



Whole Body™ Supplier Guidelines

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1 / Introduction to Our Whole Body Supplier Guidelines

Introduction

This document outlines the expectations and requirements for you, our valued suppliers, so that we may support each other in an ongoing win-win partnership.

Please note that individual regions may provide additional information and requirements pertaining to each supplier's specific commodity and distribution model.

Definitions

In this document, the below terms are used as follows:

- "Whole Foods Market" will be referred to as "WFM".
- "Supplier" means the entity that supplies WFM with products.
- "Vendor" means the entity that supplies WFM with products. It is the same as meaning as "supplier".
- "Product(s)" means goods, including, but not limited to, foods, perishables, consumables, dry goods, body care items, personal care items, nutritional supplements, vitamins, non-food items (e.g. housewares, books, cards, magazines, periodicals, etc.) lifestyle items (e.g. clothing, jewelry, candles, etc.) or any other category of goods sold at WFM under the umbrella of Whole Body Department.
- "Customer" means any entity that purchases products from WFM.
- "Guest" is a term used by some regions instead of "customer". "Customers" and "guests" can be used interchangeably.
- "GE" means genetically engineered.
- "FDA" refers to the U.S. Food and Drug Administration / Website is: <http://www.fda.gov/>
- "FTC" refers to the Federal Trade Commission / Website is: <http://www.ftc.gov/>

2 / Quality Standards for Ingredients, Materials and Labeling

Introduction

At Whole Foods Market, we sell the highest quality dietary supplements and body care products we can find at the most competitive prices possible.

We believe that supplements unadulterated by artificial colors, flavors, sweeteners and hydrogenated oils are the most nutritious available. We provide nutritional products that support the health and well being of our customers and the environment and we are committed to offering research-driven dietary supplements that have a proven track record.

We carry the finest facial, skin, and body care products available because we believe the quality of the items and ingredients people apply to their bodies topically is as important as the foods and nutritional supplements they ingest. We evaluate quality in terms of ingredients, pleasurable experience, and efficacy. Our search for quality is a never-ending process involving the careful judgment of buyers throughout the company.

In order to fulfill our mission to only sell the highest quality natural and organic products, we have established a strict set of ingredient-based standards for products sold in our stores. This document is intended to help our suppliers evaluate their products with regard to our standards. We consider it our suppliers' responsibility to carefully verify that their products meet our standards for acceptable and unacceptable ingredients.

Supplement Supplier Expectations for Ingredients and Labeling

1. Do the ingredients in this product meet Whole Foods Market Quality Standards?

- The most current Quality Standards lists for supplements can be found on our Whole Foods Market Vendor Information Page <http://www.wholefoodsmarket.com/vendor>.
 - The password is "wholefoods".
 - Please keep these ingredient lists for internal use only.
 - Be sure to review details in the "Qualifier" column.
- If an ingredient is not on the Quality Standards lists, **work with your regional or global buyer** to submit the ingredient for review to the Quality Standards team.
 - Additional safety data may be requested for such ingredients.
 - The new ingredient review will require additional time, which will depend upon the complexity of the ingredient.
- It is each supplier's responsibility to **check the Quality Standards lists on a regular basis** in order to ensure ongoing compliance with our Quality Standards.
- We also require advanced notification of reformulations including all additions, deletions, or modifications of products that have already been approved. **Treat reformulations like you would a new product.**

2. Is the product labeled properly?

- We require compliance with FDA, FTC, and all applicable labeling regulations.
- **Products will be automatically rejected if labeling is out of compliance.**

- We are unable to give legal and labeling guidance. Due to the volume of labels we receive, we are also unable to discuss non-compliant labeling items in detail.
- If your labels fail to meet our compliance standards, **it is your responsibility to work with experienced legal counsel or a labeling consultant.** We are glad to make recommendations.
- In our experience, we have found seeking professional help significantly expedites the approval process.
- Ultimately, the determination whether or not to carry a product is a decision that Whole Foods Market can and will make at its sole discretion.

3. Here is an overview of what we expect to see on labels:

- **No disease or drug claims are allowed** on dietary supplements.
 - The terms “anti-bacterial”, “cold or flu”, “anti-fungal”, “lowers cholesterol”, “anti-inflammatory”, “anti-viral”, are all unacceptable disease claims and should not be used.
 - Note that websites and consumer testimonials are considered an extension of labeling as per the FDA, therefore, we expect all website claims to also be in compliance.
 - More information about DSHEA and disease/drug claims can be found on the FDA Website [Guidance for Industry: Structure/Function Claims, Small Entity Compliance Guide](#)
- All statements being made on the label need to be **truthful and not misleading. All claims must be substantiated** based on a standard of “competent and reliable scientific evidence”.
 - **You should have a basis for every statement made on your label.** For example, all health claims like “free of”, “natural”, “doctor recommended”, “nutritionist developed”, “low glycemic index”, “made in the USA”, “Fair Trade”, and “green claims” must be substantiated.
 - Depending on the kind or strength of the claim, you will be required to submit claim substantiation for review by the Quality Standards team.
 - The more clearly that you are able to demonstrate claim substantiation and to connect the dots for us, the quicker the review process.
 - More information on substantiation and claims can be found on the FTC website [Dietary Supplements: An Advertising Guide for Industry](#)
- **Full disclosure ingredient listing** is required in descending order of prominence.
 - Trademarked or generic names are not allowed in the absence of chemical or common names.
- **Allergens** must be disclosed on the labels per The Food Allergen Labeling and Consumer Protection Act (FALCPA).
- **Nutrient content claims** must be used correctly.
 - For example: “Low carb” or “high in omega-3s” are not allowed.
- The **function of “other ingredients”** must be appropriately listed.
 - For example: Preservatives and colors must be identified. The term “natural color” is not allowed as per the FDA.
 - For example: “Evaporated cane juice” needs to be listed as “evaporated cane syrup”.
- More information on dietary supplements labeling can be found on the FDA Website.

4. Is the product making any organic claims?

- Organic claims appearing anywhere on the product label (except in the ingredient listing) will require **submission of organic certificates** for review by the Quality Standards team.

5. Is the product making any Gluten free claims?

- We expect all Gluten free claims to be **substantiated by third party testing**, and we may request to see test results.
- If you are also interested in having your product listed on our Gluten Free product list, work with your regional or global buyer to submit the product for review to the Quality Standards team.

6. Is the product making any GMO-free claims?

- For dietary supplements, we require that all products that make “non-GMO” claims be verified by the Non-GMO Project, unless the product is certified organic.
- We acknowledge that the supplement supply chain is extremely complex, and will work closely with our suppliers and the industry to develop a meaningful GE transparency policy. We also acknowledge that our final dietary supplement labeling policy may not be finalized until the latter years of our 2018 GE transparency timeframe.

- We will not require products in which microorganisms are the only risk ingredient to make a “may contain ingredients produced with genetic engineering” or similar label claim unless required by applicable law.
- We plan to provide customer education and signage in our dietary supplement departments to explain this issue and encourage customers seeking to avoid GE microorganisms to choose Non-GMO Project Verified or certified organic products.
- More information concerning GMO labeling requirements is located on our Whole Foods Market Vendor Information section <http://www.wholefoodsmarket.com/> (password: wholefoods) Once on this page, click on “vendor information for Whole Body”.

7. Is the product making any “green”, “environmental”, or “sustainability” claims?

- If so, these claims must be in compliance with FTC’s guidance on environmental marketing claims as listed in the “Green Guides” [FTC Issues Revised “Green Guides”](#)

8. Is the product making any weight loss claims?

- If so, we consider these high-risk products that will **undergo extra scrutiny** throughout the review process.
- We will require high quality, supporting research that matches the dosage of the product, and that must also reflect the strength of the claims.

9. Is the product a dietary supplement in the form of a liquid, juice, chocolate bar, gummy, or other food-like medium?

- If so, we consider these high-risk products that will **undergo extra scrutiny** throughout the review process.
- Such supplements cannot be described as a “tasty treat” or cannot be equated with foods whatsoever.
- We recommend working with experienced legal counsel before submitting these products for review.
- Take special care to check our Quality Standard ingredient list for acceptable preservatives in liquid supplements.
- More information can be found on the FDA Website under “Guidance for Industry: Distinguishing Liquid Dietary Supplements from Beverages”.

10. Is the product making cold or flu claims?

- As noted above, dietary supplements cannot claim to prevent, treat or cure the flu, nor can they claim to get you through the flu season.

11. Other higher risk supplements include:

- Products making “**hangover relief**” or “**anti-aging**” claims.
- “**Beauty from within**” products.
- Products claiming to be “**clinically proven**” or “**clinically studied**” need to be substantiated with actual clinical studies.
- Any products intended for **children, infants, or pregnant women**.
- **Sublingual** products.
- **Hormone-containing** products.
- **Meal replacement** products.
- **Colloidal mineral** products.

12. Does the product contain caffeine, either from added caffeine or from caffeine-containing herbs?

- If so, it needs to meet our Quality Standards for Caffeine Labeling:
 - Products that contain added purified caffeine and/or naturally occurring caffeine from herbal ingredients, such as guarana or green tea, should state “contains caffeine”, or similar statement. The product must clearly and prominently state this on the front of the product in addition to listing caffeine in the ingredient listing.
 - Labels—either on front, or in the ingredient listing, or both—must indicate the total amount of caffeine per serving.
- This includes the total amount of the caffeine delivered from both the purified caffeine and the caffeine-containing herbs.
 - The amount of caffeine *per serving* must not exceed 100-150 mg, the normal range of caffeine found in 6 to 8 oz. of drip-brewed coffee.

- For beverages and foods, if more than one serving is found in the same package and the amount of caffeine per package is greater than 150 mg, then label should state the amount of caffeine per serving *and* per package.
 - The product labeling should clearly indicate that the product is intended to “boost” energy or to stimulate, so that this is unmistakably communicated to the customer, and the customer will be alerted to the fact that the product contains a stimulant, or stimulants.
- Foods with added caffeine cannot imply or contain graphics that equate the product to an energy drink.
 - Extended release caffeine is an unacceptable ingredient according to our Quality Standards.

13. Is the product a homeopathic remedy?

- If so, the label must list a NDC# (National Drug Code) and it must contain a Drug Facts Panel.
- Claims should be for *symptoms* of a self-limiting disease, not the disease itself.
- You should be able to support all label claims on request by the submission of:
 - Excerpts from the Homeopathic Materia Medica or clinical studies to support the claims.
 - Monographs from the Homeopathic Pharmacopoeia of the United States for the active ingredients.

14. Does the product contain stevia?

- If so, and if stevia appears in the “other ingredients” section of a dietary supplement, you must be able to provide documentation showing that the stevia is GRAS (given that not all stevia is GRAS).

15. Does the product contain glandular ingredients?

- If so, we will need to request proper documentation regarding BSE risk, including:
 - Certificate from veterinarian.
 - Information about processing as it relates to BSE.

16. Does the product need a Proposition 65 Warning Label?

- WFM requires that its Suppliers provide all warnings required under California’s Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code Section 25249.5 (“Proposition 65”) (or any similar local, state, or federal law or regulation) that requires a specific warning on any products containing certain chemicals known to cause cancer or reproductive toxicity.

17. Do your products contain any of these 4 “conflict” minerals?

- If your products contain tin, tantalum, tungsten, gold or a compound or derivative thereof, then please alert your regional or global buyer.

Body Care Supplier Expectations for Ingredients and Labeling

1. Do the ingredients in this product meet Whole Foods Market Quality Standards?

- The most current Quality Standards lists for body care and Premium Body Care can be found on our Whole Foods Market Vendor Information Page:
 - <http://www.wholefoodsmarket.com/vendor>
 - The password is “wholefoods”
 - Please keep these ingredient lists for internal use only.
 - Be sure to review details in the “Qualifier” column.
- If an ingredient is not on the Quality Standards lists, **work with your regional or global buyer** to submit the ingredient for review to the Quality Standards team.
 - Additional safety data may be requested for such ingredients.
 - The new ingredient review will require additional time, which will depend upon the complexity of the ingredient.
- It is each vendor’s responsibility to **check the Quality Standards lists on a regular basis** in order to ensure ongoing compliance with our Quality Standards.

- We also require advanced notification of reformulations including all additions, deletions, or modifications of products that have already been approved. **Treat reformulations like you would a new product.**

2. What if the product qualifies for our top tier Premium Body Care standard?

- If the product qualifies for **Premium Body Care** and you have a buyer interested in your product, contact [Julie Holloway](#) to inquire about the application and review process for Premium.

3. Is the product labeled properly?

- We require compliance with FDA, FTC, and all applicable labeling regulations.
- **Products will be automatically rejected if labeling is out of compliance.**
 - We are unable to give legal and labeling guidance. Due to the volume of labels we receive, we are also unable to discuss non-compliant labeling items in detail.
 - If your labels are found to be out of compliance, **it is your responsibility to work with experienced legal counsel or a labeling consultant.** We are glad to make recommendations.
 - In our experience, we have found seeking professional help significantly expedites the approval process.
 - Ultimately, the determination whether or not to carry a product is a decision that Whole Foods Market can and will make at its sole discretion.
 - More information can be found on the FDA Website under [Cosmetic Labeling Guide](#)

4. Here is an overview of what we expect to see on labels:

- **No disease or drug claims are allowed** on cosmetics.
 - The terms ‘anti-bacterial’, ‘anti-fungal’, ‘acne’, ‘anti-inflammatory’, ‘eczema’, ‘rosacea’, ‘dandruff’, ‘cradle cap’, are all disease states and cannot be on labels.
 - Note that websites are considered an extension of labeling as per the FDA, therefore, we expect all website claims to also be in compliance.
 - More information can be found on the FDA Website [Is It a Cosmetic, a Drug, or Both \(Or is it Soap?\)](#)
 - This would not apply to OTC drug products, such as sunscreens, fluoride toothpastes, etc.
- All statements being made on the label need to be **truthful and not misleading. All claims must be substantiated** based on a standard of “competent and reliable scientific evidence”.
 - **You should have a basis for every statement made on your label.**
 - This means all health claims like “free of”, “natural”, “dermatologist recommended”, “made in the USA”, “Fair Trade” must be substantiated.
 - Depending on the type or strength of the claim, you may be required to submit claim substantiation for review to the Quality Standards team.
 - The more clearly that you are able to demonstrate claim substantiation and to connect the dots for us, the quicker the review process.
- **Full disclosure ingredient listing** is required in descending order of prominence in INCI terminology.
 - Trademarked or generic names are not allowed in the absence of INCI names.
- If **allergens** are disclosed on cosmetics labels, they must be listed per The Food Allergen Labeling and Consumer Protection Act (FALCPA) [Guidance for Industry: Questions and Answers Regarding Food Allergens](#)
 - For example, we will not accept “nut free” claims on cosmetic products that include coconut-containing ingredients.

5. Is the product making any organic claims?

- **Products making an “Organic” product claim**
 - **Examples:** “Organic Jojoba Shampoo,” “Organic Sea Mineral Body Wash”
 - **Certification requirement:** Must be certified to the USDA’s National Organic Program standard for organic (>95%) products.
 - **Documentation required:** Suppliers must present an organic certificate, issued by a USDA-accredited certifier and showing certification to the NOP standard. The certificate must name the specific products being evaluated.
- **Products making a “Made with Organic _____” claim**
 - **Examples:** “Made with organic oils,” “Made with organic essential oils and botanical ingredients”.

- **Certification requirement:** Must be certified to the USDA's National Organic Program standard for Made With Organic (>70%) products.
- **Documentation required:** Suppliers must present an organic certificate, issued by a USDA-accredited certifier and showing certification to the NOP standard. The certificate must name the specific products being evaluated.
- **Products making a "Contains Organic _____" claim**
 - **Examples:** "Contains organic oils," "Contains organic aloe and rosemary".
 - **Certification requirement:** Must be certified to the NSF/ANSI 305 Organic Personal Care Standard.
 - **Documentation required:** Suppliers must present certification documentation demonstrating current compliance with the NSF/ANSI 305 standard.
- **Products listing an organic ingredient in the "Ingredients:" listing**
 - **Example:** "Ingredients: WATER, ALOE BARBADENSIS LEAF JUICE (ORGANIC ALOE VERA)..."
 - **Certification requirement:** Organic ingredient must be certified to the USDA NOP standard.
 - **Documentation required:** Suppliers must present an organic certificate, issued by a USDA-accredited certifier and showing certification to the NOP standard. The certificate(s) must name the specific ingredient(s) being evaluated.

6. Is the product making any Gluten free claims?

- We expect all Gluten free claims to be **substantiated by third party testing**, and we may request to see test results.
- If you are also interested in having your product listed on our Gluten Free product list, work with your regional or global buyer to submit the product for review to the Quality Standards team.

7. Is the product making any GMO-free claims?

- We only allow Non-GMO claims on non-food products (body care) that are organic or Non- GMO Project Verified.
- More information concerning GMO labeling requirements is located on our Whole Body Vendor Website <http://www.wholefoodsmarket.com/> password: wholefoods

8. Is the product making any "green", "environmental" or "sustainability" claims?

- If so, these claims must be in compliance with FTC's guidance on environmental marketing claims as listed in the "Green Guides".

9. Is the product a homeopathic remedy?

- If so, the label must list a NDC# (National Drug Code) and it must contain a Drug Facts Panel.
- Claims should be for *symptoms* of a self-limiting disease, not the disease itself.
- You should be able to support all label claims on request by the submission of:
 - Excerpts from the Homeopathic Materia Medica or clinical studies to support the claims.
 - Monographs from the Homeopathic Pharmacopoeia of the United States for the active ingredients.
- We consider topical homeopathic products high-risk products that will **undergo extra scrutiny** throughout the review process.

10. Is the product an insect repellent or is the product making anti-lice or anti-bed bug claims?

- If so, the product must be registered with the EPA and/or certain state agencies.
 - We will need to see proof of EPA registration or the specific basis for any exemption you are claiming.
- We consider insect repellent, anti-lice, or anti-bed bug products high-risk products that will **undergo extra scrutiny** throughout the review process.

11. Other higher risk cosmetics include:

- Products making "anti-aging" claims.
- Products claiming to be "clinically proven" or "clinically studied" need to be substantiated with actual clinical studies.
- Any products intended for **children, infants, or pregnant women.**
- **Hormone-containing** products.
- **Topical magnesium** products.

12. Animal testing requirements:

- Our Quality Standards have always **prohibited selling personal care products that have been tested on animals.**
- In addition, Whole Foods Market will not carry any personal care products that are being sold in China where regulations require animal testing for market approval of personal care products.

13. Is the product an oral care product (i.e. toothpaste or mouth wash)?

- If so, it needs to meet our **Food Quality Standards** regarding colors, flavors, sweeteners, and preservatives.
 - Parabens, carmine and artificial flavors are not allowed in oral care products.
 - That said, sodium benzoate and potassium sorbate are allowed in baseline products, but are disallowed in Premium Body Care oral care products.

14. Is the product a lip care product (lip balm or lipstick)?

- Lip products must meet our all of our **Food Quality Standards** regarding flavors, colors, sweeteners, and preservatives, also due to the possibility of ingestion.
 - That said, we do allow carmine coloring in these products, as it is one of the only natural and effective red colorants that is available, however, we require any lip products containing carmine to indicate on label that the product specifically contains carmine.

15. Is the product a teeth-whitening product?

- If so, acceptable products must **not contain more than 6% hydrogen peroxide** and they will meet **dosage requirements.**
- Acceptable teeth whitening products must be **properly labeled with appropriate directions and warnings.**
- For details, check with your regional or global Whole Body buyer.

16. Is the product intended for children or infants?

- All baby bottles and drinking cups for children or infants must be free of bisphenol A (BPA) and phthalates.
- All toys must meet current CPSC regulations.

17. Does your product require a Proposition 65 Warning?

- WFM requires that its Suppliers provide all warnings required under California's Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code Section 25249.5 ("Proposition 65") (or any similar local, state, or federal law or regulation) that requires a specific warning on any products containing certain chemicals known to cause cancer or reproductive toxicity.

18. Do your products contain any of these 4 "conflict" minerals?

- If your products contain tin, tantalum, tungsten, gold or a compound or derivative thereof, then please alert your regional or global buyer.

Lifestyle Supplier Expectations for Materials and Labeling

We are currently working on a set of Lifestyle standards that we aim to have finalized by June 2016.

Please follow these labeling guidelines until more information about the standards are published:

- **"Green" claims:** We expect that any "green claims" for Lifestyle Products align with the FTC "Green Guides." As with Body Care and Supplements, any claims on packaging, advertisements or websites need to be substantiated.
- **Proposition 65 Warning Labels:** WFM requires that its Suppliers provide all warnings required under California's Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code Section 25249.5 ("Proposition 65") (or any similar local, state, or federal law or regulation) that requires a specific warning on any products containing certain chemicals known to cause cancer or reproductive toxicity.
- **Products containing "conflict" minerals:** If your products contain tin, tantalum, tungsten, gold or a compound or derivative thereof, then please alert your regional or global buyer.

3 / Use of Whole Foods Market Name and Trademarks



Use of Whole Foods Market Name and Trademarks

Use of our Whole Foods Market logos in press releases, media, advertisements and publications requires prior written permission for each new instance. If your product is only in a few stores or in one region, we may send your request directly back to that region. The use of our logo does not imply, guarantee or endorse store availability and execution.

Steps to Gain Approval for Use of Whole Foods Market Name and Trademarks

1. Submit the request to the Global Whole Body Team for first pass approval.
2. Submit the finished advertisement to the Global Whole Body Team so that we may gain permission from Marketing, Legal and Quality Standards.
3. Once approved by one or all of the above teams, Global Whole Body will send written permission via e-mail. Please note that a License Agreement signed by both parties may be necessary depending on the request or placement. At our discretion, we may request that you modify or stop your use of any Whole Foods Market brand or logo.

4 / Insurance Guidelines and Governmental Compliance

Annual Validation of Liability Insurance

We request all WFM Supplier Partners to carry insurance. The type of coverage and amount depends on a product's distribution and risk level. See below for requirements.

Global Supplier Insurance Guidelines

Note: A Global Supplier is defined as doing business with 3 or more regions.

Type of Insurance Coverage	Limits of Liability
Commercial General Liability Insurance, including coverage for Bodily Injury (including wrongful death) and Property Damage for all premises, Products/Completed Operations, Personal /Advertising Injury and Contractual Liability: <i>Required</i>	\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate \$1,000,000 Per Occurrence Personal/Advertising Injury
Automobile Liability - Combined Single Limit for Bodily Injury /Property Damage: <i>Required if supplier operates a vehicle on WFM premises.</i>	\$1,000,000 Per Occurrence
Employer's Liability: <i>Required if supplier or their employees will work on WFM premises, including doing product demonstrations.</i>	\$1,000,000 for Each Accident or Disease
Workers' Compensation: <i>Required if supplier or their employees will work on WFM premises, including doing product demonstrations.</i>	Statutory Limits (if state has no statutory limits then \$1,000,000)
Non – Subscribers (Texas only)	\$1,000,000 Employer's Indemnity Each Accident or Disease
Umbrella/Excess Liability: <i>Required</i>	\$5,000,000 Per Occurrence

Regional and Local Supplier Insurance Guidelines

Note: A Regional / Local Supplier is defined as doing business with 2 or less regions. Whole Foods Market profiles local product as: Low risk, standard risk, high risk or specialty.

Insurance requirements for each risk category:

Type of Insurance Coverage	Low Risk	Standard Risk	High Risk	Specialty
Commercial General Liability Insurance, including coverage for Bodily Injury (including wrongful death) and Property Damage for all premises, Products/ Completed Operations, Personal /Advertising Injury and Contractual Liability: <i>Required</i>	\$500,000 Per Occurrence \$500,000 General Aggregate \$500,000 Products/Completed Operations Aggregate \$500,000 Per Occurrence Personal/Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate \$1,000,000 Per Occurrence Personal/Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate \$1,000,000 Per Occurrence Personal/Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate \$1,000,000 Per Occurrence Personal/Advertising Injury
Automobile Liability - Combined Single Limit for Bodily Injury /Property Damage: <i>Required if supplier operates a vehicle on WFM premises.</i>	\$500,000 Per Occurrence	\$1,000,000 Per Occurrence	\$1,000,000 Per Occurrence	\$1,000,000 Per Occurrence
Employer's Liability: <i>Required if supplier or their employees will work on WFM premises, including while doing product demonstrations.</i> Workers' Compensation: <i>Required if supplier or their employees will work on WFM premises, including while doing product demonstrations.</i> Non – Subscribers (Texas only)	\$1,000,000 for Each Accident or Disease Statutory Limits (if state has no statutory limits, \$1,000,000) \$1,000,000 Employer's Indemnity Each Accident or Disease	\$1,000,000 for Each Accident or Disease Statutory Limits (if state has no statutory limits, \$1,000,000) \$1,000,000 Employer's Indemnity Each Accident or Disease	\$1,000,000 for Each Accident or Disease Statutory Limits (if state has no statutory limits, \$1,000,000) \$1,000,000 Employer's Indemnity Each Accident or Disease	\$1,000,000 for Each Accident or Disease Statutory Limits (if state has no statutory limits, \$1,000,000) \$1,000,000 Employer's Indemnity Each Accident or Disease
Umbrella/Excess Liability	N/A	N/A	\$2,000,000 Per Occurrence	\$5,000,000 Per Occurrence

Additional Insurance Requirements for Global, Regional and Local

1. **Whole Foods Market Inc. and its subsidiaries** must be named as Additional Insured on supplier's Commercial General Liability policy and Umbrella/Excess Liability policy.
2. **CG 2015 – Additional Insured Supplier endorsement or equivalent policy language** must be attached to the Commercial General Liability policy. A copy of the endorsement or policy language must be submitted with the **Certificate of Insurance**.
3. **Supplier's insurance** shall be from an insurance company rated by AM Best as a Class VII or larger with a Financial Strength rating of no less than A-.
4. **Certificate of Insurance** shall provide that **Whole Foods Market Inc. and its subsidiaries** shall be given notice of cancellation or material change in coverage in accordance with policy provisions.
5. **Certificate Holder must read: Whole Foods Market Inc. and its subsidiaries; 550 Bowie St., Austin, TX 78703**

In-Store Demonstration Insurance Coverage

Supplier Partners are encouraged to demonstrate their products in a WFM retail environment. In-store appearances must be coordinated on a regional level. Contact your Regional Buyer for the appropriate demo process. Each store's Marketing or Demonstration Specialist will walk Supplier Partners through the process and be able to answer any questions pertaining to supplies and requirements.

If you are hiring a third party to perform the in-store demo, they will be required to sign a Demonstration Release and Indemnity Agreement and show proof of insurance as set forth below.

Type of Insurance Coverage	Limits of Liability
Commercial General Liability Insurance, including coverage for bodily injury (including wrongful death), broad form property damage for all premises and operations, independent contractors and broad form contractual liability	\$1,000,000 per occurrence and \$2,000,000 general aggregate \$2,000,000 product/completed operations aggregate
Workers' Compensation	Statutory Limits (if state has no statutory limits, \$1,000,000)

Food Facility Registration

U.S. FDA food facility registration is required for all Suppliers that manufacture, process, pack, or store food, beverages, or dietary supplements that may be consumed in the United States. Please make sure you are in compliance with any applicable registration requirements.

Disclosure Of Supply Chain Information

WFM may require suppliers to identify the country, and the specific region of such country, where each of the ingredients, components or parts of supplier's product are grown, produced and/or manufactured. In the event of an actual or contemplated product recall, withdrawal or other similar circumstances affecting supplier's product or other products that are of the same sort or similar to supplier's product and upon request from WFM, supplier shall promptly identify the direct supplier or source of any of the ingredients, components or parts of supplier's product.

In order to allow Supplier and WFM the ability to trace the source of products and the place and time of processing, all product packaging should include a unique or batch number that isolates the processing of products between sanitation efforts. Products produced in a facility or through a process that does not undergo sanitation must be designated by field and harvest date.

California Transparency In Supply Chains Act of 2010

The California Transparency in Supply Chains Act of 2010 requires retailers and manufacturers doing business in California to disclose their efforts to eradicate slavery and human trafficking in their own direct supply chain. We are committed to meeting the requirements of the Act and also require our Suppliers to certify that they have met the Act's requirements. For more information please refer to the California Civil Code Section 1714.43.

5 / Cost and Product Information

Maintenance

Shipping Fees

At Whole Foods Market, we expect that all shipping fees and freight charges be built into our cost. In other words, we should not expect to see line item freight charges added to invoices on top of product costs.

Shipping minimums

At Whole Foods Market, we understand that it may not be cost effective for a supplier to send out a shipment that only contains a few items. Shipping minimums can be established when enrolling in Direct Vendor Ordering (DVO). It is important to remember that only one minimum can be established for all of USA and Canadian stores. In other words, if you request to change the shipping minimum in one region, it will automatically apply to all regions.

Note: We discourage shipping minimums because this can lead to out of stock situations and missed sales especially in our smaller stores.

If you must have a shipping minimum amount on outgoing individual orders, we highly recommend that you set the minimum threshold to \$150 or less if you sell us 20 or more individual UPCs. If you have 20 or less UPCs, we highly recommend that you set the minimum threshold to \$75 or less.

Contact your regional or global buyer if a change in shipping minimum is in order.

Guaranteed Sales

Please work with each Regional Whole Body Team when negotiating guaranteed sales.

Global Free Fill Policy for Whole Body Items:

This document serves to outline our expectations for free fill on all body care and supplements of new item placement initiatives in the Whole Body™ Department of Whole Foods Market. Free fill policy may vary slightly from Region to Region.

Global Free Fill Expectations:

- **Body Care Free Fill Expectations:** 6 free fill for items under \$10.00 WFM Landed Cost / 3 free fill for items \$10.00 WFM Landed Cost and above. Items in display cases such as lip balms 1 display box free fill
- **Supplements Free Fill Expectations:** 6 free fill for items under \$10.00 WFM Landed Cost / 3 free fill for items \$10.00 WFM Landed Cost and above. Energy/Nutrition Bars/Single Shots – 1 display case / caddy free (all items that arrive to stores in display case (single shots/ lip balm / bars) – 1 display box free fill
- **Lifestyle Free Fill Expectations:** 25% off Opening orders for new stores. 25% off for new Globally Launched Brands.

Global Free Fill Policy Situations: Please note that the product mix will be established and ordered by each Regional Team based on store size and individual needs.

- **New Stores**
- **Remodels / Relocated Stores**
- **Nationally Approved New Items** - These are new items that have been approved by the Global Whole Body Team in conjunction with the Regional Buyers.
- **Category Review – Refresh Process** – During the category review process, we might identify missed opportunities for individual stores.
- **Regionally Approved New Items**

Other Important Messages Concerning our Global Free Fill Policy:

- **Why We Request Free Fill:** Free fill placement programs are in lieu of slotting fees customarily charged by other grocers and are a minimal supplier investment for the success of your brand and our new stores.
- **Free Fill Process for UNFI items:** Free fill must be delivered as 100% discount according to UNFI sell pack. These should arrive at our stores as straight free fill, not 6+6 or 3+3. If a Regional or Store Buyer requests an additional order above the denoted free fill quantities, that product must be billed on a separate invoice with any ongoing discounts applied. These items must always be shipped through UNFI, NEVER DIRECT. UNFI will pass on the free fill discount to Whole Foods Market and charge the amount back to your company at wholesale cost.
- **Free Fill Process for Direct Supplier items:** These should arrive at our stores as straight free fill, not 6+6 or 3+3. If our teams would like to order more products to fill their shelves, they will do so on a separate purchase order and should receive any typical ongoing discounts for these orders.
- **Free Fill Invoicing Reminders:** All invoices are to read line item Whole Foods Market every day cost. Invoice should reflect 100% total invoice discount. Whole Foods Market requires this invoice protocol to ensure we capture line item cost as well as adherence to this free fill policy.

Vendor Information Portal or “VIP”

WHAT is the Vendor Information Portal or VIP? The Vendor Internet Portal (VIP) is WFM’s National Database that houses cost information for all suppliers who sell directly to Whole Foods Market. This is the WFM system for updating costs in the regional ordering and receiving systems. Cost information is submitted to VIP via an Excel spreadsheet or by manual entry into VIP. The VIP cost file contains the information we require about your products in a spreadsheet format. We require that all cost updates be submitted electronically using WFM’s Vendor Internet Portal (VIP).

WHY Submitting and Maintaining Accurate Cost Files in the VIP is BUSINESS CRITICAL:

- We use this information to set retails, write purchase orders and to facilitate paying the correct costs.
- Every discrepancy must be researched and corrected, causing avoidable work for both WFM and you.
- Since item cost is ultimately financial information, to be compliant with the Sarbanes-Oxley Act, we are required to have controls around your timely submission and review of cost.

WHEN to Submit Cost Information to VIP:

- **Regular Monthly (minimum) Maintenance:** You are required to check your file a minimum of once a month even if there are no cost changes.
- **Base Cost changes:** Cost changes can be submitted at any time to ensure accurate costs. However, advanced notice (lead time) is required. Base Cost Change Lead Time Requirements for National Whole Body suppliers is 60 days for VIP AND 90 days written (e-mail) notification to our Regional and Global Buyers. You should not invoice WFM an updated cost until the effective date in the cost file is active (For Example: You notified us a cost increase of \$1 for a particular SKU 90 days in advance, you must wait 90 days to start invoicing us the increased (new) cost.)
- **Promotional Cost Changes for Direct Suppliers:**
 - **Please follow the dates outlined in our “National Promotions Calendar” CAREFULLY.** A copy of the calendar is located on the Whole Foods Market Supplier Website:
<http://www.wholefoodsmarket.com/> password: wholefoods

- It is BUSINESS CRITICAL to have the correct “START” and “END” dates for each promotional instance in VIP and to ensure that your INVOICE cost for these promotional products are identical with the costs in VIP.
- **Regional POET orders vs. Store Based DVO (replenishment) orders for Direct Ship Suppliers**
 - **Regional Promotional Orders** – These orders may come to you months in advance from each Regional Team, BUT if you base your invoice costs off of the date you receive these pre-orders, chances are they will be incorrect. Again, please make sure you adhere to the “National Promotions Calendar” dates CAREFULLY so that invoice costs match the VIP cost dates.
 - **Store Based DVO Orders for Promotional Items** will reference the cost in VIP on the date the order was placed.
- **Entering Promotional Costs in VIP:**
 - Promotional discount amounts in VIP should be taken off the Whole Foods Market Landed Cost (regular wholesale minus on-going discount).
 - **How to calculate your OI (Off Invoice) promotional discount:**
 - Start with the Whole Foods Landed Cost (Your regular cost including any long term ongoing discounts offered to WFM)
 - Apply your discount % to the Whole Foods Landed Cost.
 - **Example:**

Wholesale Cost		\$10.00
On-going Discount:	15%	\$8.50
Promo Discount:	10%	\$7.65

In the example above, the Whole Foods Landed Cost is \$8.50
The 10% OI discount was applied to the \$8.50

Accessing Movement and Sales Reports

In order to access movement and other sales performance reports for your brand or brands, please email vendor.reporting@wholefoods.com requesting access. An email with further instructions will then be sent to you.

Product Ingredient, Formulation, Labeling and/or Packaging Changes:

Once the fulfillment cycle begins, any adjustment to an approved product ingredient, formulation, label or packaging requires direct and advance communication with the relevant WFM Global or Regional Team. Items with changes are considered new products. The steps in “Section 2/Quality Standards Ingredient, Materials and Labeling” need to be reviewed again. Once approved, if your item also received packaging size changes, please send the updated information to the Global Space Planning Team.

Canada and the UK

If your products are available for sale in Canada or the UK, please work with the Regional Buyers that support those territories.

UPC Codes

All products are required to have a UPC code associated with each product. For information and acquiring UPC numbers

please contact:

UCC Customer Service
Uniform Code Council, INC.
7877 Washington Village Drive, Suite 300
Dayton, OH 45459
(937) 435-3870
(937) 435-7317
info@uc-council.org

Product Related Intellectual Property

In an effort to market and coordinate in-store space planning needs for your Products, WFM may require you to provide us with Product information, photography, video footage and clips, images, descriptions and other data required by WFM, including Product labels, Product packaging, nutritional content, and other advertising copy ("Product Data"). If you fail to submit the Product Data, you authorize WFM to obtain and use and further sub-license the Product Data in connection with the sale of the Products. Upon Supplier's written request WFM will stop using or remove any of the Product Data.

6 / Order Fulfillment and Receiving

Introduction

Whole Foods Market uses a proprietary software application to create individual purchase orders (PO) for product at each of its locations. A Store Team Member generates a PO in advance of product arrival and forwards it to the item's supplier. Shipments risk rejection if they do not have a documented order in place at the time of arrival. To prevent rejection, be certain to follow the guidelines below and reach out to your store contact with any questions or concerns prior to shipping products.

What to look for:

- Is the designated Supplier information correct?
- Is the "ship to" address correct?
- Note the PO Number at the upper right hand corner of the document: that should be referenced on all supplier paperwork associated with this shipment.
- Note the item level costs. Do they match the cost file you have provided WFM?

Out-of-Stocks

WFM asks that you list out-of-stocks on your invoice; include them at the line item level with a "0" indicating they were not filled.

Back Order Policy

WFM does not accept back orders. Buyers will place a new order for the out-of-stock product at a later time.

Cost Discrepancies

Please revisit your VIP cost file for any PO costs received that appear inaccurate. If costs are submitted to the Region in a format other than the VIP, contact your Regional Buyer and submit a new cost file for review.

Transmitting the PO to Suppliers

Suppliers may choose to receive a PO via fax, email, or electronic transmission. Work with your Regional and/or store Buyer to identify the method you prefer.

Adjusting Purchase Orders

Additions or subtractions to any PO in any shipment to a WFM location are not acceptable without prior buyer approval. Costs incurred from unapproved changes are the supplier's responsibility.

One Shipment per Purchase Order

A shipment is defined as "the number of boxes associated with one (1) purchase order number". If multiple boxes with different purchase orders are being shipped together, be certain to label boxes according to the PO with which they are associated.

Carton Requirements

WFM requires that all Supplier Partners use rigid, corrugated cardboard boxes when shipping product via UPS, FedEx or other third party carriers. In addition, note the following guidelines:

- **Weight Limitation:** Observe a **50 LB MAXIMUM** weight on all cartons.
- **Dimensions:** Unless required by product, refer to standard UPS shipping carton guidelines for all cartons and refrain from shipping products in boxes that would fall under dimensional weight classifications. UPS standard guidelines are available on their website at www.ups.com.
- **Sealing Cartons:** Use heavyweight-packing tape to seal boxes and avoid straps or staples. When sealing boxes, use a standard “H” format on the bottom and top of boxes being certain to cover all adjoining seams with tape.
- **Packing Materials:** Non-biodegradable packing materials are prohibited for all Grocery and Whole Body deliveries. WFM also advocates the use of biodegradable materials such as corn-based shock absorbent fills. If these options are unavailable, choose recyclable shipping materials and explore other environmentally compatible options for future shipments.

Carton Markings

All cartons destined for WFM must have a highly visible and legible label. Note the following information and placement requirements for Address Label Contents:

- WFM Purchase Order Number
- WFM Store Name
- WFM Address
- ____ of ____ (number of boxes in shipment, as in “1 of 3”)
- “Perishable” (if appropriate) or “Samples/Promotional/Display” (if appropriate) would further define to include whether it is refrigerated or frozen product
- *Date of Shipping/Harvest*
- Country of Origin
- *Lot and/or date codes*
- In the upper left-hand corner of the label or on a second label placed accordingly, include Supplier Partner Name and Supplier Partner Address

Whole Foods Market Store Address Information

A directory of WFM store names and addresses can be found at:

<http://www.wholefoodsmarket.com/stores/index.php>

You can also access the store address list on our Whole Body Supplier website page under “Contacts” section at

<http://www.wholefoodsmarket.com/vendor/wholebody>

7 / Invoicing & Payment

Invoice Requirements

WFM strives to extend timely and accurate payment to our valued supplier community in compliance with negotiated payment terms. WFM requires that an invoice accompany all product shipments. Goods shipped without an accompanying invoice risk rejection. Suppliers are asked to please refrain from forwarding invoices via fax or e-mail unless specifically requested by WFM.

Invoice Placement

Attach invoices to the outside of the lead carton in each shipment. The “lead” carton is defined as “carton 1” in each shipment. Shipments forwarded without an invoice attached as described above risk rejection.

Invoice Information:

In order to ensure timely and accurate payment, please note the following information that must appear on invoices and packing slips:

- PO Number
- Supplier Partner Address
- Supplier Partner Contact Number
- Remittance Address (if different from above)
- Country of Origin (with 'Farm Raised' or 'Wild Caught' designator for Seafood)"
- Invoice Number
- Lot Numbers
- Date of Shipment
- WFM Recipient Store Name
- WFM Recipient Store Address
- Total Number of Cartons in Shipment
- Total Piece Count of Shipment
- Line Item Listing with Weights, Unit Cost and Extended Unit Cost

Other Invoice Standards:

- The cost of all refused and damaged merchandise will be deducted from supplier’s invoice where appropriate. Credit invoices will be sought as needed.
- All charges and credits must be invoiced separately, with unique invoice numbers on each individual invoice or credit memo. Charges and credits should not appear on the same invoice.
- Free product cannot be used to provide credit for returned goods or in lieu of freight charges.
- A separate supplier invoice should support each WFM Purchase Order. Multiple Purchase Orders should not be combined on a single invoice.
- Suppliers should only invoice for products shipped.
- Credit memos require a Purchase Order.
- Invoices from third party freight carriers should be firmly affixed to boxes shipped.
- Suppliers are to use the ship date or the date of delivery as the invoice date (not order date).

Free Merchandise and Invoicing:

- **Free Samples for Team Members or Customers** are to be clearly labeled and do not require a Purchase Order or invoice. Free Items that are not intended for resale should be supported by a purchase order with a line item amount of zero.
- **Free shelf testers** that are NOT intended for resale are fine as long as each product is clearly marked “tester” with a sticker or wrapped in a plastic bag marked “free tester”. If you are charging us for a tester, it has to be “ordered” from us on the original PO with the appropriate VIP cost just like regular merchandise.
- **Free fill for new stores, renovations, and opportunity gaps as outlined in “Section 6/Order Fulfillment and Receiving”** All invoices are to read line item Whole Foods Market every day cost. Invoices should reflect 100% total invoice discount. Whole Foods Market requires this invoice protocol to ensure we capture line item cost as well as adherence to this free fill policy.

Electronic Invoices:

WFM is capable of receiving both XML and EDI 810 invoices and credit memos. We receive e-Invoices from our suppliers via FTP. We will work directly with our suppliers or through a third party integrator or VAN. We require that the e-Invoice is delivered prior to the product delivery and that the electronic version matches the paper invoice. Electronic invoicing provides an opportunity to streamline the procurement and payment cycle benefitting both WFM and our suppliers. Please contact einvoicing.support@wholefoods.com for a copy of our e-Invoice standards and service level agreements. Onboarding is prioritized by invoice volume. For those suppliers whose invoice volume is at or below 2000 per year, we also have a free PO Flip application. Please email poflip.support@wholefoods.com.

Electronic (ACH) Payment

Funding suppliers by way of electronic payment is WFM’s preferred method of payment. Suppliers are strongly encouraged to complete the attached electronic payment form in order to receive electronic payment. Suppliers with extenuating circumstances may receive payment by check if approved.

Payment Terms

WFM’s standard payment terms are **2% 10 net 30 (preferred) or net 45**. Payment terms will be calculated using the supplier invoice date. Missed cash discounts resulting from long shipping times or back dating of invoices may necessitate the use of other payment term dating options. If you require a change to your existing payment terms, please contact your Regional Buyer. If you supply more than one region, the Global Whole Body Team must approve the change.

Supplier Maintenance and “Remit To” Address Changes

All remit-to address changes are to be submitted in writing to WFM (to WFM contact in receipt of original supplier packet) with and invoice copy reflecting the newly updated remit-to address. In the event that a company changes ownership, the new entity will be treated as a new supplier and the supplier will be required to complete a new supplier packet.

Accounts Payable Inquiry & Support

Suppliers wishing to research a payment discrepancy should first contact the store (Receiver and/or Store Accountant) to which the related product or service was provided. A listing of WFM store contact information can be found at <http://www.wholefoodsmarket.com/stores/all/index.php>. Payment issues that cannot be resolved through store support will be directed to other WFM AP contacts as needed.

Credits for Damages, Mis-Ships, Mis-Picks, End of Season Returns and Withdrawals

Credits for damages, mis-ships, mis-picks, and end of season returns or withdrawals should be received within 30 days of receipt.

8 / Customer Returns Credit Process for ALL Supplements and Body Care Suppliers

Introduction:

Whole Foods Market has a 100% satisfaction guarantee, which means that we take back every item that our customers return. All Body Care and Supplement Suppliers will receive one statement at the end of each fiscal period from each regional office based on what was recorded as a return at customer service desk POS systems. An itemized list of all customer returns will be included with the deduction statement. This information can be confirmed on the Vendor Information Portal.

Note: Some Regions also process returns for some Lifestyle Suppliers. Check with your Regional Buyer or Coordinator for more information.

Procedure for the WFM Customer/Guest Returns Chargeback Policy:

1. **Gathering and dissemination of customer/guest returns data from previous fiscal period (FP):**
 - Within 4 days of the close of each FP, each regional team will generate reports that show all Body Care and Supplements returns for their region's stores. This information will come via our Point-of-Sale (POS) system.
 - This information will be sent to each supplier in the form of an electronic communication (email). The report will show the total value of the customer/guest returned product for each supplier based on an itemized breakdown of returns to our stores for that period.
2. **Statement Sent:**
 - You will receive an Auto-Deduction Statement in Week 1 of each FP for the total value of the customer/guest returned product from the prior FP.
 - The Auto-Deduction Statement will be marked "PAID." Whole Foods Market regional teams will automatically deduct the amount owed from future payment owed. No checks or credit memos will need to be sent to the appropriate WFM regional office. You will not be required to submit credits for these returns. No PO's or payment on your behalf will be necessary.
3. **Regional accounting teams apply the chargeback credits to each store per the reports generated above and will deduct the total amount from any payments owed in the next possible payment.**
 - The process outlined in this document will only apply to products that are customer/guest returns.
 - NOTE: We will still continue to request credits for anything other than customer/guest returns. Credits may still be requested from a Team Member in regards to, but not limited to, the following:
 - Mis-picks/Mis-ships
 - Short Shipments
 - Products damaged during shipment
 - Recalled/Withdrawn products

9 / Product Withdrawals

Product Withdrawals and Crisis Notification Procedures

The safety and wholesomeness of WFM products is the highest priority of the WFM/Supplier Partner relationship and a continuous commitment that we mutually extend to our customers. Compromised products are a direct threat to this commitment. In the unlikely event that a supplier partner becomes aware of a safety or health hazard, ingredient inaccuracy, or informational mistake associated with any of their products, be certain to observe the following guidelines:

1. **Notify the WFM Global Withdrawal Support Alias:** wfmfoodsafety.withdrawals@wholefoods.com within 24 hours of becoming aware of safety issue, health hazard or any quality issue that may lead to a product removal or product replacement. Have the following information available:
 - Team to which product was shipped at store
 - Product name and complete details regarding hazard or concern
 - Withdrawal classification if one has already been assigned
 - Lot codes corresponding to recall, if applicable
 - Amount of product shipped to WFM
 - A complete list of stores to which product was shipped
 - Date of most recent shipment to each store
 - Supplier Partner's proposed strategy for removal

2. Determine if a Withdrawal Is in Order. Use the FDA's printed guidelines to determine if the situation with your products requires a withdrawal. WFM Supplier Partners are required to maintain a current copy of the FDA's withdrawal guidelines and have a basic structure for withdrawal emergencies ready for immediate implementation. Visit the FDA's website at www.fda.gov for an updated withdrawal procedure guideline.

In the event that a Supplier Partner determines that any class of withdrawal is necessary, be certain to communicate immediately with WFM Global Withdrawal Support Alias above.

Other Important Notes on Withdrawals

- Do not contact Whole Foods Market stores or send representatives into our stores or otherwise take any actions without first contacting the Global Support office. E-mails should be directed to wfmfoodsafety.withdrawals@wholefoods.com
- For reasons of safety and efficient business processes, we are unable to return recalled or withdrawn product to you. It will be destroyed.

10 / Supplier Expectations and Other Good Things to Know

Store Visits

We appreciate your support and encourage you to take an active role in our stores. We have limited shelf space and we make decisions about which products to feature and continue carrying in our stores based on the support we receive in these areas.

- Please make appointments for all store visits. If you make an appointment, please keep it.
- Store visits should occur at least every six weeks, preferably every four weeks.
- During a scheduled store visit, please take care of the following:
 - Clean/replace testers
 - Front and clean products on the shelf
 - Provide samples and literature
- Please be professional and courteous. Do not put down other manufacturers' products.
- Please respect our Team Member's judgment about their product mix. Keep your visit low pressure.
- HOLIDAY block out days: The days preceding Thanksgiving and Christmas are particularly busy times for us. Even though our Whole Body departments are not particularly busy, Team Members here are often called upon to help out in the rest of the store. Please refrain from trying to visit during the 3 days preceding these Holidays.

Sampling From Our Shelves: Once a product is purchased by Whole Foods Market and on our shelves it is the property of Whole Foods Market. Suppliers are not authorized to sample a product to a Team Member off our shelves.

Supplier Gifts, Samples, Wholesale, and Solicitation Policies

When Team Members negotiate with suppliers, some will offer personal inducements to tempt them to choose their product over another's. To avoid conflicts of interest between what is good for customers and what might be personally advantageous for a Team Member or a particular supplier, we have set the following rules on accepting gifts from suppliers:

- Suppliers may not pay for dinner for our regional, national/global or other teams, except as described under allowable gifts.
- Suppliers may not sell directly to our Team Members at wholesale.
- Team Members are prohibited from accepting gifts or any form of compensation from any WFM supplier except as specifically noted below.
- Team Members are prohibited from receiving any samples or gifts at home. All samples and gifts must be sent to their primary work location.
- Team Members are prohibited from accepting any loans or services from any WFM supplier who is not otherwise in the business of providing such loans or services, and any such loans or services provided must be provided on fair market value terms.
- Team Members are prohibited from buying products directly from any supplier who sells the same product to WFM. Team Members should not solicit donations from suppliers on behalf of any organization with which they are personally affiliated.

Allowable gifts:

- Items of nominal or promotional value such as T-shirts, hats, desk accessories, gift baskets and flowers, up to a total estimated value of \$25. Gift baskets or flowers must be made available for sharing with everyone at the recipient Team Member's location.
- Existing Team Members may accept samples of new or reformulated products, and new Team Members may accept samples of existing products (one time only). It is not acceptable for Team Members to receive for their personal use multiple samples of the same product from a supplier.

- Solicitation of supplier for any gift or money is never allowed. Team Members must report receipt of a supplier gift to their Team Leader. Acceptance of any non-approved supplier gift may result in corrective action up to and including discharge. If someone tries to give you a prohibited gift, you should notify your Team Leader. Please refer to the Conflict of Interest policy for further information.

Supplier Paid Trips

Based on the recommendation of the Whole Foods Leadership Network (WFLN), our Board of Directors recently updated the **Code of Business Conduct** to reflect a change to our policy regarding vendor-paid trips. **According to the re-written policy, Team Members may no longer accept any vendor-paid trips as of January 1, 2013.**

As always, if you have any questions or concerns regarding a violation of our Code of Business Conduct, please email ethics@wholefoods.com

Supplier Trainings

- Suppliers may provide food for our Team Members provided they are conducting formal product training. **The value of the meal, gifts, and product samples should stay within the allowable supplier sampling and gifts policies.** While your gifts and samples are generous, please encourage the Team Members who receive these items to share with other Team Members who may not have been able to attend.
- All Whole Body Team Members at WFM have been trained for DSHEA compliant wording while selling Supplements and Body Care. If you are providing training to our Team Members, we expect that you will provide DSHEA Law compliant wording for our Team Members to use while they are selling your products. In other words, it is fine teach our Team Members about technical aspects and disease states that may not meet DSHEA requirements, but you should **also** provide them with wording that they could legally use while selling your supplement.
- Please let the regional office know if you are offering training for our teams that are off Whole Foods Market's premises.
- Any training at a store level needs to be scheduled with the Team Leader. Please do not use an unscheduled visit as an attempt to train Team Members on the floor unless the Team Leader of that department grants permission. If you are providing a store training, please include all Team Members, not just Buyers.

Sales Contests

In order to set up a sales contest, please contact your Regional Buyer. Gifts received from a supplier sponsored sales contest should follow the allowable supplier gifts policy above.

Promotions

Please check in with each Regional Buyer for promotion submission deadlines. For more information regarding National Promotions go to Whole Foods Market / Vendor Site

<http://www.wholefoodsmarket.com/vendor/> Password: wholefoods

Resets, Renovations and New Stores:

- Please refer to each Regional Team for specific expectations concerning time spent in stores for new store openings, etc.
- Please honor any commitments that you make to attend one of these events. It is very disappointing to expect someone who never shows up.
- Please understand that we may not be able to place every item in your line in a new store. If you have questions concerning your line(s), address them with regional leadership and not the store level leadership or Team Members.
- Never reset your product in our stores without the knowledge of the Regional Team.

- Please take care of any returns of slow moving product that we pull at a reset or renovation. We will try to give you the same amount of shelf space that you had before this event. Please be understanding if this is not possible.
- Please wear appropriate clothing and shoes for a construction site. We cannot allow you to work in our stores if you are wearing tank tops, open toed or open backed shoes.

11 / Whole Body Program Information

Where To Find More Information About Global Whole Body Programs and Contact Lists

Information regarding Whole Body Programs can be found on the Whole Foods Market Vendor Site, along with all pertinent information on standards, processes and procedures.

<http://www.wholefoodsmarket.com/vendor/> Password: wholefoods