STONEWALL KITCHEN
FAMILY of BRANDS

Vendor Compliance Guidelines
(Effective January 2027)

Introduction

Since 1991, Stonewall Kitchen (SWK) LLC, has been committed to providing superior quality products and service to our customers. As part of this commitment, we are constantly seeking new ways to improve the quality of offerings to our customers and consumers. Through better communication with our vendors, our efforts to improve quality will be mutually beneficial. With this goal in mind, we have created these guidelines to ensure the use of the fastest and/or most cost-effective method to ship and process our products.

The Vendor Compliance Guidelines detail the information needed for packing, labeling, shipping and invoicing products for all Stonewall Kitchen Family of Brands including Stonewall Kitchen, Village Candle, Vermont Coffee Company, Urban Accents and Michel Design Works. These guidelines have been established to provide efficient and effective processing of receipts to our receiving locations. Non-compliance with these guidelines may result in significant processing delays, including payment of invoices, increased labor costs and charge backs.

As a Vendor/Vendor Representative, you are responsible for distributing these Vendor Compliance Guidelines throughout the company you represent as necessary to ensure compliance. Receipt of this document acknowledges your awareness of Stonewall Kitchen's shipping requirements as noted below.

Respectfully,



Richard Smith
Vice President of Quality and Research & Development
Stonewall Kitchen, LLC
2 Stonewall Lane
York, ME 03909

2027: *All suppliers must meet State of California* food coding law as a standard for all products received under the SWK Family of Brands, regardless of where sold. All brands must also comply with ASN GS1-128 standards.

SWK does not accept *CHEP Pallets. Reminders for PFAS, Prop 65 and EPR compliance documentation. Bearer Bar and TraceGains Compliance.*

Reminder:

We have set these requirements up with you in mind. We've attempted not to make them too onerous, as we have a robust shipping business ourselves and know firsthand how challenging it can be to follow such requirements. If you have questions on any aspect of this document, please don't hesitate to reach out to your respective contact at Stonewall Kitchen for clarification.

Table of Contents

General Requirements	**3**
Product Requirements	**4-6**
Packaging for Resale Items	**7**
Advertising & Marketing Material Orders	**7**
Labeling Specifications	**7-12**
Shipping/Routing Specifications	**13-15**
Warehouse/Receiving Locations	**15-16**
Invoice Requirements	**16-17**
Charge Back Summary	**17-19**
Email Notification Example & Chargeback Form	**19-20**
Pallet Specifications	**21**

Stonewall Kitchen Family of Brands General Requirements

Purchase Orders

All merchandise/items on a Purchase Order must be delivered as originally presented to the SWK Merchant/Buyer at the time the Purchase Order was issued. No substitutions can be made without prior written approval by SWK. There can be no inconsistencies or variations from the original agreement.

If Vendor cannot ship as specified on the Purchase Order, this variance must be communicated to the SWK Buyer prior to shipping, and an updated PO must be issued. Partial shipments, overages, late or early shipments are not permitted without prior written approval from the SWK Buyer.

It is the responsibility of the Vendor to ensure that all merchandise is received by SWK in undamaged, saleable condition to the Purchase Order destination. If quantities shipped exceed quantities ordered, the additional quantities will be subject to return and freight charges incurred will be charged back to the Vendor.

Purchase Orders Shipping to Dover Facility

For any questions regarding labeling requirements please contact (603) 994-1100 x2117 or for a direct line to a member of our team available Monday-Friday from 7am-3pm. Alternatively you can send an e-mail to Receiver@StonewallKitchen.com.

Quality Standards

All shipments must adhere to SWK quality standards. All shipments will undergo quality sampling and testing. All merchandise that fails to meet SWK quality standards will be returned to the Vendor, either partially or in its entirety, Freight Collect. The Vendor must arrange shipping within 3 business days or SWK will chargeback accordingly. A sample of an item may be required to be shipped to SWK to ensure the ensuing shipment will comply with SWK's quality standards, which may prevent charge backs for non-compliant product.

In the event of a recall, SWK reserves the right to charge back for labor, time, processing, shipping or any miscellaneous fees incurred.

Shipments

SWK may refuse delivery, delay delivery, or leverage a charge back if a shipment is made:

- Against a Purchase Order that has been canceled
- Where a valid Purchase Order has not been issued
- Where a Packing Slip / List is missing or contains more than one purchase order (shipments may include multiple Purchase Orders, but need separate Packing Slips / Lists for each PO)
- Where a Packing Slip has incorrect or missing information
- Where the shelf-life and lot code(s) for food items are not included on the Packing List and/or is not marked on the outside of each carton in the shipment
- Where the statement, "Delivery Notification must be scheduled with SWK Receiving Dept. 24 hours prior to delivery" was not included on the Bill of Lading (for Dover shipments only. Does not pertain to shipments to the York facility)
- Before the ship date or after the cancel date listed on the Purchase Order without prior permission
- Where mixed lots of a single item are not clearly stated and/or separated on the Packing List and/or separated and conspicuously marked on the pallet
- Where different lot numbers aren't properly separated on a pallet with slip sheets (for all Raw Materials and Resale Foods.) Also, it must be noted on the placard for that particular pallet
- With a food safety/quality issue as discussed in the "Quality Standards"
- Where pallets do not meet GMA Grade A 4-way 48"x40" pallet standards as outlined in **Exhibit A**

Note: Physical delivery and receipt of a shipment does not constitute acceptance of any goods and all deliveries are subject to count and inspection.

Product Requirements

I. Food Suppliers

Stonewall Kitchen appreciates you as a valuable supplier of safe, high-quality products. We require that our suppliers provide assurance and documentation that the ingredients and materials we use to produce and package our quality products along with the products we sell to our Guests conform to all food safety, food security, and product quality requirements. All food products shall be manufactured in accordance with current Good Manufacturing Practices and shall comply with all regulations under The Federal Food, Drug, and Cosmetic Act and any State or Local statutes and regulations.

Every prospective Vendor will be required to submit documentation as a prerequisite and complete a form outlining food safety/security programs in the TraceGains Platform, at no charge to the vendor, which are implemented at the manufacturing facility. Upon request, Vendors must be able to demonstrate evidence that these programs are in place.

Raw Material/Ingredient/Food Packaging Document Requirements

All food contact packaging and ingredients are subject to a pre-approval process. Among other documents, detailed Specification Sheets, samples, and COAs (COCs for packaging and COLA for alcohol), will be required. Stonewall Kitchen partners with the Trace Gains Platform for all compliance documentation. *https://gather.tracegains.com/Identity/Account/Register*

Food Ingredient Specification Sheets shall include:

- Microbiological limits
- Solids, pH, moisture content
- Standard Plate Count
- HACCP, Preventive Control Plans
- Cut/size, Shelf life, unopened, opened, frozen, thawed (where applicable)
- Storage condition, unopened, opened
- Weight to volume ratio or specific gravity
- Nutritional information
- Allergen statement (big nine) or allergen-free declaration
- Ingredient label declaration, including all sub-ingredients
- FDA, GFSI, FSMA and GMO status
- Packaging options (Master case label information)
- Foreign material control, sifting or screening procedures, if applicable
- Country of Origin
- PFAS, EPR and State of California Compliance
- Safety Data Sheet (SDS) or Exemption Statement
- Statement of compliance with all relevant rules and regulations for food

Once Specification Sheets Are Approved:

- Only the approved ingredient or packaging item (item number specified on the PO) may be shipped
- Substitutions for approved items or ingredients will not be accepted
- Specification Sheets must be submitted for evaluation at the time any revisions are made by the manufacturer or supplier

Certificate of Analysis

Designated food ingredients, as per the Stonewall Kitchen Preventive Controls for Human Food plan, will require a Certificate of Analysis (COA). Notification of this requirement will be made prior to first order, thereafter, the COA will be required to accompany each shipment. The COA shall arrive at SWK on or before the date of delivery of the product and must be Lot Code specific. The Lot Code on the COA must match the Lot Code on the product packaging. At a minimum, the COA will contain the value/ranges on the approved product Specification Sheet and results of the micro analysis agreed upon on product approval. All products received without the COA will be placed on "QA Hold" and may jeopardize future orders.
COA's should be emailed in advance to: coa@stonewallkitchen.com

Certificate of Conformance

The functionality of food contact packaging materials shall be validated by the supplier to ensure product safety is not compromised and that the material is fit for its intended purpose and suitable for use.
Validation shall include:

- Certificates of Conformance for all packaging in direct contact with food; and
- Tests and analysis to confirm the absence of potential chemical migration from the packaging to the food contents

Raw Materials/Ingredients - Shelf Life

Products shall only be accepted with a minimum shelf life of 65% or greater remaining, unless otherwise agreed upon in writing.

- Food ingredient specifications must include unopened and opened shelf life days
- Frozen ingredient specifications must include frozen and thawed shelf life days

Lot Codes

All Vendors are required to provide Lot Codes, Manufacturing Date Codes (with code interpretation), and Expiration or Best by Dates for all incoming food items.

Incoming Inspection

All raw materials received at SWK are inspected for product or package integrity and to ensure that Specifications and FDA Registration number are on file.

When delivering raw materials that contain allergens, Vendors **must** segregate allergens from non-allergens. In all instances of non-conformance, the QA department will place the material in question on "QA Hold" and the Purchasing Department will contact the Vendor for disposition of the material.

Letter of Supplier Guarantee

Must be submitted annually and shall reference compliance with federal regulations and guidelines.

Insurance Requirements

All suppliers are required to maintain insurance requirements as laid out in the respective Vendor packets. If you need further information on this, please contact the Stonewall Kitchen Buyer for your product.

Third Party Certification for Stonewall Kitchen Suppliers

Vendors manufacturing Stonewall Kitchen branded finish goods and/or supplying raw ingredients, are required to have GFSI Third Party Certification for their manufacturing and warehouse facilities by an approved audit firm. Vendors shall furnish a current certificate along with the report of each audit, annually. Critical findings will not be acceptable. Additionally, the Vendor must provide evidence of corrective actions taken in response to any other significant audit findings.

Imported Food Suppliers

All vendors who import food supplied to Stonewall Kitchen must complete and submit documentation certifying that they, and not Stonewall Kitchen, are the food importer of record and that they are in compliance with the FDA Foreign Supplier Verification Program (FSVP.) This is part of the supplier set-up process.

Branded Resale Food Products

Product Information for Resale Items

Complete product information for all merchandise is required, as outlined on the SWK Product Information Form (PIF). Note that on branded items, Stonewall Kitchen will provide UPC and GTIN GS1-128 information. All labels must be in regulatory compliance at all times. All information on said Product Information Form is relevant from date of signing unless noted and agreed upon otherwise in writing. If your product is exclusive to SWK, failure to comply with an Exclusivity Agreement as noted on the SWK Product Information Form will result in a charge back fee.
Any changes require a new Product Information Form to be sent to SWK and agreed upon by both parties.

Current complete Product Information Form (PIF) shall be completed for each product that will be sold by Stonewall Kitchen, prior to shipping and will require the following:

- Minimum information requirements: Nutrition Facts, Ingredient statement with allergen declaration, Gluten Status, Product GMO Status, Shelf Life, Product Code (code interpretation), Country of Origin declaration and any applicable certifications, i.e., Kosher, Organic, etc.

- PFAS, EPR and State of California Compliance

- Allergen Declaration, including gluten status, shall conform to FALCPA (Food Allergen and Consumer Protection Act). If there are no allergens, a statement is required stating such.

- Open Date Coding of shelf life is required on all food items, case pack, and master pack. Any item sold through SWK's Wholesale Channel will require international coding, stated as follows:

  BB DDMMMYYYY (BB24MAY2028)

Certificate of Analysis

If requested by Stonewall Kitchen, a Certificate of Analysis (COA) by product/lot may be required depending on product risk level. The COA will list results of analysis as requested for quality and food safety attributes.

Resale Food Products - Shelf Life

At the time of receipt, remaining shelf life on all food products for resale should be a minimum of 90% of the shelf life specified by the Vendor in the Product Information Form, unless otherwise agreed upon in writing.

Letter of Supplier (continuing) Guarantee will be required annually.

Co-packaged product

If product is co-packed, a complete list of co-packers and co-packed products will be required. The co-packers will need to comply with Stonewall Kitchen requirements.

Insurance Requirements

All suppliers are required to maintain insurance obligations as laid out in the respective Vendor packets. General, Products, and/or any other applicable liability of not less than $3,000,000 per occurrence (umbrella coverage may be applied to reach the required $3,000,000 general liability limit).

Packaging for Resale Items

Important:

- In the event that more than one SWK/ITEM is packed in the same carton, please clearly separate the items.
- Mixed SWKU/ITEM's that are not clearly separated in the same carton will result in charge backs.

The following carton specifications must be adhered to:

- No carton should exceed 50 pounds
- Corrugated must be at least 200 pounds bursting strength and should be a minimum of 32ECT (edge crush test)
- All fragile products should be packed to prevent breakage during normal shipping and handling. The invoiced unit cost of merchandise received broken due to poor packing will be deducted from invoice payment
- All changes in packaging should be communicated to and approved by SWK, with a new Product Information Form, if applicable, prior to shipping. For example: case pack quantities, UPC codes, etc.

Advertising & Marketing Materials

For advertising and/or marketing material orders, Stonewall Kitchen will include all specific requirements on the Purchase Order itself or on an accompanying document.

Failure to comply may result in a charge back. The amount of the chargeback will be determined based on the impact on business for Stonewall Kitchen. Stonewall Kitchen may also require the vendor to reproduce or rework at the vendor's expense to meet the requirements set forth at the time of the order.

II. Labeling

Labeling Specifications for Raw Materials/Ingredients

All Vendors must adhere to the Stonewall Kitchen Labeling Specifications without exception.

Master Container

In order to facilitate shipment receipt at our warehouses, each outer carton/master pack (drum, box, pail, etc.) should be clearly labeled with the following information:

1. All labels will contain human readable characters in English below a scannable barcode containing the following information:
   a. Stonewall Kitchen item number and/or manufacturer's item number
   b. Lot number
   c. Expiration date or Production Date
2. Brief item description and item size/state/grade
3. The quantity and unit of measure of the container

Place this information on side of the container, not on the top or bottom. Items that require refrigeration or kept frozen must be visibly labeled stating so.

Failure to comply will result in a charge back.

Labeling Specifications for Food and Non-Food Resale Items

This section provides further information on the labeling requirements regarding content, quality and placement.

All Vendors must adhere to the Stonewall Kitchen labeling specifications **without exception**. Failure to comply will result in a chargeback. If you are unable to comply with the requirements outlined in this section or have questions regarding the requirements, please contact your Stonewall Kitchen Buyer **prior to shipping** the product.

What is a Case Pack?

A case pack is any vessel that holds 2 or more units.
Example: a cello bag containing 6 units; the bag is the case.

*For **Each** unit*: If your product has a UPC clearly marked in barcode format on each unit, no additional item labeling is required. Never label over an existing UPC. We may request an image of your UPC to verify it scans accurately at our warehouse.

All levels of packaging must have the correct barcoding. Master Packs cannot have the Case GTIN or Item UPC.

*For **Case Packs***: We require your pre-assigned case have GTIN GS1-128 barcodes. If your product already has a GTIN GS1-128 barcode on the case carton, no additional case labeling is required. If not, we will assign an appropriate GTIN GS1-128 barcode and provide a template label as needed. We may request an image of your GTIN GS1-128 barcode label to verify it scans accurately at our warehouse. When printing UPC & GTIN GS1-128 barcode labels we *recommend*:

- EACH/UPC Label size = 1.50” X .75”
- CASE/GTIN GS1-128 Barcode Label size = 2” x 4” or larger for scanability
- Set font/symbology for the barcode to code 128.

Vendor pricing should not be on labels unless approved by SWK in writing.

Food Item

For compliant food labeling please refer to the following formats.
Please contact your Stonewall Kitchen Buyer if you are unable to comply with the Bearer Bar requirement

EACH

Each label requires the following contents:

- UPC Bar Code with numerical code
- Expiry in format of BBDDMMMYYYY
- (Example: BB24May2028)
- Lot Code (Lot code format must match the lot code format on the case and referenced on packing slip).



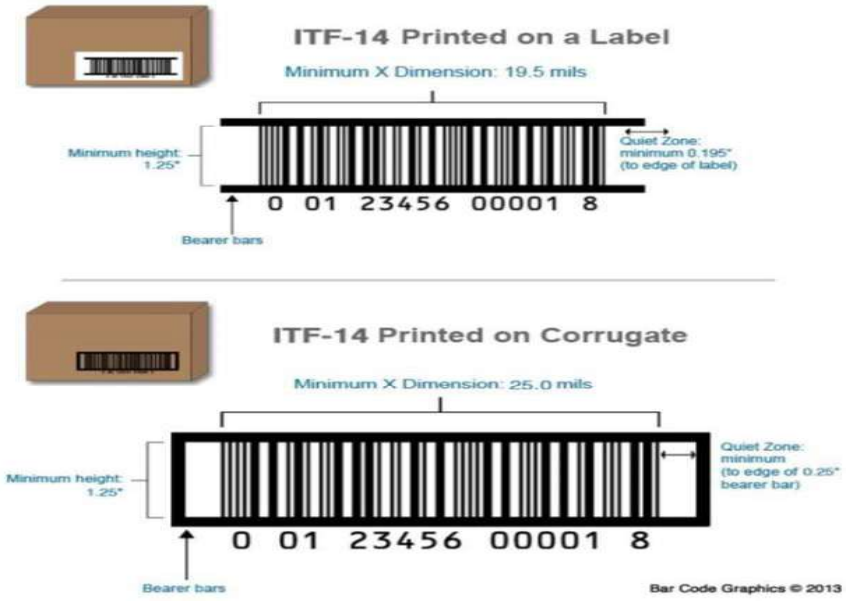
CASE

GTIN GS1-128 Barcode/Case label requires the following contents:

- Stonewall Kitchen Item Description
- Quantity per Case
- GTIN/GS1-128 Barcode CASE Bar Code with numerical code in **ITF-14 format with Bearer Bars**
- Enjoy By Date in format of DDMMMYYYY
- (Example: 24MAY2028)
- Lot Code (Lot code format must match the lot code format on the case and referenced on packing slip).



GTIN GS1-128 are required to have Bearer Bars for Stonewall Kitchen Branded Resale Food Products the case label is required to have ITF-14 format with bearer bars and cases require two sided case labeling. One label on a side panel and one label on an end panel is preferred. However, two labels on opposite sides are acceptable as well.



Non-Food Item

For compliant non-food labeling please refer to the following formats:

EACH

Each label requires the following contents:

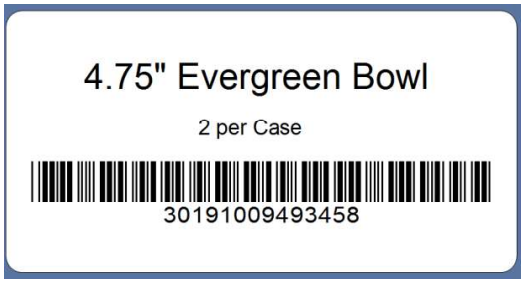
- Stonewall Kitchen Item Number
- Stonewall Kitchen Item Description
- UPC Bar Code with numerical code



CASE

GTIN/Case label requires the following contents:

- Stonewall Kitchen Item Description
- Quantity per Case
- GTIN/CASE Bar Code with numerical code



Alternate Item Labeling Requirements **(For items with no UPC or GTIN/GS1-128 Case codes)** If your product does not have a UPC or GTIN/GS1-128 Case code, we require an alternate label as follows: Failure to comply may result in a charge back.
Refer to templates below for formatting:

Non-Food Item

EACH

Each label requires the following contents:

- Stonewall Kitchen Item Number.
- Stonewall Kitchen Item Description
- UPC Bar Code with numerical code noting Stonewall Kitchen item number followed by the letters EA. Example: 123456EA



CASE

GTIN/Case label requires the following contents:

- Stonewall Kitchen Item Description
- Quantity per Case
- GTIN/CASE Bar Code with numerical code noting Stonewall Kitchen item number followed by the letters CS, followed by the quantity in the case. Example: 123456CS12



Label Placement Guidelines

- Labels should be applied in a neat manner; not crooked on packaging.
- UPC/EACH label must be placed on the bottom of the product when possible.
- GTIN/Case label must be placed on the front of the case carton.
- For Stonewall Kitchen Branded Resale Food Products the case label is required to have ITF-14 format with bearer bars and cases require two sided case labeling. One label on a side panel and one label on an end panel is preferred. However, two labels on opposite sides are acceptable as well.
- Label should not cover a logo or important text (including, but not limited to, country of origin, age dating, or warning statements).

Master Pack

What is a Master Pack?

A Master Pack is a vessel that holds case packs within it.
A Master Pack is used to house product for transportation and typically disposed of after unpacking in our warehouse.

We do not require labeling at the Master Pack level.

We do require sequential numbering on the shipping labels adhered to the Master pack/shipping cartons.

SHIPPING LABEL 1 OF 3	SHIPPING LABEL 2 of 3	SHIPPING LABEL 3 of 3

Pallet Placards

If your shipment consists of more than one pallet you must adhere placards to each pallet. Placard should be a standard 8x11 sheet of paper with the following information. Vendor name, PO number, SWKU/Item number and quantity on the pallet and pallet number (example 1 of 3, 2 of 3, 3 of 3) If pallet contains more than one Lot code/Expiry Date, Lot Codes/Expiry Dates should be separated with a slip sheet and marked on placard. The larger quantity amount should be on the bottom of the pallet.

Failure to comply will result in a charge back.

Example of an approved placard:

STONEWALL
KITCHEN ITEM
08/30/2021
Lot Code 30AUG2021
P178885
Pallet 1 of 20

III. Shipping/Routing Instructions

Shipments against all SWK Purchase Orders must adhere to the shipment terms on the Purchase Order. Any deviations could result in chargebacks as outlined.

Under normal circumstances, Vendors are not permitted to ship merchandise to SWK using airfreight, unless Vendor pays the entire freight cost or receives written permission from SWK. All orders must be shipped according to SWK Compliance Guidelines, Shipping/Routing Instructions. The Routing Instructions are subject to change therefore vendors are encouraged to review Routing Instructions prior to shipping.

Damages noticed at time of delivery will be noted on the Delivery Receipt. Vendor will be notified of any damaged merchandise discovered that was not visible at the time of delivery. Notification will occur within ten business days of receipt; at which time the vendor must issue a credit memo for the damaged merchandise.

Vendor will be responsible for return freight costs and any labor handling costs relating to an inspection of a shipment. In lieu of an RTV authorization, SWK will accept full credit for damaged/defective goods and destroy or dispose of them at the Vendor's request. However, merchandise or materials will only be held for five days from the time notification has been given. Disposal costs may be incurred and charged to the Vendor.

All shipments must be shipped to the Ship to Location specified on the Purchase Order.

Failure to comply will result in a charge back.

Shipping Instructions

Unless otherwise directed on the Purchase Order, all shipments UNDER 200 lbs.
AND with volume less than or equal to 35,000 cu. in. (or 20 cu. ft.) are to be shipped via UPS collect.

- Stonewall Kitchen's UPS Collect account number is **2W85A5** for shipments shipping to Dover. Shipments to York should follow instructions on the PO. The account number is to be used only for **collect** UPS shipments to Stonewall Kitchen.
- Vendors are recommended to select automatic email notification when setting up UPS shipments. Depending on the two available formats to ship via our Collect UPS Account 2W85A5, please see below steps for setting up automated email notification to provide us with tracking numbers. Please set up primary notification to be sent to merchandiseorders@stonewallkitchen.com. If there is a second recipient option, please also add receiver@stonewallkitchen.com.
  1. UPS.com steps:
     - **a.** In **Shipping**, select **Create a Shipment**
     - b. Complete Steps 1-3
     - **c.** In Step 4, **Add or modify email notifications** by moving bar from No to **YES.**
     - d. Email window opens to fill in recipient of tracking
     - e. **Notify for**: Select "**ship**"
  2. UPS WorldShip steps (available for vendors shipping 10 or more shipments per day):
     - a. In **Shipping** screen, go to **Options** tab
     - **b.** In **Shipment Options**, select **Quantum View Notification**
     - c. Click **Recipients** to add up to five recipients
     - d. Select "**ship**" to send at time of shipping

- **Purchase Order number must be noted in the reference section of the UPS shipping label as well as on the packing slip.** *Chargeback will be issued for missing or incorrect Purchase Order Number.*
- **Any box shipped over 50lbs will be subject to chargebacks accordingly.**
- **If your standard packaging qualifies as UPS oversized (see **below), you MUST ship and follow our freight routing requirements below.** *Failure to comply may result in a charge back.* ** To determine if a package is 'over-sized': Calculate the Length plus twice the Width, plus twice the Height. If this number exceeds 130 inches and is equal to or less than 165 inches, email appropriate receiving warehouse.
- UPS Ground packages with a cubic size of 5,184 or larger: Divide the cubic size by 194 to determine the Dimensional weight. If the Dim weight is greater than the actual weight, email for routing information. Any questions regarding any of the above-mentioned calculations, please reference the following website for additional information: www.ups.com/content/us/en/resources/ship/packaging/dim_weight.html
- Multiple Purchase Orders may be shipped together as long as all other shipping guidelines are met.

Unless otherwise directed on the Purchase Order, all shipments OVER 200 lbs. **OR** with volume greater than 35,000 cu. in. (or 20 cu. ft.) need to be emailed to:

Dover: receiver@stonewallkitchen.com
York, Pioneer Refrigeration & Somersworth: Contact Buyer on Purchase Order

With the following information:

- Vendor name
- SWK PO#
- Number of pallets
- Total shipment weight
- Shipping class
- Ship "from" zip code

Pallet specification:
SWK will only accept pallets that meet the specifications below

- 4 way entry
- Standard 48x40
- GMA grade **(See Exhibit A)**
- Not to exceed 2500 lbs.
- Not to exceed 72 inches tall

All incoming freight should be sent Freight Collect, unless the complete cost of freight is being paid for by the Vendor. All shipments, whether FTL, LTL, or UPS, must have Packing Slip on one of the incoming pallets or in an incoming package.

Delivery Appointment

All freight deliveries require a delivery appointment.
All receipts require an Advanced Shipment Notice (ASN).

For all deliveries please email the following information to Receiving Contact (noted below):

- SWK PO #
- SWKU/Item description,
- Quantity shipped
- Number of Master Packs (UPS) or pallets (FRT) to warehouse facility.
- Please note on the Bill of Lading: ***"Delivery notification must be made with SWK receiving dept. prior to delivery."***

Failure to comply will result in a charge back.

When possible, please avoid the use of Styrofoam peanuts for packing. Corn starch peanuts are acceptable and can be recycled in our facility.

Receiving Contact Information

SWK Manufacturing/Warehouse Facility (York, ME)

Stonewall Kitchen	Phone:	207-351-2713
2 Stonewall Lane	Fax:	207-363-0792
York, ME 03909	Receiver:	207-351-2713

Email: yorkreceiver@stonewallkitchen.com
Receiving Hours are Monday to Friday 8:30am – 3:00pm, subject to change
Delivery appointment required for full truck loads, recommended for all other deliveries

SWK Distribution Center (Dover, NH)

Stonewall Kitchen	Phone:	603-994-1100
17 Stonewall Dr	Fax:	603-994-1101
Dover, NH 03820	Receiver:	X 2117

Email: receiver@stonewallkitchen.com

Receiving Hours are Monday to Friday 7:00AM – 3:00PM

Favorite Foods Facility

Favorite Foods
29 Interstate Drive
Somersworth, NH 03878
Kathleen Gustafson
Receiving Hours are Monday to Friday 6:00 AM – 3:00 PM

Pioneer Cold Logistics Services
149 Plainfield Street
Chicopee, MA 01013
Megan Stevens
customerservice@pioneercold.com
Kyrstin Chartier
Email: kchartier@pioneercold.com

Email: mstevens@pioneercold.com or

Phone: 413-271-1730

IV. Invoice Requirements

The original invoice must be emailed/mailed immediately (within 5 days) from the ship date directly to Accounting@Stonewallkitchen.com to ensure prompt payment processing. Below is the invoicing address:

Stonewall Kitchen, LLC
ATTN: Accounts Payable
2 Stonewall Lane
York, ME 03909

Please include only one Purchase Order per invoice. Multiple Purchase Orders on an invoice will not be accepted.

The invoice must include:

- Invoice Number (number must be unique)
- Invoice Date

- Stonewall Kitchen Purchase Order Number *(Incorrect/missing PO Number will result in a charge back.)*
- Price, Extended Price and Total Amount of Invoice
- Discount, if applicable, based on total merchandise cost
- Total units shipped on invoice
- Ship-To Address as stated on the Purchase Order
- Vendor company name, mailing address and phone number

If there is a change to your remit-to address, it must be reflected on your invoice. We will only pay to the remit-to name and address on your invoice. Price on the invoice must match the amount originally specified on the Stonewall Kitchen Purchase Order.

In the event a credit memo is necessary, please include:

- Credit Number
- Credit Date
- Received from Address
- RA number
- Purchase Order number
- Item Number
- Quantity
- Price
- Total Credit Amount

Following the above guidelines helps to ensure prompt payment of invoices. If you have questions, please contact the Accounts Payable Dept: 207-351-2713.

Charge Backs

Non-compliance charge backs will be issued when SWK shipping, packing, labeling and/or invoice requirements are not met. Whenever applicable, non-compliance charge backs will be supported with written information regarding the violation. The fees (per Purchase Order) to the Vendor for non-compliance are as follows:

- **VC100: Incorrect/missing information on master/case/item label - $100.00 plus $0.25 per unit**
- **VC101: Merchandise shipped to wrong facility - $150.00**
- **VC102: Shipment received after cancel date; 2% 10-15 days; 5% 16-20 days; 10% 21-30 days 15% >30**
- **VC103: Use of unauthorized carrier - $50.00 plus full freight cost (see Shipping/Routing**
- **VC104: 100% QA inspection on damaged/defective shipments - Direct labor at x$ per hour + 4% of invoice total**
- **VC105: No packing slip - $50.00**
- **VC106: Incorrect or missing SWK PO # on Invoice, Packing Slip, or UPS reference - $50.00**
- **VC107: Failure to email ASN (Advanced Shipping Notification/Packing Slip), Bill of Lading, and / or tracking information - $25.00 (see Shipping/Routing)**
- **VC108: Mixed SKU/ITEM's that are not clearly marked - $100.00**
- **VC109: Failure to include note on Bill of Lading for "Notify before Delivery" or "Call for Appt." - $25.00 (see Shipping/Routing**

- **VC110: Food products, item, case pack or master pack, not clearly marked with "BB" date or open shelf life code - $100.00 plus $.25 per unit**
- **VC111: Merchandise has price applied without approval - 100.00 plus $0.10 per unit**
- **VC112: Barcode missing on master pack, case or item - $100.00 plus $0.25 per unit**
- **VC113: Change in product packaging or UPC code without prior acceptance - $50.00**
- **VC114: Shipping guidelines for UPS in regard to size & weight not adhered to - $50.00 plus full freight cost**
- **VC115: Multiple POs per pack slip and/or invoice - $50.00**
- **VC116: Overage greater than 10% received without prior approval - $50.00**
- **VC117: Unapproved changes to product formula, process or process location - $1,000**
- **VC118: Inadequate Shelf Life - $100**
- **VC119: Marketing/Advertising – Collateral not packaged according to Purchase Order instructions**
- **VC120: Marketing/Advertising – Instructions on Purchase Order not Adhered to**
- **VC121: Damaged/unusable pallets at actual cost unless SWK is being charged for the pallets being shipped to us; Chargeback will be the cost SWK was charged for the pallet.**
- **VC122: No COA delivered with Shipment or prior to receipt of shipment - $100.00**
- **VC123: Use of non-standard pallets (standard pallet is 48" x 40") - $50.00**
- **VC124: Wrong product shipped to SWK - $150.00 plus full freight cost**
- **VC125: New Product Information Form Not Received - $50.00**
- **VC126: Incorrect/missing pallet placards/information - $50.00 plus $10.00 per pallet**
- **VC127: Barcode does not scan on master pack, case or item - $100.00 plus $0.25 per unit**
- **VC128: Shipment not received by Expected Receipt Date - $50.00 plus $10.00 for each additional day**
- **VC129: Item Received Not on PO or Duplicate Order - $100.00 plus inbound and outbound freight costs if applicable**
- **VC130: Incorrect or missing Packing Slip information - $25.00**
- **VC131: Different lot numbers must be separated on pallet w/ slip sheets for all raw materials. -$100.00 plus any additional costs incurred**
- **VC132: Receipt of order > 2 hours(+/-) of assigned delivery time (only for shipments scheduled by supplier and not by SWK) - $50.00**

In addition, note that Stonewall Kitchen reserves the right to address egregious violations separately. Should those situations come into play, the process will happen in partnership with affected suppliers.

In the event the Vendor fails to provide the agreed upon product as per the Product Information Form, SWK reserves the right to charge back to the Vendor any and all costs associated with that product(s) and the production of our catalog.

Chargebacks and Merchandise Credit Memos will be deducted from vendors account separately. Please note that these guidelines are non-negotiable.

Updates to these guidelines will be done periodically and Stonewall Kitchen will promptly forward any updates to the Vendor.

Email Notification Example & Chargeback Form

Dear Valued Vendor:

Stonewall Kitchen notifies our vendors when they have not met our Vendor Compliance Guidelines as instructed with each purchase order.

Chargeback Number:
Chargeback ***Amount:*** ***$***

This is a notification that a recent order received by Stonewall Kitchen from your company was not in compliance with these Guidelines. A copy of the Chargeback Form has been included with this notification showing the Purchase Order it pertains to and the description of the chargeback(s).

Should you wish to dispute this chargeback or have any questions, please contact the appropriate purchaser who has also been included in this email within 3 business days from the date of this notification. If no response is received within this notification period, the debit to your account will be processed and deducted in the next payment processed for your company.

Contact Information:

Raw Materials/Packaging items: Eric Rousseau, 207 351 2713, ext 1050
Packing supplies: Charlie Baker, 603 994 1100, ext 2123
Resale Items: merchandiseorders@stonewallkitchen.com

Please do not contact our warehouse directly.

If this email has reached you in error, please forward to Accounts Receivable

Sincerely,
Stonewall Kitchen
LLC 207-351-2713

STONEWALL KITCHEN

Date Received		Receiver Name	
PO Number		Vendor Name	

Check per Violation	Claim Code	Description of Chargeback	Total# Units
		Inventory	
	VC111	Merchandise has price applied without approval - $100.00 plus $0.10 per unit	
	VC113	Change in product packaging or UPC code without prior acceptance - $50.00	
	VC116	Overage greater than 10% received without prior approval - $50.00	
	VC124	Wrong product shipped to SWK - $150.00 plus full freight cost	
		Labeling	
	VCl00	Incorrect/missing information on master/case/item label - $100.00 plus $0.25 per unit	
	VC108	Mixed SKU's that are not clearly marked - $100.00	
	VC112	Barcode missing (Masterpack /Case/ Item)- $100.00 plus $0.25 per unit	
	VC127	Barcode does not scan (Masterpack /Case/ Item) - $100.00 plus $0.25 per unit	
		Shipping	
	VC101	Merchandise shipped to wrong facility - $150.00	
	VC103	Use of unauthorized carrier - $50.00 plus full freight cost	
	VC121	Damaged/ unusable pallets $0 unless SWK is being charged for the pallets being shipped to us; Charge backs will be the cost SWK was charged for the pallet.	
	VC123	Use of non-standard pallets (standard pallet is 48" x 40") - $50.00	
	VC126	Incorrect/missing pallet placards/information - $50.00 plus $10.00 per pallet	
	VC114	Shipping guidelines for UPS in regard to size & weight not adhered to - $50.00 plus full freight cost	
	VC131	Different lot numbers must be separated on pallet w/slip sheets for all Raw Materials - $100.00 plus any additional expenses incurred	
	VC132	Receipt of order > 2 hours(+/-) of assigned delivery time (only for shipments scheduled by supplier and not by SWK) - $50.00	
		Documentation	
	VC105	No packing slip - $50.00	
	VC106	Incorrect or missing SWK PO *It* on Invoice, Packing Slip, or UPS reference - $50.00	
	VC107	Failure to email ASN, Bill of Lading, and / or tracking information - $25.00 (see Shipping/Routing)	
	VC109	Failure to include note on Bill of Lading for "Notify before Delivery" or "Call for Appt." - $25.00	
	VC115	Multiple PO's per pack slip and/or invoice - $50.00	
	VC125	New Product Information Form Not Received - $50.00	
	VC130	Incorrect or missing Packing Slip information - $25.00	
		Quality	
	VC110	Food products not clearly marked with "BB" date or open shelf life code -$100.00 plus $0.25 per unit	
	VC117	Unapproved changes to product formula, process or process location - $1,000	
	VC118	Inadequate shelf life - $100	
	VC122	No COA delivered with shipment or prior to receipt of shipment - $100	
		Marketing	
	VC119	Marketing/Advertising - Collateral Not Packaged according to Purchase Order Instructions	
	VC120	Marketing/Advertising - Purchase Order Instructions Not Adhered to	
		Performance	
	VC102	Shipment Received after Cancel Date; 2% 10-15 days; 5% 16-20 days; 10% 21-30 days 15% >30	
	VC104	100% QA inspection on damaged/defective shipments - Direct labor at x$ per hour + 4% of invoice total	
	VC128	Shipment not received by Expected Receipt Date - $50.00 plus $10.00 each additional day	
	VC129	Item received Not on PO or Duplicated Order -$100.00 plus inbound and outbound freight costs if applicable	

Note that for egregious violations of this document, additional fees may be assessed based upon the severity of violation and labor requirements by SWK to make shipment acceptable.

Comments:

D PHOTO(S) INCLUDED

Any questions pertaining to this chargeback shall be directed to the following, (207) 351-2713: Raw Materials: Eric Rousseau, drousseau@stonewallkitchen.com
Resale Foods and Hardgoods: merchandiseorders@stonewallkitchen.com

Pallet Specifications

- GMA, Grade A, 4-way, 48”x 40” pallet.
- All parts must be a minimum of the dimensions above.
- Lead boards flush with end of stringer
- All top and bottom boards must be securely attached to all stringers.
- All forms of stringer repair (double stringers, companion stringers, blocks and corrugates) are not acceptable.
- Stringer that has a crack visible from three sides is not acceptable (weathering cracks that are not visible from three sides of the stringer are acceptable).
- No partial footings. Partial footings are when ¼ or more of the stringer’s width has been removed exposing securing nail shanks.
- No missing boards or boards broken across the width on top or bottom.
- No cracks on top or bottom boards greater than 1/8” wide and 15 inches in length.
- No tapered breaks with a depth of greater than 1 inch along a ten-inch or mor run. If at a ten-inch distance the depth is less than one inch, the pallet is good. If the one-inch depth runs the entire length of the board the pallet is unacceptable.
- No exposed splinters greater than 3 inches in length.
- Nails heads or nail points must be hammered down into the stringer.
- Pallets should be clean and free of contaminants.
- No Pine boards or CHEP Pallets accepted.
- All pallets traveling internationally must be fumigated.

Exhibit A

Pallet Specification – GMA Grade

General Description

1. **3 pieces – 1 ¼” x 3 ½” x 48”**
2. **2 pieces – 5/8” x 5 ½” or 3 ½” x 40”**
3. **2 pieces – 5/8” x 5 or 3 ½” x 40”**
4. **5 pieces – 5/8” x 3 ½” x 40”**
5. **3 pieces – 5/8” x 3 ½” x 40”**

Note: Lead Boards can be 3 ½” or 5 ½”, but the spacing between top deck boards must not exceed 3 ½”

