



Vendor Guidebook

I. Background

Town & Country Markets Inc. (T&C) is a locally owned and operated independent retail grocery company. Founded in 1957 with Town & Country Thriftway on Bainbridge Island, we operate six stores in the Puget Sound area.

Three of our Markets – Town & Country Market on Bainbridge Island, Town & Country Market Lakemont and Ballard Market – operate under the Town & Country banner. These are smaller “neighborhood” markets. Three of our Markets – in Poulsbo, Shoreline and Mill Creek – operate under the Central Market banner. These are larger, “destination” markets.

In each of our Markets we strive to offer the freshest, highest quality foods available. With features such as exceptional produce, a wide selection of natural and organic foods, superb fresh seafood, bulk foods, natural meats and specialty foods, we intend to satisfy the needs of a diverse array of shoppers. That’s why our tagline is “Fresh Markets for People Who Love Food.”

Our core values include being of service to others, fostering teamwork, placing the customer at the center of all our decisions, working to be environmental stewards, being knowledgeable about our products and profession and acting with authenticity and integrity. We are committed to working with vendors who share these values.

II. Purpose of this Handbook

This handbook is intended to introduce you to T&C, serve as a guide to becoming a supplier and provide a framework for a continued relationship. It’s only a guide, and we reserve the right to amend and/ or update it as necessary. Forms and tools referenced in this handbook will be provided to you by the commodity contact listed below if a decision is made to move forward.

III. Becoming a Town & Country Markets Business Associate

Below is a list of our Product Specialists. The mailing address for all our Product Specialists is 19302 Powder Hill Place N.E., Suite 103; Poulsbo, WA 98370.

- **Grocery /Dairy/Frozen:** Steve Espy
- **Bakery:** Teri Kendrick
- **Deli / Food Service:** Greg Abbey
- **Meat & Seafood:** Michael Fodness
- **Produce:** Jim Foley



- **Housewares:** Debra Cox
- **Floral:** Melanie Cherry
- **Beer / Wine / Spirits / Beverages:** Don Thornton
- **Bulk / HBC:** Nita Wills

IV. Requirements for New Vendor Setup

1. **Vendor Information Form:** For all new vendors and trading associates, this provides us with contact information, remit and payment terms, and distribution methods.
2. **Vendor Terms and Conditions and Indemnity Agreement:** Signed originals only (no copies).
3. **Certificate of Insurance**
4. A **sample** of your company's invoice form clearly marked as "Sample."
5. A **Non-Disclosure Agreement**
6. **New Item Agreement Form** with costing
7. **Allowance /Post Off Cost Change Form, if applicable**

(b) Requirements for New Item Setup

New items are reviewed and accepted by the appropriate T&C Specialist. When you meet with that contact, you'll want to be prepared to talk about:

- The key features and benefits of the product
- Target customer data
- Recommended product placement
- Sales history of product and where it's currently being sold
- Projected sales
- Commitments for highly perishable commodity freshness standards
- Plans to promote the product through advertising, pricing, demos, etc.

You'll be notified once the Specialist has made a decision.

All supporting forms will be provided by the Specialist at the appropriate time. Items introduced to the markets without approval will be treated as Non-Conforming Goods as defined in the Vendor Terms and Conditions and Indemnity Agreement.

(c) Requirements for Product Samples

Suppliers should provide one sample product for each new item being presented at the initial meeting. If the product is too large to present, bring a detailed written description or photographs that show the packaging and product scan bar.

All products must possess a unique UPC code and scannable bar code (if your product is perishable or doesn't have a distinct UPC barcode, the specialist will provide more information).



IV. Understanding our New Business Relationship

Once the specialist has approved a supplier to do business with T&C, an accounts payable vendor number will be assigned and the following are required:

(a) T&C's Vendor Terms and Conditions and Indemnity Agreement

This legal document outlines the terms and conditions of the relationship and includes provisions that relate to various business functions and processes that will determine our mutual expectations. It must be filled out completely, dated and signed by the appropriate designate as described below:

- If supplier is an individual, that individual must sign as the proprietor and provide a trade name.
- If supplier is a partnership, at least one general partner must sign in the partnership name.
- If supplier is a corporation, a duly-authorized officer must sign and indicate name and title.
- If supplier is a limited liability company, a duly-authorized manager or member must sign and indicate name and title.

(b) Insurance (COI)

Each vendor shall obtain and maintain, at its expense for so long as it conducts business with T&C, a policy or policies of Commercial General Liability insurance (including products and completed operations, personal and advertising injury and contractual liability coverage) covering the vendor with minimum limits and other terms as specified herein.

If vendor's employees enter the physical premises of Town & Country Markets, the vendor shall obtain and maintain, at its expense and for so long as such employees shall conduct such operations, a policy or policies of Workers' Compensation insurance with statutory limits and Employers' Liability (Stop-Gap Liability) insurance with minimum limits of \$2,000,000 and Automobile Liability Insurance with minimum limits of \$2,000,000 for each accident, including owned, non-owned and hired vehicles.

T&C requires insurance underwritten by insurance companies rated "Secure" or better by A.M. Best Company. Policy limits cannot be reduced, altered, or cancelled until after 30 days notice has been submitted to T&C. It is imperative that you submit a Certificate of Insurance prior to your first sale to T&C and provide an updated certificate whenever coverage is renewed or materially altered. Certificates of Insurance may be mailed to:

Town & Country Markets, Inc.
Loss Prevention Department
19302 Powder Hill PL NE, Suite 104
Poulsbo, WA 98370



The Certificate of Insurance shall be acquired from your liability insurance provider and must reflect at least the minimum coverages and limits (as applicable):

- General Liability: \$2 million for each occurrence
- Automobile Liability (if applicable): \$2 million in Automobile Liability per accident
- Workers Compensation & Employer's Liability: \$2 million for each accident or the minimum required by applicable law, whichever is greater

T&C must be listed as an additional insured on each Certificate of Insurance. Each certificate must include a statement that the insurer will provide to T&C at least 30 days' written notice in advance of any cancellation, lapse or material modification of any policy. All insurance policies shall be written as primary policies and not contributing with or being in excess of any coverage which T&C may carry. Each insurance policy shall contain a waiver of subrogation provision reasonably acceptable to T&C (and each certificate of insurance shall reflect the existence of such provision).

T&C may require higher limits and/or different coverages for certain products, operations or business practices. T&C will manage compliance with its insurance requirements as specified in the Vendor Terms and Conditions and Indemnity Agreement. Failure to meet these requirements can result in the termination of our business relationship.

(c) Universal Product Code (UPC)

It is important that suppliers have a unique UPC code for each item, that they understand the bar coding process, and are compliant with set standards.

Common UPC problems encountered include:

- Supplier uses the same UPC case code when the product has changed.
- Supplier has changed the UPC without notifying T&C.
- Case pack size or carton quantity is changed without notifying T&C.
- Barcode is of poor quality and will not scan.
- No UPC appears on merchandise.

GS1 is the most widely used supply chain standards system in the world. Contact GS1 at 1-609-620-0200, email: info@gs1us.org or visit <http://www.gs1us.org/> for information and guidelines. T&C may, in rare instances, accept items without a UPC code, instead assigning an internal code. Non UPC items are accepted on an item-by-item basis completely at T&C's discretion.

(d) Vendor Code of Conduct

It is Town & Country Markets' intent to select and retain vendors who share and embrace the letter and spirit of our commitment to community, customer and integrity. We require that vendors adhere to certain standards of business conduct and that they comply with the letter and spirit of all applicable laws while conducting business with T&C.

Vendors and their representatives will conduct their business interactions and activities with integrity and honesty. Vendors will at a minimum:



- Protect and responsibly use both the physical and intellectual assets of T&C.
- Conduct business in a professional manner at all times while on T&C's property and while conducting business with T&C.
- Not distribute brochures, publications, advertisements, surveys, announcements or flyers on T&C owned or leased property without the express written approval T&C.
- Not speak to the press or public with regard to T&C business unless expressly authorized in writing to do so by T&C. Under no circumstances will any vendor be granted any agency authority to act or speak on behalf of T&C.
- Refrain from offering, giving or providing gifts or entertainment unless the gifts and/or entertainment have nominal economic value, and carry an advertising message directly related to the Vendor's products. Any meals or entertainment provided to an employee of T&C should be moderate and provided only in the course of business with T&C.
- Avoid the appearance of or actual improprieties and conflicts of interests. Vendors will not knowingly deal directly with any T&C employee if that employee or his/her spouse, domestic partner, or other family member or relative holds a significant financial or other interest in Vendor.

T&C expects its vendors to share its commitment to diversity, equal employment opportunity, and a safe and harassment-free workplace. T&C vendors will conduct their employment practices in full compliance with all applicable laws and regulations in all of their operations.

Vendors will:

- Cooperate with the T&C commitment to a workforce free of harassment and unlawful discrimination.
- Provide a safe and healthy work environment and fully comply with all applicable safety and health regulations and practices.
- Comply with all minimum age laws and requirements and not employ child labor.
- Comply with all applicable laws governing compensation and working hours.

All vendors are required to educate and train their representatives and employees to ensure that they understand and comply with the conduct codes outlined in this guidebook and the materials referenced in it. Vendors are expected to self-monitor their compliance with these conduct codes. T&C may request the immediate removal of any representative or vendor employee who behaves in a manner that is unlawful or inconsistent with this policy.

(e) Vendor Site Visits

T&C reserves the right to inspect the vendor's place of business and/or production facilities to assure that good manufacturing standards and required food safety practices are being met. T&C reserves the right to make inspections of any facility during normal business or production hours of operation. Inspections will be arranged before a vendor is accepted, based on a company's size, distribution and location. These inspections could also take place at any point in our ongoing relationship with a vendor.

Failure to follow good manufacturing standards and required food safety practices acceptable to T&C's Director of Food Safety, is cause for termination of our relationship.



V. Current Associates: Our Ongoing Relationship

(a) Renewing Certificate of Insurance

Vendors are required to maintain insurance and provide current Certificates of Insurance complying with the requirements of Section IV(b) above. It is imperative that you submit an updated Certificate of Insurance whenever coverage is renewed or materially altered.

(b) Item Information and Universal Product Code (“UPC”)

It is important that suppliers have a unique UPC code for each item, that they understand the bar coding process, and are compliant with set standards. See section above for additional information concerning UPC requirements and procedures.

(c) Introducing New Items for Approval

Existing vendors wishing to bring new items to T&C must do so according to a process set up by their appropriate Specialist. Once T&C has decided to accept or reject the new item, the vendor will be notified.

Items introduced to the stores without approval will be treated as Non-Conforming Goods as defined in the Vendor Terms and Conditions and Indemnity Agreement.

(e) Product Samples

Suppliers will be required to provide one sample product for each new item being presented. If the product is too large to present, bring a detailed written product description or photographs that clearly show the packaging and product scan bar. If the product is perishable or does not have a distinct UPC barcode, the specialist will provide additional instructions.

Samples delivered to store retail locations must have an accompanying invoice.

Beer, Wine & Spirits samples are subject to further restriction and regulation. Please contact the Specialist for Beer, Wine & Spirits about policies and procedures.

(f) (h) Non-CPM Vendor Item Changes

Changes to items that aren't part of Unified Grocers CPM program must be communicated to T&C in writing at least 30 days in advance. Some changes significantly impact the way T&C processes and brings your item to market. Some changes require the vendor to present these items as new items. When communicating item changes, refer to the table below:



Change Type	Requires New Setup	Related Form
Consumer UPC Change	Yes	New Item Agreement Form
Vendor Description Change	Yes	New Item Agreement Form
Case Pack Change	Yes	New Item Agreement Form
Size Change	Yes	New Item Agreement Form
Case UPC Change	No	Vendor Item Information Change Form
Height, Width, Depth Change	No	Vendor Item Information Change Form
Order Code Number Change	No	Vendor Item Information Change Form
Natural, Organic, Kosher Indicators	No	Vendor Item Information Change Form

All New Item Agreement Forms must be directed to the Specialist for the item.

(i) Non CPM Vendor Cost Changes

T&C expects a 30-day minimum advance written notice for all cost changes. We reserve the right to require price protection for all price reductions. T&C realizes that certain highly perishable commodities cannot be cost managed 30 days in advance. Item cost changes in these situations are managed at the discretion of the specialist with every effort made by the vendor to provide accurate information in the timeliest fashion.

Cost changes are initiated by completing a Vendor Cost Change Form and sent via email to the Specialist 30 days prior to the effective cost change date.

(j) Non CPM Vendor Allowances – Post Offs

T&C strives to maintain long planning horizons and optimal pricing. Notice regarding allowances and trade funds must be communicated to the appropriate specialist as soon as available. An Allowance/Post Off Cost Change Form must be completed and sent via email to the Specialist 30 days prior to the effective allowance change date.

(k) Ingredient Change/Allergen Reporting

T&C requires a 30-day minimum advance written notice for all ingredient changes. Vendors must complete an ingredient change form to describe any product ingredients and or allergens when these are not clearly or completely described on a product label or packaging. This applies to scalable and non- scalable items. Send completed forms to the specialist. T&C reserves the right to edit ingredients to comply with the limits and capabilities of the existing scale system. The reporting of potential allergens and ingredients is entirely the responsibility of the vendor, is essential for food safety and allows T&C to safely serve its customers.

(m) Country of Origin (COOL) Labeling

The Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) amended the Agricultural Marketing Act of 1946 to require the Department of Agriculture’s Agricultural Marketing Service (AMS) to issue country of origin labeling guidelines for mandatory compliance in 2004 for beef (including veal), lamb, pork, fish, perishable agricultural commodities and peanuts. T&C



requires that vendors and suppliers comply with all requirements as mandated under the foregoing laws and any other applicable laws and regulations, and that they cooperate with T&C to accurately represent the origin of applicable commodities and items.

For reference, see <http://www.ams.usda.gov/cool/> and www.fmi.org, search “Country of Origin Requirements.”

(n) Commitments to Freshness

T&C is committed to the delivery of fresh merchandise to our customers. We require this commitment be shared by our vendors, suppliers and business associates. Perishable and highly perishable commodities, having fixed shelf life and “sell-by” standards, require particular attention by Specialists and suppliers. Specialists for these items may establish specific standards by vendor for shelf life, sell-by dates and ship-by dates to ensure the freshest product.

(p) DEX

T&C uses a system called DEX to aid in the receiving process. DEX involves the electronic transfer of an ‘894’ record from a delivery driver device to a T&C computer. The ‘894’ record details the contents of the delivery and appropriate charges. Once accepted, the ‘894’ record contents can be validated against the physical delivery.

DEX Setup

- Vendors must register with T&C as DEX participants.
- T&C then supplies the ‘894’ record layout.
- Testing is completed at a selected market.
- Activation date is coordinated.

(q) DSD Delivery Procedures

Upon delivery to any T&C retail location, each vendor will have all product scanned into the receiving system. All out-bound product must be removed prior before the receiving process. All credits should be supported by a Vendor-Authorized Credit Memo signed by both the Driver and Receiver or other authorized market personnel. There is to be no swapping of product. A credit invoice must be generated with an invoice number that is different from the receiving debit.

Receiving Areas

Each market has a core receiving area and a designated and labeled area for items being returned to vendors. These may include damaged items, outdated product, or other items being returned for credit or reclaim.

Vendors who require space outside the normal delivery area will make those arrangements with the market. While we recognize the need to flexibly stage deliverables, vendors will have a designated drop area where they consistently deliver (subject to change in T&C discretion). All deliveries are to be made to the receiving docks unless vendor is preapproved to use the front door and the delivery has been prearranged with market management. Each market has the right to refuse front door delivery for any reason.



Receiving Hours and Vendor Delivery Windows

Receiving hours are posted on receiving door(s). If the receiver is not available, the department manager or other certified receivers will be required to receive the product consistent with the established procedures.

Receiving times may be altered periodically in the discretion of market management.

Under special circumstances, arranged with the market on a vendor-by-vendor basis, vendors may deliver items outside the established hours. Without prearrangement, off-hour deliveries can be refused. If off-hour deliveries are to be immediately merchandised on the sales floor, the delivery agent must find a qualified employee to check in the order. If off-hour deliveries are to be dropped in the designated receiving areas and merchandised during normal hours, the vendor agrees to honor any discrepancies identified and documented by a qualified receiver. Vendors are encouraged to work with the market to schedule a preferred delivery window. Each market has the autonomy to build this schedule with the pool of delivery drivers that service that market. Vendors are encouraged but not required to make these windows. Vendors who make deliveries outside their preferred windows do so with the knowledge and understanding that the market receiving staff may be committed to receiving another vendor at that time.

Qualified and Competent Receivers

Each store maintains a list, accessible by the market management and PICs, of employees who have been trained to receive deliveries. At least one employee shall generally be available to receive deliveries during scheduled and posted delivery hours.

Accounts Payable Considerations

Accurate and timely processing of vendor payments requires that you comply with all accounts payable requirements and any other agreement between the vendor and T&C.

Two receiving receipts are generated from our Receiving System - one for the delivery driver, the other accompanies the vendor invoice and is submitted to bookkeeping by 2 p.m. daily.

Invoice Discrepancies

Discrepancies may occur between a vendor invoice and the data maintained about that item in T&C's database. Vendors are required to provide accurate costing either through Unified Grocer's CPM program or directly with us 30 days in advance of new charges appearing on invoices. Highly perishable items may vary from this 30-day rule at the discretion of a specialist. T&C agrees to honor the lowest cost for goods delivered as either presented on the vendor invoice or the last appropriate cost change communication from the vendor.

Potentially Hazardous / Refrigerated Products

All potentially hazardous (refrigerated) products must be delivered in refrigerated vehicles or in coolers containing dry ice or ice packs, and will be temperature checked upon arrival to ensure they have been properly held at 41°F or below (or such lower temperature as may be specified for a specific product). T&C's verification of temperature shall not relieve any vendor of its obligation to properly refrigerate, store and transport products.



If potentially hazardous products are delivered at a temperature above 41°F (or other specified temperature), they will be rejected and sent back to the distributor or manufacturer. No rejected potentially hazardous products may be re-chilled and returned to the market at a later time. Failure of T&C to reject improperly chilled products shall not relieve the vendor of its obligation to properly refrigerate, store and transport products.

If a vendor or distributor has product returned for inadequate temperature control or other food safety concerns on two or more separate occasions, or the vendor is suspected of re-chilling product that has at any point in the supply and delivery chain exceeded 41°F, the T&C Director of Food Safety may schedule a meeting and inspection of the food production facility.

Items Not-In-File

T&C will not accept goods that are not in file within T&C's item database. Non-UPC items are accepted at T&C's discretion as directed by a specialist or commodity contact. These non-UPC items will have an applicable PLU/velocity code established by the specialist prior to delivery. Items may be received without a UPC or PLU only under the rare circumstance that T&C has placed a special order to fulfill a customer request.

Refusal of Delivery

T&C has a strong customer service focus and we expect the same of our business associates. Specific items or entire deliveries can be refused for any reason outlined in the Vendor Terms and Conditions and Indemnity Agreement. These reasons may include:

- Unauthorized vendor
- Items do not relate to the order placed with the vendor
- Items are not in file
- Items without a valid UPC unless a store velocity code has been established prior to delivery
- Items that have been altered or misbranded
- Items contain defective or inadequate warnings, labeling, instructions, or safety guards
- Items, their ingredients, or components violate any law, regulation, or court or administrative order
- Items infringe on any third party's patent, trademark, copyright or other intellectual property right
- Items or orders have not been properly stored, packed, distributed, and transported
- Damaged items
- Perishable items have not been stored, distributed, and transported at temperatures less than 41°F (or other required temperature).
- Product involved in a safety recall
- Deliveries deviate from the store established receiving policies without advanced approval and consent
- Credits or spoils become excessive and driver refuses to issue a credit

System Unavailability

If for some reason, the DSD system is not operable at the time of delivery, the vendor invoice



will be used for proof of a delivery. The Receiver, or other designated personnel, must sign and stamp the invoice with the 'RECEIVED NOT ENTERED' stamp and complete the indicated fields.

(r) Vendor Site Visits

T&C reserves the right to arrange for site visits at the vendor's place of business and / or production facilities. See Section IV(e) above for further information pertaining to site visits.

VI. Notification of Supplier Changes

Merger, Acquisition and Divestiture of Product

T&C requires 60 days' advance notice if there are changes to a supplier's corporate name, address, broker, representative or legal structure changes (such as company mergers, company acquisition, bankruptcy or discontinuance of operations).

Changes outlined above must be communicated in writing on company letterhead and signed by an authorized agent of your company. The letter must include:

- Your company name and Tax ID or DUNS number
- Old company name and new company name
- Old company address and new company address
- All changes in remit-to address
- Statement of what is happening with change timelines

Failure to provide this written information in a timely fashion will result in delay of payment.

If there is a change of ownership and the new company is not an established T&C business associate, it will be treated as a new supplier and will be required to complete all the steps previously set forth in this document.

VII. Accounts Payable

(a) Invoice Requirements

To ensure timely and accurate processing of your invoices we require:

- Credit memos and payment invoices will be processed as separate transactions.
- All deliveries must be made specifically to the ordering store.
- Each document must have a unique and distinct invoice number.
- Each document must have an invoice date.
- Deliveries for items under different departments must appear on separate invoices.
- Each invoice/credit memo must have at least the company name, address, and telephone number stamped or printed on it. Handwritten entries cannot be accepted.
- Multiple deliveries cannot be combined on a single invoice.



- Product description and UPC should uniquely identify the product and be the same on delivery products and delivery invoice. Abbreviations of product description may be used. Brand or company identification should be on every line.
- The case pack should be identified on the delivery invoice. It should indicate the number of retail selling units contained in the delivery unit.
- Invoices must have extended prices, extended allowance and /or discount amounts if applicable, and an invoice total.
- Special orders must be on a separate invoice.
- We only accept original invoices.
- Deliveries are to be refused if there is not an acceptable invoice or packing slip.
- Samples must be on a separate invoice.
- Deliveries are to be refused if there is not an acceptable invoice or packing slip.
- Items ordered as in-store supplies, fixtures, or other store consumables (non-resell items) must appear on a separate invoice from resale merchandise.

(b) Payment Policies

Payment Due Date

The invoice due date will be calculated on the date on which the goods were received or the invoice date (whichever is later) and based upon the most favorable (from the perspective of T&C) of the purchase order or invoice terms. T&C will not send checks via overnight delivery services. Checks will be mailed weekly and are not available for pickup. In the event of any discrepancy between the terms of this handbook or a T&C purchase order on the one hand, and the vendor's invoice on the other, this handbook and the purchase order shall control.

Cash Discount Calculations: We calculate cash discounts on the gross invoice value of merchandise.

(c) Remit-To Address Changes

Remit-to address changes must be communicated in writing with a copy of the supplier's invoice reflecting the new remit-to address. No changes can be made by T&C AP and/or receiving systems until this written notification is received. Failure to provide this information may result in delayed payments.

If the ownership of the company changes and the new owner is not a T&C approved vendor, the company will be treated as a new business associate. The company will need to complete the steps at the beginning of this Vendor Handbook document outlining new item and vendor setup.

(d) Vendor Removal

Vendors can be removed from Accounts Payable system for, but not limited to, the following:

- Failure to comply with our established agreements
- Not having done business with T&C for such term as it may establish from time to time (for example, 24 months)
- At the discretion of a specialist



Once a vendor has been removed, it must go through the vendor setup to be re-established.

(e) Supplier Inquiries and Correspondence

Supplier inquiries regarding transactions, balances and discrepancies must be directed to the Accounts Payable Department. T&C is available to address supplier inquiries and concerns or suppliers may submit inquiries in writing - include supporting documents in your and allow 2-4 weeks for response. Telephone, email and facsimile inquiries will be placed with the written inquiries in the order in which they were received. In fairness to our suppliers, facsimile inquiries will not be processed ahead of written and/or telephone inquiries received on the same day. Supplier correspondence on open invoices must be initiated within 60 days of the initial invoice date and must reference the relevant invoice(s) by number. Inquiries not initiated within this period shall be considered stale and may be disregarded by T&C, in which event the delinquent vendor shall not be entitled to any payment, credit, or refund on account of the subject of the inquiry. By initiating business with T&C, each vendor accepts the foregoing limitation period, and waives any claim for payment, credit, or refund not initiated within such period.

(f) Accounts Payable Contact

Town & Country Markets Inc.
Accounts Payable
130 5th Ave South, Suite: 126
Edmonds, WA 98020

Fax: 425-640-0183
Phone: 425-409-2670
Email: accountspayable@tc-markets.com

(g) Interplay and Priority of Documents

If there is any inconsistency, ambiguity, discrepancy or error among the various documents memorializing the business relationship between T&C and its vendors, the vendor shall immediately seek clarification from T&C. In the event that T&C fails to clarify such discrepancy within a reasonable time under the circumstances, the parties shall give precedence to the documents in the following order of priority:

- (1) Any written, signed agreement between T&C and the vendor (including any agreement required by or referenced in this handbook);
- (2) Any purchase order issued by T&C and accepted by the vendor;
- (3) This handbook;
- (4) Any invoice issued by the vendor and accepted by T&C;
- (5) Any other general policies, guidelines, or instructions issued by T&C to its vendors generally.