



# Supplier Guide



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## **Supplier Terms & Conditions**

This purchase order (the "Purchase Order") is issued upon and is subject to the following terms and conditions:

### **DEFINITIONS**

Whenever used herein, the following terms shall have the following meaning:

"Seller" shall mean the seller identified on the face hereof;

"Buyer" shall mean Lifecore Biomedical, LLC. or any affiliate identified on the face hereof;

"Delivery Date" shall mean the delivery date stated on the face hereof and, for Services, shall mean the completion thereof and delivery To Buyer;

"Goods" shall mean the tangible personal property and other items, as well as any labor or services, in either case, or both (as the case may be) set forth on the face hereof.

Terms and conditions herein contained applicable to Goods shall also apply to Services (defined below);

"Services" shall mean any Goods which consist of labor or services, or both (as the case may be) set forth hereof. Terms and conditions contained herein applicable to Services apply only to such Services.

### **1. TAXES**

Unless otherwise noted on this Purchase Order, Buyer is not exempt from Federal and Provincial sales tax, the Seller or Vendor of goods and/or services to the Buyer shall include the applicable sales tax in the price of all taxable items. The Seller shall be responsible for payment by itself and its subcontractors of all income taxes, sales and use taxes, franchise and personal property taxes, all employment taxes, contributions, and similar taxes or contributions imposed in connection with this Purchase Order. The Seller shall defend and indemnify the Buyer and hold the Buyer for all liability for such taxes and contributions and for all interest and penalties imposed or attempted to be imposed upon the Buyer on account of Seller's failure to pay and/or withhold such taxes and contributions.

### **2. ACCEPTANCE**

This order, when accepted by the Seller, shall constitute the entire contract between the Buyer and Seller as agreed to and shall not be altered, amended, supplemented, or cancelled without the written approval of Buyer. Either the Seller's written acceptance of this order or the shipment of any confirming article and/or commencement of performance hereunder shall constitute acceptance of this contract. No contrary or additional terms or conditions shall apply.

### **3. CHANGE ORDER**

The Buyer may by written Change Order, make any changes in the Purchase Order including additions to or deletions from the quantities ordered. The price specified in the Purchase Order shall be adjusted pro rata if the change is in quantity or by mutual agreement if the character or Goods are changed. No adjustment will be

made in favor of the Seller with respect to Goods which are from the Seller's standard stock. No such Change Order of this Purchase Order shall relieve the Seller of its obligations as to any Goods that have been delivered. Any claim for adjustment must be asserted within (30) days from the date of Buyer's cancellation. The Buyer may from time to time, by written instructions or drawings issued to the Seller, make changes, issue additional instructions, require additional work, or direct the omission of work previously ordered. The provisions of this agreement shall apply to all such written modifications.

#### **4. CANCELLATION**

The Buyer reserves the right to cancel all or any part of the undelivered portion of this Purchase Order if the Seller does not make deliveries by the Delivery Date or as otherwise specified, or if the Seller breaches any of the terms hereof, including without limitation, the warranties of the Seller. Buyer may cancel the Purchase Order for its convenience, in whole or in part, at any time, in whole or in part, by written notice to Seller, including by facsimile or e-mail, or orally or by telephone so long as such cancellation orally or by telephone is promptly confirmed in writing by Buyer. No adjustment will be in favor of the Seller with respect to any goods which are the Seller's standard stock. No such termination of this agreement shall relieve the Seller of its obligations as to any Goods that have been delivered. Any claim for adjustment must be asserted within (30) days from the date of Buyer's cancellation.

#### **5. CONFIRMATION, SHIPPING AND DELIVERY**

Seller shall advise Buyer within 2 Business Days of receipt of Buyer's Purchase Order to confirm pricing and confirm if it is unable to deliver Goods in the quantities or on the dates specified in the Purchase Order. If in order to comply with Buyer's required Delivery Date, it becomes necessary for Seller to ship a more expensive way than specified in this Purchase Order, any increased transportation costs resulting therefrom shall be paid by Seller unless the reason for such rerouting or expedited handling has been caused by Buyer. Time is of the essence in this contract, and if delivery of items or rendering of services is not completed by the stated Delivery Date, Buyer reserves the right without liability, in addition to its other rights and remedies, to terminate this contract by notice effective when received by Seller as to Goods not yet delivered or Services not yet completed and to purchase, in its judgment, substitute Goods or Services elsewhere and charge Seller any loss incurred. Seller will plainly indicate Buyer's name, Buyer's issued purchase order number on all bills of lading, all Goods shipped pursuant to said Purchase Order and on all invoices and freight bills. Each shipment and invoice and all documentation must include a memorandum showing at a minimum, the Seller's name, contents of packages(s) or Services and Buyer's name and Purchase Order number. Partial shipments must be identified as such on shipping memorandum and invoices. Title and risk of loss of Goods shall pass to Buyer upon receipt at the Buyer's location or at the designated point specified by Buyer. Buyer's count will be accepted as final and conclusive on all shipments not accompanied by a packing slip list. Unless expressly provided for to the contrary on the face of this order, all shipments are to be made F.O.B. destination, and the Seller shall bear all the cost for cartage, boxing, or containers as required. Clean, functional, and appropriate weight bearing plastic pallets are required for all palletized deliveries.

#### **6. ADDITIONS**

No extra work, additions, or alterations will be paid for by Buyer unless performed pursuant to and in accordance with the written order of Buyer.

## **7. PAYMENT AND INVOICING**

Net 45 days from receipt of invoice, or the date of completion of delivery of all items in a satisfactory condition whichever is later. Delay in receiving invoices or any other data required such as copies specified, or errors and omission on either, will be considered just cause for withholding payment without loss of cash discount privilege. All claims for money due or from Buyer shall be subject to deduction by Buyer for any setoff or counterclaim arising out of this or any other of Buyer's Purchase Orders with Seller. Seller shall invoice Buyer no more frequently than monthly for Goods sold to Buyer under this Purchase Order at the address indicated. Invoices must be mailed to Accounts Payable, 3515 Lyman Blvd., Chaska, MN. 55318 or emailed to: [ap@Lifecore.com](mailto:ap@Lifecore.com) (unless otherwise specified) the day shipments are made. Individual invoices will be issued for each shipment and each order.

## **8. WARRANTIES-GOODS**

Unless otherwise noted on this Purchase Order, the Seller hereby warrants to the Buyer that all equipment and/or services provided hereunder: (a) shall be merchantable, fit and safe for the purpose for which it is manufactured; (b) shall be new; (c) shall conform in all respects to the drawings, specifications and terms of this Purchase Order; and (d) shall be free from defects in design, materials and workmanship until the expiration of twelve (12) months after the date on which it was placed into service for the purpose for which it was purchased. If any item or any part thereof fails to meet the foregoing warranties and the Buyer so notifies the Seller within reasonable time after such failure, the Seller shall promptly correct such failure at its sole expense, including all shipping costs associated with such correction. Seller further warrants that it has good title to the Goods supplied and that they are free and clear from all liens and encumbrances. These warranties shall survive acceptance and payment by Buyer and shall be in limitation of any other or additional rights Buyer may have at law or in equity.

## **9. WARRANTIES-SERVICES**

Seller represents and warrants that, with respect to all Services, it shall perform such Services in a professional, workmanlike manner, with the degree of skill and care that current, good and sound professional manner and in accordance with current, good and sound professional procedures, and so complete and deliver them to Buyer by the Delivery Date, unless otherwise set forth on the front hereof or Buyer in writing otherwise consents. Further, Seller represents and warrants that it shall perform and complete the Services and deliver them to Buyer in accordance with the specifications, including the Delivery Date, and such Services shall be correct and appropriate for the purposes contained in this Purchase Order, notified by the Buyer to Seller, or otherwise within Seller's knowledge. Seller represents and warrants that the performance of Services set forth in this Purchase Order will not conflict with, or be prohibited in any way by, any contract or statutory obligation to which Seller is bound.

## **10. OWNERSHIP OF INTELLECTUAL PROPERTY**

To the extent the Services by Seller and its employees or contractors include the creation, development, modification or other activity pertaining to computer software or other patentable or copyrightable work, Seller acknowledges that Buyer owns such computer software, including but not limited to source codes, object code, software documentation and other patentable or copyrightable works, and all related intellectual property, all which for all purposes shall be deemed to have been created by Seller for or on behalf of Buyer as works made for hire. Neither Seller nor its employees or contractors shall have any right, title or interest in any such work, and Seller and its employees and contractors hereby assign any and all such rights in and any inventions and creative works to Buyer, free of all liens, encumbrances and claims of ownership or right to use by Seller and any

third party. Upon Buyer's request, Seller and each of its employees and contractors performing such Services for Buyer shall execute all documentation requested by Company to further document and/or perfect such assignment and ownership by Buyer in and to such inventions and creative works.

#### **11. INDEMNIFICATION**

The Seller warrants that Goods and/or Services furnished under this Purchase Order do not infringe any patent, trademark, trade dress, trade name, copyright, intellectual property rights, and agrees to indemnify and save harmless the Buyer and its officers, employees or agents from any and all claims, suits, liabilities, damages, losses or costs incurred by Buyer or any person(s) on account of the use or sale of such Goods and/or Services by the Buyer or its officers, employees or agents in violation of any such rights. Seller shall defend, indemnify and hold harmless Buyer against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from defects in the Goods or Services purchased hereunder, or from any act of Seller, its agents, employees or subcontractors. The Seller agrees to indemnify and hold the Buyer harmless against all claims, demand, actions, costs and damages for injury or damage to persons or property arising out of relating to the Seller's performance of this Purchase Order. Buyer's rights to be indemnified and held harmless by Seller shall be in addition to the warranty obligations of Seller and to any or additional rights Buyer may have at law or in equity.

#### **12. MATERIAL SAFETY DATA SHEETS**

Seller shall provide Buyer with a complete and accurate Material Safety Data Sheet for each of the Goods sold hereunder and shall label each of the Goods as required by applicable law, regulation or standard. Seller's failure to supply such Material Safety Data Sheet or to do so label the Goods shall be deemed to constitute Seller's express warranty, representation and covenant that each of the Goods sold hereunder is exempt from such law, regulation or standard.

#### **13. GOVERNING LAW**

This Purchase Order shall be interpreted and enforced under the internal laws of the State of Minnesota without regard to conflicts of law provisions of any jurisdiction.

#### **14. EXPEDITING AND INSPECTION**

At the discretion of the Buyer, this Purchase Order shall be subject to physical inspection and the right to witness all tests by the Seller involved in performance of the Purchase Order. The Seller is liable for all transportation charges incurred as a result of the shipment to Buyer and the return of Goods rejected by Buyer because not in compliance with the specifications or other requirements of this Purchase Order. The Seller also agrees, upon reasonable notice from the Buyer, to allow the Buyer or duty appointed agents for the Buyer access to all facilities of the Seller and any subcontractors to the Seller that are involved in the production, manufacture, and storage of Goods and/or services sold to Buyer for purposes of inspection and verification of said facilities for the capability of producing quality goods and/or services.

#### **15. ASSIGNMENT**

Seller shall not delegate any duties nor assign any rights or claims under this Purchase Order, without the prior written consent of Buyer, and any such attempted delegation or assignment without Buyer's prior written consent shall be void.

## **16. DELAYS**

Neither party shall be liable for delays or defaults in the performance of this contract due to strikes, fires, accidents or other causes beyond its reasonable control and without its fault or negligence.

## **INSURANCE**

The Buyer requires the Seller, when any portion of this agreement is performed on the premises of the Buyer, to carry adequate worker's compensation, public liability, and property damage insurance. The Buyer shall not be liable for damages to, destruction of, or loss of any property of the Seller from any cause whatsoever. Upon request by Buyer, the Seller shall provide Certificate of Insurance evidencing the required insurances and providing the thirty (30) days written notice of cancellation to Buyer.

## **17. BANKRUPTCY**

In the event of any proceedings in bankruptcy or insolvency by or against the Seller, or in the event of the appointment (with or without the Seller's consent) of an assignee for the benefit of creditors, or of a receiver, Buyer may cancel this order for default without liability.

## **18. NO CONSEQUENTIAL DAMAGES**

In no event shall Buyer be liable for anticipated profits or for incidental, special or consequential damages arising from any cause whatsoever.

## **19. ENTIRE AGREEMENT**

This agreement, including these *Additional Terms and Conditions*, the specifications and any supplemental terms and conditions incorporated by Buyer into an attachment hereto, specifically incorporated by reference herein, constitutes the sole and entire agreement between the parties. The Seller's quotation is incorporated in and made part hereof only to the extent of specifying the nature and description of the Goods ordered and only to the extent that such terms are consistent with terms hereof. No other terms and conditions shall be binding upon the Buyer unless accepted by it in writing. Any provision herein for delivery of Goods or the rendering of Services by installments shall not be construed as making the obligations of the Seller severable. Should any of the Terms and Conditions herein conflict, in whole or in part, with the Terms and Conditions of the Seller's quotation, confirmation, acceptance or other document, the provisions contained on the front of this Purchase Order and Terms and Conditions herein shall prevail.

## Change Notification Policy

Lifecore Biomedical, LLC (Lifecore) manufactures and markets regulated medical devices and pharmaceuticals that fall under the purview of the Food and Drug Administration (FDA). Our products require various levels of approval and review by the FDA. For the sake of patient safety, and compliance to FDA regulations, Lifecore must be notified prior to process and material changes made by our suppliers or sub-tier suppliers. Please submit change notification to <mailto:purchasing@lifecore.com>

**Written approval from Lifecore is required before changes can be implemented. At a minimum, prior notification and written acceptance is required in the following cases:**

1. The change affects or alters compliance to a Lifecore drawing or print requirement. This applies even if the Supplier creates their own drawing or print based on Lifecore requirements.
2. A change in manufacturing and/or testing location – even if the new location is owned and/or managed by the original Supplier.
3. Modification of material grade, quality, or characteristics, whether in the raw or finished state.
4. Change in raw material supplier by either Lifecore supplier or sub-tier supplier.
5. A change to “in process” specification(s) outside previously validated process parameters.
6. Changes to any process and/or testing documentation previously approved by Lifecore. Typically, this will be process or testing documentation developed or written specifically for Lifecore product.
7. A change to surface cleanliness or surface coatings; examples include mold release agents, cutting oils, cleaners, sterilization or packaging etc.
8. Drawings, specifications or prints with Critical-to-Quality (CTQ) features identified, will receive a higher level of scrutiny. Similarly, processes or materials that affect CTQ features will also receive increased scrutiny.
9. Any move or changes to equipment, machinery or processes. For instance, changing a manual process to an automated process, or changing a soldering operation to a welding operation.
10. Changes to release specifications for materials, chemicals, and/or parts.
11. Changes to test methods
12. Lifecore requires that all palletized deliveries be on clean, functional and appropriate weight bearing plastic pallets.

Any risk arising from changes made by Suppliers or sub-tier Suppliers without Lifecore written approval is solely the responsibility of Lifecore’s Supplier or sub-tier Supplier. **The most effective method to eliminate risk is to contact Lifecore via written “change notice” and receive written approval of the change PRIOR TO IMPLEMENTATION.**



## **Supplier Code of Conduct**

At Lifecore Biomedical, LLC, our mission is to work with our partners to provide high quality innovative product development and manufacturing solutions guided by our unwavering commitment to improving people's lives.

Lifecore Biomedical LLC and our customers expect similar behavior from all parties that we deal with, especially Lifecore suppliers. This Supplier Code of Conduct (the "Code") specifies and helps the continued implementation of our corporate business principles by establishing certain non-negotiable minimum standards that we ask our suppliers, their employees, agents and subcontractors (the "Supplier"), to respect and to adhere to at all times when conducting business. It is the Supplier's responsibility to educate its employees, agents and subcontractors accordingly.

This code intends to conform to standards established by the International Labor Organization (ILO), and the Supplier accepts that all existing and future agreements and business relationships with Lifecore Biomedical, LLC will be subject to the provisions contained herein.

### **Business Integrity**

#### **Compliance with applicable laws and regulations**

The Supplier must comply with all applicable laws and regulations and shall notify us immediately in writing if it discovers any violation or condition which may cause the imminent violation of applicable laws and regulations.

#### **Improper Advantage**

In all its activities, the Supplier must never, directly or through intermediaries, offer or promise any personal or improper advantage in an effort to obtain or retain a business or other advantage from a Third Party, whether public or private. The Supplier also must not accept any such advantage in return for any preferential treatment of a Third Party.

### **Traceability**

**At Lifecore Biomedical LLC, our objective is to ensure traceability in our raw material supply chains, sufficient to ensure that we achieve traceability of raw material origins. It is expected that Lifecore suppliers have evidence of traceability in all tier 1 and tier 2 suppliers within their respective supply chains.**

### **Commitment to Anti-Corruption Compliance**

At Lifecore Biomedical, LLC, we conduct our business consistent with high ethical standards and in full compliance with applicable anti-corruption laws including the U.S. Foreign Corrupt Practices Act and all federal, state, and local anti-corruption and ethics laws in every country in which we do business. We believe that a strong stance against bribery and corruption supports our core values and enables us to achieve our business objectives. We have zero-tolerance for bribery and corruption and are committed to acting ethically, professionally, fairly, and with integrity in all business dealings and relationships.

This policy applies with equal force to all persons working with, for or on behalf of us in any capacity, including employees at all levels, directors, officers, agency workers, volunteers, interns, agents, contractors, external consultants, third-party representatives, and business partners, such as distributors, material manufacturers, customs brokers and other suppliers.

## **Sustainability**

Lifecore Biomedical, LLC supports and encourages all suppliers to maintain environmentally conscience operating practices and production systems that are sustainable. This is an integral part of the Lifecore Biomedical, LLCs' supply strategy and supplier development. Lifecore Biomedical, LLC encourages its Suppliers to continuously strive towards improving the efficiency and sustainability of its operations, through the implementation of such measures as water conservation programs and best-practice controls on chemical use, waste reduction, recycling and overall impact on the environment.

The Supplier shall strive to minimize the environmental impact of their activities through responsible management, widespread environmental awareness and the use of technologies with low environmental impact and ensure compliance with all applicable laws and regulations in the country where products or services for Lifecore Biomedical, LLC are manufactured or delivered.

## **Labor Standard**

### **Voluntary Employment and Forced Labor**

The Supplier must under no circumstances use or in any other way benefit from forced or compulsory labor. Likewise, the use of labor under any form of indentured servitude is prohibited, as is the use of physical punishment, confinement, threats of violence, or other forms of harassment or abuse as a method of discipline or control. The Supplier shall not under any circumstances utilize factories or production facilities that force work to be performed by unpaid or indentured laborers, nor shall the Supplier contract for the manufacture of products with subcontractors that engage in such practices or utilize such facilities. Where the Supplier is using laborers who are in an official prison rehabilitation scheme, such an arrangement is not considered a breach of this Code.

### **Transparency in Supply Chain**

The Supplier shall not engage in, or purchase any goods from any party engaged in slavery and human trafficking, shall certify that materials incorporated into their products comply with the laws regarding slavery and human trafficking of the country or countries in which they are doing business, and shall take reasonable measures to verify their compliance.

### **Child Labor**

The use of child labor by the Supplier is strictly prohibited. The Supplier represents that it does not and shall not employ individuals below the age of 16, except if (a) expressly permitted by local law, and (b) such exception is consistent with ILO guidelines concerning the use of child labor. The Supplier shall maintain documentation of the date of birth of each person who works for it or have legitimate means of confirming that each such person may permissibly be employed under this Code and all applicable laws.

### **Migrant Labor**

The Supplier recognizes the unique legal, social, economic, and cultural situations that migrant workers face and will ensure that such workers are treated with dignity, respect and in accordance with the same standards as apply to other workers.

## **Working Hours**

The Supplier must ensure that its employees work in compliance with all applicable laws and mandatory industry standards pertaining to the number of hours and days worked. In the event of conflict between a statute and mandatory industry standard, the Supplier must comply with the one taking precedence under national law.

## **Compensation**

The Supplier's employees must be provided with wages and benefits that comply with applicable laws and binding collective bargaining agreements, including those pertaining to overtime work and other premium pay arrangements. All wages and wages shall be paid in accordance with such standards set by applicable law, and shall be sufficient to enable the typical worker in the locality to purchase basic life necessities.

## **Non-Discrimination, Diversity, and Inclusion**

The Supplier shall implement a policy that conforms to the applicable law prohibiting discrimination in hiring and employment practices on the grounds of race, colour, religion, sex, age, physical ability, national origin, or any other protected status.

## **Freedom of Association and Right to Collective Bargaining**

The Supplier must at all times recognize and respect the right of employees' freedom of association and their right to form and join trade unions and bargain collectively in a lawful and peaceful manner, subject to and in accordance with applicable law.

## **Safety and Health**

### **Workplace Environment**

The Supplier shall comply with all occupational and industrial safety standards established by law applicable to the locations in which it employs workers, and shall provide employees with safe and healthy working and, if applicable, housing conditions. At minimum, the Supplier must provide to employees potable drinking water, adequate sanitation, fire exits and essential safety equipment, and appropriately lit and equipped work stations. In addition, the Supplier's facilities must be constructed and maintained in accordance with the standards set by applicable law. Vendors in our supply chain offering housing to employees shall ensure that such housing meets adequate hygiene and cleanliness standards, affords sufficient space per occupant, and offers an appropriate level of privacy.

### **Product quality and safety**

All products and services delivered by the Supplier must meet the quality and safety standards required by applicable law. When conducting business with or on behalf of Lifecore Biomedical, LLC, the Supplier must comply with the Lifecore Biomedical LLC, quality requirements outlined in the Lifecore Biomedical, LLC Quality Agreements in place between the parties.

**Audit and Termination of the Supply Agreement**

Lifecore Biomedical, LLC reserves the right to request assurances and/or take additional measure to verify the Supplier's compliance with this Code.

In the event Lifecore Biomedical, LLC becomes aware of any actions or conditions that fail to comply with this Code, Lifecore Biomedical, LLC reserves the right to demand corrective measures and to terminate any agreement with the Supplier.

## Supplier Packaging and Labeling Standards

### General Statement

- The supplier is responsible for designing and assuring packaging is capable to adequately protect the product during transport and storage. Parts must arrive at Lifecore Biomedical or the designated delivery point without damage, rust/corrosion, or contamination. Additional measures should be assessed and taken to ensure preservation of product for shipments via ocean.
- Although packaging authorization may be required, such authorization does not relieve the supplier of their responsibility to ensure adequate packaging for proper delivery of parts.
- Packaging must be designed to assure ease of handling and part removal.
- Packaging shall not be a source of contamination. Barrier materials, (e.g. plastic bags), may be required.
- Only Lifecore Biomedical approved carriers should be used for shipping product unless other direction is provided from Lifecore Biomedical. Please refer to [Inbound Transportation Routing](#) information.
- Shipments of chemicals must include a copy of the SDS and all HAZMAT shipments must be packaged and transported within the applicable requirements of IATA, IMDG, CFR title 49- Transportation

### Corrugated Container Requirements

Expendable Containers: Corrugated (paper fiber board) packaging material must have strength to adequately withstand transportation and handling rigors from the supplier's shipping dock to Lifecore Biomedical's receiving docks. Double walled containers are preferred and have the following additional requirements and/or preferences:

- The use of metallic staples is prohibited
- Weight of package in corrugated container shall not exceed 70 lbs.
- Optimized use of space within container is desired to avoid excessive freight costs.
- Stacking exceptions must be noted on the pallet load such as "DO NOT STACK, STACK ONLY 2 HIGH," etc.
- Markings to fragility and vertical direction must be noted when necessary to avoid damage
- Fiberboard Corner Boards should be used as required to protect the pack
- Do not use plastic peanut packing materials

### Pallet Requirements

Pallets constructed of plastic are preferred and wood pallet are acceptable only when requires below are met.

- Corrugated pallets may not be used.
- Pallet Style/Type
  - 40" x 48" GMA style pallets are preferred
  - Plastic (preferred)
    - Solid bottom deck is preferred.
    - All pallets shall be 4-way entry.
    - Pallets shall be capable of being conveyed by forklift, or pallet jack.
    - Stringers for pallets shall have a minimum height of 3½" (9cm).

- Pallets must be configured to be able to lift without breaking with a forklift or pallet jack.
  - If Wood pallets must be used, in addition to the above requirements the following must be met.
    - All wood pallets shall conform to ISPM 15 Standards.
    - Wooden packaging shall be free of bark and pests in accordance with ISPM 15.
- Pallets must have minimum strength to withstand normal material handling and distribution. All pallets must be in usable condition. Pallets must have strength to support a stacked load. Material must never extend over the pallet edge.
- Lifecore Biomedical prefers polyester strapping material that is friction or heat welded rather than secured with a metal clip)
  - Non-Metallic Strap (Do NOT use metal banding)
  - Stretch Wrap or Shrink Wrap
  - When possible maximum weight per pallet should not exceed 2,000 Lbs. (909 Kg)

### **Mixed Loads**

- Mixed loads should only be used when shipped quantities prevent full pallet loads for a single part number.
- A label indicating the pallet is comprised of a mixed load must be attached with specific part numbers and quantities contained in the mixed load.
- Heavier items must not be placed on top of lighter weight containers.
- The load must be balanced while keeping similar parts together.
- If the top layer of the load is uneven, a “DO NOT STACK” label must be posted on all 4 sides of the load.

### **Labeling Requirements**

The quality of the information on labels is essential. Errors made because of label deficiency are serious in nature. Suppliers shall not include information relating to quality on shipping identification labels. If a deviation is required, the Lifecore Biomedical facility will communicate that to the supplier.

- General
  - Label Size: Minimum of 2.5 inches (63.5mm) high by 2.5 inches (63.5mm)
  - Label Quantity and Placement: Minimum 1 labels per Shipping Pack.
  - Label Color: White in color with black printing.
  - Adhesives: Adhesive types can be pressure sensitive or dry gummed as long as adherence to the package substrate is assured and application is wrinkle-free. Human Readable Zeroes (0) Show human readable zeroes (0) with a diagonal slash to differentiate them from alphabetic O's.
- Shipping/Parts I.D. Label
  - Supplier Item Number
  - Material Description
  - Quantity
  - Supplier lot number
  - Serial Number (if applicable)

- Production date
- Supplier Name and Address

### **Documentation Requirements**

Suppliers must supply a packing list and a Bill of Lading for each shipment of product to Lifecore Biomedical facilities.

- Packing list must contain, at a minimum, the following documentation:
  - Ship to name: Lifecore Biomedical (unless otherwise directed)
  - Ship to address
  - Ship to attention
  - Lifecore Biomedical Purchase Order
  - Product Ship Date
  - Item numbers shipped
  - Part description in English
  - Quantity Shipped
    - Quantity listed on the packing list must be in the same unit of measure as the quantity on the purchase order.
  - Unit of measure
  - Net weight
  - Gross weight
  - Measurements (LxWxH)
  - Total pallets/pieces in shipment
- Bill of Lading
  - Must be legible with clear information reflecting similar guidelines as the packing list.
- Other documentation:
  - Other documentation such as quality certifications, SDS, conformance that are required to travel with the product must also be provided. It is the responsibility of the supplier to understand and comply with these requirements.
  - Commercial Invoice and other documents that are not to accompany the product but are necessary in the commercial transaction will be provided by the supplier to the appropriate Lifecore Biomedical personnel. See [Import Guidelines](#) section.

## **Inbound Transportation Routing**

**Shipping Instructions:** This transportation routing applies to all items purchased FOB Shipping Point, unless otherwise indicated on PO, when the freight cost is not included in the purchase price. Freight prepaid and added to the supplier's invoice or freight collect using supplier's carrier is not accepted. Do not declare additional insurance.

**Lifecore Biomedical Receiving hours:** Lifecore Biomedical Monday-Friday, 8:00 a.m. – 4:00 pm.

**Bill of Lading Instructions:** Unless otherwise specified - For shipments to Lifecore Biomedical clearly note on the BOL, "Freight Collect". Reference Lifecore Biomedical Purchase Order #.

**International Imports:** Follow instructions in the [Import Guidelines](#) section.

**Third Party collect:** Shipments to and from non-Lifecore Biomedical locations: For shipments which are not destined to Lifecore Biomedical but are to the account of Lifecore Biomedical the BOL must reference Lifecore Biomedical and state Lifecore Biomedical Purchase Order #. Clearly note on the BOL, "Freight Collect" and instruct freight carrier to Third Party Bill Freight To: Lifecore Biomedical, 3515 Lyman Blvd, Chaska, MN 55318 USA.

**Packing List:** See the [Supplier Packaging/Labeling Standards](#) section.

**Chemicals:** Shipments of chemicals must include a copy of the SDS and all HAZMAT shipments must be packaged and transported within the applicable requirements of IATA, IMDG, CFR title 49-Transportation

**Failure to comply with these instructions may result in Late Payment to your account.**



## Domestic Shipping Guidelines

Ship From Location	Shipment type	Carrier	Carrier Contact / Account#
Minneapolis / St. Paul Metro Area	Letters and individual packages not to exceed 70 lbs. each. Total shipment weight not to exceed 200 lbs.	Primary: UPS Ground Collect  Secondary: FedEx Ground Collect	Primary: <a href="http://www.ups.com">www.ups.com</a> , Contact buyer for acct. # Secondary: <a href="http://www.fedex.com">www.fedex.com</a> Contact buyer for acct. #  Reference Lifecore Biomedical PO # in shipment
Minneapolis / St. Paul Metro Area  National  Includes Canada	70 lbs. to 1,000 lbs.	Priority Small Vehicle- Car/pick-up Service level - 3 Hour or 4 Hour	651-748-4477, Lifecore Biomedical Contact buyer for acct. # and Reference Lifecore Biomedical PO # <b>**Lifecore Biomedical approval required for faster service**</b>
	1,000 lbs. to 25,000 lbs.	Priority Dock Truck Service level - 3 Hour or 4 Hour	651-748-4477, Lifecore Biomedical Contact buyer for acct. # and Reference Lifecore Biomedical PO #  <b>**Lifecore Biomedical approval required for faster service**</b>
	Letters and individual packages not to exceed 70 lbs. each. Total shipment weight not to exceed 200 lbs.	Primary: UPS Ground Collect  Secondary: FedEx Ground Collect	Primary: <a href="http://www.ups.com">www.ups.com</a> , Contact buyer for acct. # Secondary: <a href="http://www.fedex.com">www.fedex.com</a> Contact buyer for acct. #  Reference Lifecore Biomedical PO # in shipment
National  Includes Canada	LTL 70-7,000 Lbs.	CH Robinson	Ship collect-bill to Lifecore Biomedical <a href="mailto:lifecore@chrobinson.com">lifecore@chrobinson.com</a> (800) 473-0136
	Full Truckload, Flatbeds 7,000 lbs. to 44,000 lbs.		Contact Lifecore Buyer

**International Shipping Guidelines**

Ship From Location	Shipment type	Carrier	Carrier Contact / Account#
Air Import	Letters and individual packages not to exceed 45 Kg each. Total shipment weight not to exceed 90 Kg.	Primary: UPS Worldwide Saver-Collect  Secondary: FedEx International Economy-Collect	Primary: <a href="http://www.ups.com">www.ups.com</a> , Contact buyer for acct. # Secondary: <a href="http://www.fedex.com">www.fedex.com</a> Contact buyer for acct. #  Reference Lifecore Biomedical PO # in shipment
	46 Kg to 2500 Kg	CH Robinson	Previous arrangements to be made with Lifecore Biomedical buyer. Contacts:  <a href="mailto:Imports@Lifecore.com">Imports@Lifecore.com</a>  Ocean Imports: <a href="mailto:Carly.Evavold@CHRobinson.com">Carly.Evavold@CHRobinson.com</a>  Air Imports: <a href="mailto:MSPAIR@Chrobinson.com">MSPAIR@Chrobinson.com</a>  Customs: <a href="mailto:Cari.Goldman@CHRobinson.com">Cari.Goldman@CHRobinson.com</a>

# Import Guidelines

## Import Document Requirements

### 1. Documents-General

Unless otherwise indicated on the PO (Buyer/Seller Agreement,) all documents for imports into the U.S. must be in English and in US dollars. Language and currency for imports into countries other than the U.S. shall be specified in the buying agreement or on the PO.

### Invoice-General

A commercial (customs) invoice **MUST** accompany all shipments and must match the billing (or “no charge”) invoice. No-Charge Invoices shall contain the statement “Value for Customs Purposes Only – No Charge” and must list the price paid or payable (the normal selling price). All commercial invoices must have the name and phone number and email of a responsible employee of the shipper who has information or can obtain information about the shipment. The Lifecore Biomedical location receiving the product must be listed as the “Consignee”.

**Invoice:** must contain, at a minimum, the following:

1. Ship to name: Lifecore Biomedical (unless otherwise directed)
2. Ship to address
3. Ship to attention name
4. Ship to phone #
5. Sold to/invoice To
6. Mode of transport: e.g., air, sea, ground, expedited
7. Delivery terms (INCOTERMS 2020) and named location
8. Lifecore Biomedical PO number
9. Country of origin (manufacture), European Union is not acceptable, must list actual country
10. Commodity/HTS number to six (6) digits
11. Item Number
12. Value
13. Currency
14. Unit and extended cost
15. Part description in English
16. Quantity
17. Unit of measure
18. Discounts if applicable must be separate line item on invoice
19. Special handling/shipping instructions
20. “Intended Use” Statement describing why the goods are being imported and for what use. Example: R&D, Validation, or Commercial Production.
21. If product(s) are US FDA controlled, provide an LST (listing number) for all related product.

### Packing List-General

One copy of the packing list must be sealed and placed on the outside of the package per shipment.

**Packing List:** must contain, at a minimum, the following documentation:

1. Ship to name: Lifecore Biomedical (unless otherwise directed)
2. Ship to address
3. Ship to attention name
4. Lifecore Biomedical PO Number
5. Item numbers shipped

6. Part description in English
7. Quantity Shipped
  - a. Quantity listed on the packing list must be in the same unit of measure as the quantity on the purchase order.
8. Unit of measure
9. Net weight
10. Gross weight
11. Measurements (LxWxH)
12. Total pieces in shipment

## 2. Packaging

1. Suppliers are responsible for shipping quality acceptable packaging and parts to the point of use.
2. Pallets should be constructed of plastic unless otherwise approved by Lifecore Biomedical. Any wood pallets must conform to ISPM 15 Standards.
3. Pallets shipped via airfreight, all reasonable attempts must be taken to not exceed a total height 62in or 158 cm.
4. Refer to Supplier Packaging and Labeling Standards section for further details.

### 3. Notify party: Prior to or immediately following the loading of the goods, email the following to the contacts below.

1. Invoice
2. Packing List
3. Airway bill or Bill of lading
4. Quality certificates
5. End-Use statement if required
6. Contacts for email:
  - Receiving: [receiving@lifecore.com](mailto:receiving@lifecore.com)
  - Customs: [Cari.Goldman@CHRobinson.com](mailto:Cari.Goldman@CHRobinson.com)
  - Ocean Imports: [Carly.Evavold@CHRobinson.com](mailto:Carly.Evavold@CHRobinson.com)
  - Air Imports: [MSPAIR@Chrobinson.com](mailto:MSPAIR@Chrobinson.com)

### 4. Importer security Filing (ISF) or 10+2 requirements (Ocean shipments)

On January 26, 2009, the Importer Security Filing and Additional Carrier Requirements (commonly known as "10+2") went into effect. This rule applies to import cargo arriving to the United States by vessel. Failure to comply with the rule could ultimately result in monetary penalties, increased inspections, and delay of cargo. The 10+2 elements are:

1. Manufacturer (or supplier) name and address
2. Seller (or owner) name and address
3. Buyer (or owner) name and address
4. Ship-to name and address
5. Container stuffing location
6. Consolidator (stuffer) name and address
7. Importer of record number/foreign trade zone applicant identification number
8. [Consignee](#) number(s)
9. Country of origin
10. Commodity [Harmonized Tariff Schedule](#) number to six (6) digits

From the carrier, 2 data elements are required:

11. Vessel stow plan
12. Container status messages