

# UNFI Endless Aisle Program Terms

These UNFI Endless Aisle Program Terms (“**UNFI Terms**”) supplement and incorporate the Mable Brand Terms of Service (the “**Mable Terms of Use**”) and apply to any brand (“**You**” or “**Your**” or “**Brand**”) selling food products, non-food products and/or supplements (“**Products**”) through the UNFI Endless Aisle Program platform. Any capitalized terms used but not defined herein shall have the meanings assigned in the Mable Terms of Use. In the event of any conflict between these UNFI Terms and the Mable Terms of Use, these UNFI Terms shall control.

Brand agrees and acknowledges that United Natural Foods, Inc. (together with its affiliates, “**UNFI**”) is a third-party beneficiary of these UNFI Terms and may directly enforce provisions that affect its interests.

**PLEASE READ THESE UNFI ENDLESS AISLE PROGRAM TERMS CAREFULLY. BY ACKNOWLEDGING THESE UNFI TERMS OR OTHERWISE PARTICIPATING IN THE UNFI ENDLESS AISLE PROGRAM, BRAND ACCEPTS AND AGREES TO BE BOUND BY THESE UNFI TERMS, AS MAY BE UPDATED FROM TIME TO TIME.**

## 1. UNFI’s Role

UNFI is providing the UNFI Endless Aisle Program through the Mable platform to enable You to sell Your Products directly to retailers. You may only sell those Products You have a legal right to sell and must do so consistent with these UNFI Terms and the Mable Terms of Use.

## 2. Operational Requirements

### a. Order Fulfillment

- i. You will receive a purchase order (“**Order**”) from Mable that sets out the quantity of Product requested and the price based on the price list provided to Mable. Orders must be confirmed within **four (4) business days**.
- ii. Brand shall ship all customer orders and submit valid tracking numbers within **four (4) business days** of receiving a purchase order.
- iii. All Orders must be shipped within **four (4) business days** of receiving the order.
- iv. Orders not fulfilled within these timeframes are subject to cancellation.

### b. Packaging & Shipment

- i. Brand shall use UNFI-branded packing slips, as made available via the Mable seller portal.
- ii. Brand agrees to package and ship Products in accordance with industry standards to ensure the integrity and safety of the Products during delivery.
- iii. All orders must be shipped from and to the United States.
- iv. All orders must be shipped with UPS or FedEx only.

### c. Product Listings, Inventory, & Pricing

- i. Brand shall maintain up-to-date, accurate Product catalog data in the Mable platform, including but not limited to inventory status.
- ii. Inventory statuses must reflect one of the following: “in stock,” “out of stock,” or “back-ordered.” Back-in-stock date must be provided if known.
- iii. Brand shall list Products at standard wholesale price, inclusive of applicable taxes, but without any added markup for shipping or packaging materials.

## 3. Performance Metrics and Enforcement

Brand agrees to maintain the following minimum performance standards throughout its participation in the UNFI Endless Aisle Program. These performance standards are measured on a rolling monthly basis unless otherwise noted. Failure to comply with these performance standards may result in suspension and/or removal from the UNFI Endless Aisle Program, in addition to any other rights or remedies UNFI or Mable may have under these UNFI Terms and the Mable Terms of Use.

### a. Order Management

- i. **Order Acceptance Time.** Brand must accept each Order and upload tracking number(s) for such Order within four (4) business days of receiving the Order.
  - ii. **Shipping time.** Products must be shipped to a retail customer within four (4) business days of receiving an Order.
  - iii. **PO Fulfillment Rate.** Brand shall maintain a minimum Order fulfillment rate of 98%. This means no more than 2% of all Orders received through the UNFI Endless Aisle Program may be canceled or left unfulfilled due to Brand’s inability to process and ship the Order in accordance with these UNFI Terms.
- Orders canceled by the Brand or automatically canceled due to non-fulfillment or lack of tracking upload will count against the fulfillment rate.
  - Order fulfillment cannot be paused during vacation time. UNFI Endless Aisle requires continuous fulfillment to maintain operational consistency. Brands that pause fulfillment must acknowledge that:
    - Unfulfilled orders during the pause may negatively impact their PO Fulfillment Rate.
    - A reduced fulfillment rate may jeopardize Your continued and future eligibility to participate in UNFI Endless Aisle Program.

### b. Damage & Incident-Free Delivery Rate

Brand must ensure that no more than two percent (2%) of Product Orders arrive damaged or with incident at a customer.

- Damage includes broken packaging, spoiled or melted goods, or otherwise unsellable items.
- Incidents include item(s) not being delivered, incorrect item(s) being delivered,

item(s) being expired or within 30 days of expiration date, item(s) with inaccurate product data.

- Brands must use appropriate protective packaging and follow shipment guidelines (e.g., coolant for perishable goods) to ensure damage-free delivery.

When damage or incident occurs, Brand is responsible for communicating with the customer and providing resolution in the form of replacement Product (shipping at cost of the Brand) or refund. If Brand is unable to provide a replacement Product or would prefer to issue a refund, Brand should reach out to Mable to facilitate.

### **c. Tracking Upload Time**

Brand must upload valid tracking information for each order within **four (4) business days** of receiving the purchase order.

- Failure to upload tracking within the required window may result in automatic cancellation of the order and a negative impact on performance standing.

### **d. Shipment Time**

Brand must physically ship all orders within **four (4) business days** of Order receipt.

- Large or complex Orders requiring special handling or exceeding two pallets may be granted additional fulfillment time upon advance notice and written approval by Mable.

### **e. Communication & Responsiveness**

Brand must respond to customer questions and claims within **one (1) business day**. Any other inquiries, compliance issues, or operational communications from Mable or UNFI's onboarding or operations teams must be answered within **two (2) business days**.

- Delays in communication that result in fulfillment or customer service issues may be considered a breach of these UNFI Endless Aisle Terms.

### **f. Performance Enforcement & Penalties**

- **Monitoring:** Mable will monitor Brand's compliance with these performance standards through automated reporting and manual review.
- **Exceptions:** Exceptions may be granted in limited circumstances at Mable or UNFI's sole discretion.
- **Termination:** Failure to remedy ongoing performance issues or repeated breaches may result in immediate suspension or permanent removal from the UNFI Endless Aisle program at Mable's sole discretion, with or without further notice.

## **4. Product Requirements**

### **a. Representations and Warranties**

Brand represents and warrants that all Products:

- i. Are free and clear of all liens, encumbrances, and third-party claims;
- ii. Are legal for sale in the United States, properly labeled, and not adulterated or misbranded;
- iii. Conform to specifications as published in the Mable platform;
- iv. If consumable, are fit for human consumption and able to pass without objection to trade;
- v. If Products contain non-food items, such Products are merchantable, free from defects in workmanship, materials and packaging, free from defects in construction and designed, and fit and sufficient for purpose for which they are intended and/or which is stated on the packaging;
- vi. Have not been manufactured using forced labor, prison labor, or illegal child labor;
- vii. Do not infringe on any third-party intellectual property rights;
- viii. Comply with all applicable U.S. federal, state, and local laws, including labeling, safety, and consumer protection regulations.

These warranties shall be deemed to extend to Mable, UNFI, UNFI's retail customers, and any end-users of the Products.

## **b. Recalls & Safety Alerts**

In the event of a Product recall, safety concern, or regulatory inquiry:

- i. Brand must immediately notify Mable upon learning of any defect, hazard, or compliance issue related to the Product.
- ii. Brand agrees to cooperate fully with Mable and UNFI in executing any recall or notification plan, including providing documentation, customer communications, and corrective action plans as reasonably requested.
- iii. Brand shall maintain up-to-date product safety, compliance, and traceability documentation (including, but not limited to, HACCP plans, audit certifications and reports, emergency contact lists, and regulatory compliance attestations) and shall promptly furnish such documentation to Mable upon request.
- iv. Brand is solely responsible for all costs, liabilities, and communications associated with any recall or regulatory enforcement action.

## **5. Title, Shipping & Taxes**

### **a. Seller of Record; Risk of Loss**

As between Brand and Mable, Brand shall be the seller of record for all Products sold on the Mable platform. Title to the Products shall pass to UNFI upon shipment by Brand. However, notwithstanding the passing of title to UNFI upon shipment, risk of loss or damage to the Products shall remain with Brand until the Product has been delivered to the applicable retail customer. Mable shall not be deemed to take title to or bear risk of loss for any Products at any time.

## **b. Taxes and Fees**

- i. Brand is solely responsible for determining, charging, and remitting any applicable sales tax, bottle deposits, excise taxes, or regulatory fees (“**Taxes and Fees**”).
- ii. All listed Product prices must include any such Taxes and Fees.
- iii. Brand shall notify Mable and/or UNFI if it becomes aware of any legal requirement that imposes tax remittance obligations on Mable or UNFI.

## **6. Indemnity**

Brand shall indemnify, defend, and hold harmless Mable, UNFI, their affiliates and subsidiaries, and their respective officers, directors, employees, agents and retail customers from and against any and all losses, damages, liabilities, claims, costs, expenses, judgments, penalties, and settlements (including reasonable attorneys’ fees) arising out of or related to claims by a third party alleging any of the following:

- i. Brand’s breach of these UNFI Endless Aisle Terms or any applicable laws or regulations;
- ii. Product liability claims, including injury, death, or property damage;
- iii. Allegations of intellectual property infringement; and
- iv. Recalls, safety alerts, or failure to comply with labeling and safety standards.

## **7. Limitation of Liability**

NEITHER UNFI NOR MABLE WILL BE LIABLE FOR ANY SERVICE INTERRUPTIONS ASSOCIATED WITH THE UNFI ENDLESS AISLE PROGRAM, INCLUDING BUT NOT LIMITED, SYSTEM FAILURES OR OTHER INTERRUPTIONS, THAT MAY AFFECT ENDLESS AISLE, THE TRANSMISSION OF DATA OR THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF ANY TRANSACTIONS. IN NO EVENT SHALL UNFI OR MABLE BE LIABLE TO YOU FOR ANY LOST PROFITS, LOSS OF BUSINESS, OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES ARISING OUT OF, OR HAVING TO DO WITH, THESE UNFI ENDLESS AISLE PROGRAM TERMS, WHETHER THOSE DAMAGES ARE ACTIONABLE UNDER CONTRACT, TORT, STATUTE, OR OTHERWISE, EVEN IF UNFI OR MABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MABLE’S AND UNFI’S TOTAL AGGREGATE LIABILITY TO YOU ARISING OUT OF, OR HAVING TO DO WITH, THESE ENDLESS AISLE TERMS, WHETHER THAT LIABILITY IS ACTIONABLE UNDER CONTRACT, TORT, STATUTE, OR OTHERWISE, SHALL NOT IN ANY CIRCUMSTANCES FOR EITHER MABLE OR UNFI EXCEED THE AMOUNT OF SUBSCRIPTION FEES AND COMMISSIONS PAID TO UNFI BY YOU IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

## **8. Customer Service**

Brand is responsible for providing customer service using the Mable messaging feature to respond to all customer inquiries within one (1) business day.

**1. Responsibility.** Brands are responsible for all customer service issues related to their orders, including claims, refunds, and customer questions. Customer messages and claims will be directly routed to Brand

in the Mable platform. If UNFI receives an inquiry from a customer, UNFI will direct the customer to contact Brand. If an issue cannot be resolved, Brand shall reach out to Mable for assistance.

**2. Responsiveness.** Brands must respond to all customer messages within one (1) business day of receiving a communication from a customer and provide prompt resolution of order issues.

**3. Quality.** Brands are required to provide high-quality, personalized customer service to customers. Brands must communicate professionally and politely with all customers.

**4. Escalation.** Where a customer issue requires special attention, UNFI or Mable may escalate that issue to a Brand’s primary customer service contact. Brands’ customer service escalation phone number and email address must be accurate in Mable Platform at all times.

**Failure to respond in accordance with any requirements, including insufficient responses or late responses may result in:**

- Mable refunding orders to satisfy the customer (refund will be deducted from a Brand’s payable balance)
- The temporary or indefinite suspension of Brand’s UNFI Endless Aisle Program account.
- Any other rights and remedies available to UNFI under these UNFI Endless Aisle Program Terms and Conditions

## 9. Insurance

As part of Your onboarding process and upon request thereafter, Brand must provide a certificate of insurance (“**COI**”) and a copy of the additional insured endorsement, provided by a carrier or carriers with an A.M. Best rating of at least A-, Financial Size category VII.

Brand must maintain, in any combination of primary and excess policy(ies), the following insurances from a carrier or carriers reasonably satisfactory to UNFI\*:

Insurance Coverage	Amount
Commercial General Liability	<p>If Products include supplements, meats (including beef, poultry, pork, lamb, jerky, deli meats), or seafood:</p> <ul style="list-style-type: none"> <li>• A combined single limit of five million dollars (\$5,000,000) for bodily injury and property damage per occurrence;</li> <li>• Five million dollars (\$5,000,000) for products/completed operations in aggregate; and</li> <li>• Five million dollars (\$5,000,000) general aggregate.</li> </ul> <p>If Products do not include the above:</p> <ul style="list-style-type: none"> <li>• One million (\$1,000,000) combined single limit for bodily injury and property damage per occurrence;</li> <li>• Two million dollars (\$2,000,000) for products/completed operations in aggregate; and</li> <li>• Two million dollars (\$2,000,000) general aggregate.</li> </ul>
Workers’ Compensation	Statutory coverage as required by law.

Employer's Liability	\$100,000 per accident for bodily injury or disease; \$1,000,000 in the aggregate for disease.
Commercial Automobile Liability	\$1,000,000 combined single limit covering bodily injury and property damage arising out of the use of any owned, non-owned, leased and hired autos.

The policy(ies) must designate "United Natural Foods, Inc. and its affiliates" as additional insureds on a primary non-contributory basis and will be endorsed to provide contractual liability insurance in the amount specified above, specifically covering Your obligations to defend and indemnify UNFI as set forth in these Terms and Conditions and specifying that such coverage is primary and not contributory. The policy(ies) must also contain a waiver of subrogation in favor of "United Natural Foods, Inc. and its affiliates."

The policy(ies) and certificates of insurance must also specify that UNFI will be given at least thirty (30) days prior written notice by the insurer in the event of any material modification, cancellation or termination of coverage. The required insurance coverage required be maintained by You for a minimum period of one (1) year following the later of the date of delivery of the last shipment Products, or termination or expiration of these Terms (if applicable).

## 10. Documents

Prior to listing Products on UNFI Endless Aisle Program, Brand is required to submit any applicable documents to UNFI (to the extent not already on file with UNFI), including but not limited to Food Safety & Quality Assurance certificate and relevant Product attribute certificates (organic, kosher, etc.). Brand must maintain current versions of these documents at all times and provide updated documents to UNFI upon request.