



VENDOR REQUIREMENTS MANUAL

Dear Vendor:

It is important to both our companies that you read and completely understand the terms and conditions of transacting business with Tractor Supply Company and our various affiliates, including Tractor Supply Co. of Texas, LP, Tractor Supply Co. of Michigan, LLC and Del's Farm Supply, LLC. Please read this letter, the Vendor Agreement (the "VA") and our entire Vendor Requirements Manual ("VRM") before executing the VA and the related forms. Your signature acknowledges that you have read and agree to all terms and conditions of these documents.

At Tractor Supply Company, we are committed to *"being the most dependable retailer of basic maintenance products to farm, ranch and rural customers"*. Accomplishing this goal becomes a reality through the relationships we develop with our Vendors. We intend to continue forming strong relationships with our Vendor Community that are productive, long-lasting and mutually profitable.

As a Vendor to Tractor Supply Company, we expect that you will undertake the following:

- Provide a complete assortment of basic and ancillary merchandise, to allow our customers to complete their project(s);
- Support Tractor Supply Company's commitment to providing quality products to our customers;
- Provide leadership in product introduction and innovation;
- Ensure that Tractor Supply Company can maintain our low price commitment to our customers;
- Share mutually beneficial information regarding each other's business to drive sales;
- Include Tractor Supply Company in all stages of new product development, enabling us to continue to be *"first to market"*.

I'd like to raise another issue with you: Sustainability. This notion has long implied that corporate revenues, markets and brands, as well as the corporation itself, can last over time. It would consider the profitability of Tractor Supply Company while balancing the social, political and economic impact of business decisions. Sustainability addresses two fundamental characteristics of today's business landscape:

1. Everything is directly connected to everything else, and
2. The self-interest of any given business is directly tied in one way or another to the global common interests of every government, corporation and person.

A company focused solely on a green strategy may not necessarily be able to maintain long-term business solvency. However, most long-term sustainable business strategies should include a good solid assortment of green opportunities and initiatives. This could not be more true than in a company like Tractor Supply where the lifestyle it supports – "Out Here" – is dependent on sustainable actions. It is incumbent on Tractor Supply Company to embrace these concepts and become a "Steward of the Out Here Lifestyle."

Our Stewardship Initiative is well underway. It was clear to us at the outset that this journey would only be meaningful if our Vendors joined us on it. Over the coming months and years we will discuss with you, and incorporate into this Vendor Requirements Manual, the many means by which Tractor Supply Company will remain a strong Steward of the "Out Here" Lifestyle.

We expect that our relationship will result in sales and profit growth for your organization and Tractor Supply Company. Again, please take the necessary time to read and understand this document and return the forms in a timely fashion. Please share this information with the appropriate personnel within your organization.

When sharing this or any other Tractor Supply Company information, it is expected that you will treat our information and data with the same level of confidentiality that you would treat your own. You can certainly expect the same from us.

Sincerely,

A handwritten signature in blue ink that reads "Hal". The signature is stylized and cursive.

Hal Lawton
President and Chief Executive Officer

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I. Introduction

A. Confidential and Proprietary Information

The Vendor Requirements Manual contains confidential and proprietary information of Tractor Supply Company. Your signature on the Vendor Agreement is your confirmation that you will treat and protect all of the information contained herein as confidential and not disclose anything contained herein to anyone outside of your organization or anyone within your organization who does not have a need to know.

B. Applicability

It is specifically understood and agreed that any reference to ‘stores’ and to any of your obligations throughout the Vendor Requirements Manual, are intended to apply, wherever appropriate in context, to any and all of our channels of merchandising including but not limited to ‘brick & mortar’ stores, E-Commerce, catalog, special orders and any other type of business now or in the future existing.

C. History of Tractor Supply Company

In 1938, Charles E. Schmidt Sr. of Chicago, Illinois established a mail order tractor parts business, Tractor Supply Company.

By 1939, it had grown into a successful retail store in Minot, North Dakota. Today, we are one of the largest retail chains in America which serves full and part-time farmers and ranchers, hobby farmers, rural homeowners and contractors.

Whether you're caring for a backyard, or a "back 40", we have the products and services to help get the job done. Both homeowners and farmers can find what they need at Tractor Supply Company, including feed, fencing, mowers, tools, work clothing and much, much more.

Today, Tractor Supply Company is the largest retail farm and ranch store chain in the United States. The company operates more than 1,800 retail stores in 49 states, employs more than 20,000 team members and is headquartered in Brentwood, Tennessee. Its stock is traded on the NASDAQ exchange under the symbol “TSCO.” Tractor Supply Company is a leading-edge retailer with revenues over \$7 billion.

Tractor Supply Company stores are primarily located in rural areas and the outlying suburbs of major cities. The typical Tractor Supply Company store has 15,000-24,000 square feet of inside selling space with a similar amount of outside space used to display agricultural fencing, livestock equipment, horse stalls, three-point equipment and other merchandise necessary to support the “Out Here” lifestyle that our customers live.

Stores supply the unique products to support their customers’ rural lifestyle, from welders and generators to animal care products and men and women’s work wear. You can also find pet supplies, animal feed, power tools, riding mowers, lawn and garden products and more. Each store team includes a welder, a farmer and a horse owner who collectively provide an exceptional depth of knowledge and resources.

Tractor Supply Company is committed to understanding and fulfilling the needs of those who enjoy the rural lifestyle: folks who frequently describe themselves as hobby farmers and hobby ranchers. It is estimated that the “hobby” or “pleasure” farmer consumer segment spends more than \$5.5 billion annually on farm supplies. Today less than 10 percent of the company’s customers classify themselves as full-time farmers or ranchers. In fact, Tractor Supply Company’s largest customer segment does not farm at all. They are more aptly described as rural or suburban homeowners, or “self-reliant.” When asked, customers often describe Tractor Supply Company as “a store you can trust.”

Tractor Supply Company is continuing to grow with new stores and improved product offerings. The Tractor Supply Company mission and values motivate and inspire team members and give the organization a unified focus for the future.

D. Corporate Information

1. Corporate Structure

Tractor Supply Company conducts the activities of its Merchandising Department through the operation of its subsidiary, Tractor Supply Company of Texas, LP. Throughout the Vendor Requirements Manual, any reference to “Tractor Supply Company” or “TSC”, shall include: Tractor Supply Company, a Delaware corporation; Tractor Supply Co. of Texas, LP, a Texas limited partnership; Tractor Supply Co. of Michigan, LLC, a Michigan limited liability company; Tractor Supply GC Trust, a Maryland business trust; Del’s Farm Supply, LLC, a Delaware limited liability company; “Del’s Feed & Farm Supply”; their affiliates (whether now or in the future existing), successors and assigns.

2. Omni Channel Retailing

As Tractor Supply Company has moved from its origins as a catalog retailer in the 1930’s through the growth of many hundreds of ‘bricks & mortar’ locations, we now embark on multi-channel means of bringing your products to our customers, including via our E-Commerce System.

E. Mission and Values

At the foundation of Tractor Supply Company’s business and its relationship with its team members and stakeholders are Tractor Supply Company’s Mission and Values, as outlined below - we expect our Vendors to understand and uphold same.

TSC TRACTOR SUPPLY CO MISSION

To work hard, have fun and make money by providing legendary service and great products at everyday low prices.

OUR CUSTOMER
We are committed to being an integral part of our customers' lives by being the most dependable Supplier of Out Here Lifestyle solutions.

OUR TEAM
We value a safe, respectful and inclusive work environment. We are focused on investing in the Team Member experience and building a diverse and high performing Team with the critical skills and capabilities to support our growth.

OUR COMMUNITY
We support the communities in which we serve the Out Here Lifestyle through partnerships and sustainable practices.

OUR STAKEHOLDERS
We are a growth company that delivers strong total return for our shareholders, as well as for our vendors and partners.

TSC TRACTOR SUPPLY CO VALUES

ETHICS
Do the "right thing" and always encourage others to do the right honest and ethical things.

RESPECT
Treat others with the same consideration we expect for ourselves. Be a champion for diversity & inclusion.

BALANCE
Manage your time for both business and personal success

WINNING ATTITUDE
Have a "can-do" attitude. Be positive, upbeat, and focused. We are winners!

COMMUNICATION
Share information, ask questions, listen effectively, speak thoughtfully, and let ideas live.

DEVELOPMENT
Learn from each other. Teach, coach, and listen. Create an environment where everyone can be a "star".

TEAMWORK
Value different viewpoints. Execute the agreed-upon plans Together, everyone achieves more!

CHANGE
Accept it. Embrace it. Initiate it. Do everything better, faster, and cheaper.

INITIATIVE
Seek opportunities. Use good judgement. Take intelligent risks. Drive speed to market. Champion ideas.

ACCOUNTABILITY
Know your responsibilities. Live up to your commitments.

II. Vendor Selection and Setup

A. Domestic Vendor Selection

1. Product Quote

While Tractor Supply Company strives to maintain its relationships with its incumbent Vendors, Buyers reserve the right to open a category or program up for bid to the incumbent Vendor(s) or any number of potential Vendors. Buyers will award the business to the Vendor(s) based on overall proposal, price and performance of product. Ultimately, domestic Vendors shall provide a *Domestic Quote Sheet* for the products that it will offer to Tractor Supply Company. The *Domestic Quote Sheet* can be found in the Compliance Web Portal – Document Library. All documents found in this manual noted by underlined and italicized font, can be found in the Compliance Web Portal – Document Library located at the following website:

<https://tsc.traversesystems.com/#/login>

2. Open Buying Days

Vendors wishing to become suppliers of Tractor Supply Company may utilize open buying days to have an audience with a Buyer. Open buying days are held three times a year in Franklin, Tennessee. Dates and event details will be posted on Tractor Supply Company's website, www.tractorsupply.com.

B. Import Vendor Selection

Each new import vendor is required to participate in Tractor Supply Company's First Sale for Export program. This is a duty reduction program allowing an importer (Tractor Supply Company) to report the value of the imported goods based on the purchase price between the vendor and the manufacturer, thus reducing the customs duties paid by the

importer. Each new import vendor must complete a qualifying *First Sale for Export Questionnaire* and must complete the business review necessary to participate in the program.

Each product considered for purchase from Tractor Supply Company will require an *Import Quote Sheet* (*Import Quote Sheet Instructions* are available in the Compliance Web Portal – Document Library) along with a color picture of the product and a picture of the manufacturer’s product identification (Model # and/or UPC code). Each product will also require a *Merchandise Material/Cost Breakdown Form*. The Import Quote Sheet is a critical component in beginning the import process at Tractor Supply Company. It is used to assist in writing the *Import Purchase Order* and *Letter of Credit*, determining landed cost, and mode of transportation. In addition to the Import Quote Sheet, manufacturers of textile products will be required to include a completed *Clothing Description Form*. This form is used to help determine the proper US Customs classification for the textile product. All documents must be submitted complete and in English. Current freight rates, necessary to complete the *Import Quote Sheet*, may be obtained by contacting imports@tractorsupply.com.

For Vendors dealing in electrical products, all electrical products must have a valid UL, ETL, and/or CSA certification mark.

C. Vendor Setup Schedule

Upon executing the Vendor Agreement, the *Vendor Setup Schedule* must be completed in its entirety and returned to the Buyer responsible for your category of products before any other business transactions can be made and/or purchasing can begin. Please make sure that you fill in all blanks, check boxes, initial boxes and provide all required signatures. Do not leave any information blank as this will delay our ability to set you up as a Tractor Supply Company’s Vendor.

Vendors cannot ship from multiple ship locations under the same Vendor Number.

It is the Vendor’s responsibility to notify their Buying Team if they change or add ship locations. Failure to communicate ship location changes will result in a vendor compliance penalty.

While it is important that all information requested on the *Import Quote Sheet* be provided and be correct, Tractor Supply Company must have complete and accurate information related to the name and location of the manufacturing facility producing at least 50% of the final product. If a change occurs on the manufacturing facility after the issuance of the *Import Purchase Order*, then a new *Import Quote Sheet* must be provided to the Sourcing Department at Tractor Supply Company in order to ensure compliance with the requirements defined below. Additionally, this information is used by Tractor Supply Company to satisfy the US Customs requirements for C-TPAT Certification.

Factories producing toys must have a valid CARE Certification from the International Council of Toy Industries or are in the process of applying for the CARE certification. Proof of certification or process application must be submitted together with the *Import Quote Sheet*.

The only way to make changes to the Vendor Setup Schedule is as followed:

- Use a blank Vendor Setup Schedule or Vendor Payment Schedule and fill out the sections that are changing, and complete all signature/initial requirements or a Buyer approved addendum specific to the section to be changed;
- Submit all changes to the Buyer for approval;
- If approved, a signed copy of the approved changes will be forwarded to the Vendor.

Changes to Vendor Setup Schedule must be signed by an officer of the Vendor’s company and sent to the Tractor Supply Company Buyer responsible for the category of product relevant to Vendor. The appropriate Tractor Supply

Company Buyer and Divisional Merchandising Manager must approve and sign any changes before they are implemented.

D. Product Selection Worksheet

From time to time, Vendors may receive a Product Selection Worksheet from a Buyer. The Product Selection Worksheet will provide the Vendor with forecasted quantities on event related items. The quantities included in any Product Selection Worksheet are subject to change and Buyer will not be committed to undertake any obligation to Vendor until after the issuance of a Purchase Order.

E. Notices

Any notice required or permitted to be given under the Vendor Agreement or this Vendor Requirements Manual shall be given in accordance with the following:

Except for notices pertaining to the daily conduct of business, such as submission of price quotes and changes in pricing, which may be submitted to the relevant TSC Buyer, all notices shall be given in writing and shall be deemed to have been properly served when given by any of the following methods:

<u>METHODS OF GIVING NOTICE:</u>	<u>RECEIPT DEEMED TO BE:</u>
Certified mail, return receipt requested	Date of delivery or rejection, or date notice is deemed unclaimed by carrier.
Facsimile	Date on proof of transmission
Hand-delivered	Date of personal delivery
Nationally recognized courier	Date of delivery or rejection, or date notice is deemed unclaimed by carrier.

If to TSC: to “Office of the General Counsel”.

If to Vendor: to Buyer’s Vendor Contact as identified on the Vendor Set up Schedule at the “mailing address” and facsimile number identified under Vendor Corporate Information on the Vendor Set Up Schedule or such other place or places as either party may designate in writing in accordance with this provision.

III. Vendor Standards

A. Vendor Insurance Coverage Requirements

The following does not replace, but rather supplements the “**Vendor Insurance**” provision(s) contained in the Vendor Agreement. Further, these Insurance Requirements are independent of and in addition to and shall in no way be limited by the Vendor Agreement to indemnify Tractor Supply Company.

1. Types of Coverage

a. Required for all Vendors

- **Commercial General Liability (“CGL”), including Products-Completed Operations Coverage** – on an occurrence form with defense costs in addition to the limit, including contractual liability, bodily injury, personal and advertising injury and property damage coverage with a combined single limit in an amount sufficient to protect Vendor and Tractor Supply Company as an additional insured on such policy, with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, plus additional excess policy limits as may be required for the products identified on any Excess Insurance Limits Schedule attached hereto.
- The policy shall include an “Additional Insured – Vendors” Endorsement ISO Form CG 20 15 07 04, or the effective equivalent.
- If not otherwise provided for in the Policy, it shall include a “Primary and Noncontributory – Other Insurance Condition” Endorsement, ISO Form CG 20 01 04 13, or the effective equivalent.
- If not otherwise provided for in the Policy, it shall include a “Waiver of Transfer of Rights of Recovery Against Others to Us” Endorsement ISO Form CG 24 04 05 09, or the effective equivalent.
- For imported products, coverage territory must include the United States of America (such that coverage will respond in the United States to claims arising from Vendor’s exported products) and same must be reflected on the Certificate of Insurance.
- If the Vendor’s product(s) is identified in an Excess Insurance Limits Schedule, the required Excess Policy shall “Follow the Form” of the Underlying CGL policy as to all required endorsements identified above such that all Endorsements are equally applicable under the Excess policy. The Vendor may satisfy the Excess policy requirement by procuring a primary CGL Policy with an occurrence and aggregate policy limit increased by the required excess limit.

b. Required for all Vendors to be on Tractor Supply Company Premises - The following coverages are required when, under any circumstances, Vendor, its employees, its contractors and/or their agents enter any premises owned or controlled by Tractor Supply Company including its stores, distribution centers, mixing centers and the Store Support Center.

- **Commercial General Liability** - as required in III.A.1.a. above, **but** with a combined single limit of \$2,000,000 per occurrence and \$5,000,000 aggregate.
- The Policy shall additionally include an “Additional Insured – Designated Person or Organization” Endorsement ISO Form CG 20 26 04 13, or the effective equivalent
- **Worker’s Compensation** – statutory limits.

c. Should the Vendor obtain and have in place insurance policies with limit(s) greater than the minimums as required in 1.a. and 1.b. above, the required “Additional Insurance” coverage for

Tractor Supply Company as set forth in 1.a. and 1.b. above shall be deemed equal to such greater limit(s).

- d. Should the Vendor otherwise comply with the applicable Vendor Agreement’s requirements for the Vendor to self-insure its required insurance coverages, such self-insurance – in whatever form – shall be treated and deemed as insurance, such that the extent of additional insured coverage for Tractor Supply Company as required under the applicable Vendor Agreement and as set forth in 1.a. and 1.b. above, shall also be covered by such self-insurance. In such a case, the extent of Tractor Supply Company’s additional insured coverage, relative to a particular claim, shall be determined under the “Additional Insured – Vendors” Endorsement ISO Form CG 20 15 07 04, or the effective equivalent, unless an otherwise existing “Additional Insured” Endorsement or policy language exists such that the extent of Tractor Supply Company’s additional insured coverage can be determined. In no event shall Vendor’s decision to self-insure negate its obligation to provide required additional insured coverage to Tractor Supply Company.

2. Vendor Instructions

- Vendor shall provide its agent/broker with the insurance requirements outlined in its Vendor Agreement and the Vendor Requirements Manual in effect at the time, along with the sample ACORD Form No. 25 Certificate of Insurance and any Excess Insurance Limits Schedule;
- Vendor shall require its agent/broker to prepare a Certificate of Insurance together with the required Endorsements identified in section III.A.1 (hereinafter collectively referred to as “Certificate of Insurance”) that meets Tractor Supply Company’s Vendor insurance requirements and email it to your Tractor Supply Company’s Buyer’s Merchandise Administrator;
- The Certificate of Insurance will be reviewed for compliance with Tractor Supply Company’s insurance requirements. If the Certificate of Insurance is not approved, a detailed list of the deficiencies will be returned to the Vendor and the agent/broker. Vendor shall provide Tractor Supply Company with a revised Certificate of Insurance until the insurance requirements are met and approved by Tractor Supply Company.

3. Renewal Certificates of Insurance

Whether or not Vendor receives a reminder from Tractor Supply Company, it is the Vendor’s responsibility to send Tractor Supply Company a renewal certificate before expiration to: Attention Master Data Management at the Tractor Supply Company Store Support Center address or email to vendormasterdata@tractorsupply.com. Any question regarding Tractor Supply Company requirements or clarification of deficiencies should be sent to Tractor Supply Company, Attention: Master Data Management at Tractor Supply Company Store Support Center address or email to vendormasterdata@tractorsupply.com.

B. Vendor Guidelines

These Vendor Guidelines (the “Guidelines”) apply to all vendors who provide goods or services (“Vendors”) to Tractor Supply Company, or to any of its subsidiaries or affiliates (“Tractor Supply Company”). Vendors must be committed to the highest standards of ethical conduct in their business practices. These Guidelines set forth the basic requirements that all Vendors must comply with in order to do business with Tractor Supply Company. If Tractor Supply Company believes that any Vendor has violated these Guidelines, Tractor Supply Company has the right to terminate its business relationship with the Vendor and to proceed to secure any and all rights or remedies available. Tractor Supply Company reserves the right to make reasonable changes to the requirements of the Guidelines, and the latest version of the Guidelines can be found on Tractor Supply Company websites and vendor portals.

1. Business Integrity

- 2. Labor, Health and Safety**
- 3. Environmental Standards**
- 4. Monitoring, Enforcement & Management Systems**

C. Vendor Funding

1. New Store Discount

When Tractor Supply Company opens new stores, it offers excellent growth opportunity to all Tractor Supply Company Vendors. As such, Vendors participate in offsetting the merchandising cost associated with new stores by providing a discount on all merchandise ordered to each new store.

- The New Store Discount applies to all merchandise ordered to the new store up to the date of the new store's soft opening and two weeks following;
- "Merchandise Ordered" means 1) any merchandise shipped directly to the new store from the Vendor on a Tractor Supply Company Purchase Order and/or 2) any merchandise shipped to the new store by a Tractor Supply Company Distribution Center or other Tractor Supply Company existing store location;
- Tractor Supply Company requires that Vendors ship new store merchandise prepaid direct to the store and may request the Vendor to break case packs;
- The New Store Discount amount is calculated by multiplying the Purchase Order total cost, DC Stock Transfer total cost, or Store-to-Store Transfer cost by the New Store Discount percent;
- The quarterly New Store Discount will be debited against your applicable account(s) as it is earned;
- Vendors shall not apply New Store Discounts to the line item cost on an invoice or as a summary allowance on an invoice. All New Store Discounts are invoiced quarterly by Tractor Supply Company.

2. Relocated Store Discounts

- The Relocated Store Discount applies to all merchandise that is on hand at the store the day the new location soft opens;
- All merchandise on hand, regardless of the length of time it has been on hand, will be considered;
- The Relocated Store Discount amount is calculated by multiplying the store's on hand merchandise by the current cost and then by the discount percent;
- The quarterly Relocated Store Discounts will be debited against your applicable account(s) as it is earned;
- Vendors shall not apply Relocated Store Discounts to the line item cost on an invoice or as a summary allowance on an invoice. All Relocated Store Discounts are invoiced quarterly by Tractor Supply Company.

3. Volume Rebate Program

Tractor Supply Company encourages all Vendors to develop viable Volume Rebate Programs with our Company. As Tractor Supply Company grows, we become an increasingly more important customer to you, and you become a more important Vendor to us. With this in mind, we expect all Vendors to structure an appropriate Volume Rebate Program to encourage further growth of business between the Vendor and Tractor Supply Company. We view Volume Rebate programs as a "profit sharing plan". These programs, properly developed, allow Tractor Supply Company and the Vendor to share in the profit generated by incremental volume. Tractor Supply Company assumes that all earned volume rebate percentages are applied retroactively to dollar one and are paid based on the highest tier achieved in gross receipts for all products.

The Volume Rebate is calculated based upon gross receipts, less returns and/or buybacks. All receipts, regardless of assigned vendor number and/or buyer, will be used to calculate actual volume rebate. Any exceptions to this policy must be specifically addressed on the Vendor Setup Schedule for approval by a Tractor Supply Company Buyer and Divisional Merchandising Manager.

For purposes of calculating the volume rebate, receipts for products purchased will be dated as of the date on which TSC scans the product reflected on the receipts into its inventory system at the distribution centers or stores and not earlier, regardless of when purchases are recognized for accounting purposes.

4. Vendor Support Funds

In an effort to support Tractor Supply Company's marketing efforts, Tractor Supply Company expects all Vendors to provide Vendor Support Funds at an appropriate level. These Vendor Support Funds are used to promote both the Vendor's products and Tractor Supply Company in a cohesive marketing effort. A Tractor Supply Company Buyer will assist you in determining an appropriate support level.

Vendor Support Funds are calculated based upon monthly gross receipts less buybacks and returns. These are applicable to all vendor receipts (including all buyers and vendor numbers). Any exceptions to this policy must be specifically addressed on the actual agreement for approval by a Tractor Supply Company Buyer and Divisional Merchandising Manager.

D. Manufacturing Agreement and Vendor Program Agreement Product Support Rider

In connection with any private label product manufactured or provided by Vendor pursuant to that certain Vendor Agreement with Tractor Supply Co. of Texas, L.P. ("TSC" as such term is defined in the Vendor Agreement), Vendor agrees to utilize the services of a 3rd party product support provider as pre-selected by TSC. The parties agree that the terms of this Product Support Rider shall remain in effect for the life of the particular product warranty based upon end-user purchase date or for three years after TSC receives its final delivery of private label products from Vendor, whichever date is the later to occur. Vendor agrees to comply with the following requirements so that such 3rd party provider may provide product support to TSC and TSCs' end-user customers at no charge to such end-user including:

1. Provide dedicated contact for TSC product support management team and 3rd party support provider customer service representatives.
2. Complete 3rd party provider Product Setup sheet (s).
3. Supply 3rd party provider with the following key components:
 - Two (2) completed product samples in finalized packaging
 - Copies of all information inserts including but not limited to: instructions, hang tags, and on product tags
4. TSC shall pay direct to 3rd party provider the fees associated with such product support pursuant to a separate agreement between TSC and the 3rd party provider.
5. Vendor shall provide to TSC or to the 3rd party provider:
 - Provide replacement parts and product at no cost to TSC and/or 3rd party support provider
 - To pay to 3rd party provider all customs clearance costs.
 - To pay all freight charges for parts shipments are the sole responsibility of the Vendor. All shipments must be door to door delivery, freight prepaid.
6. Vendor's indemnification under the Vendor Agreement shall extend to cover the 3rd party provider to the extent that any claim against the 3rd party provider would have been covered under the Vendor Agreement had the claim been made against TSC.
7. Agree to abide by the following product parts inventory shipment and replenishment requirements for the life of the product warranty. Warranty activation is based upon end-user purchase date or for three years after TSC receives its final delivery of products from Vendor, whichever date is the latest to occur.
 - Ship initial quantity as predetermined by 3rd party provider and TSC to required provider location.

- As deemed necessary by 3rd party provider, Vendor shall ship replenishment parts inventory.
- Comply with shipping/marking requirements of 3rd party provider. Failure to do so will result in additional fees, which shall be charged back to Vendor by TSC.

E. Vendor Communication

Communication is a key to any successful relationship. Tractor Supply Company strongly encourages open communication to help grow both Tractor Supply Company's as well as the Vendor's business.

1. Tractor Supply Company Contact Information

All Tractor Supply Company team members have private extensions with voice mail and email.

5. Tractor Supply Out Here Hotline

If you have concerns about unethical behavior you may contact us through our secure, confidential hotline at 1-877-888-0002 or via secure website at www.reportlineweb.com/TSC.

3. Vendor Contact Information

In addition to the contact information required in the Vendor Setup Schedule, Tractor Supply Company request Vendors provide collect or toll free telephone and facsimile numbers for customer services. This will allow Tractor Supply Company stores the ability to easily reach the Vendors during normal working hours.

4. Vendor Compliance Email

All Vendors must set up an appropriate email address that can receive compliance reports and debit memos. Vendors are required to set up the following email address: ***TSCcompliance@vendorname.com***.

Once this email account is set up in your IT system, please notify TSC Compliance via email to: TSCcompliance@tractorsupply.com.

It is the Vendor's responsibility to inform Tractor Supply Company of email address or domain changes.

5. TSC Compliance Schedule

A copy of the TSC Compliance Schedule can be found on the Compliance Web Portal under the Information and Documents Quick Links: <https://tsco.traversesystems.com/#/login>

6. Consumer Literature

Vendor shall advise the Buyer of any brochures/customer literature available for Vendor's products, which Vendor shall provide, at no charge, to Tractor Supply Company in the quantities requested by Tractor Supply Company.

7. Product Knowledge (PK) Training

Tractor Supply Company strives to differentiate itself from other retailers by having team members who are extremely knowledgeable in the products they sell. Each Vendor is given the opportunity of having its product(s) featured in a training module or project brochure. We strongly encourage Vendors to provide product knowledge training. The dollars dedicated to the production of training materials are negotiated separately from other merchandise and marketing funds.

Many Vendors have created good, solid, training aids that are beneficial to the education of our team members, and we desire to take advantage of that expertise. However, no training tapes, books or other aids should be sent directly to the stores. All training materials are subject to review by Tractor Supply Company which allows us to better support the overall education of our team members regarding your product.

Vendor product knowledge plays a critical role in training the Tractor Supply Company team members who service the customers. Any Vendor interested in supporting Tractor Supply Company's product knowledge-training program should contact the Coordinator of Training and Education at the telephone number for the Tractor Supply Company Store Support Center.

F. Perishable Goods

In the event that goods delivered are perishable, it is understood and agreed that Vendor shall be obligated to replace stale or spoiled goods unless delivered to TSC sufficiently in advance, as determined by TSC in its reasonable judgment, of the expiration date marked on the goods. TSC shall not offer for sale any perishable good after the expiration date marked on the goods.

G. PO Change Request Policy

1. Quantity and Date Changes

Vendors have five business days, from the PO create date, to contact their Inventory Analyst to request a change to a quantity or date on the purchase order via email. For Direct Import Vendors, changes should be requested through importpochanges@tractorsupply.com. If notification is received within five business days, the Inventory Analyst will adjust the purchase order to reflect the quantity the Vendor will ship or the correct delivery date. Vendors are allowed only one purchase order change per purchase order. Please review PO change rules and shipping guidelines to ensure there is no conflict in your request.

Domestic PO changes must be completed and submitted to your business's appropriate Inventory Analyst via the *TSC PO Change Request Form* located in the Documents Library on the vendor portal. Import PO changes must be completed and submitted to importpochanges@tractorsupply.com via the *TSC PO Change Request Form* on the vendor portal. This form must be completed entirely in order to process requests. For all quantity changes, Vendor must include the line number and TSC SKU number. PO changes submitted outside of this form will be denied.

This form is not to be used for pricing discrepancies. Continue to work with your buyer to address these issues.

If Tractor Supply Company determines that a Vendor is excessively requesting purchase order changes that Vendor will no longer be permitted to submit changes.

2. Price Changes

Vendors have five business days, from the PO create date, to contact their Buying Team if there is a price discrepancy on the purchase order. The Buying Team will work with the vendor to resolve any valid price discrepancies. Notification of a price discrepancy does not guarantee that the price will be changed on the PO.

If there has been no notification within five business days of a pricing conflict, the price to be paid for goods by TSC shall be the price identified on the Purchase Order.

IV. Product Set-Up

A. Product Set-Up Introduction

The integrity of Tractor Supply Company’s system and the quality of the information Tractor Supply Company receives from their Vendors is dependent on accurate data. All new SKU information must be complete and accurate. Incomplete information will be returned, delaying any potential orders. All new SKU costs must be the net line item cost as described under the section labeled “Cost”.

In preparing a presentation of new products, Vendors must have complete product information including UPC’s, dimensions, weight and volume for the Selling Each, Shipping Each, Inner Pack, Case Pack, and Pallet, cost, Vendor part #, description, hazardous material information, lead time, restricted sales and an actual bar code from the product. No new SKU will be set up without complete information for the applicable fields. SKUs set up with inaccurate shipping unit dimensions at the each, inner pack or case level may be subject to compliance penalty.

In preparing an item quote, Vendors should submit quotes based on different purchasing terms (i.e. FOB origin vs. FOB destination) and freight options. Tractor Supply Company Buyers and our Logistics Department will evaluate all options when considering your program. Contact Cleartrack directly at supportmailbox@cleartrack.com for quote submission and management assistance.

B. Alternate Units of Measurement

Alternate Units of Measurement (AUoMs) are categorized by Selling Units and Shipping Units.

1. Alternate Units of Measurement Types

Table 2: AUoM Type Dimensions	
Selling AUoMs	Definition
Shelf Each	Measurement of the selling unit item as it appears on the store shelf.
Shipping AUoMs	Definitions
Shipping Each	A single product as packaged for shipping.
Inner/Sub	Inner Packs are smaller bundles of multiple Shipping Each or Selling Units within a Case Pack, Reference Section 4.3.6.
Case	Case Packs contain multiples of either Inner Packs or the Shipping Each.
Pallet	The measurement of a full Pallet quantity of an item, including contents & packaging. If a quantity of a single SKU or a Master Display SKU is shipped on a pallet, then Pallet dimensions and weight are required.

2. AUoM Type Dimensions

Table 2: AUoM Type Dimensions	
Shelf Each	Definition
Shelf Height	Height of the individual selling unit in packaging, as it is displayed on the store shelf.
Shelf Length	Length/Depth of the individual selling unit in packaging, as it is displayed on the store shelf.
Shelf Width	Width of the individual selling unit in packaging, as it is displayed on the store shelf.
Shelf Volume	H x L x W
Shelf Gross Weight	Weight of the individual selling unit in packaging, as it is displayed on the store shelf.

Shelf Net Weight	Weight of the individual selling unit in packaging, as it is displayed on the store shelf; used for the calculation of Net Weight for multiples of the selling unit, for the purpose of validation. The Gross Weight entered by the user should be \geq the Net Weight.
Shipping Each	
Dimension	Definition
Shipping Each Height	Height of the 1st shipping package for 1 instance of the selling product.
Shipping Each Length	Length of the 1st shipping package for 1 instance of the selling product.
Shipping Each Width	Width of the 1st shipping package for 1 instance of the selling product.
Shipping Each Volume	H x L x W
Shipping Each Gross Weight	Weight of the 1st shipping package for 1 instance of the selling product.
Inner Pack	
Dimension	Definition
Inner Pack Length	The total Length of an Inner Pack, including contents & packaging.
Inner Pack Width	The total Width of an Inner Pack, including contents & packaging.
Inner Pack Height	The total Height of an Inner Pack, including contents & packaging.
Inner Pack Volume	H x L x W
Gross Weight	The actual weight the inner pack.
Inner Pack Net Weight	The system-calculated total Weight of an Inner Pack, based on the Net Weight of the EA x the Inner Pack Quantity.
Inner Pack Quantity	The number of sellable units in an Inner Pack.
Case Pack	
Dimension	Definition
Case Pack Height	The total Height of a Case Pack, including contents & packaging.
Case Pack Length	The total Depth/Length of a Case Pack, including contents & packaging.
Case Pack Width	The total Width of a Case Pack, including contents & packaging.
Case Pack Volume	H x L x W
Case Pack Gross Weight	The actual Weight of a Case Pack, including contents & packaging.
Case Pack Net Weight	The system-calculated total Weight of a Case Pack, based on the Net Weight of the EA x the Case Pack Quantity.
Case Pack Quantity	The number of sellable units in a Case Pack.
Pallet	
Dimension	Definition
Pallet Height	The Height of a full Pallet quantity of an item, including contents, packaging, & the pallet. If a quantity of a single SKU or a Master Display SKU is shipped on a pallet, then Pallet Height is required.
Pallet Length	The Depth/Length of a full Pallet quantity of an item, including contents, packaging, & the pallet. If a quantity of a single SKU or a Master Display SKU is shipped on a pallet, then Pallet Depth/Length is required.
Pallet Width	The Width of a full Pallet quantity of an item, including contents, packaging, & the pallet. If a quantity of a single SKU or a Master Display SKU is shipped on a pallet, then Pallet Width is required.
Pallet Volume	H x L x W
Pallet Gross Weight	The actual Weight of a full Pallet quantity of an item, including contents, packaging, & the pallet. If a quantity of a single SKU or a Master Display SKU is shipped on a pallet, then Pallet Gross Weight is required.
Pallet Net Weight	The system-calculated total Weight of a Pallet, based on the Net Weight of the EA x the Pallet Quantity.
Pallet Quantity	The number of sellable units in a Pallet.

C. Dimension, Weight and Volume

1. Before Measuring

- Review the “Measurement and Recording – Requirements” (Sec. 2)
- Inspect the shipping packaging for damage; always use undamaged shipping packages; packages that are bent or crushed will yield inaccurate dimensions
- Orient AUoMs for Measuring, it is critical to orient the product before measuring
- Reference “Measuring and Packaging Type - Requirements”
- Reference “Measuring and Product Type - Requirements”

2. Measurement and Recording - Requirements

- a) **Order:** Always record measurements in the order of:
1. Height
 2. Length
 3. Width
- b) **Measurements:** Measure Shipping Units to the nearest tenth (1/10) of an inch.
- c) **Format:** Dimensions should be provided as a decimal number, in inches, rounded up to the nearest 0.05 of an inch.
- d) **Shipping Each:**
1. Each values must always be reported.
 2. Each volume must never be the same as the Inner Case Pack volume or Case Pack volume.
- e) **Inner Pack:**
1. If Inner Pack values are reported – the Each values are always reported.
 2. If Inner Pack values are reported – the Case Pack values are always reported.
 3. Inner Pack Volume must be greater than the Each Volume.
 4. Inner Pack Volume must be less than the Case Pack Volume.
 5. Inner Pack volume must never be the same as the Each volume the Case Pack volume.
- f) **Case Pack:**
1. If Case Pack values are reported – the Each values are always reported.
 2. Case Pack Volume must be greater than the Each Volume.
 3. Case Pack Volume must be greater than the Inner Pack Volume.
 4. Case Pack Volume must never be the same as the Each volume the Inner Case Volume

3. Linear Measurements

Measure to the nearest eighth (1/8) of an inch.

4. Weight

Weigh Shipping Units precisely in pounds (lb.) to the nearest tenth (1/10).

5. Format

Dimensions should be recorded as a decimal number, in inches, rounded up to the nearest 0.05.

D. Measuring and Packaging Type Requirements

Measurements are to be provided as packaged for each shipping unit (Shipping Each, Inner Pack, Case Pack and Pallet), unless directed otherwise under the Specific Packaging types identified in this section. Packaging Type instructions are applicable for any Selling Unit or Shipping Unit, unless specified otherwise. Packaging types in this section include: Multiple packages, Complimentary package, Rigid packaging, Clamshell packaging, soft packaging, Stuffing, and Flexible packaging.

1. Multiple packages (Components)

a) Shipping Units, Shelf Each:

For individual Shipping Units that are shipped in multiple packages, indicate the number of packages required for shipment and provide dimensions and weight separately for each package.

2. Complimentary products

a) Shipping Units:

If complimentary products are attached to the main product (i.e. on-packs, collectables, or samples) measure as they are packaged for shipment with complimentary products included in the for measurements for each Shipping Unit.

3. Rigid packaging

a) Shipping Units:

If a single unit is in rigid packaging for shipment (i.e. any packaging that will maintain its shape during shipment), include the full packaging in the measurements for each Shipping Unit.

4. Clamshell packaging

a) Shipping Units:

For a clamshell with a sturdy hanger hole tab on top, include the hanger hook/tab in the measurements, as packaged for each Shipping Units.

(Measuring and Packaging Type Requirements, cont.)

5. Soft packaging:

a) Shipping Units:

If a single shipping unit has soft parts that will be folded down for shipment in flexible packaging, measure the shipping unit in that folded position, with the flexible packaging flattened and folded over.

Example: A Handbag that has rigid straps that do not fold over for shipment should include those straps in the height of the product; if the straps are loose and can be folded against the body of the handbag for shipment, then they should not be included in the height measurement.

6. Product stuffing

a) Shipping Units:

If product includes stuffing, do not remove stuffing, measure the individual shipping units as packaged, with the stuffing included in the measurements for each shipping unit.

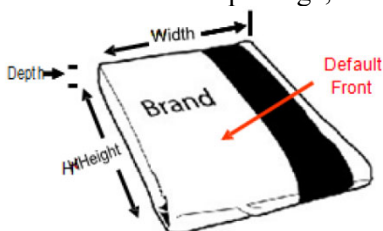
7. Flexible packages

a) Flexible packages that lie flat for shipping:

Measure from the Default front of the package, where the main product branding message is located. Measure the package while it is lying flat with the contents evenly dispersed. Pull out and then release the bag seams, then with the bag seams in this position, measure the individual shipping unit.

Examples: Pet food, feed, cat litter, charcoal, etc.

Measure from the Default Front of the package, where the main product branding message is located:



E. Measuring and Product Type Requirements

Measurements are to be provided as packaged, for each shipping unit (Shipping Each, Inner Pack, Case Pack and Pallet), unless directed otherwise for the Product types identified in this section. Product Type instructions are applicable for any Shipping Unit, unless stated otherwise. The product types identified in this section include Clothing, Footwear, Live plants, Live animals, Bulk items and Telescoping products.

1. Clothing

a) Shipping Units:

If clothing item is shipped with a clothes hanger, then the measurement should include the clothes hanger. If clothing is folded for shipping, measure the item as folded.

2. Footwear in a store box

a) Shipping Each:

For Footwear shipped in a store box, the dimensions of the box should be provided as packaged.

3. Footwear shipped as a pair with no packaging

a) Shipping Each:

If footwear is shipped as a pair with no packaging, measure the pair of shoes with heels and toes together, as packaged.

4. Live plants

a) Shipping Units:

Measure live plants as shipped, with estimated dimensions at the time of shipment. Measurements include the pot, soil, root ball, and expected plant height at time of shipment, with any protective packaging, see Figure 1.

Measure the widest point in each dimension – if a live tree has branches that reach wider than the root ball as the tree is packaged for shipment, then the width of that item should be the largest width of the branches in any shipment packaging, see Figure 2.

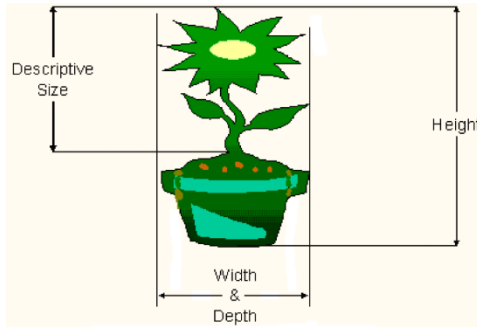


Figure 1

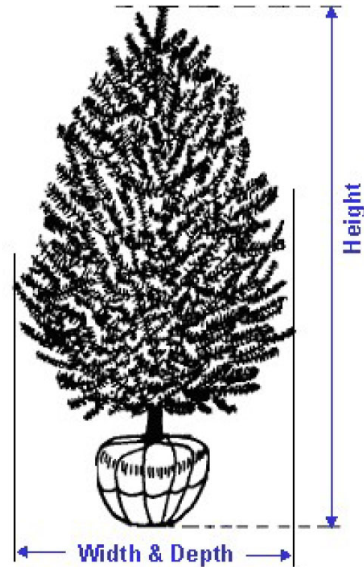


Figure 2

5. Live Animals

Live animals are typically shipped in rigid box packaging.
Reference Measuring Requirements and Packaging Type for Rigid packaging.

6. Telescoping products

a) Shipping Each:

If a product is telescoping and not in packaging, then the Shipping Unit is measured when fully retracted.

Packaged Telescoping product should be measured as packaged in the Shipping Units.

7. Bulk Chain, Cable, Tubing, Hardware sold by the foot or pound

a) Shipping Each:

A bulk item should be the measurements of one (1) shipping unit of the item, as packaged for shipping.

Example with procedure: 1 foot of chain – Contain in a plastic bag and lay the package flat on a table, with the contents evenly dispersed. Fold over any loose/empty packaging, and measure/weigh the resulting package.

b) Inner Pack:

An Inner Pack of a bulk item should be the measurements of the Inner Pack Quantity of the sellable unit of the item, as packaged for shipping.

Example with procedure: 5 feet of chain that is sold by the foot – Contain in a plastic bag and lay the package flat on a table, with the contents evenly dispersed. Fold over any loose/empty packaging, and measure/weigh the resulting package.

c) Case Pack:

The Case Pack of a bulk item should be the measurements of the Case Pack Quantity of the sellable unit of the item, as packaged for shipping.

Example with procedure: A Case Pack of chain could be 1 roll of chain; the entire roll of chain should be measured.

F. Product Quality

1. Cost

All SKU costs are net. Tractor Supply Company will send a net cost on all line items of its Purchase Orders. These line item net costs will include all allowances and charges except for agreed upon discounts. All costs are at the Tractor Supply Company selling unit level.

2. Samples

Tractor Supply Company requires all Vendors to supply samples of the products that are to be offered for sale in Tractor Supply Company's stores. The samples may be used for any reason, including but not limited to: product evaluation; product comparison to determine feasibility for purchase; field testing; advertising; and, US Customs classification.

Product Samples

Vendor shall deliver to Tractor Supply Company Merchandise Innovation Center (ATTN: BUYER, 4529 Nolensville Pike Nashville, TN 37211), at Vendor's expense, the following:

- (i) Domestic Vendors: a minimum of one (1) selling unit for each sample requested by Tractor Supply Company unless specified otherwise by the Tractor Supply Company Buyer. Tractor Supply Company reserves the right to require full case packs. Actual product samples of chemicals or paint should not be delivered. An empty product container should be submitted as the sample, as long as it is the exact container that is proposed to be placed on a Tractor Supply Company shelf in the store.
- (ii) Import Vendors: one (1) sample unit for artwork review; two (2) sample units for order inspections; and, the specified number of units for Vendor's product as required by Tractor Supply Company.

All merchandise samples, whether given to Tractor Supply Company or purchased by Tractor Supply Company, are the legal property of Tractor Supply Company. It is the Vendor's responsibility to contact the Tractor Supply Company Buyer if the samples are to be returned. The Vendor and Buyer will work out the details of the return; however, the burden of packing, associated freight expenses, and/or pickup of the sample are the responsibility of the Vendor.

(a) Field Testing

Test merchandise can be offered to Tractor Supply Company for "field testing" with the prior approval of the Buyer. All "field tests" of test merchandise require a "start" and "end" date, a predetermined test criteria and tracking results. The test product may be placed in a small group of stores for a trial sale run. All test programs must ship prepaid direct to store. After the specified time period the results will be reviewed by the Buyer to determine if the product will be added as store merchandise. All product not sold in the field testing will be sent back to the Vendor, the Vendor will be responsible for all freight to the store and from the store for field testing.

3. Quality Assurance

(a) Lab Testing

Lab testing is required to assure the products we offer our customers meet U.S. safety, regulatory, and our own performance requirements through product and transit testing conducted at independent third-party laboratories. Lab testing is conducted on products where Tractor Supply is the importer of record. Lab testing may also be conducted on selected products sourced domestically.

The contact list and product categories for our approved third-party laboratories can be found in the Document Library of the [Compliance Web Portal](#). Vendors are responsible for lab testing charges.

As defined in 16 CFR 1107, vendors must have a *high degree of assurance* that product will remain compliant for a one year period following completion of testing; samples submitted for testing must be *identical in all material respects* to finished product. If a *material change* occurs during the one year period of report validity, retesting is necessary. Tractor Supply must be notified via the Material Change Notification Document located in the Document Library of the [Compliance Web Portal](#). The completed Material Change Notification Document is to be sent to QualityAssurance@tractorsupply.com.

Products that do not pass laboratory testing will not be allowed to ship. If TSC Quality Assurance determines the failing test results can be accepted, including the consideration of any Corrective Action Plan (CAP) or Letter Of Guarantee (LOG) provided, an Override for the failing test results will be created in ClearTrack. If an Override will not be issued, a retest may be requested. ClearTrack will automatically issue a General Certificate of Compliance (GCC) or Children's Product Certificate (CPC) when the lab testing requirement is satisfied.

The Tractor Supply Lab Test Procedure is located in the Document Library of the [Compliance Web Portal](#).

(b) Pre-Shipment Inspections and Factory Audits

Pre-shipment inspections are required to confirm, immediately prior to shipment, that products meet certain requirements. These requirements can include, but are not limited to, basic product features and functionality, proper packaging, proper product markings, proper container markings, and consistency with approved product samples.

For products where TSC is the importer of record, Pre-Shipment Inspection (PSI) is performed according detailed procedures and documentation managed by our third-party inspection partners.

Not all Purchase Orders are inspected. Purchase Orders are selected in part by a random process, but also with the consideration of past vendor and factory PSI results. Purchase Orders for new SKU's and for shipments from new factories have a higher likelihood of being selected for inspection.

Vendors are required to confirm booking dates and obtain information directly from the service provider on their specific inspection procedures and systems. The contact list for our approved third-party providers can be found in the Document Library of the [Compliance Web Portal](#).

In order for an inspection to be carried out, production for the Purchase Order(s) must be 100% complete and at least 80% packaged and labeled for shipment. If the factory is not ready for an inspection, a Not Ready report will be issued by the Service Provider. Note that only initial pre-shipment inspections are paid by TSC. The third-party service provider will bill vendors direct if a Not Ready result is issued or if any re-inspections are required.

Products that do not pass Pre-Shipment Inspection will not be allowed to ship. If TSC Quality Assurance determines the failing or hold results can be accepted, including the consideration of any CAP or LOG provided, an Override will be created in ClearTrack. If an Override will not be issued, a re-inspection may be requested.

The Tractor Supply Pre-Shipment Inspection Procedure is located in the Document Library of the [Compliance Web Portal](#).

Tractor Supply's vendors and their contractors shall comply with the laws of the country where merchandise is produced, pertaining to such issues as child labor, forced labor, compensation, health and safety, environment, freedom of association, discrimination, disciplinary practices, working hours, and security.

All factories that are a part of our supply chain must have verifiable procedures, methods, controls, and conduct that assure all C-TPAT regulatory requirements and all Social Accountability requirements are fulfilled.

Compliance will support Tractor Supply's commitment to providing safe products to our customers that have been produced by secure and socially responsible supply chain partners. Tractor Supply's Factory Audit program utilizes 3rd party audit firms. The contact list for our audit firms can be found in the Document Library of the [Compliance Web Portal](#).

Tractor Supply expects and encourages continual improvement, which is mandatory in areas where minimally acceptable audit findings are identified. All factories must have acceptable and unexpired audit results at the time of product shipment.

The Tractor Supply Factory Audit Procedure is located in the Document Library of the [Compliance Web Portal](#).

You may receive email alerts from www.Comverex.com regarding late compliance activity or failing compliance results. If you are not agent supported, you are required to respond to Comverex email alerts by simply clicking a link contained within the alert to comment on status (agents are required to respond to alerts for agent supported vendors). No login credentials are required for Comverex.

4. Special Order Process

Tractor Supply Company offers its customers the opportunity to order from Vendor's merchandise not offered for sale by Tractor Supply Company as part of its normal inventory and which do not carry Tractor Supply Company SKU numbers. The selection of special order merchandise, all price lists, catalogs, and consumer literature shall be approved in advance by a Tractor Supply Company Buyer. Items with a Tractor Supply Company SKU number may not be added to a Tractor Supply Company store's Special Order.

In addition, Tractor Supply Company requires that all manufacturer price lists reflect the cost for each SKU to ensure the proper processing of special order purchases. If any changes have been made to the cost, this must be given to the Tractor Supply Company Buyer at the time the Special Order is being placed.

While a Special Order is issued by a customer or store (not a Tractor Supply Company Buyer) Special Order Purchase Orders should be treated as any other Purchase Order and failure to comply with the Purchase Order will result in non-payment of these unauthorized goods.

5. Materials Safety Data Sheet

Federal and state regulations require manufacturers and distributors of hazardous materials to provide Material Safety Data Sheets (MSDS) to retailers who sell their products. Vendors are required to provide an original MSDS, where required, on each product Tractor Supply Company buys. Complete MSDS sheets must be part of the accompanying documentation submitted for new SKU set-up. Once the SKU Setup Schedule is approved, a complete MSDS for the new SKU must then be sent to Tractor Supply Company's central MSDS depository along with any updated versions of the MSDS since Tractor Supply Company has carried the product. Be sure to include the Tractor Supply Company SKU # on each MSDS forwarded so that it may be properly matched to our products.

Tractor Supply Company's MSDS Depository has contractually defined authority by Tractor Supply Company to maintain and have readily accessible copies of Material Safety Data Sheets for each hazardous material that Tractor Supply Company sells and maintains in its workplace. After initial set up, do not forward these to our stores, distribution centers, or Store Support Center.

6. Article Description Standards

The following guidelines have been established to help maintain the integrity of the Article Master. Use these standards when creating or maintaining item descriptions for articles

- When creating new articles or maintaining old articles use all **UPPERCASE LETTERS** for the item description.
- All descriptions must contain a common name. Descriptions may start with either the item's brand name or common name and include enough description to make the item unique from the other items. Descriptions may consist up to 30 characters. However, keep in mind that only the first 20 characters are used in the register for the receipt descriptions.

Brand Name Example: **PENSKE 10W40 MOTOR OIL**

Common Name Example: **MOTOR OIL 10W40**

- Place additional descriptive information immediately after common name. Separate all descriptive terms using one space.

Example: **SPRAY PAINT BLACK**

- Use the manufacturer's name in the description field unless other terminology can describe the product adequately.

Example: **COLEMAN LANTERN**

- Only use manufacturer's part number in the description field when it is necessary to identify the product. This description can be placed before or after the common name.

Example: **FRAM PH8A OIL FILTER**

- Do not use special characters; commas, semi-colons, dashes or asterisks in the description field. Slashes (/) may be used only when identifying numbers that are not whole numbers or when identifying clothing sizes.

Example: **J B WELD** (not J-B Weld)

Example: **BOLTS 3/8X6**

Example: **MACHINE SCREW 10-24X1 1/4**

Example: **JEAN LDS 12/14 RLX FIT WR63**

- When dealing with sizing use fractions, not decimals, when identifying numbers that are not whole numbers. No spaces should exist between size dimensions.

Example: **BOLTS 3/8X6**

Exception: Use decimals, not fractions when identifying tire & engine sizes.

Example: **TIRE 4.8X4**

Example: **RIDER 16.5HP**

Exception: Use decimals, not fractions, with shoe half sizes.

Example: **BOOT 7.5W**

- Any item containing a **rated engine** must include the item's horsepower (HP) in the description.

Example: **AIR COMPRESSOR 6.5HP**

Abbreviation usage must be cleared with the Tractor Supply Company Buyer working with Vendor.

V. EDI

A. EDI Introduction

Tractor Supply Company is committed to Electronic Data Interchange (EDI), the computer-to-computer transfer of business documents between trading partners. Ultimately, it is Tractor Supply Company's objective to establish programs for transmitting all documents of commerce and other information electronically to work toward a paperless relationship with our Vendors.

Vendors are required to adhere to Tractor Supply Company's EDI policy, including the receipt of electronic Purchase Orders and return of electronic acknowledgments for those Purchase Orders within 48 hours. There will be an initial testing period, after which Vendors are expected to be EDI compliant within 60 days. After the testing period, any electronic document will be the official document, superseding any faxed or hard copies.

EDI guidelines are available at the link below. Any inquiries regarding EDI requirements or testing should be directed to EDICoordinator@tractorsupply.com. Please determine whether you will be supplying our Stores and Distribution Centers or Direct to Consumer on our website. This will determine which zip file you download.

EDI Documents

Tractor Supply Company's EDI program follows guidelines adopted by the retail industry (X12 4010) and adheres to the standards approved by the American National Standards Institute (ASC X12), which are widely used throughout North America. To exchange documents in a mutually agreed upon format, Vendors must adhere to the same standards.

For information on the standards, you may contact:

Data Interchange Standards Association, Inc.
1800 Diagonal Road, Suite 355
Alexandria, Virginia 22314-2852
Telephone (703) 970-4480

B. Tractor Supply Company EDI Information

Store/DC

Interchange ID Qualifier: 08

Interchange ID: 08/6120930014

Network/VAN: Commerce Network ANSI X.12 Version: 004010

Documents: 850 Purchase Order (w/997 Functional Acknowledgement) *Required Domestic
 860 Purchase Order Change (w/997 Functional Acknowledgement) *Required Domestic
 810 Merchandise Invoice (w/997 Functional Acknowledgement) *Required Domestic
 855 Purchase Order Acknowledgement (w/997 Functional Acknowledgement) *Used by
 Selected Vendors Only
 856 Advanced Ship Notice (w/997 Functional Acknowledgement) *Required Domestic
 852 Product Activity Data *Used by Selected Vendors Only

DTC/E-COMM

Interchange ID Qualifier: 08

Interchange ID: 08/6120930010

Network/VAN: Commerce Network ANSI X.12 Version: 004010

Documents: 850 Purchase Order (w/997 Functional Acknowledgement) *Required Domestic
 860 Purchase Order Change (w/997 Functional Acknowledgement) *Required Domestic
 846 Inventory (w/Functional Acknowledgement) *Required Domestic
 810 Merchandise Invoice (w/997 Functional Acknowledgement) *Required Domestic
 855 Purchase Order Acknowledgement (w/997 Functional Acknowledgement)
 856 Advanced Ship Notice (w/997 Functional Acknowledgement) *Required Domestic
 180 Return Merchandise Authorization and Notification (w/997 FA) *Select Vendors

VI. Product Labeling

A. Bar Codes Introduction

Tractor Supply Company is committed to accurate Point of Sale (POS) register scanning. All products sold to Tractor Supply Company must have a UPC-A, UPC-E, SCC-14 or EAN bar code as specified by then current GS1 standards. All Tractor Supply Company store POS registers are equipped with barcode scanners. A UPC, SCC or EAN uniquely identifies each individual item. It makes the check out process quicker for the customer and the retail price look-up more accurate.

The benefits of the UPC, SCC or EAN are dependent on the bar code's ability to be scanned. Items that do not scan increase costs and hinder our ability to quickly and efficiently check out our customers. In order to maximize scanning, our Vendors must maintain the quality, integrity and scan capability of all UPC and EAN bar codes on all products sold to Tractor Supply Company.

All Vendors are required to obtain UPC, SCC or EAN numbers for all products sold to Tractor Supply Company except Private Label products. Vendor UPC, SCC or EAN numbers must accompany all product information submitted for new SKU setup. Vendors must supply product(s) to Tractor Supply Company with UPC Bar Code labels attached. Tractor Supply Company will not apply Bar Code labels to any Vendor items.

Import Vendors: If you are unable to provide a UPC code, Tractor Supply Company can generate one for you (see import quote sheet instructions regarding the UPC code).

B. Tractor Supply Company Barcode Policy

- The Vendor is responsible for an ACCURATE and SCANNABLE barcode on packaging;
- You may be required to submit labels and/or marked products for test scanning. This is to ensure that both your company and Tractor Supply Company use bar codes of acceptable quality;
- Test your UPC codes before shipping products. Barcodes that do not scan will be subject to return at the Vendor's cost and a Vendor charge back to compensate labor costs to correct the problem;
- All UPC codes must be provided to your Tractor Supply Company Buyer as part of the SKU Setup Schedule. A 90 day advance notice of all UPC code number changes is required;
- Any problems with the quality, integrity, or application of a bar code must be reported immediately to a Tractor Supply Company Buyer;
- Any changes to an existing product's bar code must be communicated to a Tractor Supply Company Buyer 90 days prior to change.

C. UPC Guidelines

- Each unique item must have a separate UPC; this includes variations on color, size, and package quantities;
- A new UPC number must be assigned for new products or when an existing product has significantly changed;
- A different UPC must be assigned for products that are sold individually as well as in multipacks. Multipacks of different quantities must also have a unique UPC code. For example, a can of orange soda, a six pack of orange soda, and a case of orange soda must all have different UPCs;
- Promotional packaging of products must also have unique UPC codes. For example, if a manufacturer runs a promotion where two quarts of oil are bound together and sold as buy one get one free, the two pack must have a UPC different than the individual quart of oil;

- UPC numbers must be assigned to items sold by the foot and the pound. These items will be bar coded and added to our Counter Scan Book for use by our cashiers.

D. GS1 Guidelines

GS1 standards are summarized here for your information; however, Vendors must comply with the current GS1 standards.

1. Labeling

Though the manufacturer may label their product by either incorporating the UPC code into the design of the packaging or by using preprinted labels, the preferred approach is to add the UPC code to the graphic design of the product's packaging. Preprinted labels require manual application by the Vendor and create more opportunities for problems to occur. Tractor Supply Company will not apply UPC bar code labels to any Vendor items. Be sure that any product that is typically displayed or stored outside is tagged with UPC labels that can withstand extreme weather conditions.

2. Bar Code Density

In order to ensure effective and reliable scanning, use bar codes with the lowest possible density. Wider bars and spaces are easier to interpret and less likely to have voids and specks of dirt which hinder a bar codes ability to scan.

3. Contrast

Because the UPC symbol must be read by optical scanning equipment, it is very important that it is printed properly. Tractor Supply Company requires that all bar codes be printed using black ink. Bar codes printed in other colors, especially red and purple, cannot be scanned by Tractor Supply Company laser scanners.

4. Position

As a general rule, placement of the symbol on the bottom of the product is most desirable. However, geometry of a container might make the determination of "bottom" questionable and therefore certain exceptions to the bottom-marking rule. If you have any questions regarding the position of the bar code, contact the Tractor Supply Company Buyer.

5. Bar Code Size

GS1 standards indicate that all bar code magnifications should be based on the nominal (100%) size of 1.469" x 1.020". The size can be reduced to 80% (1.175" x .816") or increased up to 200% (2.938" x 2.040"). No reduction in symbol height below that specified by GS1 is permitted.

6. Quiet Zone

An adequate quiet zone is imperative to accurate scanning. The quiet zone is the space around the bar code that helps the scanner determine the beginning and end of the bar code.

The graphics on the packaging should not interfere with the quiet zone. As a general rule the quiet zone should be at least twice the size of the largest space within the bar code. The quiet zone on a nominal size bar code should be 0.117".

7. Human Readable

All bar codes must have human readable characters that include a number system character and check digit. The cashier will use the human readable characters when scanning problems occur.

8. Verification

A significant number of bar code problems are due to the lack of an adequate verification process. The verification process involves the Vendor scanning the bar code to ensure that it is accurate and can be scanned prior to a mass production of the labels and/or shipment of the goods.

9. Film Master

A film master is an extremely accurate photographic representation of a bar code used to make printing plates. The printing plate is used to print the barcode directly onto the products packaging.

E. Children Product Safety Labels

Per the Consumer Product Safety Improvement Act enacted in 2008, all children's products and packaging must include a tracking label as of August 14, 2009. The purpose of the tracking label is to enable the manufacturer, retailers and the ultimate consumer to ascertain location and date of production of the product. Tractor Supply Company has identified a tracking label format that is required for these products. The format is as follows:

- Factory ID (Number provided by TSC) – Two Digit Production Month – Two Digit Production Year
 - Example: 391-09-09

For more information on the tracking label requirement, please visit www.cpsc.gov

VII. Marketing

Tractor Supply Company and Del's Feed & Farm Supply advertising materials are important to supporting our brand positioning. Because of this it is important that advertising materials supplied by our Vendors meet specific criteria. This includes both photography and product support copy. Vendors must adhere to the following guidelines.

A. Photography

Vendor shall provide photographs, at its cost and in compliance with this section. Digital files must be provided on a MAC compatible DVD or CD or available for Tractor Supply Company to download from an FTP site (address, user name, password and file name must be provided). Files provided on a DVD or CD should be sent to the Advertising Production Manager.

1. Digital files must meet the following criteria:

- Photography must be high resolution at least 5 inches in the smallest dimension at 300 dpi (dots per inch) or 300 ppi (pixels per inch). Do not resample images to larger pixel dimensions to increase image resolution;
- Files must be in an EPS, Tiff or JPEG format. Tractor Supply Company cannot use Microsoft Word documents, Microsoft Excel documents, PowerPoint files or PDFs with pictures embedded in them;
- Files must use CMYK or RGB Color modes only;
- Silhouette images must be sent with the path name "Path 1";
- Digital camera shots - RGB Jpegs saved with high or maximum quality JPEG compression;
- Tractor Supply Company can accept stuffed or archived files in Zipit, DropStuff or Stuffit.

2. Additional photography direction:

- Products displayed on cards or backboards need to be shot straight on;
- Packaging such as dog food, bird seed, grass seed and flexible bags should be shot straight on with no wrinkles, no glare and filled with the product or filling. Laying the bag flat and shooting from overhead gives the bag a full look and the contents do not settle to the bottom of the bag;
- Products such as mowers, chainsaws, log splitters, UTVs, etc., need to be shot at multiple angles including:
 - Complete side shot left;
 - Complete side shot right;
 - 3/4 view left;
 - 3/4 view right (showing the front and sides of the products);
 - Front shot;
 - Rear shot;
 - Close up images of special features should be provided.
- All products must be photographed without backgrounds. The images will be used as silhouettes;
- Lifestyle photography (product shown in a typical setting) is also desired. Any existing lifestyle photography should be provided and additional lifestyle photography may be required, depending on advertising needs.

3. Photography Identification

Each photo provided needs to be identified with the correct Tractor Supply Company SKU number.

For multiple angles, use the following for naming each file, where the numerical digits represent the SKU number:

0000000_F.eps front view	0000000_AL.eps left angle view
0000000_B.eps back view	0000000_AR.eps right angle view
0000000_L.eps left view	0000000_S.eps special feature
0000000_R.eps right view	0000000_S2.eps special feature

If the required photographs are not available Vendor may utilize one of the Tractor Supply Company's approved photographers.

B. Logo Artwork

Tractor Supply Company sometimes utilizes brand or manufacturer logos adjacent to product photography in advertising materials. Brand and / or manufacturer logos are required for all products as vector art files.

Both color and black & white logos are required.

C. Copy Requirements

Copy describing the product, along with bullet point feature and benefit copy must be provided for each item.

D. Use of the Tractor Supply Company Logo

Use of the Tractor Supply Company logo on vendor product, packaging or advertising materials must be approved by Director of Mass Marketing. Once approved, logo graphic standards must be adhered to. Access to graphic standards and logo artwork will be provided once use of the logo is approved.

VIII. Merchandise Presentation

A. Plan-o-grams / Fixtures / Promotional Fixtures / Resets

1. Plan-o-Grams

Tractor Supply Company's expansion goals cross geographical areas and markets where tailored assortments are critical. This is especially important in an effort to maintain plan-o-grams for all areas of the store. Tractor Supply Company uses Blue Yonder Space Planning space management software and maintains our Merchandise Innovation Center (MIC), which is a complete store mock up to aid you in the set-up and plan-o-gramming of your products. To make an appointment to set-up your product samples at the MIC, contact Tractor Supply Company's Merchandise Presentation Department.

If you are considering space management software, Tractor Supply Company urges the Vendors to consider using Blue Yonder Space Planning. Tractor Supply Company's Merchandise Presentation Director will be happy to answer questions or assist you. If your company uses Blue Yonder Space Planning technology and wish to propose a plan-o-gram for Tractor Supply Company usage, submit your plan-o-gram proposal in .PSA file format via email to the Merchandise Presentation Director or the respective Space Planner for your product category. The Tractor Supply Company SKU number must be used to identify items in the plan-o-gram.

If you are a Vendor or a Vendor service representative that services our stores, note that all plan-o-grams must be set in the stores in accordance with the company published plan-o-gram. Any desired changes must first be approved by Merchandise Presentation and the Tractor Supply Company Buyer. Any recommended variation must be sent to Merchandise Presentation by way of picture or diagram and have prior approval before implementation.

2. Fixtures

When appropriate, Tractor Supply Company uses fixtures and displays to generate sales. It is important to know these definitions:

- Displays are merchandise samples or representations of merchandise used to sell a product;
- Fixtures are the structures in which displays are housed;
- All Vendor supplied fixtures must be approved by the Fixture Planning and Procurement Manager. .

It is Tractor Supply Company's policy not to pay for Vendor's prescribed displays. Any new fixtures going into the store must be approved by the Space Planner, Visual Specialist, and the Tractor Supply Company Buyer.

A fixture sample along with a jpg picture, description (which shall include the use and location of where it will be placed), and the model number must be submitted to Fixture Planning prior to execution. The image may be emailed to the Fixture Planning Specialist and the sample must be mailed to: ATTN Fixture Planning – Fixture Sample at the Tractor Supply Company Merchandise Innovation Center (MIC),

3. Promotional Fixtures

There are other acceptable fixtures used to display and promote your products. As with all fixtures, the Fixture Planning and Procurement Manager must approve all Vendor supplied fixtures. The following is a list of specialty fixtures often used to display promotional product. If you need any of these fixtures for your program, contact the Fixture Planning Specialist for a list of preferred vendors. They may provide you with a cost savings when purchasing displays for your Tractor Supply Company program.

Aisle Violators - Shelf Top Sign Holder.

Clip Strips - Tractor Supply Company uses a metal clip strip with a welded plate for our scan label. All clip strips must be able to accommodate our label. Clip strips must match what Tractor Supply Company uses.

Power Panels / Wing Racks / Fast Track - Any products purchased for display on an end cap wing rack must be merchandised using the standard Tractor Supply Company power panel.

Special Order Catalog Racks - If your product line lends itself to a Special-Order Program, with your Tractor Supply Company Buyer's approval, you may have your catalog presented on a catalog rack within your presentation. Catalog Racks are only available by emailing Tractor Supply Company's Store Planning department.

4. Resets

Change is a core value at Tractor Supply Company. It is one of Tractor Supply Company's goals to improve our product assortment to meet the ever-changing needs of our core customer. Through this process, you may be asked by the Tractor Supply Company Buyer to submit a proposal to update and improve the products you offer to Tractor Supply Company.

The cost of implementing new programs in the stores is expensive. In preparing your proposal, be sure to include your P.O.P plans and/or Fixture plans to Merchandise Presentation, along with your plans to support the installation of your program. Support can be in the form of a Vendor set up team to complete the reset of your product, or financial support to allow our stores to dedicate our team members to reset your program.

B. Merchandise Packaging / Point of Purchase Guidelines

1. Purpose

To establish clear Packaging and P.O.P. guidelines to maintain consistent and sustainable programs for all Tractor Supply Company stores, improve the method in which we talk to our customers, and improve your product's presentation and sales.

2. Private Label Packaging

All printing of private label packaging must be completed by a certified printer. The certified printer listing can be viewed (PDF) in the Compliance Web Portal – Document Library. If you have a preferred printer that you would like to pursue our certification process, contact the imports department for pricing and the documented procedure.

3. Product Identification

It is the Vendor's responsibility to ensure each sell unit has the proper labeling as required by the Fair Product Label Act and Uniform Commercial Code. This includes, but is not limited to, the country of origin and manufacturer's identification markings.

Selected Tractor Supply Company purchases will require the items to be pre-ticketed or pre-priced. The Tractor Supply Company Buyer will provide Vendor with information required for pre-ticketing or pre-pricing when required.

Placement of the price labels should be front, top left corner. SKU# and price should appear on the label, and total box size would determine label size. The background should be white with black print.

4. Distributor and Country of Origin Statement

This identifies Tractor Supply Company as the distributor of record for the merchandise, as well as identifies the country in which the merchandise was manufactured. If the item is a branded product, then the Vendor name can be used as the distributor of record for the merchandise, as well as identifying the country which the merchandise was manufactured.

The U.S. Customs Regulations requires that every article of foreign origin (or its container) imported into the United States shall be marked in a conspicuous place as legibly, indelibly, and permanently as the nature of the article (or container) will permit, in such manner as to indicate to an ultimate purchaser in the United States the English name of the country of origin of the article, at the time of importation into the Customs territory of the United States.

The Country of Origin line must be the same size as the largest font used for the distributor information.

Distributed By:
TRACTOR SUPPLY COMPANY
5401 VIRGINIA WAY
BRENTWOOD, TN 37027
MADE IN U.S.A.

Match the punctuation and the capitalization of the words in the statement shown above. The statement may be left unjustified, centered, right justified or on one line with bullets.

5. Non-Apparel Packaging Guidelines

Your packaging should be the final element in the overall signing process.

- Your product should be in 4-color, easy to read packaging;
- Plain brown or white boxes are not acceptable. Work with your Tractor Supply Company Buyer to ensure that your packaging meets Tractor Supply Company guidelines;
- Graphics should list selling points, "step up" and "add on" sales;
- Boxed goods should be attractive, minimum cube, and stackable;
- Carded product should hang straight with lightweight goods. Packaging should be attractive, durable, space conserving and informational;
- Packaging should be geared towards our target customer, focusing on features that fit the needs of our customer;

- All environmental claims made on your packaging must be substantiated with proper documentation, before your product is sold in our stores;
- Merchandise that will be displayed or stored outside must be protected from the weather and have durable, non-fading full information labels;
- On all selling units, the UPC bar code must be placed in accordance with the UPC Guidelines;
- All packaging (including any changes to pre-approved packaging) is subject to Tractor Supply Company approval, which is required at least eight weeks before store execution.

6. Signing Guidelines

- Your merchandising, packaging, and display should tell the customer everything they need to make a decision;
- Keep your P.O.P. simple;
- Make it brief and basic;
- Make it easy to read;
- Make it eye-catching;
- Use clear common language (avoid industry terms);
- Focus your P.O.P. to our target customer;
- Your P.O.P. should be easy to install and maintain;
- You are expected to take ownership of all aspects of your signing program, including design, development, production and maintenance.

7. Designing P.O.P.

- When designing your P.O.P. keep in mind that P.O.P. material should complement your product, not overpower it;
- Your P.O.P. should suggest the appropriate add-on items (along with Tractor Supply Company SKU numbers) that will help the customer complete their “project”;
- Design your P.O.P. on material that will last for an acceptable period of time before replacement is needed;
- Be prepared to support future replacement signs as needed;
- The type and size of your P.O.P. requires the approval of your Tractor Supply Company Buyer and the Merchandise Presentation Department;
- Acceptable types of P.O.P. are outlined below in Section 5. “P.O.P. Styles”;
- Prior to reprinting any P.O.P. elements, review the current P.O.P. with your Tractor Supply Company Buyer. This will ensure that all your P.O.P. is current with your existing product offering;
- Submit proposed P.O.P. to Merchandise Presentation in jpg format that has the following information attached to it: POP number, Plan-o-gram, description, and placement.

8. P.O.P. Styles

Tractor Supply Company requires that you standardize the appearance of your P.O.P. in the store and across the chain. Discuss your fixture needs with Merchandise Presentation to best feature your P.O.P. The following styles of P.O.P. are part of Tractor Supply Company's standard P.O.P.s:

Aisle Violators: Some areas or products will benefit with the use of aisle violators, however, use in our stores requires the approval of Merchandise Presentation Department. There are 2 acceptable fixtures used for Aisle Violators, one framed, one using "grippers". Discuss your needs with the Merchandise Presentation Department.

C Channels: Tractor Supply Company uses a standard 3 inch channel in areas where we use wide span or multifunction racking. In these areas, your P.O.P. must be designed to fit this channel. Samples of this channel are available from the Merchandise Presentation Department.

Fact Tags: All large, freestanding items or display pieces require a fact tag. Fact tags should focus on the features and benefits and allow space for the pricing scan label. To maintain consistency in our stores, unless approved by your Tractor Supply Company Buyer, all fact tags should be designed using the standard Tractor Supply Company fact tag template provided by your Buyer. A replacement program should also be in place to support your P.O.P. program. If your product is going to be merchandised outside, your fact tags must be made of a weatherproof material.

Gondola Headers: As gondola space is limited, the use of headers in pegboard space requires the approval of Merchandise Presentation Department. If approved, headers should be designed to attach to the pegboard using "push buttons" into the peg holes, not tape.

Banners: The use of hanging banners, either inside or outside, requires the approval of the Merchandise Presentation Department.

Standard Signing: Our stores use standard 7x11 sign holders for the promotion of large items or mini-pallets. 5x7 cards are used for products bought for end cap promotions.

9. Use of Logos

(a) Vendor Logo: Tractor Supply Company sells products, not companies. While brand recognition could be an important factor in the customer making a buying decision, your logo should not occupy more than 10% of the total sign. Any variation from this requires Tractor Supply Company approval.

(b) Tractor Supply Company Logo: The use of the Tractor Supply Company logo is strictly prohibited without the approval of the Tractor Supply Company Director of Mass Marketing. If the use of the Tractor Supply Company logo has been approved, ask your Tractor Supply Company Buyer for a copy of the Tractor Supply Company Graphics Standard Manual.

C. Apparel Guidelines

Tractor Supply Company requires all apparel to have uniform presentation tools, i.e. hangers and tickets.

1. Hanger Requirements

Tractor Supply Company mandates use of a specific hanger, the order form for which may be found in the Compliance Web Portal – Document Library under Hanger Order Form. Exceptions may be granted by only the Tractor Supply Company Buyer and only in writing. Requests for exceptions must be submitted in writing. Vendors will be subject to a chargeback for failure to comply.

2. Ticket Requirements

Vendors are required to order, at its cost and expense, all price tickets from Tractor Supply Company's Apparel Ticket Supplier for any delivery. Standardized tickets make a consistent statement on the floor and allow our team members to mark seasonal goods down more quickly and accurately. This ticket requirement applies to:

- Shirts;
- Outerwear;
- Hanging Jeans;
- Shorts.

Non shelf labeled accessories such as purses, spring straw hats, belts, socks and gloves are excluded from ticket requirements unless otherwise instructed by the Buyer.

- Seasons correspond as follows:
 - Jan-March: Spring;
 - April-June: Summer;
 - July-September: Fall;
 - October-December: Winter;
 - Non Seasonal (Replenished Items).

D. New Store Merchandise Procedures

1. New Store Policy and Terms

Tractor Supply Company has specific opening procedures and guidelines for new stores. Tractor Supply Company defines a new store order as any order placed prior to store's Soft Opening Date to support a new, remodeled or relocated store opening. Review the guidelines in this section and adhere to ship dates as requested. Early shipments to new stores will be refused and the Vendor will be charged back any cost incurred by Tractor Supply Company in connection with early shipments.

2. Vendor Merchandise Set

Timing is critical in Tractor Supply Company's new store process. All merchandise that is set by Vendors should arrive the week fixtures are being set (ship on requested ship dates). This allows the store team members time to process the merchandise. The Vendors should then expect to have their representative in the store the following week to set the merchandise on the counter following the established plan-o-gram. Make sure that the personnel in charge of setting the store contacts the New Store Manager in advance of arrival so as not to delay this process.

3. Vendor Training

In-store training must be scheduled three weeks prior to the date merchandise arrives. All training should be scheduled through the Retail Initiatives Project Manager. Most of the training should occur or be completed two weeks prior to the Soft Opening Date. Additional training may be requested for a later date.

4. Point-of-Purchase, Displays, Racks, and Catalogs

All P.O.P. (Point – Of – Purchase) catalogs, displays and racks must be shipped Tractor Supply Company's Store Opening Contractor. The Vendor supplied P.O.P. catalogs, displays and racks will be delivered to the new stores by the Store Opening Contractor along with other fixtures. To assist the store personnel in identifying Vendor's items, Tractor Supply Company asks that the Vendor clearly identify these cartons with large brightly colored labels indicating the Vendor and use of the display.

5. Grand Opening Attendance

Select Vendors will be requested to attend and work our new store Grand Openings and Grand Re-Openings.

E. Vendor's Display and Other Equipment

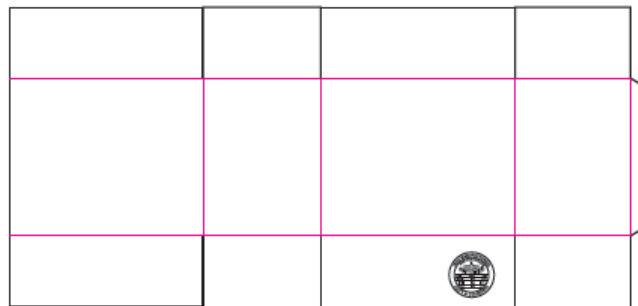
Vendor may provide a display or other equipment for TSC's retail locations at no cost to TSC and at TSC's sole discretion as to size and placement. In the event Vendor provides such display or other equipment, TSC agrees that only Vendor's goods shall be placed in such display or other equipment. Unless otherwise provided herein, Vendor shall retain ownership of the display and/or other equipment and may retrieve such equipment at any time upon providing at least ninety (90) days notice to TSC.

IX. Pre-Shipment / Packaging Requirements

A. Carton Packaging Requirements

1. Merchandise Shipping in Master Cartons

- Merchandise packaging that is encapsulated inside a master shipping carton of more than 1 unit per master shall be placed in an RSC (Regular Slotted Container);
- Minimum Performance of Master Carton is 200# Mullen (Burst);
- Minimum B/C, or B/A Doublewall corrugated (5 ply);
- Packaging Style RSC (Regular Slotted Container) see illustration below;



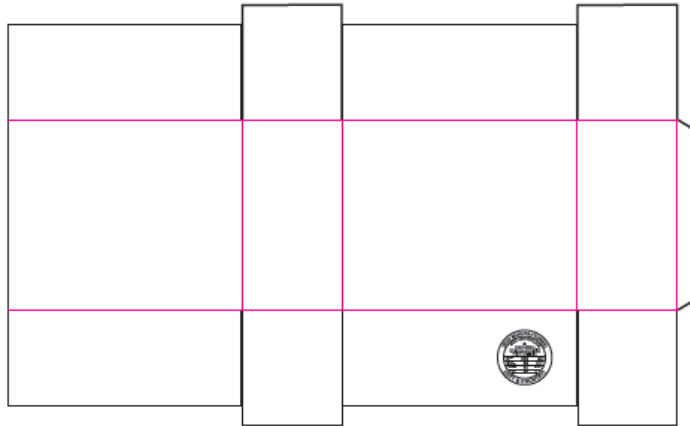
- Flute Direction (Corrugation) shall be parallel to the carton depth (height). Variances must be approved by TSC Product Development;
- Manufactures' mark to be printed on bottom of carton, certifying packaging meets minimum performance specification. See illustration below;



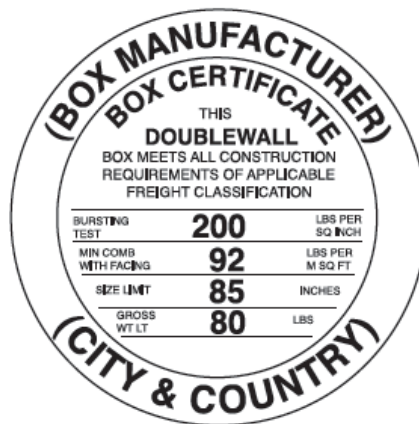
- Manufacturer's joints to be glued on lighter weight items, and stitched on heavier items when applicable;
- Top and Bottom of carton shall be taped with 3 mil polyester tape on all exposed seams;
- Packaging cannot use straps or bands as method of securing carton;
- All packaging changes must be pre-approved by Tractor Supply Company.

2. Merchandise Shipping in Retail Packaging

- Merchandise that ships and is sold in the same packaging (no master carton) requires additional design and performance consideration;
- Minimum Performance of Master Carton is 200# Mullen (Burst);
- Minimum B/C, or B/A Doublewall corrugated (5 ply);
- Packaging Style to be FOL (Full Overlapping Flaps) see illustration below;



- Flute Direction (Corrugation) shall be parallel to the carton depth (height). Variances must be approved by TSC Product Development;
- Manufactures' mark to be printed on bottom of carton, certifying packaging meets minimum performance specification. See illustration below;



- Manufactures joints to be stapled;
- Bottom of Carton to be stapled at flap;
- Top Flap to be glued, or securely taped with 3 mil polyester tape on all seams;
- Packaging cannot use straps or bands as method of securing carton;
- Litho Boxes require a minimum 300 gsm CCNB top sheet with 80 brightness;

- Flute visibility has a negative impact at shelf and should be minimized by increasing GSM of face sheet when possible;
- Inner pack of fragile merchandise will require space between carton ID and product. A good medium for this application is EPS, as it will absorb impacts well, protect product and reduce exterior carton deformation from impact and handling within the supply chain;
- Graphic Labels shall be flood coated with water based UV to protect printed images;
- All packaging changes must be pre-approved by Tractor Supply Company.

3. Product Specific Packaging Guidelines

Certain Tractor Supply Company products require specific packaging guidelines. Please see below list of products that have individual requirement specifications:

- Gas Installed Products;
- Electric Portable Products;
- Heating Accessories Products;
- Cast Iron Cookware Products.
- 6v Batteries with exposed or spring terminals must have protective caps and/or packaging that prevents multiple units from touching

4. E-Commerce Apparel Packaging Guidelines

- Each selling unit needs to be folded in its own poly bag with the following printed outside of the bag:
 - UPC number and barcode for the product;
 - Tractor Supply Company SKU number;
 - Vendor style number;
 - Warning label printed on the bag that reads the following: **Warning: To avoid danger of suffocation, keep away from babies and children. Do not use in cribs, beds or playpens. This bag is not a toy.**
- The hang tag on the garment should have the following:
 - UPC number and barcode for the product;
 - Vendor style number;
 - Size;
 - Color identification.
- The garments should **not** be on hangers.

5. Inner Case Packs

- Inner Case Pack quantities must be packaged together in shippable cartons within the Master Case Pack Carton;
- Seal the Inner Case Packs securely with polypropylene film or packaging specifically designed for the product;

- The Inner Case Packs must be in packaging that assures merchandise will not be damaged or blemished; glass-on-glass contact must be avoided;
- Carton items must have separators within the carton to prevent the units from impacting and breaking one another;
- All packaging changes must be pre-approved by Tractor Supply Company.

B. Carton Labeling Requirements

1. Domestic Master Case Pack Carton Labeling

All cartons must have Vendor name, origin address and Tractor Supply Company's ship to address on the outside of the carton. Each carton must also be clearly marked with:

- Store Number or DC Number;
- Purchase Order number;
- Carton number (Example: 1 of 4, 2 of 4, etc.) by Purchase Order;
- Vendor part #;
- Tractor Supply Company SKU #;
- Description;
- Expiration / Shelf Life dates, if applicable;
- Lot numbers, if applicable;
- Number of inner case pack count;
- Number of selling units count.

DC Stock Items Packing guidelines:

- Items with different SKU numbers may NOT be mixed in a Master Case Pack;
- Shipments for more than one Purchase Order may NOT be mixed in a Master Case Pack;
- Shipments for more than one Purchase Order may NOT be mixed on a pallet.

2. Domestic Inner Case Pack Labeling

Mark at least one side of the carton with the following information:

- Vendor Item Number;
- Tractor Supply Company SKU # (from the Tractor Supply Company Purchase Order);
- Case Pack (number of units in a shippable inner pack carton);
- Purchase Order Number;
- Item Description (from the Tractor Supply Company Purchase Order).

3. Import Master Case Pack Carton Labeling

Mark at least one end of the carton with the following information:

- Vendor Name;
- Purchase Order Number (taken from Tractor Supply Company Purchase Order);
- Destination (destination of Purchase Order);
- Tractor Supply Company SKU Number (taken from Tractor Supply Company Purchase Order);
- Case Pack (number of units in a master carton);
- Carton Number (Box 1 of 2);
- Gross Weight (the weight of the carton including item, packing material and carton);
- Cubic Feet (the cube of the carton);
- Country of Origin (Country where the item was manufactured);

Mark at least one side of the carton with the following information:

- Purchase Order Number;
- Carton Number;
- Country of Origin (Country where the item was manufactured).

4. Import Inner Case Pack Labeling

Mark at least one side of the carton with the following information:

- Vendor Item Number;
- Tractor Supply Company SKU # (from the Tractor Supply Company Purchase Order);
- Case Pack (number of units in a shippable inner pack carton);
- Purchase Order Number;
- Item Description (from the Tractor Supply Company Purchase Order).

5. Store Display Carton as Shipping Carton Labeling

See below requirements for product store display cartons that will also act as shipping carton:

- The label must be **3”x 4”** in size with **14 pt. font**;
- The label should be placed in the least obtrusive location and cannot cover artwork/graphics or product information;
- The label must contain the following items:
 - Purchase Order Number (taken from Tractor Supply Company Purchase Order);
 - Destination (destination of Purchase Order);
 - Tractor Supply Company SKU Number (taken from Tractor Supply Company Purchase Order);
 - Carton Number (Box 1 of 2);

- Gross Weight (the weight of the carton including item, packing material and carton);
- Cubic Feet (the cube of the carton);
- Country of Origin (Country where the item was manufactured);
- **The Label must NOT contain the Manufacturer/Vendor name.**

6. Fragile Marking

Cartons containing merchandise manufactured from or containing “breakable” materials must be marked FRAGILE. The size of this information will vary upon the carton size; however, it should be the most prominent (biggest) graphic on the carton. This carton marking must also include arrows indicating the top of the carton.

Label must be included on two non-adjacent sides of the carton.



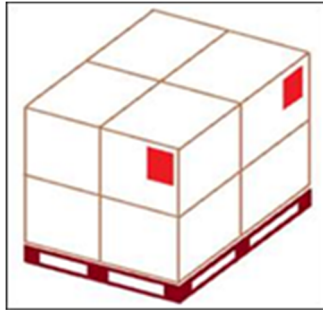
Examples of what merchandise to use the FRAGILE markings on include, but are not limited to those items manufactured with: Glass - Ceramic - Porcelain – Polyresin – Stoneware

A. Advance Ship Notice (ASN) Label Requirements

Please see store/DC EDI documents in the EDI section of the TractorSupply.com web site.

1. ASN Label Requirements

- All shipments must have 2 compliant GS1-128 labels
- Use a 4” x 6” standard size label
- Labels must be placed in an upright position
- Entire label must be visible
- Label ink cannot be smudged and must scan accurately
- Two identical pallet labels must be applied to adjacent sides of each pallet.
- Labels must be placed in the top right quadrant of the pallet.
- Labels are not usable or valid unless they are accompanied by a valid 856 ASN.



2. ASN GS1-128 Diagram

From: ZONE A Ship From Name and Address	To: ZONE B Store Name and Address
ZONE C	ZONE D
PO Number: ZONE E PO Number (Readable and Scan Eligible)	
ZONE F	
ZONE G Unit Number of Total Units	Store: ZONE H Store Number
ZONE I SSCC-18 Serial Shipping Container Code (Readable and Scan Eligible)	

B. Pallet Requirements

All domestic shipments must be shipped on pallets per Tractor Supply Company's pallet requirements. If better cube utilization can be achieved by placing product on slip sheets, Vendor must get prior approval in writing from the Supply Chain Analyst.

Product that is palletized shall be sorted by Purchase Order number (if the same destination) and then by SKU number. Multiple destinations are not allowed to be mixed on a pallet. All of one SKU on a particular Purchase Order should be on the same pallet, if possible. Should the quantity of a particular SKU be less than that of a full pallet, all of that SKU should be grouped (layered) on the same pallet. Pallets should then be loaded together so that all of a Purchase Order is together and then all items with the same SKU are together. If Purchase Orders are combined on a pallet, each Purchase Order should be separated by a slip sheet or cardboard divider.

As a policy, Tractor Supply Company will not pay pallet charges. Do not list these charges on the invoice as a separate line item. Any pallet charges shared by Tractor Supply Company and Vendors must be built into the cost of the goods. Tractor Supply Company does not participate in pallet exchange or CHEP programs.

In order to maximize cube utilization and/or to prevent damage to product, alternative methods of stacking (i.e. floor loading, mini-pallets, or oversized pallets) may be used, with the prior approval of the Supply Chain Analyst.

1. Pallet Specifications

- Acceptable Pallet Dimensions are: Length 48" x Width 40", 4-way entry;
- Materials: Group III and/or IV hardwood, clean sawn;
- Deck Boards (7 required):
 - Outer boards (2) = 5-3/4 inches;
 - Inner boards (5) = 3-3/4 inches;
 - Deck boards: flush with outside runners;
 - Space between boards: 3 inches (max).
- Bottom Boards (5 required):
 - Outer boards (2, chambered) = 5-3/4 inches wide;
 - Inner boards (3) = 3-3/4 inches wide;
- Thickness (deck and bottom boards): minimum of 5/8 inch;
- Runners (3 per pallet): 3-5/8 inches tall, 1-1/2 inches wide, and 48 inches long, notched in two places for 4-way entry.

2. Product Loading Specifications

- All product must be within the size confines of the pallet;
- For bagged commodities maximum allowable overhang is 1" along shortest side of pallet (i.e. 40" side). Overhang is not allowed along the longest dimension (i.e. 48" side) of pallet;
- Pallets must be wrapped sufficiently to prevent product shifting and damage;
- For international shipments, if the carton (or bundle) weighs more than 75 lbs, product should be palletized or loaded on a slip sheet. Loading method must be approved by our Packaging and Rounding team. Please submit request via email at: LogisticsPackagingandRounding@tractorsupply.com;
- Clear shrink wrap must be used to wrap pallets.

It is the Vendor's responsibility to securely load all pallets into trailers/containers to prevent shifting and damage during transit.

3. Alternate Pallet Request

Alternate pallet type request must be approved in writing by a Tractor Supply Company Supply Chain Analyst. Alternate pallet proposals should be requested via email at:

LogisticsPackagingandRounding@tractorsupply.com

Each request must include the following information:

- Alternate pallet dimensions;
- Alternate pallet weight;
- Type of material;
- Number of fork lift entries (2-way, 4-way etc.);
- Quantity of Tractor Supply Company SKU/selling unit per pallet;
- Cube variance between standard and alternate pallet in selling unit quantities;
- Alternate pallet dimension with product loaded on pallet;
- Alternate pallet weight with product loaded on pallet;
- Documentation verifying alternate pallet has been quality tested for durability to support and protect product when stacked;
- Sample pallets may be requested for Tractor Supply Company internal quality testing;
- **Two pictures, one of the alternate pallets itself and one with product loaded on pallet.**

C. Loading Policy

Proper loading of trailers is necessary in order to minimize shipment damage and effectiveness in which shipments can be received. It is the Vendor's responsibility to ensure that the load is secure.

The Vendor must either stack down or block and brace the load appropriately. Always load heavy freight on bottom with light freight on top to prevent crushing and load instability.

When loading product on a trailer that will not be filled to capacity, stack down the product on the rear of the trailer to resemble stair steps. This should minimize product from falling while the trailer is in motion, thus reducing the chance of damage.

It is the Vendor's responsibility to securely load all pallets into trailers/containers to prevent shifting and damage during transit. Loads should be secured so they will not shift or reposition in transit. Voids should be filled with bracing between pallets with air-filled padding bags. Load bars, rope tie downs, floor braces and straps should be used to keep the load from moving and add stability.

Tractor Supply Company monitors both shipment and product quality. Any shipment that does not follow Tractor Supply Company's shipment requirements may result in a quality hold at the receiving facility. Major shipment quality issues require the Vendor or an affiliate to come onsite for corrective action. Minor shipment quality issues may result in Vendor penalties. Penalties include but are not limited to re-work, third party labor, supervision and floor space fees for trouble product.

D. Packing List Requirements

To ensure the efficient receipt of your shipment, all shipments must include a Packing List and have the Purchase Order number clearly marked on the outside of the boxes. Line items on the packing list must be in the same order as on the Purchase Order.

Two packing lists must be supplied. One packing list shall to be given to driver and the other must be placed on the first pallet that will be unloaded off the trailer/container. The Packing List must be visible and be enclosed in an envelope marked "Packing List".

Vendor packing slip information must match actual product shipped.

The Packing Lists must include the following information:

- Purchase Order Number (with release number on blanket Purchase Orders);
- SKU Number (our item numbers are cross-referenced on our Purchase Orders);
- Vendor Part Number;
- Quantity Ordered;
- Quantity Shipped;
- Lot numbers, if applicable;
- Expiration dates, if applicable;
- Vendor contact information.

E. Inbound Infestation

All inbound loads are subject to inspection for unsanitary infestation that violates U.S. Food and Drug Administration (FDA) standards upon arrival at a Tractor Supply Company location. Any load determined to have infestation violations present will be sent back to the origin at the Vendor's cost and will include administration charge backs.

Infestation violations include but are not limited to:

- Live rodent/vermin or bird infestation;
- Dead rodent/vermin or bird infestation;
- Rodent or bird nesting material;
- Evidence of animal excreta;
- Product packaging with characteristics of urine stains;
- Evidence of gnawed product packaging.

These violations can create a public health concern to our consumers and employees. Any Vendor found violating FDA regulations on inbound loads will be required to put a corrective action plan in place. This will include changes in their property, physical equipment, and any necessary changes to bring product handling operations into conformance with FDA sanitary requirements.

F. Cross Dock Shipments

Cross dock (mark for store shipments) shall be defined as any merchandise that is shipped into the DC with the intention that it will not be received into DC stock, but rather processed directly into the designated store freight lane for shipment to the store as soon as delivery is possible. Each store will have its own purchase order number.

The requirements that must be followed by Vendors that ship via the cross dock method at any time are outlined below:

- **Stores must be grouped together on a pallet;**
- The Vendor should clearly mark each pallet with a placard consisting of; the individual Store number, Purchase Order Number, and pallet number (i.e. 1 of 2, 2 of 2) on two sides of the pallet. This information should be large enough to be visible from a distance of 5 feet, to alleviate the need for the equipment operators from dismounting their equipment to read the information on each pallet;
- For all cross dock shipments, Tractor Supply Company's cross dock GS1-128 label must be used on each carton. See the following page for the cross dock GS1-128 label diagram. The Purchase Order Number must be printed and bar coded on the form;
- A packing list must be attached to the lead carton for the PO per Tractor Supply Company's packing list requirements;
- An attachment must be included with the Bill of Lading identifying the Tractor Supply Company store which is the shipments final destination, its corresponding Purchase Order Number and the number of cartons per store. The word "CROSSDOCK" should be clearly marked on the Bill of Lading;
- If multiple Purchase Orders are on the same shipment and going to the same destination, the Vendor must place them on one master Bill of Lading;
- All Special Order Purchase Orders must be clearly identified on the Bill of Lading and Packing Slip, especially if shipped with a regular stock order.

1. Cross Dock GS1-128 Diagram

All cross dock shipments must contain the following GS1-128 shipping label. See next page for instructions on how to create the GS1-128 label.

From: ZONE A Ship From Name and Address	To: ZONE B Store Name and Address
ZONE C	ZONE D
PO Number: ZONE E PO Number (Readable and Scan Eligible)	
ZONE F	
ZONE G Unit Number of Total Units	Store: ZONE H Store Number
ZONE I SSCC-18 Serial Shipping Container Code (Readable and Scan Eligible)	

Uniform Code Council Label Zone Format, with SSCC-18

Shaded Zones – Contain required content
 Unshaded Zones – May contain optional content

Required Content by Label Zone

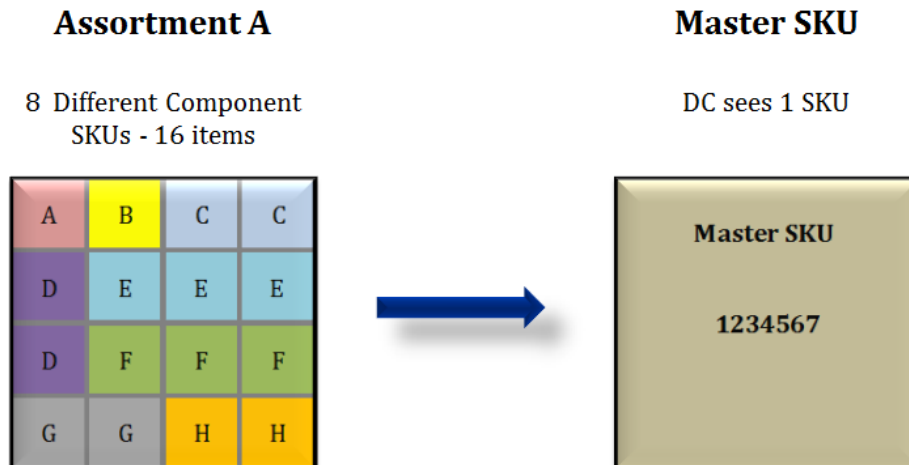
- Zone A – “From:” literal / Complete vendor name and address
- Zone B – “To:” literal / Complete store ship-to name and address
- Zone E – “PO Number:” literal / Purchase Order number in a readable format and bar code
- Zone G – “Case/Pallet of Total Case(s)/Pallet(s) Per Store” literal / Example: 1 of 3, 2 of 3, 3 of 3
- Zone H – “Store: literal / Store Number
- Zone I – 18 digit Serial Shipping Container Code in a readable format and bar code

The “ZONE X” references in the label above are for reference in this document only and are not to be printed on the actual labels.

G. Master Display SKU Label

Master Display SKUs are TSC item numbers that contain one or multiple component SKU's. The display SKU will represent a specified number of the components. The SKU will flow through the supply chain as the display SKU and then break into components once it is received at the store.

If Master Display SKU is made up of multiple cartons, 1 Master Display SKU per pallet.



Master Display SKUs must meet all standard TSC labeling requirements as well as have the following label on the master carton:



Label Requirements

- Must be **Fluorescent Orange**
- Must contain the following verbiage: **MASTER SKU CARTON**
- Must contain **TSC Master Display SKU Number**
- Must contain the following verbiage: **DO NOT OPEN CARTON AT DC**
- The size of the label must be **5" x 7"**
- UPC barcode

H. Seasonal and Special Event Labeling Requirements

Tractor Supply Company requires event codes and seasonal symbol labels to be used when shipping seasonal or special event merchandise.

1. Event Code

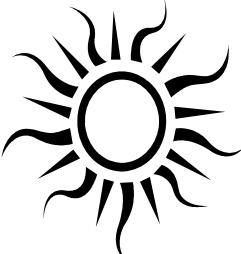



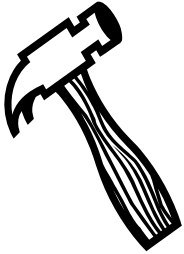
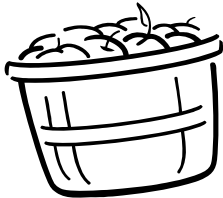






The event code corresponds to specific Tractor Supply Company scheduled merchandise events. You must include the appropriate event code text on the bottom of the seasonal symbol label located on the Master Case Pack Carton.


The event code must appear on the label in:

Arial 36 pt. bold font

2. Seasonal Symbols

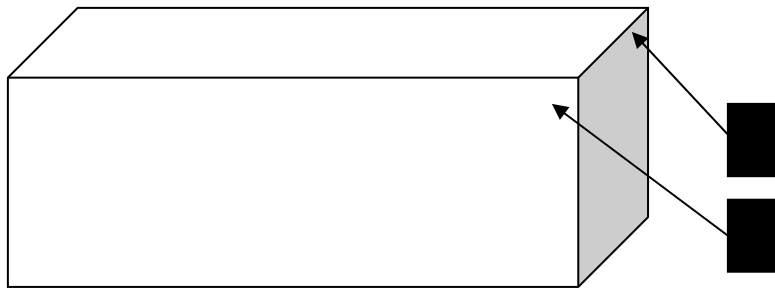
The seasonal symbols identify the type of product contained inside the carton. This allows Tractor Supply Company's stores and distribution center to quickly and efficiently identify time sensitive product as it arrives. Tractor Supply Company approved Special Event and Seasonal Symbols are as follows and may be found in free clip art on Microsoft Office Online.

 1. SUMMER	 2. FALL	 3. WINTER	 4. SPRING
 5. TOOL	 6. HARVEST	 7. GIFT	 8. CHRISTMAS
 9. HEATING	 10. CIRCULAR	 11. TOY	 12. PROMO TABLE

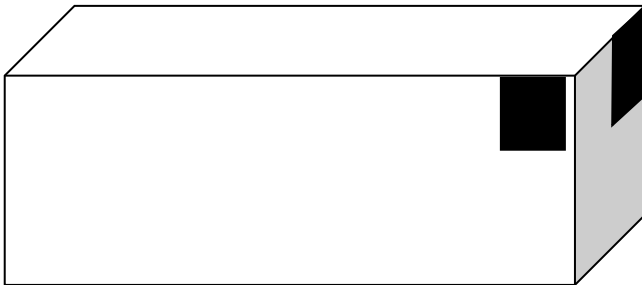
 <p>13. ANIMAL</p>			
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3. Seasonal and Special Event Label Placement

Place labels on the upper-right hand corner of two adjacent sides of each seasonal merchandise Master Case Pack Carton. The size of the label must be 5" x 7".



1. Place two identical seasonal and special event labels in the upper-right hand corner on two adjacent sides of the carton.



2. All labels must be legible and complete. See sample on next page.

4. Seasonal and Special Event Label Example



X. Domestic Transportation

A. Shipping

Vendor shipments must abide by the ship window dates, indicated on Tractor Supply Company Purchase Orders. See below details by vendor freight terms:

Collect Vendors:	“Ship Not Before” and “Ship No Later”
Prepaid Vendors:	“Do Not Deliver Before” and “Do Not Deliver After”

Vendors will not be penalized for late shipments as long as the Purchase Order is marked ready to ship (TMS planned departure date indicating when the goods are available for pick up) for collect vendors or delivered for prepaid vendors between these two dates.

No Purchase Order should be shipped or delivered before or after the requested ship window without authorization. All late shipments must be communicated to your Inventory Analyst.

B. Routing Instructions

1. Prepaid FOB Destination Routing Instructions

All prepaid FOB destination purchase orders must be delivered within the requested delivery window. The delivery window is indicated on the Tractor Supply Company purchase order by “Do Not Deliver Before” and “Do Not Deliver After”, meaning that the delivery must occur sometime within this range. Any items received after the last day of the delivery window may be rejected by the Stores or DC’s. Product may be sent back to the vendor at vendor’s cost.

All prepaid FOB destination purchase orders must have freight included in the cost of the product per unit. Tractor Supply Company does not allow any separate line items for charges or Freight On Invoice. BOL’s must be provided by the vendor. Detailed requirements are listed in Section D (Bill of Lading Instructions).

A vendor shall not ship multiple LTL or parcel purchase orders within a five (5) business day period to the same destination, all purchase orders must ship together.

A single purchase order cannot be shipped across multiple trailers for domestic shipments. In the event that a purchase order exceeds a full truckload, contact your Tractor Supply Company Inventory Analyst prior to shipping so the purchase order can be adjusted. Any extra cost for split shipments will be charged back to the vendor.

If Tractor Supply Company does not meet the minimum order amount for prepaid freight on an order, it is the vendor’s responsibility to notify its Inventory Analyst before the order is shipped that they have not met the minimum order amount. This allows them the opportunity to modify the purchase order. In the event that the purchase order is not modified and the minimum order amount for prepaid freight remains unmet, the order defaults to a collect shipment where the vendor must follow the Collect FOB Origin Instructions.

The vendor may use the carrier of its choice for prepaid FOB destination shipments. A list of Tractor Supply Company preferred carriers can be found in the [Vendor Document Library](#) link this. Prepaid FOB destination vendors are not required to use these carriers.

Vendors do not have to send notification to Tractor Supply Company for routing instructions. All Prepaid FOB Destination shipments, including Special Orders, are accepted at our receiving docks by appointment only. If your truck or a common carrier is making a delivery, advise your driver or carrier that they must request a DC delivery appointment at least 48 hours before the expected delivery time. Unscheduled

deliveries will not be accepted. Tractor Supply Company will not be responsible for re-delivery or detention charges that may result. Tractor Supply Company reserves the right to send back unscheduled or late arrival trucks at the vendor's expense. Delivery appointments can be made by emailing the appropriate DC at the email address identified in the [Vendor Document Library](#).

When calling for an appointment, have the following information available:

- Vendor name
- Purchase order number(s)
- Number of cartons or pallets
- Freight carrier and PRO #

Tractor Supply Company stores accept deliveries Monday through Friday, between the hours of 8:00 am and 5:00 pm. All deliveries to a Tractor Supply Company store require a 24-hour advance notice. The vendor must contact a store manager, assistant manager or receiver to schedule delivery by email or phone. A Tractor Supply Company store and DC listing is included in the Compliance Web Portal – Document Library section of this manual. Shipments arriving late for their appointment times or without proper notification will be subject to refusal and chargebacks.

Freight on Invoice is not permitted under any circumstance and will result in a chargeback to the Vendor.

2. 3rd Party Collect FOB Origin Manhattan Routing Instructions

Tractor Supply Company requires all vendors shipping Collect FOB origin shipments to route their purchase orders within the Tractor Supply Company Transportation Lifecycle Management system (TLM) commonly known as: Manhattan Transportation Shipper Portal. Only full truckload and less-than-truckload (LTL) orders are permitted to be routed within the Manhattan Transportation Shipper Portal. If your purchase order is a parcel eligible shipment, please refer to subsection: C. UPS Consignee Billing – Collect FOB Origin Shipments. Below is the website link used to access the Manhattan Transportation Shipper Portal as well as a training link that contains a live demo and printable documents for each part of training. A username and password is required to access each link and can be used unanimously across all links. If you do not have a log-in or have technical questions regarding the Manhattan Transportation Shipper Portal, contact the Transportation Department at TSPSupport@TractorSupply.com. Keep in mind, this email address is for technical questions only.

Manhattan Transportation Shipper Portal Training link (the sound only works in Internet Explorer):
<https://transportation.tractorsupply.com/training/index.html>

Manhattan Transportation Shipper Portal link (can be used in any browser):
<https://transportation.tractorsupply.com>

3. Manhattan Routing Instructions

All collect FOB origin purchase orders that are not parcel (small package) eligible must be routed in the Manhattan Transportation Shipper Portal with a pickup start date that falls within the allotted ship window. Ship windows are notated on the Tractor Supply Company purchase order by a “Ship Not Before” and “Ship Not After” date. This dictates that the purchase order must be available for pickup and routed for pickup (within the Manhattan Transportation Shipper Portal) with a date that falls within this specified date range. The pickup start date, that is selected by the vendor when routing a purchase order in the Manhattan Transportation Shipper Portal, specifies the first available date the purchase order will be ready to ship; taking into account available shipping appointments.

PO's must be marked ready to ship in the Manhattan Transportation Shipper Portal 48 hours prior to the desired pickup start date. The Manhattan Transportation Shipper Portal will only allow pickup start dates to be 48 hours or more from the date and time it is routed in Manhattan. For example, if your desired pickup start date is January, 24 at 8:00 AM, you will need to route it in the Manhattan Transportation Shipper Portal by January, 22 at 8:00 AM, or earlier.

Vendors will not be penalized for late shipments as long as the above requirements are met. If the vendor is unable to meet the requested ship window, they must contact their Tractor Supply Company Inventory Analyst. For PO change request requirements please refer to page 15 of the Vendor Requirements Manual.

Tractor Supply Company contracts with a select group of preferred transportation providers to facilitate its transportation needs. With Tractor Supply Company owning the relationship and contract with the select group of transportation providers, Tractor Supply Company will pay the freight cost directly to those providers. Any and all unapproved freight cost on Tractor Supply Company Collect FOB shipment invoice charges will not be permitted and will be charged back to the vendor. In addition, any purchase order or shipment, that is not eligible for parcel (small package) shipping, will be subject to a chargeback if the vendor does not route the purchase order within the Manhattan Transportation Shipper Portal or chooses to use an unauthorized transportation provider.

A single purchase order cannot be shipped across multiple trailers for domestic shipments. In the event that a purchase order exceeds a full truckload, contact your Tractor Supply Company Inventory Analyst prior to routing so the purchase order can be adjusted to fit accordingly.

When routing a purchase order in the Manhattan Transportation Shipper Portal, the following information is required:

- Total shipment weight: includes product, pallet, and packaging weight
- NMFC Freight Class: calculated by vendor
- Pick-up Start date: indicates when the load is ready to ship, based on available appointments
- Total pallet count
- Hazardous material indication: yes or no
- Volume: indicates the number of pallet spaces needed and is based on standard sized pallets (48 x 40)

To calculate the volume, use 125 cu. ft. per pallet space needed.

EXAMPLE: If a PO is 9 pallets, and 9 pallet spaces are needed, the volume should be 1,125 cu. ft.
 $9 * 125 = 1,125$ cu. ft.

EXAMPLE: If a PO is 9 pallets, but only 5 pallet spaces are needed if double stacked, the volume would be 625 cu. ft.

$5 * 125 = 625$ cu. ft.

It is the vendor's responsibility to make sure the shipping address is correct in the Manhattan Transportation Shipper Portal when routing purchase orders. Shipping addresses are pre-populated in the Manhattan Transportation Shipper Portal per the shipping address associated with the vendor number. This shipping address cannot be updated manually by the vendor. If the shipping address is incorrect, reach out to the Tractor Supply Company Buying Team before purchase orders are routed in the Manhattan Transportation Shipper Portal. If a ship location must be changed on a purchase order, the order is normally canceled by the Tractor Supply Company Inventory Analyst and a new purchase order created under the vendor number for the new address.

After a purchase order is routed, the Tractor Supply Company Transportation Planner will assign a designated carrier. Tractor Supply Company has 3 business days from the pickup start date to designate a carrier. A list of the Tractor Supply Company contracted carriers can be found in the [Vendor Document Library](#).

The vendor is responsible for:

- Making sure the purchase order ships with the correct carrier.
 - Visit the Manhattan Transportation Shipper Portal Training Link to learn how to look up the accepted carrier name.
- Providing a BOL. Detailed requirements are listed in subsection: D. Bill of Lading Instructions.
- Loading multi-stop loads from nose to tail based on delivery order. The Transportation Planner will communicate the stop order if this is applicable.
- Using only the number of pallet spaces that were indicated upon routing
- Making sure all purchase orders are loaded when multiple purchase orders are combined on one shipment
- Providing any necessary pickup numbers to the carrier
- Sealing the trailer prior to departure. This is not required for LTL shipments.

Failure to follow these requirements could result in vendor compliance chargebacks.

Carriers are allowed 3 business days to pick up loads starting from the tendered shipment pickup start date. Truckload carriers are required to schedule appointments with the vendor if the vendor requires it. LTL carriers do not schedule pickup appointments and will attempt pickup sometime within the allotted 3 business days. It is recommended that the vendor work with the LTL carrier's local service center if there is a concern with this carrier practice.

Transportation Planners will reach out to vendors via email to confirm the validity of any accessorial charges applied to a shipment. Vendors have 48 hours to confirm or deny these charges with documentation to dispute, or they will be auto-approved. Valid charges will be charged back to the vendor. Accessorial charges can include but are not limited to:

- **Detention:**
 - Required Appointment –
 - Live load must be completed within a 2-hour window that starts from the scheduled appointment time. Any additional loading time after the allotted 2 hours is applicable to detention charges.
- **First Come, First Serve (FCFS) –**
 - Live load must be completed within a 2-hour window that starts from the time the driver arrives on the vendor property. Any additional loading time after the allotted 2 hours is applicable to detention charges.
- **Truck Ordered Not Used (TONU) –**
 - This is applicable if the load is not ready for the scheduled appointment, but the driver is already in-route or has arrived.

If you have any transportation questions, contact the Transportation Planner on this map [Vendor Document Library](#). Transportation Planner regions are based on the state from which the vendor ships.

C. Transportation Management System

Tractor Supply Company's TMS is a web-based Transportation Management System. Tractor Supply Company plans, executes, tracks and settles shipments through this system. The web address for Tractor Supply Company's TMS is <https://transportation.tractorsupply.com>.

D. C-TPAT Guidelines for Prepaid Vendors

- Drivers delivering or receiving cargo must be positively identified before cargo is received or released. Drivers must present government-issued photo identification to the facility employee granting access to verify their identity. If presenting a government-issued photo identification is not feasible, the facility employee may accept a recognizable form of photo identification issues by the highway carrier company that employs the driver picking up the load.
- A cargo pickup log must be kept to register drivers and record the details of their conveyances when picking up cargo. When drivers arrive to pick up cargo at a facility, a facility employee must register them in the cargo pickup log. Upon departure, drivers must be logged out.
- The cargo log must be kept secured, and drivers must not be allowed access to it.
 - A visitor log may double as a cargo log as long as the extra information is recorded on it.
- The cargo pickup log should have the following items recorded:
 - Driver's name
 - Date and time of arrival
 - Employer
 - Truck number
 - Trailer number
 - Time of departure
 - The seal number affixed to the shipment at the time of departure

E. Parcel Shipments

Collect vendors must receive written authorization from TSC Transportation to utilize FedEx as a service provider for parcel shipments. For those vendors who are authorized, please view the training documentation located within the vendor portal in the [Vendor Document Library](#).

F. UPS Consignee Billing – FOB Origin Vendor

1. Standard Guidelines for Consignee Billing for UPS Small Package Shipments (Parcel)

When Tractor Supply Company is responsible for paying the freight charges, Tractor Supply Company requires all Vendors shipping UPS small package (parcel) to use UPS's "Consignee Billing Program". This is for shipments less than 150 lbs, fits in a standard UPS corrugated box that does not exceed standard weights and dimensions. Never add any UPS charges to your invoices. Consignee Billing does not require the use of Tractor Supply Company's account number and will not be given to any Vendor. Other UPS shipment(s) not shipped to a Tractor Supply Company facility- call the Tractor Supply Company Transportation Department for instructions.

Dropship/Direct-to-Consumer Orders: Consignee Billing is a contractual service between two UPS account holders. Note that dropship orders do not utilize Consignee Billing, you will instead utilize third-party billing. Please reach to DropshipMC@tractorsupply.com for guidance on how to get set up.

If either party is not an account holder, they will need to establish a Daily Pickup or Occasional Ground account prior to using the UPS Consignee Billing program. Services charges for accounts are supplied upon request by the UPS Consignee Billing department. The consignee is required to send the shipper a routing letter, which indicates they are a contracted location and gives authorization to the shipper to use this service. The routing letter may be in the form of a purchase order, fax, or email. Upon receipt of this information, the shipper must contact UPS Consignee Billing at 1-800-354-7527 to get set up for this program.

After the shipper's account number has been contracted, the shipper must determine what method of package recording they will use. If the shipper is currently set up, or interested in being set up, with UPS Online Shipping Software, detailed instructions will be provided on how to record the package as Consignee Billing.

For immediate shipping needs, instructions can be supplied for shipping via the Internet if this is available to the shipper. All pickup requests must be scheduled one business day in advance.

Consignee Billing does not require the use of the consignee's UPS account number. The charges are billed to the contracted address of the customer. For this reason, it is important that the shipper verify the destination address with the Consignee Billing department.

The address label must match the UPS Billing system exactly (i.e. punctuation, spaces, abbreviations), including the Company Name line. However, the Attention Line does not have to be exact. If the address label does not match the billing system, a charge back will result from UPS to the shipper for the entire freight charges plus an additional \$10 fee per package.

2. How to Setup and Ship UPS Consignee Billing

(a) Using Worldship

- Choose Tools from the menu bar at the top of the screen, and then select Address Book Editor;
- Click on the pull down arrow next to Company or Name;
- Choose the appropriate customer from your database or type in a new customer;
- Click on the Consignee Billed option at the bottom of this screen;
- Select Modify Address, or Add New Address, then Close;
- Record and label the Consignee Billing package as any other package.

If you have any technical problems while processing this, contact UPS Technical Support at 1-888-553-1118.

If you have any questions about these instructions, contact UPS Consignee Billing at 1-800-354-7527.

(b) Using UPS.com

- Go to www.ups.com and log in with your User ID and password. If you are new to our site, click on Register at the top right of the screen. If you are already registered, skip to Step 7;
- Once you have logged in, click on My UPS at the top right corner of your screen;
- The screen that appears is separated into four groups. The first one on the left side is Manage My UPS. Inside this box is Account Summary – click on Account Summary;
- On this new screen titled Account Summary, you will see a blue link; add a UPS Account, click on Add a UPS Account;
- Enter your account information in the provided spaces and click on Add;
- If you entered your information correctly, your next screen should read, Account Added;
- Now at the top right of your screen you will see the Address Book button, click on Address Book;
- When this page loads, click on Add Address;
- Enter the “ship to” address exactly as our UPS Consignee Billing department provided it to you. Keep in mind, the company name and body of the address must be exactly as it appears in the UPS database. If the address is not entered exactly, it may result in your account being charged for the shipping as well as a \$10 unauthorized Consignee Billing charge back;

- At the bottom of this page, click on the box indicating Consignee Billable, then click on Save;
- You are now at the beginning screen of your Address Book;
- Now click on the Shipping Tab at the top left corner of your screen. Choose the Create a Shipment link that appears in the tab;
- On this page choose the address you just added from the drop down menu that says Select One;
- You will see a message appear across the top of this screen, “Your payment method has been set to UPS Consignee Billing”. This means everything you’ve done so far is correct;
- Fill out this entire page with your package information;
- Click on Ship Now and follow the prompts from there.

If you have any technical problems while processing this, contact UPS Technical Support at 1-877-289-6418.

If you have any questions about these instructions, contact UPS Consignee Billing at 1-800-354-7527.

3. UPS Package Requirements

Each package must meet UPS weight and size restrictions as follows:

- Maximum weight of 150 pounds per package;
- Maximum combined length and girth of 130 inches;
- Maximum length of 108 inches - Note: any package exceeding 60 inches but not exceeding 108 inches in length will incur a special handling charge that will be the Vendors responsibility.
- Items must be consolidated and packaged in as few cartons as possible; POs with delivery dates within 5 business days may be held or shipped early to allow for better carton consolidation

Product that is not suitable for transportation via UPS includes:

- Fragile products;
- Any package that normally ships on a pallet;
- Any article, pail, or container not fully encased in an appropriate shipping container;
- Any other service than “Ground Commercial”.

4. UPS Labeling Requirements

All labels must comply with the labeling requirements of Tractor Supply Company.

All Purchase Orders must be entered in the system in reference field 1. The Purchase Order number must appear in reference field 1 without a prefix, just the 10 digit numerical Purchase Order number. Labels without the Purchase Order number in reference field 1 will be subject to Vendor chargeback.

EXAMPLE: 1008574525

Additionally, all cartons need to be sequentially numbered, i.e. “1 of 2”, “2 of 2”, etc.

5. UPS Billing Terms

When you ship a UPS Ground package, where terms are FOB Origin, using UPS automation (World Ship), you will see four payment options:

- Prepaid – sender pays shipping charges.
- Freight Collect – recipient pays shipping charges.
- Third Party Billing – a third party pays shipping charges.
- Consignee Billing – Tractor Supply Company pays shipping charges. **USE THIS OPTION ONLY!**

Tractor Supply Company is set up for Consignee Billing only for FOB Origin orders. Any other option selected will result in you (not Tractor Supply Company) receiving a bill from UPS.

Tractor Supply Company will not reimburse the Vendor when an incorrect billing option is used.

6. Air Freight Approval

Tractor Supply Company requires all FOB Origin small package / parcel deliveries to ship UPS Ground Commercial. Any Vendor who ships their products via an air carrier, be it UPS Next Day Air, Next Day Air Saver, 2-Day Air, or 3-Day Select will be responsible for all associated freight charges. Buyers and retail Store Managers are not authorized to approve air shipments under any circumstances and Vendors who ship their products via an air carrier on instructions from a Buyer or retail Store Manager will still be responsible for all air freight charges.

G. FedEx Shipping Approval Requirement

Collect vendors must receive written authorization from TSC Transportation to utilize FedEx as a service provider for parcel shipments. For those vendors who are authorized, please view the training documentation located within the vendor portal in the [Vendor Document Library](#).

H. Vendor Arranged Delivery Information

All Prepaid FOB Destination shipments, including Special Orders, are accepted at our receiving docks by appointment only. If your truck or a common carrier is making a delivery, advise your driver or carrier that they must request a DC delivery appointment at least 48 hours before the expected delivery time. Unscheduled deliveries will not be accepted. Tractor Supply Company will not be responsible for re-delivery or detention charges that may result. Tractor Supply Company reserves the right to send back unscheduled or late arrival trucks at the Vendor's expense. Delivery appointments can be made by emailing the DCs at the email address identified in the [Vendor Document Library](#).

When calling for an appointment, have the following information available:

- Vendor name;
- Purchase order number(s);
- Number of cartons or pallets;
- Freight carrier and PRO #.

Tractor Supply Company stores accept deliveries Monday through Friday, between the hours of 8:00 am and 5:00 pm. All deliveries to a Tractor Supply Company store require a 24-hour advance notice. Vendor must speak with a Tractor Supply Company store manager, assistant manager or receiver to schedule delivery. A Tractor Supply Company store and DC listing is included in the Compliance Web Portal – Document Library section of this manual. Shipments arriving late for their appointment times or without proper notification will be subject to refusal and chargebacks.

I. Bill of Lading Instructions

It is the Vendor's responsibility to provide a proper bill of lading with every shipment. Shipments must be described in accordance with the item of the governing National Motor Freight Classification (NMFC) for accurate freight rating. It is the Vendor's responsibility to provide the correct NMFC number (including sub item number if applicable), NMFC description and freight classification for the items that are being shipped.

Bill of Lading Required Fields:

- Pickup date of the shipment;
- Distribution Center number or store number;
- Purchase Order Number;
- Complete shipping address
- Complete delivery address;
- For FOB Origin freight, within the body of the Bill of Lading, note freight bill must be sent to the Tractor Supply Company Store Support Center ATTN: Freight Payables – 5401 VIRGINIA WAY BRENTWOOD, TN 37027 USA
- NMFC freight class for each commodity being shipped;
- Count of pallets to be shipped on the trailer;
- Number of cases and description of each line item;
- Total weight for each line item described;
- If the commodity you are shipping is considered Hazardous Materials, mark an “X” under the HM section of the Bill of Lading. Any shipment containing hazardous materials must be prepared according to the requirements set forth in the Code of Federal Regulations Title 49, or then current regulations for transportation;
- All shipments shipped on the same day and consigned to the same destination must be combined onto one Master Bill of Lading. If multiple Purchase Orders are on one shipment, the Bill of Lading must show each Purchase Order Number and the pallet/box count per Purchase Order. Failure to comply will result in Vendor chargeback;
- If routed via LTL carrier, the selected LTL carrier will assign the carrier Pro Number at the time of pick-up. The applicable carrier Pro Number should also appear in the body of the Bill of Lading;
- An authorized shipper representative must sign the bill of lading and write the corresponding trailer number;
- The driver's signature with number of pallets or non-palletized cartons;
- Seal number for truckload shipments after loading is complete;
- “Shipper Load & Count” or “Said to Contain” terms – this will indicate the merchandise was counted, palletized and wrapped by the Vendor prior to loading on the trailer and the carrier did not verify the individual pallet carton counts at the time of pick up;
- Shipper cannot automatically indicate “Driver Count” or a similar notation on the bill of lading, requiring the driver to count the freight;
- All Vendor shipments received are subject to count and inspection;
- Retain a copy of the Bill of Lading for your files after the driver signs.

XI. International Shipping

1. Pest Control Policy

The US Department of Agriculture's (USDA) Animal and Plant Health Inspection Service (APHIS) regulations require that all regulated wood packing material be appropriately treated and marked under an official program developed and overseen by the National Plant Protection Organization (NPPO) in the country of export. The regulations require that wood packing material used in international trade must be treated in one of the approved methods.

Approved fumigation methods are:

Heat treatment to a minimum core temperature of 56 degrees Celsius for a minimum of 30 minutes

OR

Fumigation with methyl bromide

It is the Vendor's responsibility to make sure all Pest Control Guidelines are met as defined by US Customs and Federal Guidelines, including those identified above.

Each commercial invoice must either state, "This shipment does not contain any form of wood packing material" or have a Certificate of Fumigation. Shipments made of imported products as described above without the proper documentation will be refused and payment will not be released.

A copy of the Certificate of Fumigation must also be forwarded to Tractor Supply Company's US Custom's Broker with proper shipping documents.

2. Shipping Approvals

Vendors in the Direct Import Program must renew their Vendor Agreement each year. Shipment approvals (SAMs) will not be given until this requirement is met.

Tractor Supply Company will determine the most appropriate means to transport the products it purchases. The shipment of merchandise may include, but is not limited to, the use of a consolidator, shipping direct with a steamship carrier, combination of consolidator and direct with the steamship line, and/or routing containers to various locations.

3. Freight Forwarder

Tractor Supply Company has chosen Expeditors International of Washington, Inc. as its freight forwarder and consolidator. All bookings for Tractor Supply Company must be made through Expeditors' order management booking tool (OMB).

For a listing of current Expeditor contacts see Expeditors Contact Information on www.cleartrack.com under Admin > Customer Documents in the "Miscellaneous" document type.

a. Order Management Booking Tool (OMB)

Import POs should be booked through Expeditors' OMB at least 21 days before the ship not after date. POs are available to book in OMB 45 days before the ship not after date.

Please reach out to the local Expeditors office for an OMB username/password creation and user training. It is the vendor's responsibility to ensure the shipper profile in OMB is kept up to date for OMB notifications.

Vendors are responsible to actively monitor OMB bookings until the shipment delivers to the port or a CFS location. Expeditors and Tractor Supply will review submitted bookings and either approved, rejected, or send back to the vendor for further action. If a booking creates an exception, then additional

instructions for shipping will be communicated to the vendor via an auto generated email and the booking tool.

4. Customs Broker

Tractor Supply Company's customs brokerage is handled in house by TSC's Customs Brokerage team.

**TSC is in the process of transitioning customs filing in house from our customs broker. Please include Expeditors International as the notify party until notified by TSC's Customs Brokerage Team.

a. **Bills of Lading:**

Consignee on the Bill of Lading should always be: (exception for vendors on LC only)

Tractor Supply Co. of Texas, L.P.
5401 Virginia Way
Brentwood, TN 37027 USA

Notify Party:

Tractor Supply Co. of Texas, L.P.
5401 Virginia Way
Brentwood, TN 37027 USA
PH: 615-366-4600
CustomsBrokerage@TractorSupply.com

****Also Notify:**

Expeditors Nashville
237 Ellery Ct.
Nashville, TN 37069
Phone: 615-232-0662

bnatcscbrokerage@expeditors.com

**Please include Expeditors International as the notify party until notified by TSC's Customs Brokerage Team.

5. Shipment Documents

Vendor is responsible for providing necessary paperwork to Expeditors at least 1 day prior to CY closing. Expeditors will provide this date at time of booking.

Expeditors will coordinate the collection of documents at origin and forward them on to Expeditors International U.S. and Tractor Supply Company.

Required paperwork in order for merchandise to ship:

- Commercial invoice
- Packing list
- Beneficiary Certificate
- Certificate of Fumigation (if applicable)
- Trademark License Agreement
- Interim Footwear Invoice
- GSP Criteria Worksheet (if applicable)
- Trademark or Copyright Release Letter (if applicable)

Documents must be submitted to Expeditors International 1 day before the CY closing in order for the cargo to load the vessel and depart.

6. FCR

Tractor Supply Company requires a Commercial Invoice and Packing List per Purchase Order. The Freight Forwarder will bundle Purchase Orders to the same destination onto a single FCR in order to reduce bank fees for those import vendors shipping under standard Open Account (OA) or Pre-Approved Letter of Credit (L/C) terms.

7. Commercial Invoice and Packing List

Tractor Supply Company requires a Commercial Invoice and Packing List per Purchase Order. Consolidated invoice showing Sub-Totals for each PO and a Grand Total should be presented in addition to the individual invoices for each PO.

The Vendor is fully responsible for any charges incurred because of non-compliance to these requirements (i.e. storage, penalties, additional drays, etc.)

- Pendleton, IN
 - All commercial invoices and packing list for Pendleton shipments only must be by container. Shipments destined for Pendleton, IN will clear by container instead of by bill of lading or PO due to routing through Canada. Please submit documents split out by container or your documents will be returned for revision. Vendor will be responsible for any delays.

No documents = No Shipping.

8. Tractor Supply as (IOR) Importer of Record

Vendor must use the appropriate Tractor Supply Company Registered Identification Number (RN) for products where TSC is the Importer of Record. Tractor Supply Company products covered by the Textile, Wool, and Fur Acts and with terms of sale FOB foreign port must use the TSC RN number 129746. This applies to the following product lines:

- SHIRTS
- JEANS
- SHORTS
- PILLOWS
- BLANKETS,
- PLUSH ANIMALS
- HATS

For additional information regarding RN numbers please see <https://www.ftc.gov/tips-advice/business-center/selected-industries/registered-identification-number-frequently-asked>

9. Pre Shipment Planning

a. PO Change Requests

Ship window and quantity change requests should be sent to importpochanges@TractorSupply.com within 5 business days of the PO create date.

PO Change requests include:

- Increasing or reducing quantities to:
 - Build full container quantities direct to DC
 - Splitting ITC destined orders written for greater than 1 container into multiple POs
 - Splitting POs written for 7 or more containers into multiple POs
- Changing the ship window or the order in dc date
- Adjusting order frequency

b. Move Types and Move Type Change Requests

POs will be issued with either a CY or CFS move type using TSC’s system optimization.

- CY – Direct from the vendor’s factory to DC Door or Import Transload Center
- CFS – Vendor delivers freight to Expeditor’s CFS facility and EI will build container loads with other TSC CFS POs.
 - An additional 10 days of transit time is added on CFS POs to account for consolidation dwell time.

Changing the move type on a PO will move the ship window due to a change in transit time.

Please see below example:

- PO 1234567890 – issued ship window: 5/11-5/18 – issued move type: CY – total volume: 45 CBMs; 9000 KGS
- PO 1234567890 is too small to ship CY and needs to ship to the CFS. The move type change from CY to CFS is going to change the ship window to 5/1-5/8.

Please submit move type change requests when submitting load plans.

c. Load Plans

Load plans should be submitted to below contacts using the load plan template for approval prior to submitting bookings in OMB:

- Local Expeditors International Office – Please refer to EI contact list in Cleartrack
- Cheryl Vaccaro: cvaccaro@TractorSupply.com
- Kelly Yeung: kyeung@TractorSupply.com

Bookings in OMB should be created using the approved load plan.

Load plan Template:

PO No.	Total Volume (CBM)	Total Weight (KGS)	SDI Event	Ship Not Before	Ship Not After	DC Name	In DC Date	FOB Point	Move Type	Shipping Instructions		
										CY	Overflow Cube/Weight	Overflow Instructions

d. Building Load Plans

Please use below guidance for building load plans:

- 1) Build Direct to DC Loads
 - a. POs issued for greater than 53 CBM or 17,000 KGS should ship direct to the destination DC.
 - b. Group same DC POs with an order in dc date within 7 days to ship together direct to the destination DC.
 - c. Please refer to the container guidelines section for volume minimums and maximums by container type.
- 2) Build Mixed DC Loads
 - a. Mixed DC loads must be greater than or equal to 53 CBMs or 17,000 KGS in order to ship to a transload center
 - b. Consolidate POs under 52 CBMs/16,999 KGS with an order in dc date within 7 days, and the same designated transload center to ship to the West or East Transload Centers.
 - c. Please refer to the below reference table to determine a DC’s designated transload center.

Facility ID	DC Name	Transload Center
770	Import Center Los Angeles	West Coast
856	Dart Corona	West Coast
111	Casa Grande	West Coast
114	Pendleton	West Coast
398	Waco	West Coast
399	Waverly	West Coast
852	East Coast ITC	East Coast
120	Macon	East Coast
498	Hagerstown	East Coast
499	Franklin	East Coast
771	Frankfort	East Coast

- 3) POs or PO overflow unable to build either direct to DC or in a mixed DC load must ship to the CFS.
- a. POs or PO overflow less than or equal to 52 CBMs or 16,999 KGS and unable to build a mixed DC load must ship to the CFS or a light load penalty is applicable.

Sample Load Plan:

PO No.	Total Volume (CBM)	Total Weight (KGS)	SDI Event	Ship Not Before	Ship Not After	DC Name	In DC Date	FOB Point	Move Type	Instructions		
										CY	Overflow Cube or Weight	Overflow Instructions
PO#1	154.00	18303		07/14	07/21	WACO, TX	08/20	YAN	CY	2x40'HC to WACO, TX	30.00	Ship to the CFS
PO#2	62.00	6880		07/04	07/11	CASA GRANDE, AZ	08/19	YAN	CFS	To change move type to CY to make 1x40'HC.		
PO#3	8.08	1404		07/14	07/21	FRANKLIN	09/11	YAN	CFS	Ship to the CFS		
PO#4	2.07	981		07/14	07/21	HAGERSTOWN	09/11	YAN	CFS	Ship to the CFS		
PO#5	30.56	2468		07/14	07/21	FRANKFORT	09/07	YAN	CFS	Ship to the CFS		
PO#6	124.00	10678		07/14	07/21	MACON, GA	08/28	YAN	CY	2x40'HC to MACON, GA		

10. Container Loading

a. Minimum/Maximum Volumes

TSC prefers to ship in 40/40 HC containers and will only make exceptions to ship 20s or 45s from origins where CFS is unavailable (CY ONLY PORTS).

CY Only Ports:

- Busan
- Chittagong
- Dalian
- Laem Chabang
- Mundra
- Sihanhoukville
- Taichung

- Tianjin
- Yangon

b. Container Volume Minimums/Maximums

Containers must meet the minimum CBM or weight to ship CY:

Cntr Size	CBM		Weight (KGS)	
	Min.	Max.	Min.	Max.
20	25	29	15,000	16,700
40	53	60	17,000	19,900
40HC	57	70	17,000	19,900
45	67	78	17,000	19,900

c. PO Loading Requirements

- Direct to DC and Mixed DC containers must be loaded by item and PO.
- One Item must be loaded complete before the next item on the same PO is loaded. The PO must be loaded complete before the next PO is loaded.
- Each item/PO loaded must have a carton placed at the tail of the container for Customs inspection.
- A packing list per PO must be included on the tail-loaded carton for each PO in the container

d. Shipping Unit Weight Limitation

If the carton (or bundle) weighs more than 75 lbs, product must be palletized or loaded on a slip sheet.

Loading method must be approved by our Packaging and Rounding team. Please submit request via email at: LogisticsPackagingandRounding@tractorsupply.com.

e. Equal Distribution for Loading

When loading a container, the cargo should be under the specified weight restriction and evenly dispersed throughout the container.

Weight must be distributed on the container in compliance with Department of Transportation regulations for over the road transportation in the United States.

f. Failure to comply with the above mentioned container loading rules in section 10 may result in compliance chargebacks.

11. Shipment Bookings

a. CFS Bookings and Shipment Guidelines

Tractor Supply utilizes Expeditors' Container Freight Stations (CFS) from the below origins:

- Haiphong
- Ho Chi Minh
- Kaohsiung
- Ningbo
- Qingdao
- Shanghai
- Xiamen
- Yantian

TSC will only ship 40'/40' HCs from origins with CFS locations. POs or PO overflow less than or equal to 52 CBMs or 16,999 KGS and unable to build a mixed DC load must ship to the CFS or a light load penalty is applicable.

i. Submitting CFS bookings in OMB

- Only one PO should be submitted per CFS booking. The final destination on the CFS booking must be the DC destination of the PO.
- The booked volume on a CFS booking must be less than or equal to 52 CBMs and 16,999 KGS.

ii. Delivering to the CFS

- Vendors are responsible for transportation to the CFS.
- CFS POs must deliver to the CFS within the ship window on the PO.
 - Please reach out to the local Expeditors office to schedule CFS deliveries.
- A packing list must be provided to the CFS at the time of delivery.
- POs delivering to the CFS must be segregated by PO and SKU.
 - CFS loads not segregated by PO and SKU are subject to a CFS sorting fee from Expeditors.
- CFS origin fees may be found in Cleartrack → Customer Documents → Miscellaneous → Origin Fees.

b. CY Bookings and Shipment Guidelines

i. Submitting CY Bookings in OMB

Direct to DC bookings

- Bookings shipping direct to DC must be submitted with the DC as the final destination.
- The volume on the booking at minimum must be greater than or equal to 53 CBMs or 17,000 KGS.
- The full quantity of a PO must be booked in OMB prior to booking(s) being approved.
 - Mixed DC Loads
- The final destination on mixed DC bookings must be submitted as the designated transload center.
- Only DCs with the same designated transload center can ship together.
 - Exception will only be made for CY only ports.
- The volume on a CY booking must be greater than or equal to 53 CBMs or 17,000 KGS.

c. Overflowing to the CFS

- CFS Overflow is a portion of a PO unable to fit in a container.
Example:
 - PO1234567890 is written for 80 CBMS / 15,000 KGS. PO1234567890 is able to ship a 1x40 HC direct and 16 CBMs is CFS Overflow.
- POs with CFS overflow can ship in a mixed DC container or to the local CFS.
- POs can split across multiple bookings in OMB, but SKUs must ship in full on one OMB booking.

Load plan example of POs with overflow:

- POs 1028639669 / 1028640161 is a mixed DC Load shipping to the East Coast Transload Center.
 - About 17 CBMs of PO 1028639669 will overflow to the CFS because the full quantity will not fit on the container.
- PO 1028643327 for 88 CBM will ship in a 1x40 HC direct to the final destination DC. 23 CBMS of PO 1028643327 will consolidate with PO 1028640191 to ship a mixed DC load to the East Coast Transload Center.

PO No.	Total Case Volume (CBM)	Total Case Weight (KGS)	Move Type	Ship Not After	In DC Date	FOB Point	DC Name	SDI Event	Instructions		
									CY	Overflow Cube or Weight	Overflow Instructions
1028639669	39.782	8934.736	CY	9/22/2021	11/2/2021	NINGBO	HAGERSTOWN		1*40HQ to SAV	17.8	SHIP CFS, SNA 9/12
1028640161	43.018	10196.358	CY	9/26/2021	11/2/2021	NINGBO	MACON, GA				
1028640191	38.498	8707.108	CY	9/28/2021	11/2/2021	NINGBO	FRANKFORT			38.498	1*40HQ to SAV
1028643327	88.069	19368.457	CY	9/23/2021	11/2/2021	NINGBO	FRANKLIN, KY		1*40HQ to franklin	23.069	

d. Distribution Centers and Shipping Information

- DC numbers and shipping addresses can be found in the [Vendor Document Library](#).
- Please contact local Expeditors office if further guidance is needed for bookings.

e. Shipment Quantity for the Purchase Order

- POs must ship in full.
 - The full PO quantity must be booked in OMB prior to booking(s) approval.
- No partial or short shipments allowed.
- Tractor Supply Company will not pay for overages.

12. Sailing information

Expeditors begins booking sailings with TSC’s nominated ocean carriers 24 hours after the booking is submitted in OMB. Expeditors will send the shipment/sailing order (SO) once the carrier confirms the booked sailings. It is the responsibility of the vendor to understand the vessel/CY and document cutoff requirements to ensure sailings are met.

Please contact the local Expeditors office for an update on sailing information.

a. CY Cutoffs and Sail Dates

i. Shipping/Stuffing Instructions

Shipping/stuffing instructions (SI) must be submitted to Expeditors at least 1 day prior to vessel/CY cutoff. The SI has to be submitted in order for the loaded container to in gate at port.

ii. Container Pick Up & In Gate

It is the responsibility of the vendor to pick up the empty container(s) and deliver the loaded container(s) prior to the vessel/CY cutoff. Vessel/CY cutoffs can be found in the OMB booking. Please note, vessel/CY cutoffs may differ by steamship line and terminal.

Missed sailings due to vendor failure to meet cutoffs will be subject to late penalties. Late penalties are not applicable for ocean carrier related issues including space constraints, equipment shortages, etc.

Please reach out to the local Expeditors office for further questions and information related to vessel/CY cutoffs.

13. Late Penalties

a. Late Booking Submission

Late booking penalties will occur when the OMB submission date is less than 21 days prior to the ship not after date on the PO.

Example:

PO Ship Window: 5/10/2021 – 5/17/2021

Booking submitted in OMB on 5/1/2021

The booking should have been submitted by 4/26/2021 to be in compliance.

b. Late Cargo Ready Date

Late cargo ready date penalty will occur when the cargo ready date for a CY or CFS booking is after the ship not after date on the PO. CY POs must be ready to ship within the ship window on the PO. CFS POs must deliver to the CFS by the ship not after date.

CY Example:

PO Ship Window: 5/10/2021 – 5/17/2021

Cargo Ready date is 5/21/2021

The cargo is ready after the ship window and will ship after the ship not after date.

CFS Example:

PO Ship Window: 5/10/2021 – 5/17/2021

Cargo delivers to the CFS on 5/21/2021

The cargo was delivered to the CFS after the ship window.

c. Missed Vessel/CY Cutoff

Missed Vessel/CY Cutoff penalty will occur when the vessel/cy cutoff is missed due to a vendor related delay including late stuffing/shipping instruction (SI) submission, late or no delivery to port prior to vessel/CY cutoff.

Example:

CY/Vessel Cutoff: 5/10/21

Vendor submits (SI) to Expeditors on 5/12/21 after the vessel cutoff. SI must be submitted in order for the container to in gate at port.

d. Light Load Penalties

Light load penalties will occur when a PO or PO overflow less than or equal to 52 CBMs or 16,999 KGS ships CY instead of to the CFS. Tractor Supply will advise the total charge for the light load penalty in OMB. Vendor will either accept the light load penalty in OMB or update the booking to ship to the CFS.

Light load penalties are only applicable at origins with CFS capabilities.

Example:

PO 1234567890 is written for 30 CBMs / 14,000 KGS to ship from Yantian

Vendor requests to ship a light 40' container CY instead of to the local CFS

e. Expedite Late Shipment Penalty

Tractor Supply Company reserves the right to expedite any vendor caused delay import purchase order to assure the shipment arrives on the agreed upon date.

The expedite charge is a fixed fee of \$5,000 per container and \$1,000 per CFS PO booking for any import POs needing to be expedited.

14. Regulatory Requirements

a. Compliance Required

Tractor Supply Company is committed to meeting the rules and regulations of U.S. Customs and Border Protection and other governmental agencies, including without limitation the Environmental Protection Agency, Food and Drug Administration, the Office of Foreign Assets Control (OFAC), and Federal Communications Commission (collectively “Regulations”) for all Import activity. In the event that products sold to Tractor Supply Company are in violation of any Regulations, the Vendor shall be responsible for any and all penalties levied against Tractor Supply Company and all costs associated with corrective actions.

b. Quantities

Vendor shall not ship merchandise that is not manifested or listed on the commercial invoice. All merchandise shipped must be listed on the commercial invoice with the sales price, regardless of whether the merchandise is being shipped free of charge or to compensate for a shortage on a prior shipment.

c. Free of Charge Goods

If the Seller includes free items (no-charge) such as extra parts, promotional items, or other articles not included in the cost of the merchandise, the free item must be listed as a separate line item on the commercial invoice. The commercial value (what the company would have paid an identical item) must appear on the invoice. It is acceptable to put “Free of Charge” on the invoice for identification purposes, but the price that would be paid for the identical item must be listed. The Seller is responsible for providing documentation to support the value assigned to the free of charge items if requested by Tractor Supply Company

d. Customs Trade Partnership Against Terrorism (C-TPAT)

C-TPAT is a voluntary joint government-business initiative to build cooperative relationships that strengthen the overall supply chain and border security. Every person and business involved in logistics, distribution, or supply chain management, will be impacted by ongoing efforts to create a more secure global trading system. As a C-TPAT participant, Tractor Supply Company requires its foreign factories to establish written and verifiable procedures corresponding to the C-TPAT security requirements. Each supplier will be subject to random inspections to ensure that procedures are in place. Any non-compliance discovered will require a corrective action plan implemented by the factory. The C-TPAT Security Requirements are summarized in the Compliance Web Portal – Document Library. NOTE: As with all regulations, the C-TPAT security requirements are subject to change, the summary is being provided for information only and Vendor is still required to comply with current regulations.

In order to maintain compliance with C-TPAT standards, all Vendors must complete the C-TPAT Vendor Questionnaire. The questionnaire should be completed in ClearTrack. Please locate the file SOP for CTPAT in the document library of the compliance web portal:

<https://tsco.traversesystems.com/#/login>

Follow the SOP instructions to complete the questionnaire

If the current factory name and address on your quote sheet for your product does not match what you have provided to Tractor Supply Company via the questionnaire, then you must submit a revised quote sheet to ensure that the correct factory name and address is on file.

As a Tractor Supply Company Vendor, you are required to certify in writing that your company adheres to these minimum-security guidelines. Each supplier will be subject to random inspections. If you do not currently participate in an approved industry security program, review the foreign manufacturer requirements located at:

<http://www.cbp.gov/border-security/ports-entry/cargo-security/ctpat/security-guidelines/foreign-manufacturers>

As we are a C-TPAT validated partner and have an established audit and inspection program, it is essential that you communicate any changes in the factory name and address to the Tractor Supply imports Department via its email address imports@tractorsupply.com.

e. Preparation of Documents

Each Purchase Order must have a separate Commercial Invoice and Packing List. In order to reduce bank fees for those import vendors that ship under standard Open Account (OA) or Pre-approved Letter

of Credit (L/C) terms, a Consolidated invoice that shows Sub-Totals for each PO and a Grand Total should also be presented in addition to the individual invoices for each PO.

To minimize the problems and discrepancies on documents, TSC requires the use of a standard template Commercial Invoice and Packing List.

The U.S. Customs Regulations requires invoices for all imported merchandise must include the following information:

- Shipper Name & Address
- Consignee Name & Address
- Detailed description of merchandise, including marks & numbers
- Quantities in the weights & measures of the country from which it was shipped
- Purchase price & currency of the transaction
- Any/all charges not included in the invoiced price
- Country of Origin
- Name of Responsible Individual who is familiar with the invoiced merchandise
- Invoice must be in English

You may email the Commercial Invoice and Packing List to the Freight Forwarder's origin office. For a listing of current Expeditors contacts see Expeditors Contact Information on www.cleartrack.com under Admin > Customer Documents in the "Miscellaneous" document type. The vendor can also upload the commercial invoice, packing list and any other necessary documents under the Booking Request section of the booking tool.

Items that are trademarked or copyrighted require a license agreement or trademark/copyright release letter from the owner of the trademark or copyright. The following information must be included to be presentable to US Customs.

- Vendor listed on the Purchase Order is listed as being authorized to manufacture and sell item to US Importers;
- Item being purchased is one of the products covered by the agreement or release letter;
- Term dates are valid and expiration date does not occur before receipt into the DC;
- Trademark or Copyright release letter must be signed by trademark or copyright owner and cover all of the above;
- Email this information to the Sourcing Department at sourcing@tractorsupply.com

15. Import Payment Terms

Tractor Supply's Standard import terms are Open Account (OA). The OA advice will be issued by one of our banking partners directly to the vendor approximately 45 days prior to the do not ship after date and require an invoice(s), packing list, FCR, and draft along with the vendor's payment instructions. OA terms are subject to change at any time. Careful review of your OA advice and strict compliance with its specified terms will expedite the processing and avoid unnecessary delays in your payments. More detailed information on the below options is available in Cleartrack under CUSTOMER DOCUMENTS.

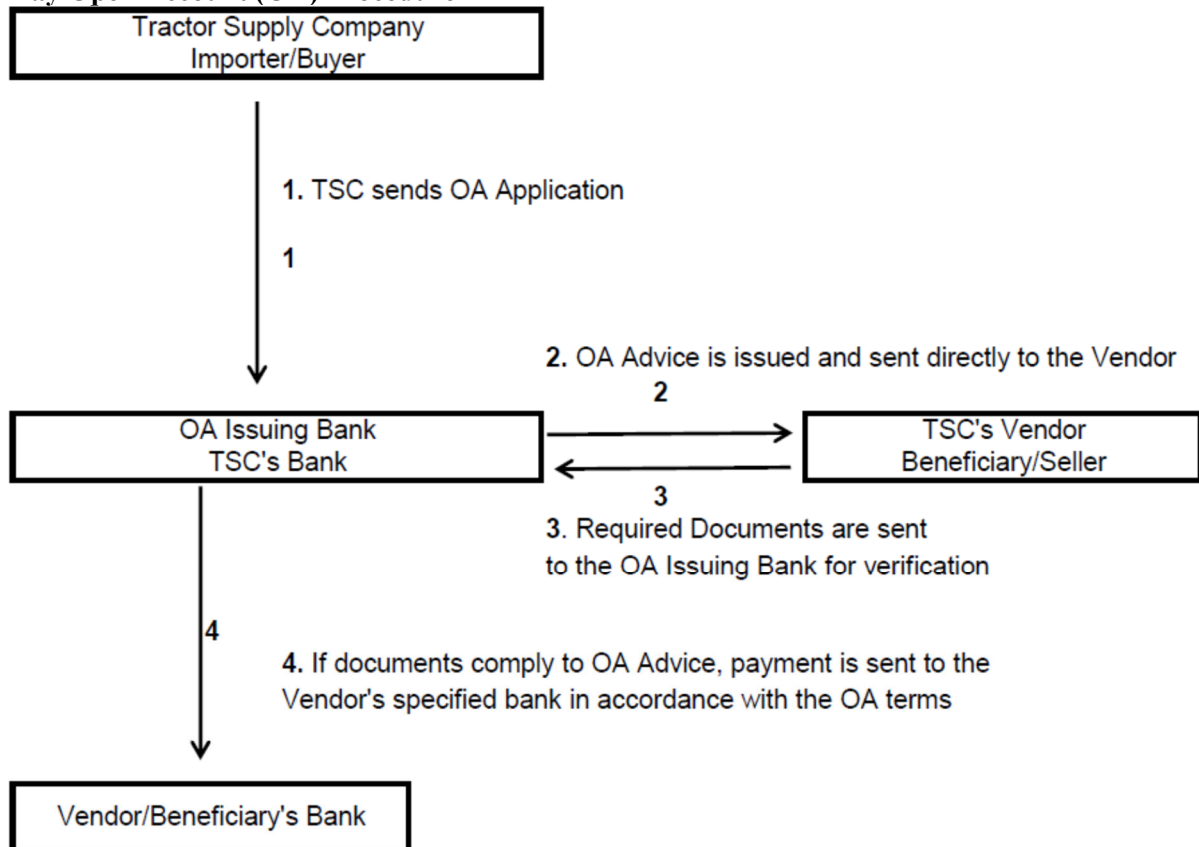
Open Account option offers payment terms of 90 days from the FCR receipt date. TSC will pay for the initial issuance of the OA and the beneficiary is then responsible for the remaining ongoing banking charges. One invoice per PO is required, but to minimize banking charges, a consolidated Invoice can be presented by the vendor in addition to the single invoice required for each PO. The consolidated invoice should be grouped by PO number showing a sub-total for each PO listed in addition to an aggregate invoice total. The consolidated invoice it is the only invoice that will be examined by the banks against the OA terms to determine compliance and fees. Because the OA advice is sent directly to the vendor, an advising bank is not needed, which reduces banking charges.

As previously stated Tractor Supply prefers to work on Open Account terms and will only offer a Letter of Credit (L/C) option when an original bill of lading is legally required by the exporting country's government as is the case for Bangladesh and Pakistan. Please contact the Sourcing Team at sourcing@tractorsupply.com with questions.

Please note that under the terms of OA, TSC can deduct up to a stated percentage of the invoice value to settle any debit balances owed to TSC. Deductions will only be made if there are any debit balances due to TSC.

If any differences exist between the terms stated in this Vendors Requirements Manual and the stated terms in a specific OA advice; then the terms specified in the OA advice shall govern.

a. 90 Day Open Account (OA) Procedure



b. Open Account

Open Account
<p><u>Services</u></p> <ul style="list-style-type: none">• Bank will issue OADI and amendments to TSC's suppliers• Bank will serve as document delivery point (either Hong Kong or Charlotte), conduct document examination (according to TSC requirements) and deliver findings to TSC via bank's web portal, TradeXchange• Bank will provide images of trade documents via TradeXchange• Bank will provide payment to supplier
<p><u>Pricing</u></p> <ul style="list-style-type: none">• *Amendments: \$35• Document Exam: min. \$125 per presentation (up to 10 POs per presentation; \$15 per PO for each PO in excess of 10)• Discrepancy fee: \$50

16. Additional References

Additional information regarding imports, regulations and Tractor Supply Company's contractors may be obtained from the websites identified on the "Additional Import References" list located in the [Compliance Web Portal](#) – Document Library.

XII. Accounts Payable

The purpose of this policy is to define the standards and operations as it relates to vendor invoice management. Guided by these principles, the Accounts Payable Shared Services Team shall process invoices in the most efficient manner possible. We expect all Vendors and Contractors to follow this policy. Any failure to conform to these standards could result in rejection of invoices, which will delay processing and payment. Invoices that cannot be processed for any of the reasons below may be returned to the Vendor for correction and re-billing. Time-sensitive cash discounts may be taken when billing non-compliance by the Vendor causes delays. Vendors with continual invoicing problems may be subject to a processing/handling charge per transaction.

A. Invoice and Billing Requirements

The following conditions must be adhered to when submitting invoices.

1. Invoice Requirements – Invoices **MUST** include the following data elements:

- Basic vendor information (Name and Address)
- Purchase order number
- Ship to location (i.e. Store or Distribution Center number and address)
- Invoice number
- Invoice date
- Gross invoice amount
- SKU/Line item cost, unit(s) and extended values
- Ship to location to include store number and address

2. Invoice Submission

- Option 1 – via Electronic Data Interchange (EDI)
- Option 2 – via Email
 - **NON-EDI** merchandise invoices should be emailed to POInvoices@tractorsupply.com
 - Standards for this submission method are as follows:
 - Invoice must be in either .pdf or .tiff format. No other invoice formats are accepted. Any invoice(s) sent in an unacceptable format will be automatically rejected.
 - **One** invoice per .pdf or .tiff file. Multiple attachments can be included in the email; however, it is 1-for-1, one invoice per attached file.
 - The document **MUST** be an invoice. Tractor Supply Company does not pay based off of Statements, Reminders, Quotes or Purchase Orders.
 - The invoice must be readable. Handwritten invoices will not be accepted.
- Option 3 – via Mail
 - PO Box 7000, Brentwood, TN 37024

3. Electronic Invoicing

EDI acknowledgements will be transmitted electronically. To the extent an EDI invoice fails EDI processing into our systems, a rejected 997 will be sent with information for the failure. Please monitor your 997s. To get setup on EDI or for more information concerning electronic invoicing, contact edicoordinator@TractorSupply.com. Please note that your request will be reviewed and prioritized based on invoice volume and frequency. Until you have received communication from the EDI team regarding setup and testing, please continue to invoice manually using the address noted above.

B. Invoice Processing Policy

Invoices will be reviewed and processed in accordance with the following standards:

- Submit one invoice per purchase order number, do not combine multiple purchase order numbers on an invoice – one purchase order, one invoice

- SKU numbers should be included on the invoice and listed in the same sequence as the purchase order
- Original invoices should be submitted, we do not pay based off of statements
- Invoices should not be future dated, nor should they be more than 365 days old. Any invoice greater than 365 days old will be refused for payment
- Bill only for merchandise shipped - we do not accept back orders or substitutions
 - Purchase Orders should be handled strictly on a **ship or cancel basis**. Any backorder shipped will be received in with penalty or refused at receipt and returned to the Vendor at the Vendor's expense.
- Miscellaneous allowances or charges should be included in the net product cost for each line item billed unless otherwise approved by the Buyer and Director, Operations Accounting.
- No assessorial or miscellaneous charges are allowed

C. Cost of Goods Ordered

The cost as listed on the purchase order is the contract, agreed to product cost. Once a vendor accepts a purchase order from Tractor Supply Company, the cost on the purchase order is the cost that is/will be paid. Any discrepancies must be corrected by contacting the appropriate Buyer before shipping the product. Line item quantities and costs on the invoice must be billed to exactly match the purchase order unit of measurement – each, inches, pounds, feet, gallons, cartons, etc.

D. Deductions

Deductions will be automatically made for the items listed below. For any deduction taken, Accounts Payable Shared Services will provide the Vendor with a debit memo that details the nature of the item. This information can be obtained on the vendor portal which is found at tsc.apexanalytix.com.

- Pricing discrepancies - any deviation from the purchase order price and other terms and allowances noted on the purchase order will result in a charge back against your invoice
- Quantity discrepancies - shortages claimed by the receiving location will result in a charge back against your invoice
- Other items subject to deduction could include the following: defective allowances, vendor support funding (vendor support, volume rebates, price cut programs, markdown allowances, new or relocated store discounts, etc.), buybacks/resets, etc.

E. Payment Terms and Payment Processing

Once invoices are matched to receiving and purchase order records, they become available to pay. Payment due dates are calculated based on payment terms per the vendor master data file. Treasury Shared Services processes payments for all “matched” non-discounted merchandise invoices (i.e. net term vendors) on the 1st and 15th of the month. Discounted invoices are paid daily if the invoices are matched and available to be paid on the discount due date. Discounted invoices that miss the discount due date will revert to the 1st and 15th payment cycle.

We do not pay finance/service charges or late payment penalties.

Checks are mailed through the U.S. Postal Service using first class mail. We also offer EFT (Electronic Funds Transfers) as a payment option for Vendors that bill via EDI and meet certain other conditions. We do not offer special delivery of checks utilizing couriers or overnight delivery.

F. Debit Balances

Due to changing business relationships or seasonal businesses, there could be instances where a vendor account is in a debit balance (vendor owes Tractor Supply Company money). If this occurs, and the debit cannot be cleared in 60 days from ongoing business, Tractor Supply Company requires the vendor to refund the balance by issuing a check.

Failure to timely resolve a debit balance could result in the vendor account being placed on payment hold preventing payment of future invoices.

G. Credit Memos

Credit memos for product must reference the following information and be mailed to the same address as paper invoices (see above):

- Ship to location number (i.e. store number with full address)
- Original invoice number and purchase order number
- Item quantity, SKU #, description, price, etc
- Reason for the credit (i.e. billing, shortage, price, etc)

Accounts Payable Shared Services will process debit memos for many of the debit memo types listed above along with specific debits for shortages and pricing discrepancies found during our three-way match process. If a Vendor needs to issue a credit memo to “offset” our debit memo, do not mail the credit. Use a credit memo to clear our deduction on your statement. Do not deduct cash discounts from credit memos.

H. Account Inquires/Disputes

All invoice, deduction and remittance detail is available via the free vendor portal at tsc.apexanalytix.com. For any information not located on the portal or for further support, requests should be submitted via email to AskAP@tractorsupply.com and include the following:

- Invoice number, invoice date, and amount
- Purchase order number
- Store number
- Description of request
- Multiple inquiries be consolidated and submitted using an Excel spreadsheet

All disputes must be submitted within 6 months from the date of payment. Any dispute referencing a payment greater than 12 months from the date of payment will be automatically denied, regardless of materiality. When submitting a dispute, the email request for the dispute should include a copy of the debit information, reference the original purchase order number and include a description of the nature of the dispute. Disputes will be researched and reviewed internally. It generally takes 6 weeks to finalize a dispute request. Note that proof of delivery will be required to pay back a shortage claim.

XIII. Omni-Channel

A. Omni-Channel Retailing

One of Tractor Supply Company's key strategic initiatives is the continued expansion of its e-commerce and special-order business. A rapid increase in the number of SKUs viewable on the site and for sale online is critical to the program's success. It is important for you, the Vendor, to understand that without accurate product data, key specifications, complete descriptions, warranty information and images, your products cannot be shown as available at stores or sold on the website.

Tractor Supply Company has developed a Product Information Management Portal (known as Atlas) that allows vendors to provide product content for the website. Whether your products are carried online or in stores only, Atlas is the tool used to get your products online. Each Vendor is expected to provide all the information necessary to support the sales of the products in the Omni Channel environment.

Access to this tool is provided through your TSC Omni Merchant or Product Master Data team.

Link to Atlas: <https://vendor.tractorsupply.com/pim-web/>

B. Drop Shipment

Certain Vendor products may be eligible for order through TSC's website for shipment directly to the TSC customers who place such orders ("**Drop Ship Program**"). Orders placed by TSC customers for drop shipment are Purchase Orders under the Vendor Agreement and all of the terms and provisions of the Vendor Agreement (including the Vendor Requirements Manual) shall apply unless otherwise noted in this Section. Vendors who participate in the Drop Ship Program shall complete a Drop Ship Set-Up Schedule, which may be in addition to the Vendor Set-Up Schedule executed by existing vendors. TSC reserves the right to terminate a Vendor from the Drop Ship Program at any time without otherwise terminating the Vendor Agreement.

1. **Order Processing.** All orders shall be processed using Electronic Data Interchange ("**EDI**"). Vendor shall consult Drop Ship EDI Specifications document located in the Drop Ship EDI section of the Vendor Portal at:

https://www.tractorsupply.com/policies-information_vendor-information_edi-guidelines.html

- (A) **Fulfillment Obligation:** Vendor should utilize the "fill or kill" at the line item order fulfillment process. TSC will not accept back orders if an entire line is not available for shipment. Vendor will be required to ship complete at the line item level or cancel the entire line (no partial quantities should be shipped against a line item). Vendor shall fulfill or cancel each Order within forty-eight (48) hours from the time Order is submitted to Vendor; provided however, for product that requires LTL delivery, this fulfillment obligation shall be satisfied to meet the customer's expected delivery date. In the event Vendor fails to ship any Order within such forty-eight (48) hour time frame, Vendor shall (1) expedite the Order at Vendor's expense to meet customer's expected delivery date and (2) provide a written notification to TSC's Drop Ship Coordinator within twenty-four (24) hours of Vendor expediting the Order. At a minimum such notification shall include the shipping method, the shipping company, a tracking number and an explanation as to why the Order shipped later than the forty-eight (48) hour established time frame.

If an item is over-shipped or under-shipped an exception will be created. Over shipped items will be debited from the invoice; for example, for an order quantity of three (3) where vendor ships and bills for quantity of four (4), TSC will pay for the quantity of three (3) ordered. Under shipped items will cause the order to remain open. For example, for an order quantity of three (3) where vendor ships two (2) and bills for three (3), TSC will pay for the two (2) shipped and debit for the shortage of one (1). In instances where the order was for quantity of three (3) and the vendor ships and bills for a quantity of two (2), the invoice will be paid for the quantity of two (2); however, this leaves the order open and the vendor will be required to contact the

TSC Drop Ship Coordinator to close the order. Please reference Terms and Conditions at TractorSupply.com Section C. Item 18 for further explanation of requirements around standard and expedited shipping.

(B) Advance Shipment Notification: TSC accepts one EDI Document 856 (Advanced Shipment Notification) per customer purchase order. Neither changes nor amendments will be accepted.

(C) Service Level Agreement: Vendor agrees to maintain or implement flexible staffing procedures so that Vendor meets or exceeds any established service levels or standards.

(D) Transaction Data Errors: Proper steps must be taken to ensure the integrity of the data being transmitted to TSC each day. Inaccurate on hand counts, invalid product characteristics, UPCs, EDI formatting and data etc. may be subject to a compliance penalty.

2. **Customer Service.** Any customer correspondence received by Vendor shall immediately, but in no event later than within twenty-four (24) hours of receipt, be forwarded to the TSC Drop Ship Coordinator. TSC, and not the Vendor, shall handle all direct customer interaction.
3. **Returns.** All customer returns for drop shipped items will be returned by the customer directly to Vendor or a TSC facility. Vendor will receive an advanced shipment notification (ASN) notifying them of the return. Upon Vendor's receipt of the returned item Vendor shall credit the cost of the item to TSC.
4. **Title and Risk of Loss.** Notwithstanding the Vendor Agreement to the contrary, title to each item sold by TSC will pass directly from Vendor to the applicable TSC customer upon Vendor's delivery of the goods/products to the TSC customer. Vendor is solely responsible for any damage caused to the products/goods before or during delivery and shipment of all products/goods.
5. **Missing/Defective Parts.** Upon TSC's notification to Vendor, Vendor shall ship, at Vendor's cost, any missing or defective parts to TSC customers via "overnight express" or "next day service". Vendor shall provide to TSC Drop Ship Coordinator confirmation of the shipment of such missing or defective parts, the shipping method used and the applicable tracking information.
6. **Inventory.** To remain in the Drop Ship Program, Vendor must maintain fulfillment capabilities, i.e., maintain inventory sufficient to support the demands of TSC customers of drop ship items and any necessary packaging at their facility, and share inventory position to TSC, at least daily. Please reference Drop Ship EDI specifications at : https://www.tractorsupply.com/policies-information_vendor-information_edi-guidelines.html
7. **Packaging.** Vendor shall carefully package the products/goods that are part of any Order using the appropriate dunnage (e.g. shrink wrap, bubble pack, peanuts, foam, tissue, bags, air pillows etc.) to protect the products/goods against damage during shipment and to maintain high quality presentation to the customer upon delivery. Minimum specifications for corrugated boxes shall be ECT 32 and for plastic shipping bags shall be MIL3. Additionally, Vendor shall place any item of apparel that is part of any Order in a separate, inner, plastic bag, except in cases where the packaging offers suitable protection from damage to the product during shipment. Vendor shall pack products in the most cost effective means for shipping as possible.
8. **Invoices.** If a purchase order cost varies from current Vendor cost, the Vendor must immediately notify the TSC Drop Ship Coordinator of the cost variance. The TSC Drop Ship Coordinator will work internally to resolve the cost discrepancy. Vendor shall hold the order until the cost variance is resolved, but not longer than twenty-four (24) hours. Shipment of a purchase order is acceptance of the cost stated in that purchase order.

9. **Product Information.** It is solely Vendor's responsibility to provide all content, information and images related to its products/goods. If any such content, information or images do not meet TSC Product Information Requirements as set forth in Section XIII. D. of this Vendor Requirements Manual, then TSC may, in its sole discretion, refuse to place any of Vendor's products/goods on TSC's website. Vendor represents and warrants that all content, information and images related to any of Vendor's products/goods sold hereunder shall accurately represent the products/goods and shall not misrepresent or mislead any TSC customer as to the fit or function of any product/good. TSC may or may not engage a third-party provider with respect to product set-up on its webpage and regardless may pass the cost of SKU set-up through to Vendor. Product weights and dimensions must be accurate prior to going live on our website, and any adjustment that needs to be made to existing items may be subject to a compliance penalty.
10. **Inserts; Additional Literature.** At no additional cost to TSC, Vendor shall insert in any Order information or literature as TSC may request from time to time. Vendor is strictly prohibited from including any Vendor materials or literature in any Order unless Vendor receives TSC's prior written approval.
11. **Fraudulent Sales.** The parties agree to cooperate to help reduce fraudulent sales. Accordingly, Vendor shall use reasonable commercial efforts to stop shipment to any TSC customer when TSC notifies Vendor that an order may be fraudulent in nature (e.g. unauthorized use of a credit card). Vendor is responsible to ensure that no redirects are allowed on any TSC shipment coming out of their facility.
12. **Confidentiality of Customer Information.** In addition to any confidentiality obligations contained in the Vendor Agreement, Vendor shall treat all information furnished by TSC or obtained from TSC's customers as confidential and shall not disclose any such information to any third party, or use such information itself for any purpose other than performing its obligations to TSC. Specifically, but without limitation, Vendor shall not use any information obtained from TSC's customers (e.g. through warranty cards, Vendor contact information on packaging, or otherwise) to offer for sale to such customers any goods or services.
13. **Vendor Funding Programs.** All sales made through the Drop Ship Program shall qualify under and may be applied to the standards established by Vendor's Volume Rebate Agreement and Vendor's Support Fund Agreement, if any, as agreed in the Drop Ship Set-Up Schedule.
14. **Third Party Integration.** Vendor acknowledges that TSC may utilize a third-party integration company to assist TSC with the Drop Ship Program. Such third-party integrator (the "**Integrator**"), if any. To participate in the Drop Ship Program, Vendor shall have joined, at its cost, the Integrator's network and must commit to continue to be a network member and utilize the Integrator's drop shipment system (the "**System**") so long as Vendor participates in TSC's drop shipment program. In the event that TSC changes its Integrator, notice will be provided to Vendor.
15. **Shipping.** Vendor shall ship to the customer via the method defined on the purchase order, ie. parcel vs LTL. Review the parcel vs LTL shipping requirements to ensure that the item(s) do not exceed parcel carrier specifications. Refer to the parcel carrier specifications contained within the Domestic Transportation section of this VRM and ensure that your shipments do not exceed their requirements, as they will be subject to a penalty for additional handling. Vendor shall not utilize an expedited method for shipping, such as Next Day Air, unless freight costs are covered by the vendor or given written consent from TSC's Dropship team.

Ensure that shipping dimensions submitted to TSC are complete and accurate. Inaccurate weights/dimensions will be subject to a compliance penalty. Refer to your EDI onboarding documentation to ensure that proper connections are established.

For LTL shipments, vendors may not request a trailer with a liftgate unless indicated on purchase order or given written authorization by a TSC representative. Orders shipped on a trailer with a liftgate when unnecessary or unrequested will be subject to compliance penalties. Vendor must comply with all labeling requirements for parcel and LTL shipping. Refer to the requirements in the **EDI DTC Requirements** document.

Vendors must utilize TSC’s third-party billing process when shipping via parcel and LTL carriers. Note that this method is different from the Consignee Billing process that is utilized for DC/Store (non-dropship) shipments. Failure to follow the processes may result in non-reimbursement of freight expenditures. Labels must be set up according to the specifications tested during onboarding with 3rd Party Billing. Please reach out to DropShipMC@TractorSupply.com if you have questions.

16. LTL Bill of Lading Requirements.

The Bill of Lading should include the following information regarding the customer:

- Customer’s Ship To Name and Address
- Customer’s Contact Phone Number
- Customer’s requested delivery date and time
- Any other notes indicated on the Purchase Order (such as Lift Gate Needed)
- Third Party Bill to information:

CONWAY LTL orders should be billed to us at:
TRACTOR SUPPLY COMPANY
PO BOX 7000
Brentwood, TN 37027

When filling out the BOL, “Tractor Supply Company” must be listed as the first company name in the “Shipper (Ship From)” box. The inclusion of your company name in addition to “Tractor Supply Company” as the shipper is optional. This is required for BOLs generated at all of your fulfillment locations. Depending on the number of lines in the ship-from box on the BOL, the ship-from field should look like one of the three following examples:

1. Tractor Supply Company
Your Address
2. Tractor Supply Company & Your Company Name
Your Address
3. Tractor Supply Company
Your Company Name
Your Address

C. Compliance

To ensure that we are maintaining the highest level of service to our customers, Tractor Supply Company has established a series of compliance requirements surrounding data integrity, inventory accuracy, and shipping within the contracted level of service. A list of applicable rules and their respective explanations are located within the vendor portal in the Information and Documents section: [TSC Vendor Compliance Schedule](#)

All chargebacks are transmitted to vendors every Friday at 3:00PM and may be reviewed via the [vendor portal](#) immediately after you receive the Chargeback Summary email from Traverse Systems. Vendors have the right to submit a formal Dispute via the vendor portal within 14 days of the chargeback transmission date. Vendors must include all relevant documentation within the comments and/or attachment fields of each Dispute, ie. BOLs, emails to the TSC Dropship team, etc.) Please direct any questions to the TSC Vendor Operations team at TSCCompliance@tractorsupply.com.

New users may request access on the login screen of the vendor portal by clicking the link. For security purposes, users' accounts are deactivated if the account has not been logged into in over 90 days. You may reach out to TSCCompliance@tractorsupply.com for reactivation.

D. Vendor Contact Information

Vendors must provide to Tractor Supply Company (and update same to ensure accuracy at all times) the following contact information:

- Primary Contact Name;
- Address (City, State & Zip);
- Direct Telephone Number;
- Company Telephone Number;
- Fax Number;
- Cell/Mobile Number (if applicable);
- Email Address.

E. Vendor Response Requirements & Timelines

Vendors must respond within 5 business days of the first contact with either (i) the product information required in subsection D, below, or (ii) if unable to provide such information within 5 days, an estimate of the date by which they can deliver the product information. Unless Tractor Supply Company grants a written exception to a Vendor, all Vendors must provide sufficient product information and images within 14 business days of receiving the initial request. Vendors who are unable to provide sufficient product information within 14 business days of Tractor Supply Company's initial request are required to cover Tractor Supply Company's costs to acquire a product sample and to create the product information and image in-house.

F. Product Information Requirements

When requested by Tractor Supply Company, the Vendor is required to provide all relevant product information to Tractor Supply Company that can be used to sell a product to customers in media such as a Tractor Supply Company website or product catalog. There are no character limits on this information. This information shall include, where available:

- Product brand name as it appears on any product labeling;
- Manufacturer's Name;
- Manufacturer's model number used to identify the product;
- Customer-facing product title as it appears on the product package. For products without packaging, the name of the product that should be used to clearly identify the product to customers. Such title must be unique. For example, if you produce two bags of dog food but one is 10 lbs. and the other is 20 lbs., then those weights should be included in the product titles to indicate the difference in the products to the customer;
- Complete spelling of all words in the product title – no abbreviations will be accepted;
- Product description, features, uses, and benefits sufficient for customer to answer the following questions:
 - What is the product? What is it used for? Provide as much information as possible – for example, for a bird feeder, what type of bird is it designed for? What type of seed is it designed to hold?;

- If the product can only be used with other specific products (for example, a mower part), then indicate the specific make(s) and model(s) of products with which that product can be used;
- What product features should be highlighted for customers? What makes the product different from other similar products?;
- What are the benefits to the customer when they purchase your product, the product value promise statement?;
- If your product is a feed product, particularly for pets or livestock, provide any applicable nutritional information that would be helpful for customers to know;
- For clothing products – Vendors must clearly identify the clothing colors and sizes that match each Tractor Supply Company SKU number. Clothing must also clearly be defined as Men’s, Ladies’, etc. For clothing such as jeans, fit (for example, boot cut) and finish must be identified and clearly described;
- What cautions, warnings or advisories should be included with or in the product;
- Any marketing or advertising copy that has been used to market the product (if available).
- Product instructions – Vendors should supply any instructions that a customer would need to use their product;
- Product materials or ingredients – What are the primary materials or ingredients that your product is made of? This information should be basic and should be worded for customers;
- Up-to-date product images – these are necessary especially when there have been changes in color, packaging, quantities etc. in existing products currently or previously presented on TractorSupply.com;
- Any product required accessory information (i.e.: nail gun may require the additional purchase of an air hose to function properly or 2 size AA batteries required);
- Product size information – Vendors are required to supply product size information in the form that most clearly defines the size of the product for the customer. For example:
 - Jeans – Provide all size, waist, and inseam information that is available;
 - Liquid products – Provide size in fluid ounces;
 - Bird houses – Provide outside dimensions and seed capacity;
 - Grass seed – Provide size by weight;
 - Package size information;
 - Package quantity identifier / Selling Package detail (sold as each, set, pair, pack, etc);
 - Ship package details (skid, inner/outer packs, etc).
- Sales and shipping restrictions – Indicate states where sales and/or shipment of your product are restricted and reason for the restriction (i.e.: California prop #);
- MSDS sheet – Include a copy of the product’s MSDS sheet, where applicable;
- Product safety information, cautions, advisories and warnings – Vendors are required to supply any safety information that customers need to know about their product;
- Children’s products – For all products that are manufactured specifically for children, Vendors must supply the full text of any warnings that appear on the product packaging, as well as a minimum age recommendation;
- Warranty information – If you have a company warranty that applies to your product, provide the complete warranty information;

- Any other product information that would be helpful in selling your product, including product catalogs, technical specifications, brochures, etc.
- Required information varies by category.

G. Requirements for New SKUs Offered at Tractor Supply Company

- The Vendor will receive a request from Tractor Supply Company via Atlas to provide product information and images;
- The Vendor will receive a required completion date via Atlas that all content must be completed by;
- If the Vendor cannot provide sufficient product information and images by the deadline, then the Vendor must provide a “production” product sample by the same deadline. The sample must be sent to a location named by Tractor Supply Company (the Vendor assumes shipping charges) and the Vendor must pay a fee (to be named by Tractor Supply Company) for the development of a product image and product information. The production sample must be supplied to Tractor Supply Company or its Data Collection Contractor at least 60 days before the first shipment of the product is due to arrive in a Tractor Supply Company distribution center, and no more than 14 business days after receiving the initial request. The Vendor must supply the product information by the later of the two possible deadlines;
- If Tractor Supply Company does not receive sufficient product information or a product sample within 14 business days of the initial request, then Tractor Supply Company reserves the right to charge (or back charge) the Vendor for the cost to acquire a product sample and produce a product image and product information that is sufficient to sell the product to customers through Tractor Supply Company’s multimedia channels;
- These conditions may be waived only if Tractor Supply Company grants an exception in writing.

H. Requirements for Existing SKUs at Tractor Supply Company

- The Vendor will receive a request from Tractor Supply Company via Atlas to provide product information and images;
- The Vendor will receive a required completion date via Atlas that all content must be completed by;

I. Product Image Requirements

When requested by Tractor Supply Company, the Vendor is required to provide crisp, clean and easily articulated product imagery. The image or images should capture the essence of the product in such a way that Tractor Supply Company that can use them to sell a product to customers in media such as a Tractor Supply Company website or product catalog. There are no restrictions on the number of images a Vendor may provide for a product.

- Vendor is to provide multiple product image shots from varying angles, including top and bottom shots if appropriate to the product;
- Images must be submitted in TIF, EPS, or JPG format;
- All images must be high-resolution product images; print ready. This is defined as a minimum of 600 pixels at 300 dpi for the largest dimension (height or width);
- The image for each product should clearly represent what a customer will receive when he/she purchases that product. Some examples:
 - The image for a tool kit should show all of the tools, accessories, and the case that come with that kit;
 - The image for an article of clothing should show the clothing in the correct color that the customer will receive. No color swatch images – the full article of clothing should be pictured;

- Products such as dog harnesses should be photographed so that customers can easily tell how the product will fit on a dog;
- Products that are liquid, granular, or in other ways difficult to photograph outside the package (i.e. liquid fertilizer, dog food, bird seed, pine shavings, etc.) may be represented by an image of the package that the customer will receive. The package in the image should be the same size as the package that the customer will receive;
- Unless a product must be depicted in a package (for example, liquid or granular products - see above), all tags must be removed from the product to be photographed.
- Products that are photographed in a package should be photographed with the front of the package facing directly forward, not on an angle;
- All images of clothing that are taken on a mannequin should display the clothing article without the mannequin itself being visible;
- RGB color is required for all images. The color of the product image should accurately depict the color of the product;
- RGB color is required for all images. The color of the product image should accurately depict the color of the product;
- All product images must have a cutout background with minimal shadowing;

J. Website Link Requirement

Related to these efforts to boost the quality and quantity of the product content on TractorSupply.com, we require that you increase the visibility of TractorSupply.com and your products by linking from your company's site to ours:

- Add a link to www.TractorSupply.com where appropriate.

If you have any questions or need any assistance with the linkage, contact logos@tractorsupply.com.

Any questions about the new product content requirements should be directed to productcontent@tractorsupply.com.

XIV. Optional Programs

A. P.O.P. (Point of Purchase) Program

(This program is not currently available for Del's Feed & Farm Supply Vendors. For information regarding Del's Feed & Farm Supply P.O.P. program contact your Merchandise Coordinator.)

1. SOS

SOS is Store Opening Solutions, a third-party consolidator contracted by Tractor Supply Company to consolidate ship and place P.O.P. (Point of Purchase) and Vendor fixtures.

2. Overview

A year's supply of P.O.P. / store fixtures are shipped to SOS (Store Opening Solutions) and they in turn ship to each new, renovated, or relocated store as needed. The store thus receives all P.O.P. at one time so they can be installed quickly and efficiently into the store.

3. Benefits

The program benefits are as follows:

- A single shipment of P.O.P. can arrive at one location for all projects throughout the year. No headaches, no more follow-up for the Vendor;
- The Vendor can realize savings by having a single shipment to SOS via LTL Carrier. This will reduce costs by eliminating multiple store shipment charges;
- The Vendor can realize further savings by reducing damage costs. If SOS handles your P.O.P, they would also handle any freight claims. Since these items will be shipped with Tractor Supply Company's items, damage will be minimal as it is loaded on a truck with no stops until it is unloaded at the Store. (Without SOS, damaged items would need to be re-shipped at the Vendors cost, and the Vendor would incur the additional expenses of filing and reconciling damage claims, labor to re-create another order, plus shipping department labor);
- Tractor Supply Company will pay for your shipment to the store, as it will travel with existing orders. The Vendor, however, must pay the inbound freight to SOS;
- SOS ensures that your items are in store at the right time for proper installation. This allows for better execution at store level;
- SOS can package your items in kits per gondola location to ensure it is properly placed at the Store;
- The NSS (New Store Specialist) Set-up Teams will be able to check-off items as they are received and note that they are properly installed.

4. Details

Store Opening Solutions can be reached at (615) 867-0760. You will need to provide the following information:

- Your Vendor name and location;
- Your P.O.P. part numbers and descriptions, as well as the quantity needed per store of each item;
- If the item is "piece pick" or on a pre-assembled pallet;
- The weight, length, width, height, pallet configuration, and if pallet is standard or oversized;

- If items will arrive in bulk or (preferably) in pre-packed kits ready for store shipments;
- If an entire year or season's needs will be shipped at once into SOS or will there be several deliveries;
- The time frame these items will be used (i.e. one year, 6 months, etc);
- Any special requirements for the receipt, picking or shipping of the item(s).

SOS will calculate costs and advise you of:

- Inbound shipping costs;
- Overall cost of program to you;
- Terms and conditions of the contract.

For more information about this program, contact the Tractor Supply Company New Store Manager.

B. VIS (Vendor Information System)

1. Tractor Supply Company VIS System

The VIS System is a PC based, ad hoc query tool that provides pre-defined, Vendor-specific reports from Tractor Supply Company's data warehouse.

2. Data from VIS

We invite our Vendors to utilize the information from VIS system queries to help us mutually grow and refine our business at the store and SKU level. Through VIS, Vendors have access to historical sales, margin, and inventory metrics, plus current inventory, open Purchase Orders and receipts at the store and distribution center level.

3. Vendor Sign Up

- Contact your buying team for their recommendation before signing up for VIS. If approved for the VIS program, contact VIS Support for information and an enrollment form to complete and return;
- Complete the VIS Enrollment Form, sign the Confidentiality and Enrollment Agreement, and send the completed and signed documents to vissupport@tractorsupply.com;
- Attend a 4-hour training session to be provided remotely via Web Cast. The initial enrollment fee is \$2,600 per Named User and \$850 Annual Renewal fee per Named User for the second and subsequent years;

Named Users should have a working knowledge of basic Windows functionality Excel and/or Microsoft Access is strongly recommended for full utilization of the query tool.

4. Annual Fees

- All fees are charged on a per Named User basis;
- Initial setup fee – there will be a one time setup fee of \$2,600 per Named User, which can either be invoiced or your account automatically debited;
- Annual fee – there is a recurring charge of \$ 850 per Named User per year after the first year - this will be prorated to cycle due in December of each year;
- Training Fees may apply as new training is offered; Fees are subject to change;

5. Training

Contact VIS Support for information and an invitation to the next VIS training session via WebEx Web Conference

XV. Glossary of Terms

Accruals – Entries made by Accounting at the end of each fiscal month to recognize income and expense that has been earned or incurred, even if no consideration (money) has been received or paid.

All Weather Tag – Weather proof tag used to identify and price inside and outside merchandise.

Article Master – Standard for maintaining item descriptions for articles.

Average Inventory - Average inventory level over a period of time.

Back Order - Product ordered but out of stock and promised to ship when the product becomes available.

Backhaul - The return movement of a vehicle from its original destination to its original point of origin, especially when carrying goods back over all or part of the same route.

Bar Code - A symbol consisting of a series of printed bars representing values. A system of optical character reading, scanning, and tracking of units by reading a series of printed bars for translation into a numeric or alphanumeric identification code.

Benchmarking - The process of comparing performance against the practices of other leading companies for the purpose of improving performance. Companies also benchmark internally by tracking and comparing current performance with past performance.

Best Practice – The best identified process for accomplishing tasks that saves time and resources.

Bill of Lading - A transportation document that is the contract of carriage containing the terms and conditions between the shipper and carrier.

Billings – Month end reconciliation process to verify general ledger activities.

Blue Book – Printed catalog of all Tractor Supply Company product and pricing for store merchandise.

Buyers – Tractor Supply Company employee responsible for the management of purchasing merchandise to be sold at Tractor Supply Company stores.

Buyers Merchandise Administrator - Tractor Supply Company employee responsible for the support of purchasing merchandise to be sold at Tractor Supply Company stores.

Capital Expenditures – Funds used to purchase long term assets.

CARE Certification – Caring, Awareness, Responsible, Ethical process is the International Council of Toy Industries program to promote ethical manufacturing in the form of labor treatment as well as employee health and safety.

Carrier - A firm which transports goods or people.

Case Pack – Carton that meets shipping criteria that contains many inner-packs with merchandise.

CBM – Cubic meter, the volume of a cube with edges one meter in length.

Center Court - Presentation area of the store that is rotated for seasonal selling opportunities.

Chargeback – Vendor charged back for non-compliance issues that cause Tractor Supply Company loss in sales or a delay in delivery of product to stores.

Circular – Printed sales ad that promotes sales and product for Tractor Supply Company stores.

Common Carrier - A for-hire carrier that holds itself out to transport goods and serve the general public at reasonable rates and without discrimination.

Commercial Invoice - Document used in foreign trade. It is used as a customs declaration provided by the person or corporation that is exporting an item across international borders.

Consignee - The party to whom goods are shipped and delivered. The receiver of a freight shipment.

Consignor - The party who originates a shipment of goods (shipper). The sender of a freight shipment, usually the seller.

Consolidation - Combining two or more shipments in order to realize lower transportation rates. Inbound consolidation from Vendors is called make-bulk consolidation; outbound consolidation to customers is called break-bulk consolidation.

Container – A trailer that is shipped on an ocean carrier/ship.

Conveyors – Series of automated belts and rollers that begin at an induction point, extend overhead throughout a distribution center.

Cross-Dock - The direct flow of merchandise from the receiving function to the shipping function, eliminating any additional steps in between, includes the need for storage.

CSA – CSA International is an organization providing product testing and certification services. Testing products for compliance to national and international standards, and issue certification marks for qualified products. Certification marks tell potential customers and users that a product has been evaluated by a formal process-involving examination, testing and follow-up inspection-and that it complies with applicable standards for safety and performance.

C-TPAT – United States Customs and Border Protection’s Customs-Trade Partnership Against Terrorism.

CY – Container Yard.

DC Stock Transfer – The transfer of merchandise from one distribution center to another distribution center.

Dedicated Contract Carrier - A third-party service that dedicates equipment (vehicles) and drivers to a single customer for its exclusive use on a contractual basis.

Destination – On the Bill of Lading and freight bill, is the place where the shipment is going to be delivered.

Discount – An allowance or deduction granted by the seller to the Buyer, usually when certain stipulated conditions are met by the Buyer, which reduces the cost of the good purchased.

Distribution - Outbound logistics, from the end of the production line to the end user.

Distribution Center - A post-production warehouse for finished goods.

District Manager - Manager who oversees eight to twelve stores.

Duty – A tax levied by a government on the importation, exportation or use and consumption of goods.

E3 - Inventory planning tool used by Replenishment.

E-Commerce – Commerce that is transacted electronically, as over the Internet.

EDI (Electronic Data Interchange) - The paperless exchange of standard business transactions or information by electronic computer-to-computer transfer, generally requiring little or no human intervention.

EDLP (Everyday Low Price) - Tractor Supply Company pricing strategy.

End Cap - Merchandising display rack located at the beginning or ending of an aisle.

ETL – Electronic certification provided by Intertek, the world's largest testing, inspection and certification partner providing manufacturers and retailers with market entry.

FCR – Forwarder's Cargo Receipt.

Fill Rate - The percentage of order items that a Vendor actually fills within a given period of time.

Fixed Costs - Costs which do not fluctuate with business volume in the short run.

FOB (Free on Board) - Contractual terms between a Buyer and a seller which define where title transfer takes place.

FOB Destination (Pre-Paid Freight) - Title passes at destination, and seller has total responsibility until shipment is delivered.

FOB Origin (Third Party Collect) - Title passes at origin, and Buyer has total responsibility over the goods while in shipment.

Freight Collect – Recipient pays shipping charges.

Freight Forwarder - third party logistics provider (or non asset based) provider a forwarder dispatches shipments via asset-based carriers and books or otherwise arranges space for those shipments. Carrier types include waterborne vessels, airplanes, trucks or railroads.

Freight Train - Store replenishment tool for product requests.

Front Lot – Refers to an outside display area for Tractor Supply Company Stores.

Grand Opening – Promoted commemorative date of store opening, usually taking place on a weekend.

Gorilla – Term given to those products that are the most visible and important to our business.

Handling Costs - The cost involved in moving, transferring, preparing and otherwise handling inventory.

Hazardous Material - A substance or material which the Department of Transportation has determined to be capable of posing a risk to health, safety, and property when stored or transported in commerce.

Help Desk – Tractor Supply Company stores location for customer questions with merchandise.

Incoterms - International terms of sale developed by the International Chamber of Commerce to define sellers' and Buyers' responsibilities.

Inner-Case Pack - Packing unit containing unit(s) of merchandise. Inner packs do not meet shipping criteria individually, but must be packed into a master case-pack.

Intermodal Transportation - Transporting freight by using two or more transportation modes.

Inventory Carrying Costs - A financial measurement that calculates all the costs associated with holding goods in storage, usually expressed as a percentage of the inventory value. It includes inventory-in-storage, warehousing, obsolescence, deterioration or spoilage, insurance, taxes, depreciation, and handling costs.

Inventory Turns - The cost of goods sold divided by the average level of inventory on hand. This ratio measures how many times a company's inventory has been sold during a period of time. Operationally, inventory turns are measured as total throughput divided by average level of inventory for a given period.

Inventory Velocity - The speed with which inventory moves through a defined cycle (i.e., from receiving to shipping).

KPI – Key performance indicators.

Landed Cost – Total landed cost is the sum of all costs associated with making and delivering products to the point where they produce revenue.

LCL – Less Than Container Load

Less-Than-Truckload (LTL) Carriers - Trucking companies that consolidate and transport smaller (less than truckload) shipments of freight by utilizing a network of terminals and relay points.

Letter of Credit - Document issued by a bank at the buyer's request in favor of the seller, promising to pay an agreed amount of money upon receipt by the bank of conforming documents with a specified time.

LTL – Less Than Truckload

Master Case Pack Carton – Single shipping carton containing total number of “eaches” packaged and shipped to Tractor Supply Company in one box.

MAP Pricing - Minimum advertised price.

Merchandise Ordered – Any merchandise shipped to a Tractor Supply Company location from the Vendor on a Tractor Supply Company purchase order.

National Motor Freight Classification (NMFC) - is a standard that provides a comparison of commodities moving in interstate, intrastate and foreign commerce.

New Store Discount – Discount taken on all merchandise ordered to the new store up to the date of the new store’s soft opening and two week following.

Ocean Freight – Freight charges incurred in transporting merchandise from a foreign port to a domestic port.

Open Account- A bank managed payment option which is similar in practice to a Letter of Credit, but offers lower fees because it is not guaranteed by the issuing bank.

Order Cycle - The time and process involved from the placement of an order to the receipt of the shipment.

Order Processing - Activities associated with filling customer orders.

Packing List - Document prepared by the shipper that lists the kinds and quantities of merchandise in a particular shipment.

Packaging – The use of wrapping, cushioning materials, containers, markings, and related techniques to protect the items from deterioration, prevent loss, prevent damage, facilitate handling, and identify the product packaged.

Pallet – Portable platform on which product can be moved or stored.

Pick – Process of selecting product from storage to fill an order.

PKT - Product Knowledge Training-Training initiatives produced seasonally or on an as needed basis.

POG - Plan-o-gram schematic showing product placement in stores sent out by Merchandise Presentation.

Point of Sale Information - Price and quantity data from retail locations as sales transactions occur.

POP - Point of Purchase--signage to aid in the sale of the product.

POS - Point of Sale--the system used to process customer/team member transactions.

Power Plus Protection - Product protection plan consisting of an extended service agreement or replacement plan.

Prepaid – Sender pays shipping charges.

Promo Tables – Seasonally timed Merchandise display racks usually located at the front of a Tractor Supply Company Store.

Purchase Order – Commercial document issued by a Buyer to a seller, indicating the type, quantities and agreed prices for products or services the seller will provide to the Buyer.

QOH – Quantity on hand.

Rack – Steel structures in which pallets of merchandise are stored in distribution center.

Rain check - Process of ordering SKU items that may not be stocked in a particular store.

Rebates - Partial refund following a purchase.

Receipt of goods – The date on which TSC scans the product reflected on the receipts into its inventory system at the distribution centers or stores and not earlier, regardless of when purchases are recognized for accounting purposes.

Regional Vice President/Director - Position that oversees 80 to 120 stores.

Relocated Store Discount – Discount on all merchandise that is on hand at the store the day the new location soft opens.

Replenishment - The process of moving or re-supplying inventory from a reserve storage location to a primary picking location, or to another mode of storage in which picking is performed.

RFP – Request for Proposal - An invitation for providers of a product or service to bid on the right to supply that product or service to the individual or entity that issued the RFP.

RGA – Returned Goods Authorization.

RGOs - Repair Goods Orders - merchandise sent out to be repaired, can be customer owned or store owned.

RTV - Return to Vendor - buybacks or defective merchandise sent back to Vendor for credit.

S2 Cable – Alarmed cable provided to stores to secure outside merchandise.

Safety Stock - The inventory a company holds above normal needs as a buffer against delays in receipt of supply or changes in customer demand.

Sales Driven Company - A company focused on customer service which results in top line sales.

Sales Plan - A budgeted plan set for unit (store or dept) of the company.

SAP - Software system used to mainly track inventory.

SDI - Sales Driving Initiative - plan-o-gram update for selected categories.

SEC – Securities and Exchange Commission - Federal agency that oversees public financial activities such as reporting and stock trading.

Service Desk - Center desk where customer service takes place.

SG&A – Selling, General and Administrative expenses. All normal business expenses, usually excludes interest, taxes and extraordinary items.

Shrink - The loss of merchandise due to internal theft, external theft, and/or administrative errors.

Side lot - Outside fenced area.

Signage - Signs that identify products features & benefits, services or sales.

SMO Margin - Gross margin from sale of merchandise before accounting for freight, shrinkage, discounts, Vendor support, etc.

Soft Opening Date – Date store officially opens to the public.

Special Customer Order (SCO) - Our ability to order non SKU products from our Vendors for our customers. Requires a special numbered P.O.

Spinner Rack – A display fixture that spins for holding merchandise.

SSC - Store Support Center

Stock Keeping Unit (SKU) - Numbering system which makes a product or item distinguishable from all others.

Store Manager - Person in charge of a single store location.

Store to Store Transfer - The transfer of merchandise from on store location to another store location.

Store Use - Product stores have pulled of the shelf for in-house use.

Super Peg - Process of correcting perpetual inventory on hands.

Supply Chain - The physical, financial, and information networks that involve the movement of materials, funds, and related information through the full logistics process, from the acquisition of raw materials to delivery of finished products to the end user. The supply chain includes all Vendors, service providers, customers, and intermediaries.

Third Party Billing – A third party pays shipping charges.

TMS – Transportation Management System – Computer software used to track and manage all transportation operations.

Top Cap - Top shelf where overstock or plan-o-grammed items can be placed.

Total Cost Analysis - A decision-making approach that considers minimization of total costs and recognizes the interrelationship among system variables such as transportation, warehousing, inventory, and customer service.

Transit Time - The total time that elapses between a shipment's pickup and delivery.

Truckload Carriers (TL) - Trucking companies which move full truckloads of freight directly from the point of origin to destination.

Underwriters Laboratories Inc. (UL) - is a U.S. privately owned and operated independent, third party product safety testing and certification organization.

UPC – Universal Product Code.

Vendor Support Funds – Funds used to promote the Vendor's products and Tractor Supply Company in a cohesive marketing effort.

Vestibule - Front entrance of the store that is sometimes used for display purposes.

Volume Rebate Program – Rebate based on net receipt dollars and is continual until cancelled or amended and will be applicable to all Vendor purchases.

Wing Rack - Display rack usually connected to an end cap.

Zero Peg - Process used to identify empty bins and pegs to verify/adjust the on hand inventory.