

Wakefern Food Corp.
EDI Trading Partner Guidelines

I. Whenever Wakefern Food Corp. (herein after "Wakefern") receives an electronically transmitted invoice, it will confirm the invoice within one (1) business day by responding electronically to the mailbox Vendor has identified and provided for its account. Wakefern's electronic transmission of its confirmation shall constitute its Signature. Vendor must notify Wakefern of any lack of confirmation within one (1) business day. Wakefern considers any failure to object within the specified time period as conclusive evidence that the invoice is authentic and that the electronic transmission of said invoice constitutes Vendor Signature. Each party expressly agrees that the Signatures as described herein shall be sufficient to verify that such party originated such document. If Vendor receives no such confirmation, it is the Vendor's responsibility to contact Wakefern or to resubmit invoice.

II. Vendor agrees that its properly transmitted invoice constitutes a "writing" and that, when such invoice is sent as provided in Paragraph 1, it is a "Signed Document". Vendor also acknowledges that its invoice constitutes an "original" when printed from electronic files or from records established in the normal course of business. The parties agree that Signed Documents may be introduced as evidence on paper in any judicial or other proceedings to the same extent and under the same conditions as other business records originated and maintained in documentary form.

III. Whenever Wakefern sends an electronically transmitted purchase order, it expects confirmation the order

was received within one (1) business day by responding electronically to the mailbox Wakefern Food Corporation has identified and provided for its account. The Vendor's electronic transmission of its confirmation shall constitute its Signature. Wakefern will notify Vendor of any lack of confirmation within one (1) business day. If Wakefern receives no such confirmation, it will be Wakefern's responsibility to contact the Vendor or to resubmit its order.

IV. Wakefern agrees that its properly transmitted purchase order constitutes a "writing" and that, when such order is sent as provided in Paragraph 3, it is a signed document. Wakefern specifically agrees to be bound by its "Signed Document". Wakefern also acknowledges that its order constitutes an "original" when printed from electronic files or from records established in the normal course of business. Vendor agrees to be bound by the following E.D.I. Purchase Order terms and conditions.

V. Upon proper receipt of transmission, each party is responsible for storing the transmission according to IRS/National archive guidelines. However, in the event that dispute arises after Vendor has discarded its data, Vendor agrees that such dispute will be controlled exclusively by Wakefern is stored data.

VI. Each party shall be liable to the other for the acts or omissions of its Third Party Service Provider with respect to that Third Party Service Provider's conduct in connection with such party's performance under these guidelines.

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VII. If any problem impedes either party from communicating electronically with the other, the party seeking to communicate agrees: (1) to alert the other party or its Third Party Service Provider; and (2) to communicate all transactions by the most expeditious and commercially reasonable means available until the problem is solved.

VIII. Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising or resulting from any delay, omission or error in the electronic transmission or receipt of any documents pursuant to these guidelines, even if either party has been advised of the possibility of such damages.

IX. Non-Disclosure: Shared Data

Vendor shall be liable for any special, incidental, exemplary or consequential damages arising or resulting from any delay, omission, error or breach of confidentiality in E. D. I. Shared Data transmissions or receipt of any documents in regards to Shared Data pursuant to these guidelines. Any generation of purchase orders as a result of Shared Data will be governed by these guidelines.

X. Either Party may modify its election to use, not use or change Third Party Service Provider upon 30 days prior written notice.

XI. Each Party is responsible for the costs of any Third Party Service Provider with which it contracts unless otherwise set forth in writing and signed by both parties