

# SHOPKO Optical<sup>®</sup>

## **Vendor Partnership Manual**

## **1. Purpose of the Vendor Partnership Manual**

Shopko Optical is a leading provider of quality eye care services to communities for over 40 years.

The purpose of the Vendor Partnership Manual is to keep you, our valued vendor partner, better informed. We recognize that by developing a comprehensive terms such as this, the benefits can only be fully realized when both parties are committed to their side of the two-way street. These terms are intended to communicate Shopko Optical's requirements.

It is imperative that you review the manual and implement whatever changes are necessary to meet our business requirements. Failure to meet these requirements can result in delays in getting your product to our customers, data integrity issues with our on-hand inventory, or delays in issuing payment to you for your products.

## **2. Vendor's Acknowledgement**

The Vendor Acknowledgement is a form Shopko requires all vendors to complete, sign, and return prior to vendor set up. Please return this Vendor Acknowledgement to us at the address indicated on the form.

## **3. Initial Setup Form**

The Vendor Setup Form must be completed for all vendors.

The vendor should provide accurate address information to ensure that purchase orders, merchandise returns, correspondence and checks are sent to the correct address. Multiple addresses for each type are allowed. However, multiple Pay-to addresses must be reviewed with Accounts Payable prior to setup.

Vendor Setup Form Instructions:

- This form must be filled out electronically
- All areas of this form must be completed for a new vendor and submitted to [invoices@shopko.com](mailto:invoices@shopko.com)
- If additional vendor addresses are needed, use a second form

Any changes to these forms must be submitted in writing to [invoices@shopko.com](mailto:invoices@shopko.com).

- A vendor number will be assigned to each vendor to identify them within the system
- The vendor number appears on all checks and should be referred to when corresponding with Accounts Payable
- Verify the Pay-To Information at the top of the page for accuracy; this is where checks will be sent

## **4. Certificate of Insurance**

A Certificate of Insurance is required and must be submitted with the Vendor Setup form.

**\* Please note: General Liability Occurrence Limits must be at least \$2,000,000 and Shoptikal LLC and its affiliates must be named as an additional insured.**

Upon expiration of your existing insurance, a new form is required.

This form should be mailed to the following address:

Shoptikal, LLC  
700 Pilgrim Way  
Green Bay WI 54304  
Attn: Treasury Services

## **5. Terms and Conditions of Purchase Order**

The following Terms and Conditions will govern all transactions with Shoptikal, LLC d/b/a Shopko Optical and/or any of its affiliates (collectively "Shopko Optical") unless expressly agreed by the parties to the contrary. These Terms and Conditions are incorporated by reference into all written Shopko Optical Purchase Orders and electronic orders as if expressly set forth therein.

- 1. Purchase Order Authority.** Shopko Optical purchases goods through the medium of written purchase orders and electronic orders. These orders are not valid unless signed by at least one person authorized by Shopko Optical (hard copy) (written purchase orders and valid electronic orders are sometimes collectively referred to in these Terms and Conditions as "Purchase Order(s)"). Verbal orders will not be valid unless confirmed by our Purchase Order. Vendor acknowledges receipt and approval of Shopko Optical's Vendor Partnership Terms ("Vendor Terms"), the terms and conditions of which are incorporated herein by this reference.
- 2. Notification of Non Acceptance of Order.** If the Vendor finds it impossible to fulfill all of the terms and conditions of a Purchase Order, Vendor must notify [karin.hartman@shopko.com](mailto:karin.hartman@shopko.com) in writing within five (5) days of receipt of the Purchase Order. Failure to so object shall constitute Vendor's acceptance of the Purchase Order in its entirety. Any acceptance of the Purchase Order is limited to acceptance of the express terms contained thereon and in these Terms and Conditions. Absent a specific written agreement between Vendor and Shopko Optical, additional terms on Vendor's acceptance forms are objected to and rejected, but such proposals shall not operate as a rejection of this offer unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods, but shall be deemed a material alteration hereof, and this offer shall be deemed accepted by Vendor without such additional or different terms. If the Purchase Order is an acceptance of a prior offer by Vendor, this acceptance is limited to the express terms contained thereon and in these Terms and Conditions. Additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Purchase Order shall be deemed material and are objected to and rejected but the Purchase Order shall not operate as a rejection of Vendor's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods.
- 3. Unauthorized Early or Late Shipments.** Unless expressly approved in writing by Shopko Optical's Replenishment Department, for orders where a "Ship Window" or "Ship Date" is supplied all orders must be shipped within the "Ship Window Dates" or on the "Ship Date" on the face of the Purchase Order. For orders where an "Arrival Window" or "Arrival Date" is supplied, all orders must arrive within the "Arrival Window Dates" or on the "Arrival Date" on the face of the Purchase Order. On all orders which are not shipped within such ship window/date or do not arrive within such arrival window/date, Shopko Optical reserves the right (without authorization from Vendor, and without limiting its rights to seek further

recourse) to return the shipment at Vendor's expense, including incoming and outgoing freight and handling charges where applicable.

4. **Partial Shipments, Backorders, Overshipments.** Partial shipments, backorders and overshipments will not be accepted without Shopko Optical's written authorization, unless specifically authorized on the face of the Purchase Order. All authorized backorders, partials and overshipments will arrive on a prepaid basis, FOB Shopko Optical's dock. Partial shipments and overshipments when accepted must be shipped within indicated Ship Window dates or on the Ship date when supplied, or the order must arrive within the Arrival Window dates or on the Arrival date when supplied, unless otherwise approved in writing by Shopko Optical. Vendor shall be responsible for all transportation charges resulting from goods being forwarded in more than one shipment. Shopko Optical reserves the right (without authorization from Vendor, and without limiting its rights to seek further recourse) to return any or all overshipments at Vendor's expense, including incoming and outgoing freight and handling charges where applicable.
5. **Warranty, Indemnification and Insurance Provisions.** Vendor warrants that the goods and services covered under a Purchase Order will conform to applicable specifications, instructions, drawings, data and samples and will be merchantable, of good quality and workmanship, free from defects and fit and sufficient for purposes intended, as determined by Shopko Optical. All goods and services shall meet all federal, state, county and local laws regulating such goods or services, including without limitation all applicable testing, labeling and packaging requirements and requirements of the Fair Labor Standards Act and Consumer Product Safety Improvement Act of 2008. All goods and services will be provided in strict accordance with the terms and conditions of these Vendor Terms. These warranties shall be in addition to all other warranties, expressed, implied or statutory. Payment for, inspection of, or receipt of goods or services shall not constitute a waiver of any breach of warranty.

Vendor agrees to defend, indemnify and hold Shopko Optical harmless from and against all suits, losses, claims, causes of action, judgments, damages, penalties, costs, disbursements, expenses, and attorneys fees which may be asserted, alleged, demanded, claimed, recovered, or otherwise incurred or sustained by Shopko Optical as a result of Shopko Optical's use, purchase or sale of any of the Items, including without limitation, suits, losses, claims, causes of action, judgments, damages, penalties, costs, disbursements, expenses and attorney's fees related to or alleging: personal injury; property damage; infringement of any third party's United States patent, copyright, trade secrets, trademark or other intellectual property right; or violations of any federal, state or local laws, rules, ordinances, or regulations including those with respect to product safety, labeling, packaging, weight, quality and consumer protection.

If, for any reason whatsoever, a court of competent jurisdiction or governmental agency issues an order or injunction, whether final, preliminary or temporary, that prevents Shopko Optical from using, purchasing or selling all or part of any of the Items, Vendor, at its expense, shall at least take one of the following actions within thirty (30) days after issuance of such an order: (a) procure for Shopko Optical the right to continue using, purchasing or selling the Item (b) replace or modify the Items so that they can again be used, purchased or sold by Shopko Optical, provided that such modification or replacement does not materially degrade the quality of the Items, (c) after reasonable attempts have been made with respect to the foregoing alternatives, refund the purchase price paid to Vendor by Shopko Optical for remaining Items, less a reasonable allowance for use, if appropriate.

Vendor shall carry product liability insurance covering injury or damages to person(s) or property caused by or resulting from use of the Items with liability limits of not less than Two Million Dollars (\$2,000,000) per person, per occurrence, and Five Hundred Thousand (\$500,000) for property damage. Prior to delivery of any Item to Shopko Optical, Vendor shall deliver to Shopko Optical a Certificate of Insurance evidencing that the foregoing insurance is in full force and effect; that "Shoptikal, LLC and its affiliates" are named upon the insurance policy as an additional insured; that the coverage under said policy and the proceeds thereof shall be effective, in the event of any claim, as of the date of sale of any Item(s) causing injury or damages notwithstanding that as of the date of injury or damage said policy may have been canceled or coverage reduced. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered to Shopko Optical in accordance with the policy provisions. Upon receipt of any such notice, Shopko Optical, at its option, may cancel any purchase order

placed with Vendor for which delivery has not been made.

- 6. Prices.** The prices appearing on the face of a Purchase Order hereof (hard copy order), shall be binding on Vendor in the event Vendor accepts the Purchase Order and ships the goods, notwithstanding that the goods shipped is received and accepted at the destination with accompanying documents indicating prices in excess of the prices herein stated, unless prior to such shipment Shopko Optical has been advised of any such price increase(s) and has consented thereto in writing. Shopko Optical's acceptance of the goods shipped at prices in excess of the prices herein stated shall not be construed to be an acceptance of a counteroffer. Vendor warrants the prices at which it has agreed to sell product or services to Shopko Optical shall not reflect any purchaser directed cost increases, also known as "external loading" or "overbilling." In no event will the Vendor increase prices at the request of the purchaser in order to provide funding for other programs offered to Shopko Optical. Shopko Optical shall be given adequate advance notice of Vendor price changes in order to effectively manage order levels prior to a price change. Shopko Optical reserves the right to collect price protection for goods on hand or in transit at the time of a price decrease. In the event of a price increase, Shopko Optical shall be given a minimum of 30 days advance notice in writing. If this written notice is not given, Shopko Optical reserves the right to purchase at the previous lower price for 30 days after the price increases.
- 7. Packing and Marking Instructions/Casepack Variance.** Vendor shall mark all cartons with Vendor's name and goods return address, Shopko Optical's store number and location (if applicable), and the Purchase Order number. The number of cartons in each shipment must be shown on the packing slip included with each shipment. The packing slip must be securely fastened to the outside of the cartons and clearly identified by the notation "Packing Slip/List". The packing slip is to be completed at the same level of detail as the Purchase Order. Carton marking, packing list detail and/or packing list instructions not followed may result in delays in payments.
- 8. Invoicing Instructions.** A separate invoice is required for each store location of Shopko Optical receiving goods if stated on the face of a Purchase Order. Each invoice must show the Vendor number, store number, if applicable, the Purchase Order number and the number of cartons shipped under each invoice. The invoice is to be completed at the same level of detail and same sku sequence as the Purchase Order. Hard copies of invoices are to be sent to the ship-to address as shown on the Purchase Order. (NOTE: At this time, unless otherwise noted, Shopko Optical does not accept electronically transmitted invoices.) Failure to follow these instructions may result in non-payment of invoices.

In addition, Shopko Optical reserves its right to deduct amounts from any invoice related to non-performance as appropriate.

Upon completion of the set up process Vendor can select your preferred payment method. Vendor will need the Shopko Optical assigned vendor number prior to visiting <https://vendors.nvoicepay.com/enroll/Shoptikal>. Vendor will then be able to select from one of the following payment methods; check, ACH or credit card.

If Vendor has questions about the enrollment process or subsequent payments, please reach out to NvoicePay's support [vendorsupport@nvoicepay.com](mailto:vendorsupport@nvoicepay.com) or 866-626-6332.

**9. Steps to Ensure Timely Payment.**

- Enroll on nvoicepay.com as set forth in Section 8, above.
- Be sure all the information listed in the previous Invoicing Instructions appears on the Invoice.
- Only one Purchase Order per invoice is acceptable.
- Only one location (final "ship to" location) per invoice is acceptable.
- Non-PO invoices or invoices from In-store vendors should be left at the respective store at the time of delivery.
- Do not send duplicate invoices.

- Do not reuse invoice numbers within three years.
  - Make certain prices are the same as on the Purchase Order, the quantity shipped matches the invoice quantity, and the line order of items on the invoice is the same as the PO. Communicate all **cost** and **casepack** differences to your respective Shopko Optical buyer/replenishment specialist prior to shipment.
  - Make certain the correct Purchase Order Number is clearly indicated on each shipment.
  - Include a Packing Slip with UPC/SKU number, quantity, description, number of cartons, and shipment type (DC or Direct to Store).
  - Do not substitute items without advanced buyer/replenishment specialist approval.
  - Ship complete on each PO.
- 10. Termination.** Shopko Optical reserves the right to refuse shipment, terminate the Purchase Order or delay delivery or acceptance of any of the goods ordered for its convenience. In such event, Vendor shall immediately stop all work and observe any instruction from Shopko Optical as to work in progress.
- 11. Product Regulatory & Quality.** Each item purchased by Shopko Optical must meet all governmental regulations, industry standards and the standards set forth in these Vendor Terms. If the goods delivered do not meet the specifications or otherwise do not conform to the requirements of the Purchase Order, Shopko Optical shall have the right to reject or return such goods for a full credit. Nothing contained in the Purchase Order shall relieve in any way the Vendor from the obligation of independent testing, inspection and quality control. It is understood that Shopko Optical's right to return goods shall apply to all goods prior to resale or after resale. Upon the return of the goods, Shopko Optical shall have the right to charge back to Vendor the cost of such goods, a 10% consolidation fee plus any in or outbound freight charges.

**12. Confidentiality.**

In the course of business dealings with Shopko Optical, Vendor may obtain information or data with respect to Shopko Optical's business operations, which may include, without limitation, information about Shopko Optical's business, customers, sales and other financial performance, financial projections, descriptions of Shopko Optical's strategic plans, the identity of one or more other parties with whom Shopko Optical does business, descriptions of non-public transaction structure proposals, description of Shopko Optical's and other entities' business operations, financial performance figures, financial projections, business, customers computer systems, inventory systems, distribution networks, strategies, store operations, billing and receivable operations, systems development, healthcare information including claims, strategies, systems development, and software, technical systems and product development methodologies and strategies, marketing and operational procedures and strategies, financial information and projections, business plans, client lists and other similar information. Any such information, whether provided before or after the date of Vendor's acknowledgment, will hereinafter be referred to as the "Confidential Information." The Confidential Information is proprietary to Shopko Optical. Any disclosure or unauthorized use thereof may cause irreparable harm and loss to Shopko Optical.

a. Vendor shall hold all of the Confidential Information in strict confidence, and, except as expressly set forth herein, will not disclose such Confidential Information to any third person(s) (which term as used in this Agreement will be broadly interpreted to include without limitation any corporation, vendor, group, partnership, agency, or individual).

b. Vendor shall: (i) use the Confidential Information only in connection with goods and services provided to Shopko Optical; (ii) disclose the Confidential Information only to its officers, directors, and/or employees who need to know the Confidential Information to accomplish the Permitted use; and (iii) safeguard the Confidential Information with the same degree of care to avoid unauthorized disclosure as Vendor uses to protect its own Confidential Information of a similar nature; but in no case less than reasonable care. It is Vendor's responsibility to ensure that any officers, directors, or employees who have access to the Confidential Information will, prior to being provided with any or all of the Confidential Information, agree to be bound by the terms of this Agreement. Vendor shall not use the Confidential

Information in any respect to compete with Shopko Optical at any time or provide to a third party to compete with Shopko Optical.

c. Immediately after Vendor's use of the Confidential Information, or earlier upon written request by Shopko Optical, Vendor will return to Shopko Optical all of the Confidential Information, together with all copies, computer disks and/or summaries of the Confidential Information, without retaining any copy thereof.

d. Shopko Optical will use its best efforts to ensure the accuracy and completeness of the Confidential Information but Shopko Optical does not make and will not be deemed to have made any warranty as to the accuracy or completeness of any of the Confidential Information. Shopko Optical will not be liable for any damages arising out of the use of the Confidential Information disclosed hereunder.

e. Vendor will assume the liability for all damages, losses, costs, or expenses which result from: (i) the use of the Confidential Information by Vendor for any purpose other than the Permitted Use; (ii) disclosure of the Confidential Information by Vendor to third parties or entities, or (iii) the use of the Confidential Information by any person or entity other than Vendor, caused by the unauthorized disclosure or dissemination of same by any employees, agents, or contractors of Vendor.

f. The foregoing obligations of Vendor will not apply to the extent that the Confidential Information: (i) at the time of its disclosure by Shopko Optical to Vendor, is part of the public domain or, after disclosure by Shopko Optical to Vendor, becomes part of the public domain by publication or otherwise through no action or fault of Vendor; (ii) Vendor can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from Shopko Optical; or (iii) was received by Vendor from a third party having a legal right to transmit the information (Vendor must show that such Confidential Information was rightfully in its possession at the time of execution of this Confidentiality Agreement and was not subject to a non-disclosure obligation to Shopko Optical).

g. In the event that Vendor or anyone to whom it transmits any Confidential Information becomes legally compelled to disclose any of the Confidential Information, Vendor will provide Shopko Optical with prompt written notice before such Confidential Information is disclosed so that Shopko Optical can seek a protective order or other appropriate remedy. In the absence of a protective order obtained by Shopko Optical or Shopko Optical's failure to quash the legal process requiring disclosure or other measures effectively removing the legal compulsion, Vendor shall have no duty to resist the production of Confidential Information and the production thereof shall not constitute a breach of this Agreement.

Vendor acknowledges that these covenants are reasonable and necessary for the protection of the proprietary interests of Shopko Optical and that irreparable injury will result to Shopko Optical and its business if any provision of this Agreement is breached and agrees that if there should be any breach or threatened breach, Shopko Optical shall be entitled to an ex parte injunction prohibiting such conduct, in addition to any other remedies or damages available to it, and VENDOR will reimburse Shopko Optical for all court costs and legal fees, including reasonable attorney's fees, incurred in enforcing this Agreement or obtaining relief hereunder. Further, upon VENDOR'S breach of this Agreement, Shopko Optical shall be entitled to reasonable liquidated damages equal to an amount which is the greater of: (a) the amount of loss to Shopko Optical from the misappropriation of the Confidential Information, (b) the amount of gain by VENDOR or any third person(s) from the misappropriation of the Confidential Information, or (c) Fifty Thousand dollars (\$50,000.00).

All obligations undertaken respecting Confidential Information and other obligations of VENDOR hereunder prior to the date of such termination shall survive any termination of this Agreement and remain in effect for a period of five (5) years after disclosure of the Confidential Information.

- 13. Default.** If Vendor fails to perform as specified herein, Shopko Optical may, without limitation, and in addition to other remedies set forth herein or provided at law or in equity, (a) cancel a Purchase Order in whole or in part by written notice to Vendor and Vendor shall be liable to Shopko Optical for all damages, losses and liability incurred by Shopko Optical directly or indirectly resulting from Vendor's breach, or (b) obtain the goods ordered herein from another source with any excess costs resulting therefrom chargeable

to Vendor. Any sums payable to Vendor shall be subject to all claims and defenses of Shopko Optical, whether arising from this or any other transaction and Shopko Optical may off set and deduct any such sums against any present or future invoices or amounts owed to Vendor by Shopko Optical. If the amount owing to the Vendor is insufficient, the Vendor is to remit any such sums within 30 days to lockbox:

Shopko Optical  
PO Box 8402  
Carol Stream, IL 60197-8402

- 14. Records/Right to Audit.** Vendor shall maintain accurate and complete records reflecting Vendor's compliance with Shopko Optical's Terms and Conditions. Such records shall be made available to Shopko Optical for a period of four (4) years after Vendor's performance under this Purchase Order. Vendor agrees to include similar requirements in any subcontract Vendor enters into in furtherance of its performance hereunder.
- 15. Miscellaneous.** The Purchase Order and all terms and agreements set forth in these terms, constitute the entire agreement between the parties and can only be modified by a writing signed by both parties. No part of the Purchase Order may be assigned or subcontracted without the prior written approval of Shopko Optical. Shopko's failure or delay in insisting on any right shall not operate as a waiver of such right or any other right. Time is of the essence of a Purchase Order. The Purchase Order shall be governed by and construed in accordance with the laws of the State of Wisconsin. Vendor hereby agrees that any and all disputes arising under the Purchase Order shall be subject to adjudication only in the state courts of Brown County, Wisconsin or the United States District Court in Milwaukee, Wisconsin, and Vendor hereby consents to the exclusive jurisdiction of those courts.



## **6. Code of Ethics**

### **I. General Tenet**

**Any Vendor that produces or manufactures goods for Shoptikal, LLC, affiliates or agents (collectively “Shopko”) shall comply with all applicable laws, rules and regulations of the United States and any other country in which Vendor is doing business.**

- A. Vendor shall comply with all applicable laws including, without limitation, those relating to labor/child labor, worker health and safety, product safety, and the environment.
- B. Vendor will be held accountable for the operations of their factors and all subcontractors and will be required to implement a monitoring program to ensure that all contractors are in compliance. This monitoring program shall include periodic and ongoing inspections of all production facilities. Any violations of the standards and principles set forth herein shall be promptly reported to Shopko. The absence of a report shall be construed as your affirmative certification that all facilities are in compliance. Vendors’ subcontracts with other manufacturers shall require compliance with this Code of Vendor Ethics.
- C. Shopko Optical and/or any of its representatives or agents will be allowed unrestricted access to Vendors’ facilities and to all relevant records at all times, with or without advance notice.

### **II. Wages & Hours**

**Vendor shall continually monitor and ensure all factories and all subcontractors comply with all applicable laws regarding wages, overtime pay, and working hours of the countries in which they are doing business. This includes, but is not limited to, proper minimum wage and overtime pay as dictated by law; proper time off, and to ensure the health and safety of all workers. To ensure compliance, Vendor must monitor all factories and subcontractors through an ongoing inspection and record keeping program.**

- A. Vendor shall pay workers at least the applicable minimum legal wage established by the country within which the workers perform services.
- B. Vendor shall pay workers overtime and any other legally required pay (e.g. incentive, piece rate, and holiday). Overtime pay rates shall be calculated pursuant to law and will be higher than rates established for a regular shift.
- C. Workers may not be forced to work in excess of 12 hours in any 24 hour period.
- D. Workers shall be allowed a minimum of 24 consecutive hours of rest in each calendar week.
- E. Vendor shall maintain accurate payroll records in accordance with applicable laws for every worker and for each pay period which reflects, at minimum, amount paid, days and hours worked, wage or rate earned per day, hours of overtime, other types of income, and any legal or contractual deductions from pay. Such records shall be retained and kept available for audit for a period of at least three (3) years after work is performed.
- F. Vendor shall provide every worker with a wage statement in accordance with applicable laws which includes, at minimum, the requirements set forth in section E above. If no such law exists, Vendor shall nevertheless provide access to such payroll records at the worker’s request.

**III. Child Labor**

**Vendor shall not employ workers who are under the applicable minimum legal age requirement. If the laws of the country within which the Vendor is doing business do not state a minimum legal working age or if the minimum legal working age is below the age of 14, Shopko will set its own minimum age standard of at least 14 years old. Notwithstanding the minimum age standard of 14 years, Vendor must also adhere to any and all other child labor laws.**

- A. Every worker employed by Vendor shall meet the minimum legal working age requirement or be at least 14 years of age, whichever is greater.
- B. Vendor shall comply with all applicable child labor laws, including those related to hiring, wages, hours worked, overtime and working conditions.
- C. Vendor shall keep accurate employment records of every worker which includes official documentation of the worker's date of birth. If no such official documentation is available in the worker's country, age must be confirmed by using another reliable method, which must be disclosed in the worker's employment record. Such records shall be retained and kept available for audit for a period of at least three (3) years after work is performed.

**IV. Forced Labor/Prison Labor**

**Vendor shall hire only those workers who seek employment on a voluntary basis. Vendor shall not hire, contract or use any forced, prison or indentured labor. No worker will be required to remain in Vendor's employ for any period of time against his or her will.**

- A. Vendor shall not utilize any involuntary labor, including prison labor, debt bondage or forced labor in the production or manufacture or in its contracting, subcontracting or other relationships for the manufacture of its products.

**V. Disciplinary Practices**

**Vendor shall not use corporal punishment or any other form of mental or physical coercion against its workers.**

- A. Vendor shall not engage in or permit physical acts to punish, discipline or coerce workers.
- B. Vendor shall not engage in or permit mental coercion or any other type of non-physical abuse against workers. Such mental coercion may include, but is not limited to, verbal threats and harassment.

**VI. Discrimination**

**Vendor's employment practices shall provide workers and job applicants with equal opportunity. Employment decisions and practices will be based on the worker's/applicant's ability to do the job, rather than on non-job related characteristics or beliefs.**

- A. Employment practices shall include, without limitation, recruiting, hiring, wages, and other forms of compensation, promotions, demotions, transfers, layoffs, terminations, training and worker facilities.
- B. Vendors' employment practices shall be made without regard to race, color, national origin, gender, religion, age, marital status, and any other unlawful basis.

**VII. Worker Safety and Health**

**Vendor shall comply with all applicable laws regarding working conditions and shall furnish all workers with a safe and healthy working environment. Where applicable, Vendor shall furnish workers with safe, healthy and adequate housing.**

Working Environment:

- A. Vendor shall comply with all applicable laws and regulations regarding working conditions, including without limitation, worker safety and health, sanitation, fire safety, worker protection, and electrical, mechanical and structural safety.
- B. All work areas shall be well lit and adequate for the safe production of merchandise.
- C. All work areas shall have sufficient windows, fans, air conditioners or heaters for adequate circulation, ventilation and temperature control.
- D. All work areas shall have sufficient exits for emergency evacuations of workers. Each exit shall be clearly marked and emergency lights shall be placed above all exits and stairwells. Emergency exit routes should be conspicuously posted in all work areas.
- E. Aisles, exits, stairwells, and restrooms shall be kept clear of any and all items that could restrict and/or obstruct access.
- F. Doors and exits shall be kept unlocked during all working hours.
- G. Fire extinguishers shall be appropriately maintained, highly visible and readily accessible to all workers.
- H. Fire alarms shall be installed and maintained on each floor.
- I. Evacuation procedures shall be effectively communicated to all workers at least annually.
- J. Workers shall receive appropriate protective gear and equipment (e.g. masks, gloves, goggles, ear plugs, and rubber boots) and instructions for its use.
- K. Machinery and equipment shall have the appropriate safety devices installed, shall be inspected regularly and shall be serviced as needed.
- L. Workers shall have reasonable access to safe drinking water throughout the working day.
- M. Vendor shall maintain adequate medical facilities or, at minimum, one well-stocked first aid kit on every floor. Vendor shall have trained staff to deal with basic medical emergencies and shall have procedures for dealing with serious injuries that require outside medical treatment.
- N. Vendor shall maintain sufficient clean and sanitary restrooms and shall provide reasonable access to workers throughout the day.
- O. Hazardous and combustible materials shall be stored and disposed of in accordance with applicable laws. In the absence of such laws, all materials which pose a health risk shall be stored in secure receptacles and in ventilated areas and will be disposed of in a safe manner.  
  
Housing (if applicable):
- P. Vendor shall comply with all applicable laws and regulations regarding safe and healthy housing facilities, including without limitation, fire safety, sanitation, and electrical, mechanical and structural safety.
- Q. The housing facility shall have sufficient windows, fans, air conditioners or heaters in all sleeping areas for adequate circulation, ventilation and temperature control.
- R. The housing facility shall have sufficient exits for emergency evacuations. Each exit shall be clearly marked and emergency lights shall be placed above all exits and stairwells. Emergency exit routes should be conspicuously posted in appropriate areas (e.g. common areas, sleeping areas).
- S. All exits, stairwells, and public restrooms shall be kept clear of any and all items that could restrict and/or obstruct access.
- T. Fire extinguishers shall be appropriately maintained, highly visible and readily accessible to all sleeping areas.
- U. Fire alarms shall be installed and maintained on each floor.

- V. Vendor shall provide residents with access to their housing facility at all times during the day with the exception of reasonable limitations imposed for safety.
- W. All applicable laws relating to living space, sleeping space, beds/mats, storage space and the like shall be adhered to.
- X. Residents shall have reasonable access to safe drinking water throughout the day.
- Y. Sufficient restroom facilities shall be sanitary, well-maintained and adequately stocked at all times.
- Z. Vendor shall maintain sufficient clean and sanitary restrooms and provide reasonable access to residents.

**VIII. Product Safety**

**Vendor shall comply with all applicable Federal and State product safety laws and regulations.**

**IX. Environment**

**Vendor shall comply with all applicable environmental laws and regulations.**

**X. General Business Ethics**

**Shopko Optical employees and its agents are expected to follow ethical practices in conducting business with its vendors. In the event of an impropriety or appearance of impropriety, vendors are encouraged to contact Shopko's Chief Financial Officer to discuss any concerns.**

**Vendor shall limit gifts, if any, to Shopko Optical employees to a nominal value. This includes business entertainment and other accommodations to Shopko Optical employees. In no event shall a vendor provide solicited gifts to Shopko Optical employees.**

**Should a vendor not be satisfied with the response being received as a result of elevating an issue or receive an unsolicited offer from a Shopko Optical employee that is in violation of the above principles, vendor is encouraged to contact Shopko's Chief Executive Officer.**

**XI. Anti-Bribery and Anti-Corruption**

Vendor shall not, nor shall any person on behalf of Vendor in connection with work for Shopko (including, without limitation, its employees, affiliates, and agents):

- A. offer, promise, give, request, agree to receive or accept any financial or other advantage to/from any person with the intention of influencing a person (who need not be the recipient of the advantage) to perform his or her function improperly, or where the acceptance of such advantage would itself be, improper, or
- B. offer, promise, or give any financial or other advantage to a public official (or to any other person at the request of, or with the acquiescence of, a public official) with the intention of influencing that official in the performance of his or her public functions,

In either case, with a view to obtaining or retaining business or any form of commercial advantage for Shopko Optical. Vendor understands that the penalties for violations of this provision are severe and include termination of its relationship with Shopko Optical as well as any agreements or purchase orders, and further agrees to indemnify Shopko Optical for any loss that Shopko Optical may incur as a result of Vendor's non-compliance with this provision.

**XII. Enforcement**

Shopko Optical will not do business with any vendor who knowingly engages or contracts with companies who knowingly engage in practices that violate any applicable law. Further, if it is determined that any vendor or company which produces or manufactures Shopko Optical goods on behalf of Vendor has materially violated the standards and principles outlined in this Code, Shopko Optical may, at its option and without limitation, terminate or suspend the business relationship with Vendor, terminate current production of Shopko Optical goods, cancel all outstanding orders with Vendor, refuse and return any shipment of Vendor's goods, or require immediate corrective action to be taken.



## Vendor Partnership Manual

# Vendor's Acknowledgement

As a duly authorized representative of [ \_\_\_\_\_ ] ("Vendor"), a vendor of Shoptikal LLC (herein referred to as Shopko Optical), I hereby acknowledge receipt and approval of Shopko's Vendor Partnership Terms (the "Terms") and certify that Vendor is and will remain in compliance with the standards and principles outlined therein.

Vendor acknowledges that these Terms contain important agreements regarding numerous aspects of Vendor's business relationship with Shopko Optical, including (without limitation) purchase order terms, indemnification, business ethics, and billing. Vendor's signature below shall constitute Vendor's agreement to comply with and be bound by all of the agreements, terms and conditions set forth herein. Vendor agrees that failure to comply with any provision contained in these Terms may result in, without limitation, Shopko Optical's termination or suspension of the business relationship between Shopko Optical and Vendor, termination of current production of Shopko merchandise, cancellation by Shopko Optical of all outstanding orders with Vendor, refusal and return of any shipment of goods from Vendor and/or implementation of, or demands for, immediate corrective action.

Vendor acknowledges and agrees that Shopko Optical may amend, modify or otherwise revise these Terms from time to time and any amendments, modifications and revisions to these Terms as set forth on Shopko Optical's web site ([www.Shopko.com](http://www.Shopko.com)) shall be incorporated into and become a part of these Terms without further action by Vendor or Shopko Optical. Vendor further acknowledges and agrees that adherence to such amendments, modifications and revisions shall be the Vendor's responsibility.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name Printed

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_

Facsimile Number: ( ) \_\_\_\_\_

**After signing and completing this Vendor's Acknowledgement form, please return to:**

Shoptikal LLC  
700 Pilgrim Way  
Green Bay, WI 54304  
Attn: Merchandising

**Or email to: [lois.woldt@shopko.com](mailto:lois.woldt@shopko.com)**

If you have any questions, call Buyers Assistant (920) 429-7810. Shopko Optical must have on file your Vendor's Acknowledgement, Vendor Setup form and Certificate of Insurance. The original copies (with ballpoint signature) of the Acknowledgement Agreement must be sent to Merchandising.

Notice: Any changes, revisions, modification and/or alterations to the Vendor Terms or this Acknowledgement made by the Vendor will not be accepted and will be returned to the Vendor.

Shopko Optical Use Only: Vendor Number \_\_\_\_\_