



Vendor Terms and Conditions

Contacts

For particular goods or services that Vendor wishes to sell to Uwajimaya, Vendor will contact Uwajimaya's Central Merchandising Team as noted below. Vendor will be directed to the appropriate centralized buyer for each product or service. If Uwajimaya believes there is a fit for that product or service at Uwajimaya, Uwajimaya will so advise Vendor and assist with the completion of the necessary paperwork. Vendor agrees that it will not present new items at store level.

Grocery@uwajimaya.com

Delibakery@uwajimaya.com

Seafood@uwajimaya.com

Nonfoods@uwajimaya.com

Meat@uwajimaya.com

Alcohol@uwajimaya.com

Produce@uwajimaya.com

Scope

These Vendor Terms and Conditions apply to all goods and services provided by Vendor to Uwajimaya. In the event of any conflict between these Terms and Conditions and any purchase order, invoice, credit memo, or other document provided by Vendor in connection with a particular sale, these Vendor Terms and Conditions will prevail.

Permits & Licenses

Vendor is responsible for obtaining all permits and licenses necessary to operate its business and to sell goods and services to Uwajimaya under this Agreement. The list below is provided as a guide and is not meant to be inclusive of all permits, licenses and requirements needed. It is the responsibility of Vendor to submit the necessary permits to Uwajimaya.

- A valid business license for the state(s) and city in which the product(s) will be sold.
- Consumable products require a production facility and resale permit from the Department of Agriculture and/or Health Department from the state in which the product is made.
- A completed Form W-9 and applicable license information if providing a service, and not a product for resale.
- There may be additional requirements for products that are manufactured and sold in the same state or across states:
 - Consumable products that contain beef, poultry or pork require a USDA permit.
 - Consumable products that contain seafood are required to have a Fish and Game permit.



Insurance

- Vendor shall obtain and maintain, at its expense and for the duration it conducts business with Uwajimaya, insurance coverages stipulated in this Agreement. Vendor will provide Uwajimaya with a Certificate of insurance confirming those coverages prior to conducting business with Uwajimaya and on an annual basis thereafter.
- The certificate of insurance shall be acquired from a liability insurance provider acceptable to Uwajimaya and must reflect at least the following minimum coverages and limits (as applicable):
 - General Liability: \$1 million for each occurrence and \$2 million for aggregate.
 - Automobile Liability: \$2 million in Automobile Liability per accident.
 - Workers Compensation & Employer's Liability: \$1 million for each accident or the minimum required by applicable law, whichever is greater.
 - Umbrella Policy: Contingent upon each vendor's insurance coverage.
- Uwajimaya must be listed as an additional insured on each certificate of insurance.
- If Vendor operates under a trade name or dba that is different than its legal name, the certificate of insurance must include Vendor's legal name and trade name.
- Vendor's insurance must be underwritten by insurance companies rated "Secure" or better by A.M. Best Company of at least a rating VI or above.
- The certificate of insurance must provide that the applicable policy(ies) (including policy limits) cannot be terminated, cancelled or materially modified until after 30-day notice has been submitted to Uwajimaya. Vendor must submit (i) a certificate of insurance prior to the first sale to Uwajimaya, and (ii) an updated certificate of insurance whenever coverage is renewed or materially altered. Certificates of Insurance must be submitted either by:

Mail: Uwajimaya, Inc.
 Attention: Finance
 4601 6th Ave S
 Seattle, WA 98108

Email: corpfinance@uwajimaya.com

- All insurance policies shall be written as primary policies and not contributing with or being in excess of any coverage which Uwajimaya may carry. Each insurance policy shall contain a waiver of subrogation provision reasonably acceptable to Uwajimaya (and each certificate of insurance shall reflect the existence of such provision).
- Uwajimaya may require higher limits and/or different coverages for certain products, operations or business practices. Failure to meet these requirements can result in the termination of the business relationship.
- Vendor must communicate directly (and not through its insurance company or agent) with Uwajimaya regarding certificates of insurance and any termination or modification of those certificates.



Product Ordering and Purchase Orders

Product ordering may be conducted in a variety of ways. The ordering method for Vendor must be agreed upon with Uwajimaya's Central Merchandising Team prior to working directly with the stores.

Orders placed by an Uwajimaya authorized staff member:

- Orders are phoned in as needed
- Orders are phoned in according to an agreed-upon delivery schedule
- Orders are emailed as needed on Uwajimaya or Vendor provided order guide
- Orders are emailed according to an agreed-upon delivery schedule on Uwajimaya or Vendor provided order guide
- Orders are created through a third-party hand-held device and sent electronically as needed
- Order are created through a third-party hand-held device and sent electronically according to an agreed-upon delivery schedule
- Orders are created with a P.O. using a hand-held device and sent electronically as needed
- Order are created with a P.O. using a hand-held device and sent electronically according to an agreed-upon delivery schedule

Orders placed directly by an authorized vendor:

- Orders are generated by a Vendor sales representative who physically walks the store and visits on an agreed-upon cycle. Proposed orders are authorized by store contact prior to delivery
- Orders have a weekly standing order and are automatically sent

All product must be delivered to the designated area and within the receiving hours defined at each store and, subject to approval, must be checked-in by an Uwajimaya Receiving Clerk or designated department representative.

All products must have an associated invoice delivered at the same time as the product.

Any necessary credits determined at point of delivery will follow the agreed-upon credit policy with Uwajimaya and Vendor. This may include:

- Vendor credit form listing invoice number affected, item description, cost and credit reason. Credit statements are issued within the agreed-upon timeframe for Uwajimaya.
- Uwajimaya writes directly on the invoice identifying the item requiring credit and the reason for the credit and includes Vendor signature and date. Uwajimaya will short-pay the invoice.

Product Information & Delivery

A unique UPC code (Universal Product Code) and scan barcode must be assigned to each item. If a product contains two UPC codes, Vendor must submit both to Uwajimaya. Vendor must notify Uwajimaya immediately if any UPC code is changed. Perishable foods may have a PLU (Product Lookup Code) assigned.



Vendor may obtain UPC codes from the GS1 supply chain standards system. Vendor may contact GS1 by phone at 1-609-620-0200; by email at: info@gs1us.org; or by visiting <http://www.gs1us.org/> for information and guidelines.

In order to prevent cost discrepancies between an invoice and Uwajimaya's database, Vendor must provide accurate costing information directly to Uwajimaya within the timeframe and method outlined by the Central Merchandising Team.

Accurate product costing includes being transparent with and communicating all costs for which Uwajimaya might be responsible, such as ongoing freight charges, fuel fees, taxes and tariffs.

Specific data fields are necessary to keep updated costing records on all items. All products must be current with:

- a. Correct UPC code(s)
- b. Size of product (ounces, grams)
- c. Brand
- d. Description
- e. Cost of case
- f. Case pack

Uwajimaya will not order any products until all Vendor paperwork has been completed. Vendor must be an approved vendor with an item approved by a member of the Uwajimaya Central Merchandising Team and capable of being scanned prior to delivery. If a product is found to be Not on File (NOF), the store staff will pull all products off the sales floor until corrected or called in for credit and pick-up by Vendor.

Vendor must be able to deliver products and services with a frequency that supports Uwajimaya's business according to specific store receiving procedures within the specified delivery window as outlined by Vendor's principal contact.

Uwajimaya retains the right to reject specific items or entire deliveries for reasons that include:

- a. Unauthorized vendor
- b. Items do not relate to the order placed with the Vendor
- c. Items are not on file
- d. Items without a valid UPC unless a store velocity code has been established prior to delivery
- e. Items that have been altered or misbranded
- f. Items contain defective or inadequate warnings, labeling, instructions, or safety guards
- g. Items, their ingredients, or components violate any law, regulation, or court or administrative order



- h. Items infringe on any third party's patent, trademark, copyright or other intellectual property right
- i. Items or orders have not been properly stored, packed, distributed, and transported
- j. Damaged items
- k. Perishable items have not been stored, distributed, and transported at temperatures less than 41°F (or other required temperature).
- l. Product involved in a safety recall
- m. Deliveries deviate from the store-established receiving policies without advanced approval and consent
- n. Credits or spoils become excessive and driver refuses to issue a credit

Commitment to Food Safety & Source Transparency

1. Vendor must assure full compliance with applicable local, state, and federal laws and other legal requirements.
2. Vendor must be in compliance with FALCPA Guideline and food-labeling laws as determined by the FDA. Information is required in English on the labeling. Additional relevant languages can be included and are encouraged.
 - a. Ingredient Change/Allergen Reporting - Uwajimaya requires a 30-day minimum advance written notice for all ingredient changes.
 - b. Vendor must complete an ingredient change form to describe any product ingredients and or allergens when these are not clearly or completely described on a product label or packaging. This applies to scalable and non-scalable items. Vendor must submit its completed forms to its principal contact.
 - c. Uwajimaya reserves the right to edit ingredients to comply with the limits and capabilities of the existing scale system. The reporting of potential allergens and ingredients is entirely the responsibility of Vendor and is essential for food safety and to allow Uwajimaya to safely serve its customers.
3. Shelf life or sell-by date must be clearly printed on the outside of the food packaging.
4. All refrigerated products must be delivered in refrigerated vehicles or in coolers containing dry ice or ice packs and held at 41°F or below (dependent on specific product needs).

Vendor is responsible for meeting the following temperature and product standards:

- Meat & poultry: 41°F or colder and stamped with USDA-inspection stamp. Good color and no odor.
- Seafood: 41°F or colder. Good color and no off-odors.



- Shellfish: 45°F or colder. Clean, shells closed, and no broken shells. Shell stock tags must be readable and attached. Cooked and live shellfish cannot be received in the same container as raw shellfish.
 - Fresh produce: If produce is cut or processed, it should be received 41°F or colder.
 - Milk: 45°F or colder.
 - Dairy products (other than milk): 41°F or colder.
 - Eggs: 45°F or colder. Shell eggs: clean and un-cracked.
 - Frozen and dry eggs: pasteurized.
 - Refrigerated processed food: 41°F or colder. Label can be read and is attached to the product.
 - Frozen food: 32°F or colder and solidly frozen. No large ice crystal or frost on surface.
 - Canned food: No swollen ends, leaks, rust, or dents. Label can be read and is attached to the product.
 - Dry foods: Packaging clean and in good condition. No sign of pest infestation.
5. Vendor must provide Country of Original Labeling (C.O.O.L.) for applicable items with each delivery.
- Vendor must comply with all applicable laws and regulations under the C.O.O.L. For reference, see <http://www.ams.usda.gov/cool/> and <http://www.fmi.org>, search “Country of Origin Requirements”
6. Vendor must supply product label identification or traceable documentation of third-party USDA certification for foods that are organic.
7. Vendor must have an established protocol acceptable to Uwajimaya for recalls, including procedures for timely communication to Uwajimaya.
8. Vendor must have an established process in place for credits for items delivered that are damaged, mispicks, non-approved, or out-of-proper temperature.
9. Uwajimaya reserves the right to inspect Vendor’s place of business and production facilities to assure that good manufacturing standards and required food safety practices are being met. Uwajimaya reserves the right to make inspections of any facility during normal business or production hours of operation. Inspections will be arranged before a Vendor is accepted, based on the Vendor’s size, distribution and location. Uwajimaya may also conduct these inspections at any in the ongoing relationship with Vendor. Failure to follow good manufacturing standards is cause for termination of the relationship.



Payments

Accounts Payable Contact

Accounts Payable may be contacted at the following:

Mail:	4601 6 th Ave S Seattle, WA 98108
Email:	ap@uwajimaya.com
Telephone:	(206) 336-2716
Facsimile:	(206) 336-2807

Invoice & Credit Memo Requirements

To ensure timely and accurate processing of Vendor's invoices, Uwajimaya requires:

- Invoices and credit memos must be printed. Unless it is pre-approved by an authorized Uwajimaya personnel, handwritten invoices and credit memos will not be accepted.
- Each invoice must have a unique and distinct invoice number and invoice date and must have Vendor's name, remittance address, and telephone number stamped or printed on it.
- Invoice number must be eight digits long. If longer, Uwajimaya will reference the last eight digits of the invoice number in the remittance.
- Invoices and credit memos will be processed as separate transactions.
- Invoices must have extended prices, extended allowance and /or discount amounts if applicable, and an invoice total.
- If credit memos are not received within two business days from notification by an authorized representative, Uwajimaya will directly make adjustments in accordance with the original invoice.
- Orders for items under different departments must be on separate invoices.
- Multiple deliveries cannot be combined on a single invoice and must be invoiced separately.
- Product description and UPC should uniquely identify the product and be the same on delivery products and delivery invoice. Abbreviations of product description may be used. Brand or Vendor identification should be on every line.
- The case pack should be identified on the delivery invoice. It should indicate the number of retail selling units contained in the delivery unit.
- Invoices must accompany the products at delivery.
- Special orders and samples must be on a separate invoice.
- Items ordered as in-store supplies, fixtures, or other store consumables (non-resell items) must appear on a separate invoice from resale merchandise.

Deliveries will be refused if the invoice does not contain the requirements described above.



Payment Options

Uwajimaya issues payments on a weekly basis using the following payment methods:

Payment Method	Available	Form to complete
Check	Standard mail 7-10 Days	Check Payment Form
Credit Card	Upon redemption by supplier	Credit Card Agreement Form
ACH	Next business day	ACH Payment Form
Fintech *	2 business days from upload	Fintech Enrollment Form

*Applicable to alcohol vendors only

Payment Due Date

- The invoice due date will be net 30 from the date on which the goods were received by Uwajimaya or the invoice date (whichever is later), unless other terms are specifically agreed to in a Vendor Information Form signed in advance by an authorized representative of Uwajimaya.
- Checks are not available for pickup nor will be sent via overnight delivery services.

Changes to Remittance Information

- To make changes to the remittance information, Vendor must submit a completed Vendor Change form signed by an authorized Vendor personnel and delivered with the latest invoice reflecting the new remit-to address. No changes will be made by Accounts Payable and/or receiving systems until these are received. Failure to provide this information may result in delayed payments.
- If the ownership of Vendor changes and the new owner is not an Uwajimaya-approved vendor, Vendor will be treated as a new vendor. Vendor will need to complete the steps at the beginning of this Agreement outlining new item and vendor setup.

Vendor Removal

- Vendor will be ineligible to sell to Uwajimaya and will be removed from the Accounts Payable system for, but not limited to, the following:
 - Failure to comply with this Agreement or other established policies, procedures of Uwajimaya.
 - Not having done business with Uwajimaya for 24 months.
 - At the discretion of authorized Uwajimaya merchandisers.
- If Vendor has been removed, Vendor must go through the vendor setup to be re-established.



Account Statements

- Vendor must submit monthly account statements to Accounts Payable.
- Monthly statements are accepted via email, facsimile or mail.

Vendor Correspondence

- Account related inquiries must be directed to the Accounts Payable Department.
- Inquiries will be responded to within two weeks in the order in which they are received.
- Inquiries on open invoices must be initiated within 90 days of the original invoice date and must reference the relevant invoice(s) by number. Failure to initiate communication within this time period may result in the loss in the entitlement to any payment.

Indemnification

- Vendor agrees to indemnify, defend and hold harmless Uwajimaya from and against all claims, damages, losses, costs (including reasonable attorneys' fees and court costs) and other liabilities relating to or arising out of: (i) the breach of any covenant or obligation of Vendor set forth in this Agreement; (ii) the negligence or willful misconduct of Vendor; (iii) the presence or activities of Vendor or its personnel at any store or other facility of Uwajimaya (including but not limited to all wage and personal injury, product liability, hour, wrongful termination, harassment or discrimination, personal injury, workers compensation, disability, tort, strict liability, or contract claims or demands); (iv) governmental investigations and related actions caused by the employment practices and/or employment eligibility verification practices of Vendor; (v) any medical claim, personal injury, illness or death of any person, or loss of or damage to any property that arises out of or pertains to the handling, condition of, consumption or use of any product or service provided by Vendor, (vi) a product's failure to comply with any representation on its label or the failure of a product label to disclose information about the product; (vii) the presence of contaminants in any product; and (viii) any product recall or withdrawal or safety notice initiated as a result of a request by a government agency, local health authority or consumer protection agency or court action.

Miscellaneous

Governing Law; Jurisdiction and Venue

- This Agreement will be governed by and construed in accordance with the laws of the State of Washington. The parties agree and consent to the jurisdiction of the state and federal courts located in King County, Washington, and acknowledge that these courts are proper and convenient forums for the resolution of any actions between the parties and agree that these courts will be the sole and exclusive forums for the resolution of any actions between the parties.

**Attorneys' Fees**

- In the event of a dispute regarding the interpretation or enforcement of this Agreement, the prevailing party in that dispute will be entitled to recover its reasonable attorneys' fees and costs.

Amendment

- Uwajimaya reserves the right to modify the terms, policies and procedures set forth in these Vendor Terms and Conditions in its discretion. Any such modification will be effective prospectively only and will apply to all orders placed after Uwajimaya provides written notice to Vendor of the modification. With respect to orders placed before any such notice, this Agreement may not be amended or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date, signed by a duly authorized officer or representative of each of the parties. No provision of any purchase order, invoice, or other document provided by Vendor that is inconsistent with the provisions of this Agreement will be effective.

Assignment

- The parties to this Agreement may not make any assignment of this Agreement or any of their rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party. Any sale to a third party, including a change in control through stock sale, merger, reorganization, or otherwise, is considered an assignment.

Entire Agreement

- This Agreement constitutes the entire understanding and agreement between the parties respecting the subject matter hereof and supersedes and cancels all previous written or verbal negotiations, agreements, commitments, understandings and writings in connection herewith.