



To Our Valued Suppliers,

Thorntons Inc. recognizes the value, which you and your products provide to our company. Your expertise in marketing and merchandising is well respected and we encourage open dialogue regarding your thoughts and ideas. In an effort to maintain collaborative relationships between Thorntons Inc. and its partners, all suppliers must strictly comply with the following policies.

Premiums and/or Gifts

During the normal course of doing business, particularly with regard to the purchasing of goods and services for Thorntons Inc., vendors provide premiums (tickets, gifts, cash and etc) either for reaching certain volume level purchases, or in support of special activity. All premiums or gifts must be pre-approved by Thorntons Inc.'s Director of Category Management or VP of Marketing (no exceptions).

Free Product

Free product is periodically utilized as a discount to reduce cost or to secure activity. In accordance to Thorntons Inc. policy, all free product programs must be pre-approved by Thorntons Inc. Director of Sales and Merchandising (no exceptions).

Rebates, Funding, and Checks

While the utilization of rebates is a common business practice, all rebates must be pre-approved through the appropriate category manager. All rebates are to be paid, without exception, in the form of a check (no free product) and must be forwarded to:

Via US Mail
Thorntons Inc.
1220 Solution Center
Chicago, IL 60677-1002

Via UPS or FedEx
Thorntons Inc.
c/o PNC Bank
High Point Business Center
160 Hanson Court
Wood Dale, IL 60191
Thorntons Inc. Box #771220

Authorized Products

Thorntons Inc. is committed to the category management process. SKU management is a key component to this process. All products must be pre-authorized by the corresponding category manager. Please refer to item # 4 in "Thorntons Inc. – Price Book Supplier Contract".

Again we value your support and look forward to a long-term partnership with you and your company.

Your signature below represents your acknowledgement of the above policies and agreement of full compliance.

Signed

Company Name

Print Name and Title

Date

To Whom It May Concern:

We appreciate the opportunity to do business with you. We recognize that our success is due in part to working as true partners with our suppliers. At this time we are updating our records, please complete the following packet.

In order to process payments efficiently, we require all suppliers to invoice us at the time of delivery of goods or services. As part of our new supplier setup process, we need certain information from you in order to ensure that you are paid promptly for your services. In return, we will pay invoices based upon terms we have established with you. Also, we may be willing to take a cash discount for quicker payments. Contact our Accounts Payable Manager at (502) 425-8022, for more details.

In the event an invoice becomes outstanding, we will expect to be notified by you with all viable information and you will be paid as soon as possible. However, because of the sheer additional research costs, we will be unable to verify or process for payment any invoice over 90 days old.

Invoices for goods or services should be sent to the address below attention: Accounts Payable.

Any "Past Due" notices and/or statements should be sent to the address below attention: Accounts Payable Manager.

This entire packet must be completed and sent to the address below. Any missing paperwork will cause delays in the processing of setup and payments.

You will not be paid until this entire packet is complete.

Thorntons Inc.
Attn: Price Book Manager
10101 Linn Station Road
Louisville, KY 40223

You may fax your completed application to: (502) 425-7991 attention: Price Book Manager.

We are interested in learning from you, better ways for us to work together, such as invoicing by EDI or using e-mail for quicker information processing. Please contact the Price Book Department for more details. Thank you for working with us as we both strive to meet today's competitive challenges.

SIGNED

COMPANY NAME

PRINTED NAME and TITLE

DATE

THORNTONS INC.

CONTENTS

Forms included in this packet are:

“New Supplier Information” form: 1 page

This form should be completed and returned.

“Price Book Supplier Contract” form: 1 page

This form should be signed and returned.

“New Supplier Insurance Requirements Questionnaire” form: 1 page

Representatives of prospective suppliers may call your Thorntons Inc.’s Category Manager, at (502) 425-8022, regarding any questions about the following required forms:

- Insurance Requirements Questionnaire
- Certificate(s) of Insurance
- Indemnification Agreements

Appendix A: “Indemnification Agreement” form: 1 page

This form should be signed and returned.

“Request for Taxpayer Identification Number & Certificate (W-9)” form: 1 page

This form should be completed and returned.

SEE ATTACHMENT:

“Item/Pricing Contract” form: 1 page

This form should be kept by the supplier and duplicated as needed. You will be using this form for ALL future price changes and for all of the products or services that will be provided to our retail stores.

“Credit Application” form:

Requests may be submitted to the Finance Department at extension 207.

THORNTONS INC.

NEW SUPPLIER INFORMATION FORM

DATE _____

To be completed by the supplier

SAMPLE INVOICE MUST BE ATTACHED

SUPPLIER NAME:						
MAILING ADDRESS:						
CITY:		STATE:		ZIP:		
PHONE:		EXT:		FAX:		
PAGER:		EMAIL:				
MOBILE :						
CONTACT NAME and TITLE:						
AGREED UPON TERMS:		NET DUE DAY:				
FEDERAL I.D. #:				1099: (please attach)	YES	NO
LEGAL STATUS: (circle one)	CORPORATION	SOLE PROPRIETORSHIP		PARTNERSHIP		

Thorntons Inc. use only

SUPPLIER #:				PRICE BOOK:	YES	NO
SUPPLIER TYPE:	EXPENSE	RETAIL	FUEL	OTHER		
DEPARTMENT:	GROC.	SODA	BEER	CIGS.	F.F.	G.M.
STORES/MARKETS AFFECTED:						
W-9 ON FILE?	YES	NO	SAMPLE INVOICE ATTACHED?	YES	NO	
COMMENTS:						

This form needs to be returned to M.I.S. and Accounting departments no less than one week before the products are to be delivered to the first store.

Category Management Dept.

Price Book Dept.

Accounting Dept.

THORNTONS INC.
PRICE BOOK SUPPLIER CONTRACT

As an authorized supplier, _____ agrees to comply with Thornton's Price Book Pricing Policies.

1. Price changes, UPC changes, new product items, deleted product items, and special promotional information must be received by the Price Book Department at least 3 weeks prior to the delivery date, and must include the UPC for each item. This will allow time to process your changes and effectively setup new items.

Any new item must have prior approval by a Thorntons Inc. Category Manager. Once the category manger has approved the item, the physical product will have to be delivered to the Price book Department. If the product is delivered in the form of a case, a case will be needed to verify how it is packed, this includes Shippers. With out the physical product, the introduction of the item will be delayed until the physical items is delivered to the Price Book Department

2. Failure to provide this notice will result in new items being refused at delivery and/or price increases being denied until approved by a Thorntons Inc. Category Manager.

3. The Store Manager will adjust invoice quantities at time of delivery for not received and/or damaged, outdated or unauthorized merchandise. Accepted quantities only will be entered for payment to our Accounts Payable Department. The invoice will be adjusted to reflect non-acceptance of products or price changes, and your records should be adjusted accordingly.

4. Any unauthorized items delivered to Thornton's will be handled as **UNACCEPTABLE. THORNTONS INC. IS NOT RESPONSIBLE FOR DETECTING UNAUTHORIZED PRODUCT ITEMS AT THE TIME OF DELIVERY.** When reconciling invoices to Price Book, the invoice total will be decreased to reflect non-payment of these items.

5. All deliveries must include two copies of the invoice.

6. Credit slips must include supplier item number and description for the product items removed from the stores. Two copies must be left at the store.

7. For all products falling under guidelines #2, #3, or #4, mentioned above, Thorntons Inc. will not be responsible for such products that may have been sold, price-labeled, and/or damaged.

8. The Price Book Manager will return confirmation via fax to verify that your price change request and new item requests have been received and are approved. **Price increases/new products are not approved until you receive emailed acknowledgment of our acceptance.**

We appreciate your continued assistance in implementing this procedure for merchandise delivered to our Thorntons Inc. locations. If you should have any questions, please contact the Price Book Department. Please complete and address this form as well as all notification and questions to:

Thorntons Inc.
Attn: Price Book Manager
10101 Linn Station Road
Louisville, KY 40223
Phone: (502) 425-8022
Fax: (502) 425-7991

SIGNED

TITLE

THORNTONS INC.
SUPPLIER INSURANCE REQUIREMENTS QUESTIONNAIRE

ALL suppliers must sign the indemnity agreement and provide a certificate(s) of insurance meeting the criteria listed below. Exceptions will be made only for non-retail suppliers that are identified as sole proprietors on their W-9 form. These non-retail proprietors are not required to completed this questionnaire or sign an indemnification agreement.

1. What products or services are being purchased from the supplier?

- _____
- _____
- _____
- _____

(Minimum General Liability/Product Liability coverage for One Million (\$1,000,000) is expected from all suppliers. Suppliers supplying food products, lighters, diet or vitamin supplements, products with electrical components, propane cylinders or other products that could be alleged to cause death through contaminants (chemical or bacterial), physical reactions, fire, explosion or other means should have a minimum of Five Million (\$5,000,000) in general liability/product liability coverage. The Five Million (\$5,000,000) in coverage may be a combination of primary and umbrella coverage's.)

2. Do vehicles belonging to the supplier or the supplier's employees come to our location to write orders, deliver products, set up racks, etc.?

Yes _____ No _____

(If a vehicle exposure does exist, auto liability insurance is required in the amount of One Million Dollars (\$1,000,000).

3. Do employees of the supplier come to our location for customer relation's visits, to deliver products or write orders or for any other reason because of the supplier/customer relationship?

Yes _____ No _____

(If the supplier does have employees working at our location, the supplier must have workers' compensation coverage that meets the statutory requirements of the state having jurisdiction.)

*Return this questionnaire to the Price Book Department along with the signed "Indemnification Agreement and "Certificate(s) of Insurance."

THORNTONS INC.
APPENDIX A: INDEMNIFICATION AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 20____ by and between _____, “**First Party**” and Thorntons Inc., “**Second Party**.”

WHEREAS, First Party is desirous of selling to **Second Party** certain services and/or equipment, fixtures and supplies for use in **Second Party’s** facilities; and

WHEREAS, Second Party required indemnification protection relating to services and/or equipment, fixtures and supplies purchased from **First Party**;

NOW, THEREFORE, IN CONSIDERATION OF Second Party’s purchasing, from time to time, services and/or equipment, fixtures and supplies from **First Party** and other good and valuable consideration, the sufficiency of which is hereby acknowledged by **First Party, First Party** agrees as follows:

1. _____, its agents, employees, successors, assigns, subsidiaries, or affiliates agree to indemnify, defend and hold harmless **Second Party** from and against any and all claims related to services and/or equipment, fixtures and supplies purchased from and delivered, distributed and/or manufactured by **First Party**, including, but not limited to, any and all actions, causes of action, claims or demands for damages, costs, loss of services, expenses, compensation, consequential damage or any other thing whatsoever, whether at law or in equity, based upon contract, tort, statutory violation, administrative regulation, or any other legal theory.
2. **First Party** agrees that it shall maintain **general liability/product liability insurance coverage** with policy limits not less than _____ Dollars (\$_____), that it shall name **Second Party** as an additional insured and provide **Second Party** with a certificate of insurance evidencing same.
3. **First Party** agrees that it shall notify **Second Party** of any cancellation, non-renewal or changes in any of the aforesaid agreed upon insurance coverage’s at least thirty (30) days prior to any such cancellation, non-renewal or change in coverage; and that it shall furnish to **Second Party** new certificate or certificates of insurance coverage at least thirty (30) days prior to the expiration or change of any coverage required in paragraphs 2 hereof.
4. **First Party** agrees that all insurance required by paragraphs 2, 3 and 4 hereof shall be written in companies which carry a Best’s rating of “A” or higher.

SIGNED

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