

**WAKEFERN FOOD CORPORATION  
LETTER OF AGREEMENT REGARDING GUARANTEED  
SALES/PROMOTIONS  
(INCLUDES SEASONAL SALES AND CONTINUITY PROGRAMS)**

**It is understood that in order for the undersigned Company to transact business with Wakefern Food Corporation, all reclamation returns of the undersigned product which result will be held at a reclamation center designated by Wakefern Food Corporation for a period so stated on the reclamation invoice for review and disposition (product will not be available for review if Option 1 or 2 has been selected). The undersigned company will contact MRS at 732-563-6900 for disposition. The undersigned company will pay all freight charges for merchandise returned to its facility if so requested. If the undersigned company chooses to not have the merchandise returned to its facility, or if the undersigned company fails to contact the reclamation center within the stated time limit on the reclamation invoice, the reclamation center will be allowed to dispose of the merchandise in any manner it sees fit with no liability attached.**

**In either case, the undersigned company will forward a check to Wakefern Food Corporation for payment in full for any merchandise remaining or for any difference between seasonal monies held and product returned once each program has ended. If Wakefern Food Corporation ceases conducting business with the undersigned company, the undersigned company will forward to Wakefern Food Corporation, upon notification any monies associated with "Price Plus" or other promotions which take place during each program. It is the joint responsibility of both the Wakefern Buyer and the Vendor to detail all programs and to have signed agreements attesting to the same. The undersigned company will be held legally liable for said payment within 10 days of notification by representatives of Wakefern Food Corporation.**

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**Printed Name of Authorized Representative**

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**Signature of Authorized  
Representative**

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**Signature of Wakefern  
Product Manager**

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**Vendor Company Name**

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**Date**

**This letter of agreement must be signed by all vendors and brokers conducting business with the Wakefern Food Corporation General Merchandise Division. Provide one copy to the vendor; one copy to the Wakefern Food Corporation reclamation administrator and retain a copy in a centralized area of your department**