

# Shipping & Receiving



*Frederick Distribution Center*

## Supplier Guidelines

*Effective June 2019*

*Revised December 2023*



# Facilities Overview

Facility	Address	Hours of Receiving	Appointment Request
<b>New Jersey Distribution Center</b>  <b>Whs Code: BAY</b>	20 Pulaski Street Bayonne, New Jersey 07002  (Loading docks on SW corner of building; ensure entry on Pulaski Street, not Pulaski Lane)	<u>By appointment only;</u> Monday through Friday 6:00am – 2:00pm	<a href="mailto:receiving@rainforestdistribution.com">receiving@rainforestdistribution.com</a>
<b>Maryland Distribution Center</b>  <b>Whs Code: FDK</b>	6423 English Muffin Way Frederick, Maryland 21703  (Loading docks in rear of building)	<u>By appointment only;</u> Monday through Friday 6:00am – 12:00pm	<a href="mailto:receiving@rainforestdistribution.com">receiving@rainforestdistribution.com</a>
<b>Massachusetts Distribution Center</b>  <b>Whs Code: EAS</b>	35 Eastman Street South Easton, Massachusetts 02375	<u>By appointment only;</u> Monday through Friday 6:00am – 2:00pm	<a href="mailto:receiving@rainforestdistribution.com">receiving@rainforestdistribution.com</a>
<b>Virginia Distribution Center</b>  <b>Whs Code: LYH</b>	37 Millrace Drive Lynchburg, VA 24502	<u>By appointment only;</u> Monday through Friday 8:00am – 12:00pm	<a href="mailto:receiving@rainforestdistribution.com">receiving@rainforestdistribution.com</a>

**Delivery appointments are required.** All delivery appointment requests must be made via email with advance notice of at least three business days. Emails must be directed to [receiving@rainforestdistribution.com](mailto:receiving@rainforestdistribution.com) and follow the below format:

TO: [receiving@rainforestdistribution.com](mailto:receiving@rainforestdistribution.com)  
 SUBJECT: [Manufacturer Name] – [Warehouse Location] – [PO #xxxxxxx] – [Delivery Date mm/dd/yyyy]  
*Example: Tito’s Tortillas – Bayonne - PO# 106999 – 07/15/2018*

BODY:

- Manufacturer Name / Shipper:
- Rainforest PO reference number:
- Requested delivery date:
- Requested delivery time:
- Number of total pallets in load:
- Carrier name:
- Carrier contact phone:

Upon receipt of a scheduling request, Rainforest will respond via within 6 business hours confirming a delivery appointment date and time.

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**Headquarters and mailing address:**

Rainforest Distribution Corp

20 Pulaski Street

Bayonne, New Jersey 07002

Telephone: 201.683.7953

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# Quality Assurance & Regulatory

## FOOD SAFETY POLICY STATEMENT

At Rainforest Distribution, we are continuously working to better our food safety practices and provide our customers with the safest and highest quality products we can provide. We have elected to maintain an SQF food safety program set forth by the SQF Food Safety Code for Storage and Distribution (Edition 9). By adhering to these voluntary regulations, we will consistently work to enhance the reputation of our brand and maintain consumer confidence through the execution of an effective food safety system. All food products we distribute shall be vigorously evaluated to ensure the effectiveness of the food safety system from receiving, through storage, and distribution to our customers throughout the country.

We are committed to never compromise on the safety, regulatory compliance, and quality of our products. Ensuring the safety of our products is the responsibility of all Rainforest Distribution employees and our responsibility to empower each employee to take action to protect our customers and our brand.

Rainforest Distribution has made it a priority to abide by the following criteria to ensure only the highest quality and safest products are distributed to customers from each of the Rainforest facilities:

1. Provide safe, high-quality products to each customer.
2. Regularly reviewing customer, regulatory and industry requirements for all products we provide (at least annually).
3. Providing food safety training to each new hire, visitor and service provider who is involved with storage and distribution of products.
4. Maintaining a preventive controls-based food safety program for our products to meet customer and regulatory requirements and maintain SQF Food Safety Code for Storage and Distribution certification (Edition 9).
5. Continuous improvement of our food safety management systems through strengthening our prerequisite programs and inspiring a positive food safety culture.
6. Establish and review food safety and quality objectives and provide adequate resources to support these objectives.
7. Providing internal communication of product issues based on requirements of the SQF food safety program to employees as well as assessment and refresher food safety and worker safety for each employee involved in storage and distribution to ensure personnel have the required competencies to carry out these goals.

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## GOOD MANUFACTURING PROCESSES

Suppliers shall adopt and operate in accordance with good manufacturing practices (“GMPs”). Annually, Supplier shall provide Rainforest with a copy of Supplier’s most recent food safety audit as performed by an independent third party (reports should be emailed to [audit@rainforestdistribution.com](mailto:audit@rainforestdistribution.com)). Rainforest will treat said documents as Confidential. Notwithstanding however, Rainforest reserves the right to, and Supplier acknowledges that Rainforest may, share these documents with Rainforest’s customers when requested. Supplier must notify Rainforest immediately of any food safety or sanitation audits or analyses that indicate the presence of *Listeria monocytogenes*, *Salmonella*, *E. coli*, *E. coli* 0157:H7 or other harmful or pathogenic bacteriological, viral or fungal presence in Supplier’s facilities (including co-packer’s facilities that produce Suppliers products).

## TEMPERATURE TESTING

To adhere to Rainforest’s requirements, all perishable and frozen products delivered to a Rainforest facility must, when delivered, satisfy certain temperature requirements.

- Perishable products must temperature test at 39 degrees Fahrenheit or less;
- Eggs must temperature test at 45 degrees Fahrenheit or less;
- Ice Cream must temperature test at 0 degrees Fahrenheit or less; and
- Other Frozen Products must temperature test at 10 degrees Fahrenheit or less, provided that if Supplier has specified a temperature less than 10 degrees Fahrenheit, such Products must temperature test in accordance with that specification.

Receivers at Rainforest’s facilities will verify the temperature of perishable and frozen products and eggs by non-invasively probing the exterior packaging of a sample of the Product. Should the temperature of the exterior packaging exceeds the limit specified above, the Rainforest receiver will open the exterior packaging to probe the actual Product. If the temperature of the actual Product exceeds the acceptable limit specified above, Rainforest will refuse Supplier’s entire shipment of such product, which may not be re-delivered to Rainforest at any time. Rainforest shall not take any responsibility for the cost of such refusal.

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## COMPLIANCE WITH FOOD SAFETY LAWS

Rainforest expects its Suppliers to be aware of and comply with all applicable laws, rules and regulations regarding food safety, including, but not limited to, the Federal Food, Drug and Cosmetic Act, as amended by the Food Safety and Modernization Act ("FSMA"), and rules and regulations adopted thereunder.

## ORGANIC AND KOSHER CERTIFICATION

For an item to be identified as organic and/or kosher in Rainforest's catalog, Rainforest must have a current organic and/or kosher certificate on file. Organic certificates are required before products that are marketed and/or labeled as organic can be set up in Rainforest's internal systems. Additionally, Rainforest will not identify an item as kosher if a kosher certificate is not provided. All renewal certificates must be submitted [itemcertifications@rainforestdistribution.com](mailto:itemcertifications@rainforestdistribution.com) and must be received by the anniversary of last certificate submission and no later than the expiration of the prior year's organic certification.

## NON-CONFORMING PRODUCTS

"Non-conforming product" means any one of the following if applicable to Supplier's products:

1. The product is unable to maintain its quality and integrity in accordance with industry standards for the duration of the Product's shelf life;
2. The product is unable to maintain its integrity with respect to its packaging, labeling and/or UPC compliance in accordance with industry standards;
3. The product fails to meet any other applicable warranties of the Supplier Agreement executed between Rainforest and Supplier; or
4. The product is the subject of a recall or market withdrawal.

Rainforest may refuse to accept delivery of non-conforming products. If a non-conforming product has been delivered to Rainforest, Supplier shall accept products for return, for full credit and with freight paid by Supplier. Alternatively, at Supplier's discretion and expense, Rainforest may dispose of such non-conforming product in a manner as the circumstances may reasonably dictate. (Supplier will not be required to reimburse Rainforest for non-confirming product if the unacceptability resulted solely from negligence or willful misconduct in the handling of the product by Rainforest.)

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## BIOTERRORISM ACT OF 2002

The Establishment and Maintenance of Records under the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the “Bioterrorism Act”) states, in part:

*“Persons who manufacture, process, pack, distribute, receive, hold, or import food in the United States must establish and maintain the following records to identify the immediate previous sources and immediate subsequent recipients for all food they receive and release . . . : Name, address, telephone number and, if available, fax number, and e-mail address of the immediate previous source and subsequent recipient; adequate description; date received or released; for persons who manufacturer, process, or pack food, the lot or code number or other identifier; quantity and how the food is packaged; and name, address, telephone number and, if available, fax number, and e-mail address of the transporter who transported the food to and from you”. 69 Federal Register 236, Dec. 9, 2004, 71563-564.*

1. **Deliveries:** All deliveries to Rainforest of products covered by the Bioterrorism Act (e.g. “food” and beverages for humans and animals and related packaging, as defined in the Bioterrorism Act) must comply with the Bioterrorism Act, including, but not limited to the requirements set for in Section V(B)(2).
2. **Receiving:** Each driver shall provide the following information to the Rainforest receiving office personnel at the time of the driver’s scheduled check-in:
  - a. Driver’s name and photo proof of identity: valid commercial driver’s license (CDL) and/or company issued photo badge identification. All identification will be photocopied.
  - b. Transporter/carrier company name and street address, city, state, zip code (a P.O. Box address is insufficient), telephone number, fax number and email address.

If any driver is unable or unwilling to supply this information, the load will not be unloaded.



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## PRODUCT TAMPERING

Rainforest reserves the right to refuse Products that appear to have been tampered with.

## DATE CODES

Rainforest requires that all products be identified with an open coded shelf life or “use by” date, which shall appear on the Product and be printed on the outside of the shipping case. In addition, Suppliers must provide the actual expiration date (or Lot#), by product, on the packing slip and/or bill of lading at the time of delivery or pickup. Supplier shall be penalized for omitting actual expiration dates on the packing slip and/or bill of lading in the amount of \$25 per SKU line item.

Supplier is required to provide Rainforest with the total shelf life of a Product, in days, at the time of production. This information is provided to Rainforest via Rainforest’s “Vendor Item Details” setup form or through a written Supplier Agreement between Rainforest and Supplier. Supplier shall ship product so that it has at a minimum seventy-five percent (75%) of its shelf life remaining when it is received by Rainforest. If product is manufactured with greater than 365 days shelf life, Seller shall ship product so that it has the lesser of seventy-five percent (75%) or 1 year remaining shelf life. Rainforest reserves the right to refuse inbound delivery of non-conforming product. If such product has been delivered to Rainforest, Supplier shall accept products for return, for full credit and with freight paid by Supplier.

Frozen items marketed as “slacked” shall adhere to a date code plan and procedure as mutually agreed prior to items launch.



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# Shipping and Receiving

## SCHEDULING A DELIVERY APPOINTMENT

All delivery appointments must be made via email with advance notice of at least two business days. Emails must be directed to [receiving@rainforestdistribution.com](mailto:receiving@rainforestdistribution.com) and follow the below format:

TO: [receiving@rainforestdistribution.com](mailto:receiving@rainforestdistribution.com)  
SUBJECT: [Manufacturer Name] – [Warehouse Location] – [PO #xxxxxxx] – [Delivery Date mm/dd/yyyy]  
*Example: Tito's Tortillas – Bayonne - PO# 106999 – 07/15/2018*  
BODY:  
Manufacturer Name / Shipper:  
Rainforest PO reference number:  
**Requested** delivery date:  
**Requested** delivery time:  
Number of total pallets in load:  
Carrier name:  
Carrier contact phone:

Upon receipt of a scheduling request, Rainforest will respond via within 6 business hours confirming a delivery appointment date and time.

### *Other Notes:*

- Do not place pertinent information in attachment of the email as they will not be viewed; and
- Please send a new email with each request (i.e. do not reuse an old email chains).

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## LATE AND UNSCHEDULED LOADS

A delivery appointment is required for all incoming loads. Suppliers will be assessed a fee for late and/or unscheduled deliveries. These fees, set forth below, are subject to change without notice and at any time at Rainforest's sole discretion. All fees will be deducted from future payments made to Suppliers by Rainforest. No exceptions will be made.

31 – 60 Minutes Late	\$50.00 per occurrence
Over 60 Minutes Late	\$200.00 per occurrence
Unscheduled Load	\$300.00 per occurrence
No Show/Rescheduled with less than 24 hours of the appointment time	\$300.00 per occurrence

Rainforest reserves the right to refuse delivery of any late or unscheduled load. Delivery drivers are not allowed on Rainforest docks without permission from Rainforest warehouse management. Rainforest may, in its sole discretion, invite drivers onto a Rainforest dock while Rainforest verifies temperature readings.

## LOADS UNLOADED PRIOR TO SCHEDULED APPOINTMENT

A delivery appointment specifying the date and time of delivery is required for all loads. In the event that Supplier asks to unload prior to Supplier's scheduled appointment, Rainforest will, in its sole discretion, determine if the request can be accommodated.

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## LOADS NOT AVAILABLE AT TIME OF SCHEDULED PICK-UP

Rainforest schedules loads for pick up at the Supplier's dock according to an agreed upon schedule. In the event that loads are not available for a scheduled pick-up by Rainforest or its carrier or if Rainforest or its carrier is detained at Supplier's dock, Rainforest shall assess the following fees:

Pick-up not ready and truck not used; or canceled with less than 24 hours notice	\$300.00 per occurrence
Detention	\$60 per hour after 30 minutes from the original pick-up appointment. Rainforest will agree to a two-hour window for the timing of all pick-ups. If Rainforest, or its carrier, does not arrive within that window, detention fees shall not apply

## BACKORDERS

Rainforest does not accept back orders.

## MIS-SHIPS

In the event of a mis-ship and Rainforest receives product that it did not order, Rainforest will notify Supplier of the product and inventory count, and Supplier will be responsible for all costs associated with the mis-ship. Any such product must be removed within one week of the date that it was received. In the event that the product is not removed from within one week, Rainforest will assess a fee of \$25 per pallet per week until such product has been removed. Should Supplier request that the product be destroyed or donated to charity, Supplier shall be responsible for any related costs (in addition to the \$25 per pallet per week fee). Rainforest assumes no liability for any mis-ships stored in its warehouses.

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## OVER-SHIPS

In the event an over-ship occurs, Rainforest may agree to receive the Product above and beyond the purchase order quantity at a discounted rate of 20% off the invoiced amount, unless instructed otherwise by Supplier. Where an over-ship occurs and Rainforest declines to receive the Product into inventory, any such product must be removed within one week of the date that it was received. In the event that the over-shipped product is not removed from within one week, Rainforest will assess a fee of \$25 per pallet per week until such product has been removed. Should Supplier request that the product be destroyed or donated to charity, Supplier shall be responsible for any related costs (in addition to the \$25 per pallet per week fee). Rainforest assumes no liability for any over-shipments stored in its warehouses.

## PALLETIZATION OF PRODUCTS

All Products will be palletized on standard GMA pallets according to the Tier/High (TI/HI) specifications when provided by Rainforest during the new item setup phase.

In the event that pallets must be re-palletized upon receipt at Rainforest's facility, then Rainforest shall charge supplier \$75 per pallet. (Pallets may need to be re-palletized in the event that the pallet has collapsed or tipped over during transit or in situations where the pallet itself is unusable.)

Rainforest shall charge a lump sum fee of \$20 per pallet for all pallets not intended for Rainforest, that require Rainforest to handle or move such pallet.