |
| HBC Service Company 601 Meadowlands Blvd Washington, PA 15301 | Monday thru Friday 02:00 am – 11:00 am Saturday 4:30 am – 10:30 am Sunday - Closed |
| OK Grocery Company Dry 755 Beechnut Drive Pittsburgh, PA 15205 | Seven Days a Week 07:00 – 11:00 pm |
| OK Grocery Company Perishable 755 Beechnut Drive Pittsburgh, PA 15205 | Seven Days a Week 12:00 am – 3:00 am Dairy Only 3:30 am – 11:00 am all commodities |

2. Carrier Rejection & Claim Process

Grocery

Giant Eagle Warehouse:

- a. Indicates on the Bill of Lading (BOL) “refused to:” Carrier, Shipper or Unloading service
- b. If BOL does not list “refused to,” the driver should inquire with the receiving warehouse immediately
- c. Documents the number of cases or items refused
- d. Provides reason why the cases are refused
 - 1. The contract between Giant Eagle, Inc. and the carrier for transportation services has completed
 - 2. A claim will be filed when product cost exceeds \$500

Carrier:

- a. Report all OS&D and refused product at the time of delivery to Stacey.Fulleri@gianteagle.com or 412.919-3481
- b. Email the BOL discrepancies to OSD@gianteagle.com
- c. Claims must be filed and reported within 24 hours of your delivery appointment. A final determination will be based on:
 - a. Bill of Lading
 - b. Product UPC codes and quantity
 - c. Optional: Pictures if available (not all shipments will have pictures)

Deduction:

Giant Eagle, Inc. has no recourse but to deduct from the carrier for damages when the BOL is signed without an exception denoted

Produce

Giant Eagle Warehouse:

- a. Indicates on the BOL “**refused to:**” Carrier, Shipper, or Unloading Service
- b. If BOL does not list “**refused to**” the driver should inquire w/ the receiving warehouse immediately
- c. Documents the number of cases or items refused
- d. Provides reason why the cases are refused

- e. Re-loads damaged items on carrier's trailer. The contract between Giant Eagle, Inc. and the carrier for transportation services has completed

If Refused to Carrier:

- a. Carrier owns the refused product
- b. Carrier can keep or sell the product. Carrier is **not authorized** to sell Giant Eagle branded products, i.e., Market District, Valu-Time, etc.
- c. Product cost (**only**): Please contact Giant Eagle at produce.traffic@gianteagle.com. Product cost will be provided for maximize re-sale value

If Refused to Shipper:

- a. Shipper owns the refused product
- b. Carrier dispatcher calls the shipper for disposition
 - o Shipper advises carrier where to re-deliver the product
 - o Transportation re-delivery costs are between the carrier and the shipper
 - o Giant Eagle is not liable for detention time accrued while carrier waits for refused product disposition

If there are payment delays, 30 days or more in regard to shipper disposition deliveries, please contact Phil Cenci @ 412.920.9753 or phil.cencil@gianteagle.com

If refused to Unloading Service (Capstone): Capstone will take possession of the product and will not place back onto the truck

Deduction: Giant Eagle, Inc. has no recourse but to deduct from the carrier for damages when the BOL is signed without an exception denoted

General: A Federal inspection can be requested by the carrier

For questions, please contact Phil Cenci at phil.cenci@gianteagle.com or Giant Eagle OSD at osd@gianteagle.com

Possible re-delivery locations:

OH - Sanson - Alan Wood at 800-321-9014 or 214-554-5092

PA – Consumers - Tony Machi at 412-913-1789

PA – Corcoran - Tony Vivirito at 412-921-8900

I. Warehouse Appointment Procedures

- All deliveries other than UPS/Fed Ex require an appointment at least 24 hours in advance.
- Email Hours: Monday-Friday 7am to 4pm. Saturday-Sunday 7:30-3:00
- Email: scheduling.centralized@gianteagle.com

- Email Hours include 7 days/ week coverage. *Voicemails & Emails are reviewed over the weekends

J. Warehouse Incomplete Shipments, Backorders, and Overages

Suppliers are only authorized to ship the quantities and items indicated on the purchase order. All shipments must be delivered in full and the purchase order will be closed at the time of first receipt.

- Back orders, overages and substitutions are not acceptable.
- Excess product may be refused and returned to the supplier at their expense.

***This process varies slightly for pharmacy purchases. Please contact the Category Team for additional information*

K. Supplier Non-Compliance Policy

Supplier Non-Compliance Fees

Statement of Purpose:

In order to address the necessary improvements and efficiencies in the supply chain, we are changing the fee structure for suppliers that are non-compliant. The areas below are address:

1. EDI Data Compliance
2. Late Delivery
3. Fill Rate

| Compliance Area | Fee |
|---|--|
| EDI failure | 3 rd failure and all EDI failures thereafter will result in a \$200 fee per PO. |
| EDI failure for Cross Dock Suppliers | EDI & ASN Issues for an order will result in \$500 fee |
| Late delivery for delivered loads that are not LTL. On time is defined by the buyer's date within the stated lead time from supplier to Giant Eagle, Inc. | POs that are more than two days late will be charged a \$500 fee. An incremental \$100 for each additional day after will be charged to a max of \$1,000 |
| Fill Rate- will be measured at the sku level by PO. | Any item that is filled below 90% will incur a charge of 6% of the cost of shorted cases per PO. |

Fee Collection: Giant Eagle Inc. Will deduct the amount due from any outstanding invoice. *These amounts are in addition to, and not in lieu of, Supplier's indemnification and other obligations to Giant Eagle, Inc. Supplier agrees that all amounts set forth in the fee schedule are reasonable liquidated damages and do not constitute a penalty.*

L. Warehouse Data Interchange

EDI Compliance: EDI (Electronic Data Interchange) is the preferred method for purchase orders, invoices, and other process specific transactions between the vendor and Giant Eagle. Cost savings, increased accuracy, and expedited payment are some of the process efficiencies achieved with EDI. Vendors must adhere to the EDI specifications provided by Giant Eagle when establishing an EDI partnership. Non-compliance with Giant Eagle EDI specifications that impacts operations or increases administrative cost may result in vendor fees.

For more information on Giant Eagle electronic data interchange (EDI) procedures, please have your EDI team contact Giant Eagle when ready to receive a test transmission. Our EDI Analyst will create and send test transmission promptly.

Technical Contacts

EDI Analyst Lorraine Douglass 412.968-1722

Lorraine.Douglass@gianteagle.com

Giant Eagle Help Center 888.826.3193

412.968.1748

1. EDI Warehouse Ship from Codes for Giant Eagle Inc.

The following is a listing of the primary DUNS codes authorized for use in Data Element 66 (Identification Code Qualifier).

| Business Unit | Ship To Address | Duns Number |
|--|---|---------------|
| OK Grocery (Dry) | O K Grocery 755 Beechnut Drive Pittsburgh, PA 15205 412-928-0508 | 1194928330101 |
| Noble Distribution | O K Grocery – Noble Dist. 1600 W. Carson Street Pittsburgh, PA 15219 | 1194928330108 |
| HBC Service Company (Cigarette and Tobacco) | HBC Service Company 601 Meadowlands Blvd. Washington, PA 15301 724-873-5100 | 1194928332020 |
| Cranberry GLCS | Cranberry GLCS 263 West Kensinger Drive Cranberry Twp, Pa 16066 724-742-0201 | 1194928333331 |
| Fresh Food MFG | Fresh Food MFG 2500 Lovi Road Freedom, PA 15042 | 1194928333332 |

| | | |
|---|--|--|
| Interstate Cold Storage | Interstate Cold Storage 4350 Roberts Road Columbus, OH 43228 | 1194928333336 |
| Great Lakes Cold Storage | Great Lakes Cold Storage 6531 Cochran Road Solon, OH 44139 888-248-9600 | 1194928333337 1194928333333 |
| O K Grocery (Perishables) | O K Grocery 735 Beechnut Drive Pittsburgh, PA 15205 412-928-0508 | 1194928334444 (Dairy) |
| Crafton Perishable | OKP Produce and Floral 735 Beechnut Drive Pittsburgh, PA 15205 412-928-0508 | 1194928334445 (Produce) |
| Butler Refrigerated Meats | Butler Refrigerated Meats 690 Perry Highway Harmony, PA 16037 724-452-8936 | 1194928335050 |
| American Seaway ASF | American Seaway 10000 Hist Ave. – Truck Gate Bedford Heights, OH 44146 | 1194928336161 (Grocery) 1194928336163 (Frozen) 1194928336164 (Dairy) 1194928336165 (Produce) 1194928336166 (Meat) |
| Westbelt | Westbelt 2781 Westbelt Drive Columbus, OH 43228 | 1194928336169 |
| Fresh Food | Fresh Food 2500 Lovi Road Freedom, PA 15042 412-555-1212 | 1194928337070 (Produce) 1194928337071 (Grocery) 1194928337073 (Frozen) 1194928337074 (Dairy) 1194928337076 (Meat) 1194928337078 (HBC) |
| HBC Service Company (HBC and General Mdse) | HBC Service Company 601 Meadowlands Blvd. Washington, PA 15301-8934 724-873-5100 | 1194928338080 (Health/Beauty) 1194928338081 (Grocery) |
| Generic Drugs | HBC Service Company/Pharmacy 601A Meadowlands Blvd. Washington, PA 15301 724-873-5100 | 1194928338085 |

Invoices only: The bill to address for all business units is:

Giant Eagle, Inc.
101 Kappa Drive
Pittsburgh, PA 15238
412-963-6200 Duns: 1194928330000

M. **Warehouse Invoice Payments, Terms, Shorted Deal Deductions and General Information**

Warehouse accepts deliveries with valid purchase orders on an appointment basis only. Advance notice is required. The 10 Digit PO number must be clearly marked on all Bill of Ladings.

The receiving information compiled by our warehouse receiving systems (units and quantities) and our buying system (cost of goods and terms of purchase) will be the basis for all Supplier payments. It is essential that the driver receives and reviews the signed bill of lading from our warehouse receiver. Payment terms commence on receipt of goods basis (ROG).

Request for payment investigation must not be made prior to 21 days after payment terms end but no later than 180 days from date of invoice.

Acknowledgement for payment investigation will occur within 10 days of request, please contact Vicki Berdis at 412-968-1565 or via e-mail at vicki.berdis@gianteagle.com for further details.

1. Warehouse Invoicing

To facilitate the processing of retail support center purchases we are requesting that the following information appear on the face of each invoice:

- Ship to Address
- Remit to Address
- Invoice number
- Order Date
- Invoice Date
- Purchase Order number
- UPC code that conforms to Giant Eagle's number | Item description
- Pack | Size
- Quantity Ordered
- Quantity Shipped
- Giant Eagle Cost
- Weight of the Product (Perishable Shipments)
- Allowances by line item
- Gross amount due
- Net amount due
- Calculation of Cash Discount

- Freight Charges/Allowances at a line item level
- Payment Terms/ Cash Discounts
- Total Amount Due

2. Warehouse Supplier Payments

All payments will be based upon the terms indicated on the purchase order. Standard Giant Eagle terms are:

- Actual payment generation is predicated on the receipt of goods.
- Suppliers interested in FEDI as a method of payment should contact the Manager of Accounts Payable at (412) 963-5075.
- Request for payment investigation must not be made prior to 21 days after payment terms end and no later than 180 days from date of invoice.

3. Shorted Deal Deductions

Giant Eagle may deduct funds lost as the result of supplier shortages from the supplier's payment. The deductions could be the result of deals missed, impending cost increases, or freight allowances lost as a result of the shortage.

4. Product Cost Adjustments

There is an invoice tolerance of \$25.00 over or short. If there is a discrepancy within the \$25 tolerance, payment will be made according to Giant Eagle's system.

All Suppliers must inform Giant Eagle Category Teams of impending cost adjustments a minimum of 60 days in advance of PO receipt. There is also a moratorium on changes from October through December.

Each cost adjustment must be submitted individually following the procedures established by Giant Eagle.

The Category Team will review all information submitted to ensure the information is accurate and conforms to Giant Eagle's standards.

5. The Giant Eagle FairShare Process

Giant Eagle uses its Fair Share process to bill each of its vendors to support reset activities. These activities include, but are not limited to: Category Reviews, New Item Cut-Ins, New and Remodel activities, Center Store Reset processes, and capturing data for the Retail Insights tool.

Each Vendor will be charged a flat rate of six tenths of a percent (.60%) of purchases into Giant Eagle warehouses or DSD Receiving system. Several exclusions have been removed to account for non-everyday items as well as items that are not sold in a Giant Eagle, Market District, or Get Go location.

The Fair Share is invoiced quarterly and calculated based on the most recent quarter's data (Previous Quarter's Purchases x 0.60%)

For more information, please contact the Space Planning department at 412-967-4885.

6. Giant Eagle Deduction Contacts and Guidelines

The Giant Eagle Accounts Payable department receives many requests for backup or additional information regarding the deductions that may appear on your payment detail. While we try to provide as much information as we can, many deductions do not originate within the Accounts Payable department, and we are unable to provide this information. In an effort to assist you in obtaining the information you need, we have compiled a list of the most common deductions and other questions, and the corresponding Giant Eagle contact person. Please keep this for your records, and feel free to share this information within your company to those who may also find it useful.

Wholesale invoices can be emailed to: wholesaleap@gianteagle.com. Please do not send statements, order confirmations, etc. The AP department cannot process these. We require invoices only.

Wholesale Help/Customer Service: Any inquiries regarding payment status, claims for overages/shortages, address changes etc. Please be sure to include PO #, Invoice #, amount, phone #, return email address, shortage/overage claim information with a copy of the POD/BOL. We cannot investigate issues that are over **180 days from receipt of product**. If you have an issue that is over 180 days old, please have your sales rep or broker contact the buyer for resolution.

Email current Wholesale inquiries to: Deborah@gianteagle.com, 412-963-6200 X 22554

For issues involving list cost, including OI's and other deals, have your sales rep or broker contact the merchandising group.0000

Giant Eagle's payment terms begin on the date of **receipt of products**, not invoiced date.

Pharmaceutical Sales invoice questions: Deborah Gerardi, Deborah.Gerardi@gianteagle.com.

EFT payments: If you are interested in receiving payments via EFT vs paper checks, contact Nicole.Kerr@gianteagle.com.

Internal Audit Deductions starting with the letters "IA", or "AR"

AR and IA Deductions: Denise Ott, Denise.Ott@gianteagle.com, 412-963-6200 X 21430

All requests for backup for deductions beginning with the letters "SB" "DC" or "AUT" should be emailed to: Nathan.hileman@gianteagle.com.

DC deductions are fee changes for promotional deals that were submitted by the vendor.

SB deductions are scan back invoices related to promotional deals that were submitted by the vendor.

AUT deductions are billings created by the Category team at GE, for miscellaneous items, returns, etc.

Deductions beginning with the letters “LTRQ”: Space Planning Deductions, Long Term Resets
Saroj.Manda@gianteagle.com.

NBLTRQ Deductions: Bobby Miller, Bobby.Miller@gianteagle.com

SBNB Deductions: Laura Rospierski, Laura.Rospierski@gianteagle.com

Coupon Deductions beginning with “C”, “CI” or “CC” : Contact your coupon agent. Inmar’s phone number is: 800-846-7601.

Deductions ending with the following from the Logistics Department contact Stacey Fuller, stacey.fuller@gianteagle.com, 412-919-3481.

| | |
|-----------------------------------|--|
| “V” – Vendor detention | “D” – Detention |
| “L” – Layover | “U” – Unloading |
| “T” – TONU – Truck Order Not Used | “F” – Fuel |
| “LT”- Less Than Truck Load | Contact Phil Cenci, Phil.Cenci@gianteagle.com |

DSD (Direct Store Delivery) invoices beginning with **A, D, OR R:**
Kaitlin Kapustik, Kaitlin.Kapustik@gianteagle.com, 412-963-6200 X 22387

Tax Exempt Certificates and Credit Package: Please contact the buyer.

Certificate of Liability Insurance: Sarah.Green@gianteagle.com.

Unsaleable Invoices beginning with 1900, 1901, 2000, 2001, 2100, etc.: **Unsaleable Billable,** Matthew.Seklecki@gianteagle.com or you can review your unsaleable invoices on Inmars’ InvoiceLink. For setup and support, call toll free 1-866-248-3163 or email retrunsinvoices@inmar.com.

Non Compliance deductions: They will look like this containing FRO and/or SKU: 145899FRO1SKU. Contact the Non-Compliance group at GRP_GiantEagleNonCompliance@gianteagle.com.

Aetos Construction questions: Please contact Carolyn Hoffman, Carolyn.Hoffman@gianteagle.com; 412-967-6157

****Please note information provided above is subject to change.**

VI. FOR OUR DIRECT STORE DELIVERY (DSD) SUPPLIERS

This section of the guide contains information pertinent to our Direct Store Delivery (DSD) Suppliers. Please read this guide carefully. Each portion of the DSD Section contains the detailed information you need to do business efficiently and effectively with Giant Eagle.

A. DSD New Supplier Requirements

Vendor/Supplier/Merchandiser Service Requirements

Treat all Giant Eagle Team Members, customers and fellow vendors with respect and professionalism at all times and in all circumstances

Prior to Entering the Building/Back Room:

- Park transportation at a safe distance from the entrance of the store allowing premium parking spaces for customer use only. Delivery vehicles should only be parked in designated receiving areas not to interfere with customer access to the parking lot.
- Ensure powered industrial trucks for deliveries possess a required current operator certification card (on the operator).
- Giant Eagle's normal minimum receiving hours are from 7am to 12 noon, Monday – Saturday. Holiday receiving hours are determined by each store. If an exception to this is necessitated, exceptions must be made with store leadership prior to arrival.
- All deliveries must be made through back of store receiving doors (unless there is a unique situation approved by corporate merchandising team and store leadership).
- Deliveries will not be accepted without a valid invoice and any “not on file” items will not be accepted nor should be left in the building until authorized by the category management team.
- No more than 3 Vendor Reps should be in the receiving area at any given time – additional reps must wait outside of the store.
- Have all briefcases, backpacks or any other carrying case inspected by a Giant Eagle Team member upon arrival and departure without exception.
- Sign in and out of the retail location to include:
 - Date of visit or service
 - Company name
 - Representative name
 - Reason for visit Meeting with (if applicable)
 - Arrival time
 - Departure time
 - Badge number/letter

Note: All retail locations are required to have a service form available in the backroom receiving area and one located at the service desk (out of the way of customers). Badges designated 1-26 and A-Z will be provided upon sign in and should be worn at all times within the building.



While Working on the Sales Floor:

- Be easily identifiable by our customers and Giant Eagle team members:
 - Uniforms/clothing should appear professional, clearly identify the company they work for, and not be in violation of Giant Eagle's Retail Team Member Dress Code Policy (attached).
 - Photo ID badges should always be worn to properly identify reps working within our stores.
- When stocking the shelf with product, ensure the following conditions are being met:
 - Shelf is wiped clean prior to product being placed (if needed ask a Giant Eagle Team Member for a towel and cleaner to wipe the shelf).
 - Shelf should be fully stocked with product that is fresh (code date requirements as required by category should be followed) and only in compliance with Corporately approved plan-o-grams
 - All items have a shelf tag/sign with an accurate description, size & price information
 - Work area is clean, organized, and safe at all times to minimize interruption to customers shopping the aisle.
 - For safety reasons, do not utilize power jacks on the sales floor at our retail locations. Any damage resulting from failure to adhere to this policy will be at the expense/liability of the vendor.

Before Exiting the Building:

- Break down empty boxes prior to removing them from the store – do not use compactors or bailers in the building to dispose of product or boxes.
- Any product left behind as back stock must be approved by store leadership and should be stored in a safe & organized manner within designated locations.
- Obtain a sales receipt for any purchases and exit via the front doors when leaving with any purchases.
- Issue credits for any damages or out dated product.
- Pick up "scan sheets" as Proof of Delivery.

Repeated failures to adhere to these policies may lead to reps being suspended or permanently prohibited from conducting business within our stores.

Retail Store Vendor Service Sign-In Implementation & Process

Create vendor badges (A-Z) and (1-26)



Acquire two clear containers or baskets as pictured



Print/order vendor sign-in forms to be placed by container/basket



Print - Path: SharePoint>Retail Inventory Management>Receiving

Order – Path: GE Central>Applications>Online Forms

Apply signage as listed below. Note: vendor badges with letters are used for front of store entrance/service center and vendor badges with numbers are used for backroom entrance

Merchandising will communicate this new policy to all vendors who service our stores

Store leadership and team members need to ensure the vendor sign-in policy is in place by:

- Following the above implementation requirements

- Ensuring all vendors sign in and out and are wearing vendor badges
- Ensuring all vendors are following the dress code as documented below
- Ensuring all vendors are following code date standards (provided by merchandising dept.)
- Reporting compliance concerns to merchandising in a timely fashion

Vendor Dress Code Policy Effective January 1, 2017

At Giant Eagle, we believe that the professional appearance of all team members directly affects the perception our customers have of our service. Therefore, it is necessary that the dress code policy be followed to ensure we are presenting Giant Eagle in a positive, professional manner at all times.

Uniforms:

A Giant Eagle uniform consists of all articles of clothing on your person. Therefore, all pieces of the Giant Eagle uniform should be clean and presentable (NO wrinkles, holes, stains, dirt or other markings) at all times. Shirts may be tucked in or left out. If you choose to wear your shirt out the length of your undershirt (if worn) must not be longer than your Giant Eagle shirt. Uniform exceptions may exist for retail store events, such as football games or company initiatives where t-shirts are provided. However, it is still required that event attire be clean, presentable and appropriate colors for the event.

Name tags

- Name tags must be worn at all times on the left chest
- The first name of the team member (no nicknames) should be clearly visible and able to be read from a distance. Names should be typed with a label maker – handwritten names are not permitted.
- Name tags that are dirty, worn or peeling should be replaced immediately – please see your supervisor for a replacement.
- Name tags should be free of any “flair” – stickers, decals, etc.

Accessories:

- For your safety and security, jewelry should be minimal. Artificial nails or nail decals will not be permitted.
- Earrings and other jewelry should be conservative and appropriate for a place of business.
 - Post-type earrings are preferred, but small (1 inch in diameter) hoop earrings are acceptable
 - Long and dangling earrings (more than 1 inch) are not acceptable
 - Team Members working in a food preparation areas are only permitted to wear plain wedding band and single post type earrings. No other jewelry is permitted to be worn on hands, arms, or face.
- Visible Body Piercings
 - Visible body piercings (small nose studs and eyebrow studs) are permitted provided that they are in good taste.

- Leaders have the right to ask a Team Member to remove the body piercing if, in their opinion, the piercing interferes with professional image or operational procedures.
- Tattoos
 - Visible, non-offensive tattoos are permitted provided that they are in good taste.
 - Leaders have the right to ask a Team Member to cover their tattoo if, in their opinion, the tattoo displays offensive or inappropriate material or interferes with professional image.

Safety gear:

- Slip-resistant shoes must be worn at all times in perishable areas.
- Safety gloves must be worn while handling or operating knives or slicers.
- Hairnets or hats and gloves are required in all food preparation areas at all times.
- Hairnets or hats must cover all of your hair.
- Latex gloves are required when handling fresh foods.

In order to establish your company as a Direct Store Delivery (DSD) supplier, you must:

- Fill out a New Vendor Form and submit it to the appropriate Category Team along with all requested attachments.
- A Giant Eagle representative will review the paperwork to determine if your company qualifies to become a DSD Supplier with Giant Eagle.

Once your company has been accepted as a DSD Supplier, your company will be given a Giant Eagle vendor number.

- This vendor number will be used for backdoor receiving.
- Your vendor number will also facilitate payment for product received.

DSD requirements have been met, a Giant Eagle category team member will review your new vendor form and information with your company's representative.

Please Note: In order to receive proper payment of your invoices it is your responsibility to comply with all Giant Eagle's DSD policies and procedures.

B. New DSD Items

All Suppliers must receive authorization for new products from the appropriate Category Team prior to delivery to our stores.

- Please do not contact stores directly for authorization.
- Each new item must be individually authorized using the appropriate forms and procedures established by Giant Eagle.
- The Category Team will review all information submitted to ensure the information is accurate and conforms to Giant Eagle's standards.

- Each item presented must be accompanied by the appropriate new item form as well as product samples for verification of UPC information.

After new items have been accepted, it is the Supplier's responsibility to provide Giant Eagle with samples of the new items no less than ten (10) weeks prior to expected publishing of Planograms and/or shelf introduction.

- **Three** live samples must be provided. These samples will **NOT** be returned to the Supplier. These samples are necessary for:
 - High-quality imaging for marketing and advertising use
 - Measuring product to allow for the creation of accurate Planograms.

Please Note: All new items must have a valid UPC number or an assigned PLU number

C. UPC Barcode Standards

All products delivered to Giant Eagle must have pre-approved UPC bar codes.

- All products must have scannable UPC bar codes.
- Products without scannable UPC bar codes will not be accepted.
- No UPC bar codes may be changed without prior notification to Giant Eagle's Category Teams.
- Any and All UPC Code changes must be communicated to the appropriate Category Team at least fourteen (14) days in advance of PO receipt.

D. DSD Standards of Service

Giant Eagle is committed to the highest standards of customer service. It is Giant Eagle's expectation that our Supplier Partners are also highly motivated to increase sales and improve customer satisfaction. Suppliers must work closely with our Category Teams to present new items, establish promotions, correct service issues, address product problems, and ensure an effective supply chain.

1. Promoted Products

Product offered to our Category Teams for advertisement and or a promotion is expected to be 100% in stock.

Suppliers who provide in-store services are expected to work closely with our store Department Leaders to rotate product and help ensure that our shelves are clean and fully stocked with the freshest product available. Suppliers should pull any product that will become out of date before the next scheduled delivery or service date.

2. Frequency of Deliveries

The velocity of product sales must be the basis of determining the frequency of DSD deliveries (out of stock conditions result in lost sales for both Giant Eagle and its suppliers).

3. Out of Date Product

Code dated product must be properly rotated and any out-of-date product must be pulled off the retail shelf immediately to meet our customers' expectations of freshness and quality.

Product is considered out-of-date if the "sell by" date indicates that the product will expire prior to the next scheduled delivery or service date.

4. Quality Issues

If an out of date or product quality problem occurs, the Supplier will be expected to correct the problem immediately by issuing credit through the backdoor system. The Supplier is also expected to put procedures and standards in place with their retail representatives to prevent future occurrences.

Ongoing problems will be addressed by the appropriate Category Team. It is at the discretion of the Category Team to determine the continued relationship with that Supplier.

Please Note: As a Direct Store Delivery Supplier, it is your responsibility to communicate all information contained in this Supplier guide to your affected departments and personnel. All of the Supplier's retail and headquarters representatives are expected to comply fully with all of Giant Eagle's requirements.

E. DSD Product Delivery

Direct store deliveries must be made in accordance with Giant Eagle's published Policies and Receiving Procedures.

- Permitted delivery times are posted in the receiving area of each store. Hours may vary by store.
- All Suppliers should make their deliveries through the back receiving doors.
- All merchandise will be counted in and I or out by the Giant Eagle certified DSD receiver. "Green Lighted Suppliers are excluded from this process.
- All deliveries must have a unique invoice number and invoices should include:
 - The correct Supplier number
 - A unique invoice number
 - The correct invoice date Store name
 - Store number
 - UPC(s)
 - Quantity
 - Cost

- Retail (where specified by Category Team)
- Item Description

1. DSD Small Package Delivery: Crossdock, UPS, and FedEx

In some instances, when approved by the appropriate Category Manager, DSD goods are delivered to Giant Eagle or Market District Stores via cross dock or small package delivery firms (such as UPS and Federal Express).

- Every effort must be made to deliver complete orders.
- Each case/carton must be marked with the Supplier name and invoice number.
- Methods such as banding and netting should be utilized when shipping via cross dock or small package delivery in order to ensure that all goods are delivered together, in their entirety.
- The use of netting and banding will reduce the possibility of product arriving in multiple deliveries to store locations.
- When netting or banding are used to secure multiple cartons, cartons should be individually labeled (1 of x, 2 of x, x of x), where applicable.

F. DSD Data Accuracy

It is critical that all information you provide to Giant Eagle is correct and timely. It is also the responsibility of the Supplier to continue to update all information in a timely manner, allowing a minimum of fourteen (14) days lead-time for DSD file maintenance updating.

G. DSD Information Exchange

It is recommended that all suppliers have the ability to send and receive information through electronic means, including DEX, NEX and ASN. This has proven to be an efficient method of exchanging information on purchase orders, merchandise receipts and invoices.

For more information on Giant Eagle electronic data interchange (EDI) procedures, please have your EDI team contact Giant Eagle when ready to receive a test transmission. One of our EDI Analysts will create and send test transmission promptly.

Technical Contacts

| | | | |
|-------------|-------------------|--------------|--|
| EDI Analyst | Lorraine Douglass | 412.968.1722 | lorraine.douglass@gianteagle.com |
|-------------|-------------------|--------------|--|

| | |
|-------------------------|--------------|
| Giant Eagle Help Center | 888.826.3193 |
| | 412.968.1748 |

H. DSD Invoices, Payments, Terms, and General Information

The information compiled by our backdoor DSD system will be the basis of all DSD Supplier payments. The Supplier representative (driver/route person) is responsible for picking up the Giant Eagle DSD invoice/scan sheet from the Giant Eagle DSD receiver. This invoice is your proof of delivery. Payment terms begin at the end of the receiving week (Saturday).

Suppliers that ship to stores without the use of a driver/route person must include the invoice with the shipment. A shipment cannot be received into Giant Eagles' DSD system without invoice information and therefore payment terms cannot commence.

Request for payment investigation must not be made prior to 21 days after payment terms end and no later than 180 days from date of invoice. Acknowledgment for payment investigation will occur within 10 days of request.

I. DSD Returns and Credits

All Suppliers who provide in-store services must credit and remove merchandise from the store before bringing in the new merchandise.

All merchandise removed from any Giant Eagle store for credit must first be entered into the backdoor DSD system as a return or credit.

There will be no merchandise exchanges.

All damaged and out-dated merchandise is to be handled on a delivery-by-delivery basis.

All store returns, damages and credits must have a unique invoice number indicated on the face of the document in order to be processed through our backdoor system. The invoice must include:

- The correct Supplier number
- A unique invoice number
- The invoice date
- The store name
- The Store number
- UPC(s)
- Quantity
- Cost
- Retail (where specified by Category Team)
- Item Description

J. DSD Invoicing

Invoices must accompany the product delivery. We will pay based on the data scanned through our corporate stores' backdoor DSD system. Supplier representative (driver/route person) is responsible to pickup the Giant Eagle DSD invoice/scan sheet from the Giant Eagle DSD receiver. This invoice is the Supplier's proof of delivery. We strongly recommend that drivers provide the Supplier's Accounts

Receivable department with a copy of the generated invoice from Giant Eagle's backdoor DSD system. This will represent the amounts that will be processed for payment. Invoices for DSD product should not be sent into the Giant Eagle corporate office.

To facilitate the process of applying payments, Giant Eagle will enter the Supplier's invoice number as it appears on the shipping document/packing slip into the backdoor DSD system. However, when the invoice is directly interfaced into Giant Eagle's accounts payable records, the invoice number will be prefaced by either a "D" delivery or "R" return.

Invoice/credit numbers will appear on the check stub as follows:

1. Deliveries

All payments for deliveries of product will appear on the check stub with a D in front of the Supplier's invoice number.

2. Credits and Adjustments at store level

All credits for return of product at store level will appear on the check stub with an R in front of the Supplier's credit invoice number. Also, if a store returns an invoice from the system because of an entry error, it will appear with an R in front of the invoice number. The store will then re-enter the invoice with an A at the beginning of the invoice number or at the end of the invoice number to indicate an adjustment.

3. Adjustments at corporate level

Adjustments made at corporate to invoices for pricing or pack errors will appear on the check stub with an AID or ((A2D, A3D, A4D, etc.) if more than one adjustment per invoice) in front of the supplier's original invoice or credit number.

This invoice number will also appear on check stubs indicating the invoices that will be included as part of a payment. Please note that NO additional supporting documentation will be provided.

Each invoice must have the following data indicated:

- Invoice Number
- Store Name, Number and Billing Address
- Invoice Date
- Complete product description
- Point of sale UPC code which conforms to Giant Eagle's number
- Quantity delivered

- Product pack
- Unit Cost
- Unit Allowances
- Total product cost (quantity received multiplied by the unit cost less allowances)
- Retail (as directed by Category Team)
- As previously indicated all Store Returns, Damages, credits must have the information indicated above on the face of the document in order to be processed through our backdoor DSD system.
- Giant Eagle will not process payments based upon Supplier statements.
- The DSD Invoice (Scan Sheet) is an output sheet of the items that were scanned through the backdoor DSD system. The driver must retain the Supplier copy of this document to be used by the Suppliers' A/R department for check reconciliation. The quantity received along with cost, item, delivery date, customer number, actual invoice number will appear on this document.

K. DSD Payments

Payment terms begin at the end of the receiving week (Saturday). If an invoice is not scanned through the DSD Backdoor Receiving System upon delivery, terms will not commence until it is scanned.

Suppliers must contact Accounts Payable for disputes. Request for payment investigation must not be made earlier than 21 days after payment terms end but no later than 180 days from date of invoice. Acknowledgement for payment investigation will occur within 10 days of request.

The Supplier's actual invoice number will appear on the check remittance in the invoice number column.

L. Specific Invoice and Payment Instructions for Beer, Wine and Liquor

The invoicing of alcoholic beverages requires the following data:

- Each invoice is to have a unique number
- The cost and retail listed for each product
- The complete UPC and description for each product
- A copy of the invoice must be kept at store level upon delivery

Where applicable all taxes and bottle charges are to be included within the cost of the product.

The State of Ohio mandates that all purchases of alcoholic beverages be made cash on delivery. However; for all beer and wine purchases not paid cash at store level, the amounts are EFT'd using either Fintech or directly by supplying the totals to the Treasury Department of Giant Eagle.

Beer and Wine suppliers choosing direct draw from the Giant Eagle account must communicate with Giant Eagle's Treasury department. We require the following information: Bank name, address, city and state, ABA number, and a written request to access Giant Eagle's Bank account. Additionally we are requesting a daily MSWord file that details all transactions for beer and wine by store.

Suppliers choosing to use the Fintech service must contact them directly at 1-813-288-1980. Fintech is involved with making the arrangements between the distributor/Supplier and the retailer to ensure payment is received by them in a timely manner.

M. DSD Invoice Discrepancies

Differences relative to unit costing issues must be resolved with representatives in Giant Eagle's merchandising department. In order to minimize these issues we have revised and/or implemented processes that will ensure supplier information is being accurately entered into the DSD system and closed in a timely manner.

For differences other than unit cost issues, we have designated a DSD Help Desk Coordinator to field all questions and concerns. The coordinator is a member of the company's accounts payable team and will direct your representative to the proper source for problem resolution (the help desk direct line is (412) 963-5025). The Help Desk Coordinator will direct calls regarding costing issues, short payments, and past due invoices (we ask that an invoice be at least 21 days past terms prior to contacting the Help Desk for assistance).

We are requesting a proof of delivery MS Excel spreadsheet if more than five invoices are at issue for investigation. (The spreadsheet must include the invoice number, invoice date, delivered date, store number, store department and dollar amount).

Support Backup is sent with your check, or original invoice, for all deductions that are taken. If you are not receiving backup from your lock box or mailroom, you need to contact them to forward the paperwork to you. If necessary, we will mail backup for all Accounts Payable initiated deductions directly to you weekly. We can only provide one set of backup (we cannot send the same backup to the Supplier and to the broker). We will assess a \$3.00 charge per page of additional backup copies requested. This charge will be deducted from your next payment after mailing the requested backup. This deduction will appear on your remittance with an invoice number or "ReschFee", followed by the date.

N. Giant Eagle Deduction Contacts and Guidelines

The Giant Eagle Accounts Payable department receives many requests for backup or additional information regarding the deductions that appear on your payment detail. While we try to provide as much information as we can, there are times when a deduction has not originated within the Accounts Payable department, and therefore, we are unable to provide this information for you. In an effort to assist you in obtaining the information you need much more efficiently, we have compiled a list of the most common deductions and various other requests along with the corresponding contact person within Giant Eagle.

Wholesale Help/Customer Service:

- Any inquiries regarding payment status, claims for overages/shortages, address changes etc. email: AP.WholesaleHelp@gianteagle.com.
- Please be sure to include PO#, Invoice#, amount, phone, return email address, shortage/overage claim information with copy of POD/BOL pertinent to the inquiry.
- If an item is over 180 days please have your sales rep or broker contact your buyer at Giant Eagle.

- Giant Eagle's payment terms begin at the end of the receiving week (-----
.Saturday).

Internal Audit Deductions starting with the letters "IA" or "AR":

- Denise Ott: Denise.Ott@gianteagle.com; 412-963-6200 X 21430

Deductions beginning with the letters "SB" or "AUT":

- For Backup: Please contact your Sales Representative initially. If they do not have the information, please contact Bethann Heakins: Bethann.Heakins@gianteagle.com; 412-963-6200 X 22480.
- For Repayment: Have your sales rep contact the buyer.

Space Planning deductions beginning with the letters "LTR-Q":

- Sue Bowser: Sue.Bowser@gianteagle.com; 412-967-4755

Coupon deductions beginning with the letters "C", "CI" or "1CC":

- Contact your coupon agent.

"LT" Deductions and all freight bills:

- Stacey Fuller: Stacey.Fuller@gianteagle.com; 412-919-3481

For all issues involving cost, including OI's and other deals, please have your sales rep or broker contact the buyer.

DSD (Direct Store Delivery) invoices:

- Dolores Hough: Dolores.Hough@gianteagle.com; 412-963-2374
- Tanya Shaffer: Tanya.Shaffer@gianteagle.com; 412-963-6200 X 22233

Sales Tax Exemptions and IRS W-9's:

- Please contact your Giant Eagle Category Representative

**Please note information provided above is subject to change.*

VII. WHO TO CALL

If you are already a Supplier Partner and have additional questions or comments, please visit MarketPartners.GiantEagle.com. If you were unable to find the answers to your questions in this guide, please contact the appropriate department.

Accounts Receivable: 412-963-6200 X22144

DSD Issues: 412-963-5025

Logistics: 412-920-9757

Wholesales: 412-968-1565

Space Planning (Planograms & Resets): (412) 967-3739

VIII. Insurance Requirements

GIANT EAGLE INSURANCE REQUIREMENTS

Vendor shall procure and maintain in full force and effect, and shall require its Subcontractor(s), if any, to procure and maintain, the following insurance in the amounts and with the conditions set forth:

| Coverage Line | Coverage Requirements | Minimum Insurance Limits |
|--|--|---|
| Commercial General Liability | Personal and Advertising Injury, Products/Completed Operations, Medical Payments, Bodily Injury, Broad Form Property Damage, and Contractual Liability | <ul style="list-style-type: none">• \$5,000,000 Per Occurrence• \$5,000,000 Aggregate |
| Workers Compensation & Employer's Liability | For any Vendor whose employees will be entering any Company premises. | <ul style="list-style-type: none">• Statutory Limit/\$1,000,000 if no Statutory Limit• \$1,000,000 - Employer's Liability coverage |
| Automobile Liability | To include an endorsement for broadened auto pollution coverage (CA 99 48 or equivalent) and applies to any Vendor whose employees or agents will be delivering to or driving on any Company premises. | <ul style="list-style-type: none">• \$2,000,000 Combined Single Limit |
| Professional Liability (E&O), including Cyber Risks | Professional error, act, or omission, including Cyber Risk Exposures, arising out of Vendor's performance of work. Cyber Risk Exposures include, but are not limited to, Network Security Liability, Privacy Liability, Electronic Media Liability, Business Income and Extra Expense, Dependent Business Income and Extra Expense, Intangible Loss, Public Relations Loss and Extortion Loss. | <ul style="list-style-type: none">• \$5,000,000 Per Occurrence• \$5,000,000 Aggregate |
| Cyber Liability | Cyber risk exposures arising out of the Vendor's performance of work. Policy shall include coverage for third party liability including network security liability, privacy liability and media liability; first party privacy expenses including breach response costs, consumer notices, consumer identity protection and restoration expenses, privacy regulatory actions; and first party network interruption including cyber extortion, business interruption, dependent business interruption and data restoration. | <ul style="list-style-type: none">• \$5,000,000 Per Occurrence• \$10,000,000 Aggregate |
| All insurance coverage above shall (1) contain a waiver of subrogation in favor of Giant Eagle, Inc., where permitted by law, (2) provide that such insurance is primary, non-contributory, and not excess coverage, and (3) except for Workers Compensation, name Giant Eagle, Inc., Its Subsidiaries & Its Affiliates as additional insured, or equivalent. If any coverage is on a claims-made form, Vendor shall maintain continuous coverage or exercise an extended discovery period for a period of no less than five (5) years from the time that the work has been completed. | | |

- Umbrella/Excess Liability insurance is acceptable to meet the above defined requirements. Vendor shall cause each insurance company to provide the insurance on an umbrella basis in excess over and no less broad than the liability coverages required herein (including as to Company's additional insured status), with the same inception and expiration dates as Commercial General Liability insurance, and with coverage that "drops down" for exhausted underlying aggregate limits of liability coverage. This Umbrella/Excess Liability coverage may supplement the underlying coverage.
- Each insurance policy shall be issued by a company with an AM Best Financial Strength Rating of A- or better and AM Best Financial Size Category Rating of VII or better, and a complete copy must be provided to Giant Eagle, Inc. upon request. If at any time during the term of coverage, an insurer's AM Best Financial Strength Rating is downgraded to below A-, Vendor shall at its sole cost and expense procure new coverage meeting the above criteria with an insurer meeting the preceding minimum requirements for Financial Strength and Financial Size Category Ratings. Each insurance policy should be occurrence based.
- Vendor must provide current Certificates of Insurance and copies of pertinent policy endorsements verifying Vendor's compliance with the insurance requirements above (i) upon Vendor's execution and submission of any agreement, (ii) at any time upon request of Company, and (iii) not less than thirty days prior to expiration of any policy required above. Each Certificate of Insurance shall:
 - Show Vendor as the Named Insured
 - Provide information as is standard on the ACORD 25 Certificate of Liability Insurance
 - Show the following as Certificate Holder and Additional Insured:
 - Giant Eagle, Inc. and its direct and indirect subsidiaries
 - 101 Kappa Drive
 - Pittsburgh, PA 15238
 - Attn: Legal Department
 - If the certificate of insurance does not comply with the requirements, a delay will occur in processing the agreement until compliance is met. Failure to maintain insurance coverage may result in an inactivation of the account. Orders and payments may be withheld until the certificate of insurance has been received and approved by Giant Eagle, Inc.
- Vendor will provide Giant Eagle, Inc. at least 30 days advanced written notice for any cancellation, reduction in coverage, or material change to the insurance requirements stated herein. Vendor shall not use self-insurance or other non-risk transfer insurance programs unless they are fully disclosed to, and written permission has been given by, Giant Eagle, Inc. to use such programs to meet these insurance requirements. In the event Vendor or its insurance carrier defaults on any obligations herein, Vendor agrees that it will be liable for all reasonable expenses and attorneys' fees incurred by Giant Eagle, Inc. to enforce the provisions herein. Vendor shall maintain a contact in the United States to be reached during normal business hours for customer or Giant Eagle, Inc. claims.