

# TECHNICAL SPECIFICATIONS

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# FREIGHT LOGISTICS

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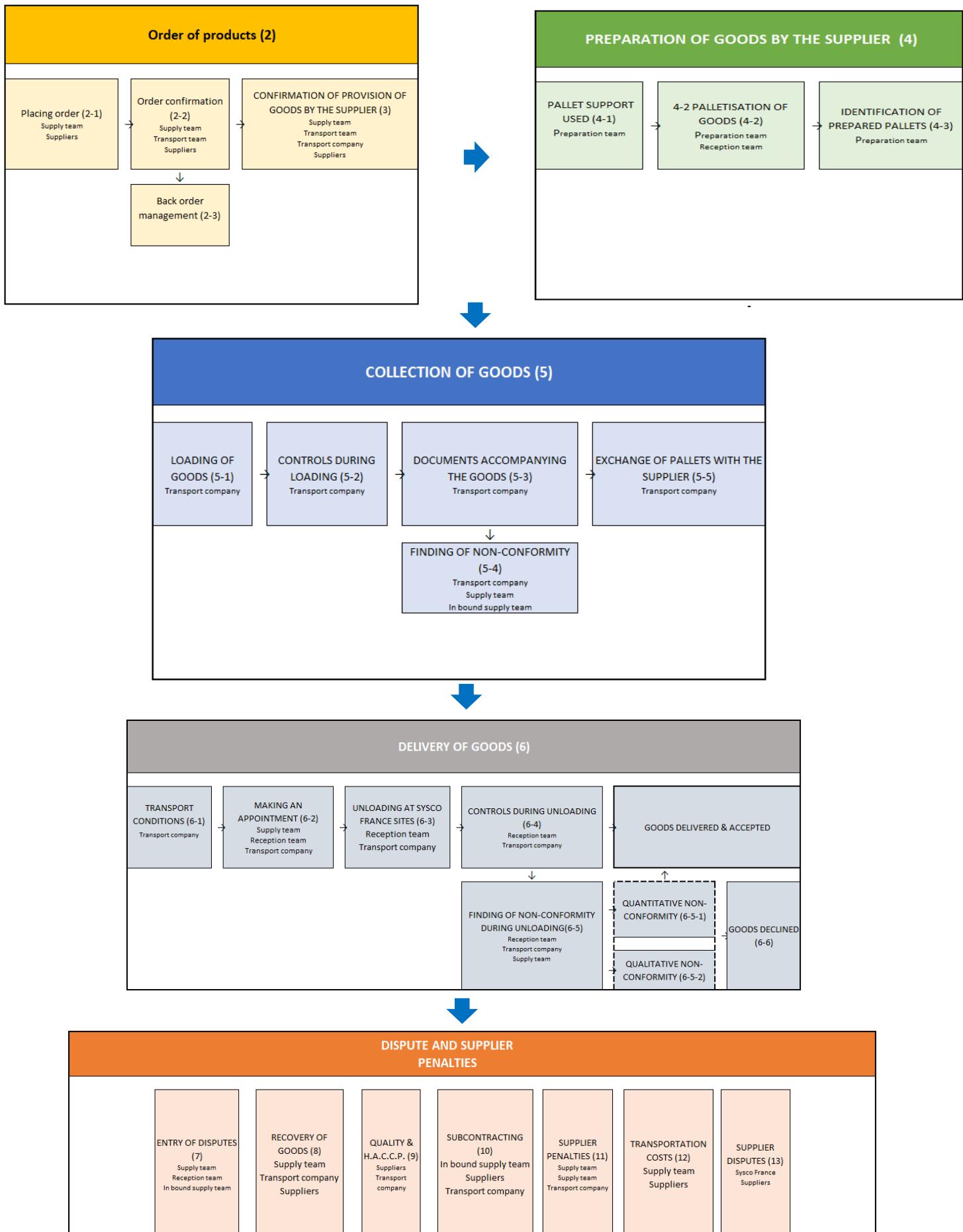
- ⇒ Regional Managing Directors - SYSCO FRANCE
- ⇒ Procurement Services - SYSCO FRANCE
- ⇒ Purchasing Department - SYSCO FRANCE
- ⇒ Quality Department - SYSCO FRANCE
- ⇒ Accounting Department - SYSCO FRANCE
- ⇒ Legal Department - SYSCO FRANCE
- ⇒ Upstream Transport Department - SYSCO FRANCE
- ⇒ Suppliers of Goods
- ⇒ Carriers

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The conditions mentioned in these Technical Specifications are **determining conditions** for the referencing of SYSCO FRANCE's suppliers and carriers for Frozen, Fresh, Ambient and Non-Food goods (including hazardous materials).

Consequently, the terms and conditions of these specifications are additional to SYSCO FRANCE's general terms and conditions of purchase, of which the supplier has full knowledge (excluding the carrier).

As far as the enforceability of these technical specifications against suppliers and carriers is concerned, SYSCO FRANCE and the supplier are bound by an agreement; these technical specifications form an indivisible whole with the agreement. Signing this agreement implies acceptance of these technical specifications by the supplier.

In all cases, these specifications apply to the relationship between SYSCO FRANCE and suppliers and carriers.

## 1 - GENERAL

### 1-1 DEFINITIONS

**SUPPLIER:** A person or company that buys, manufactures, processes or packages products listed by SYSCO FRANCE and sells its goods to SYSCO FRANCE.

**CARRIER:** Service provider who provides transport.

### 1-2 CONFORMITY WITH THE REGULATIONS IN FORCE

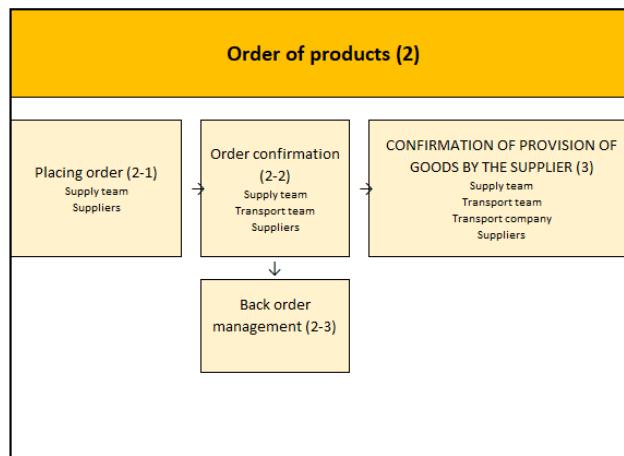
- ⇒ The carrier declares that he is duly registered in the register of carriers and hirers, and that he holds the community licences and/or domestic transport licences as well as the technical approvals and sanitary conformity certificates for temperature-controlled transport vehicles, necessary for the performance of this service.
- ⇒ The carrier declares that he regularly takes out insurance covering the goods transported and his contractual liability as a public carrier of goods.
- ⇒ The carrier agrees to transport the goods in accordance with the current legal and regulatory provisions
- ⇒ In particular, the carrier agrees to comply with the provisions of the Sécurité et Modernisation du transport routier act of February 1<sup>st</sup>, 1995 (December 1<sup>st</sup>, 2010) and the Gayssot Act (February 6<sup>th</sup>, 1998, JO February 7<sup>th</sup>).
- ⇒ In the event that the transport conditions requested by SYSCO France do not allow for conformity with the regulations in force, the carrier will inform SYSCO France and propose a solution compatible with the respect of these regulations.
- ⇒ The carrier agrees to ensure that, in the performance of this service, its drivers wear clean and decent clothing, behave properly and wear safety shoes when travelling on SYSCO France sites.
- ⇒ The supplier and the carrier declare that they comply with all the regulations applicable to their activity and that they are up to date with all taxes and social security contributions.
- ⇒ The handling of hazardous materials (transport/loading/unloading) will have to comply with the ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road) regulations on the transport of hazardous materials by land.
- ⇒ A Security Protocol established for each SYSCO France site must have been previously set up and transmitted by the suppliers to their carriers by Franco or by SYSCO France in the case of chartered carriers.

This security protocol concerns all transport operations carried out on SYSCO France sites.

- ⇒ Specificity in the event of a COVID-19 health crisis:

The carrier must apply the latest governmental measures in force as well as the sanitary rules requested by SYSCO France, such as the respect of barrier gestures (wearing a mask and social distancing, among others).

## 2 - ORDERED GOODS BY THE SUPPLY DEPARTMENT OF SYSCO FRANCE



### 2-1 PLACING ORDERS

The orders are communicated to the supplier, by auto-mail or by electronical data interchange, on a daily basis, by the different supply departments of SYSCO FRANCE.

Orders are communicated to the supplier from Monday to Friday, between **6 a.m.-6 p.m.** In the case of Departure, i.e. SYSCO FRANCE takes care of collecting the ordered goods, the orders are placed by the Supply Department according to the supplier's availability time and in order to respect the SYSCO FRANCE transport plan.

The supplier must inform the procurement department in advance of any changes regarding interlocutors who process orders as well as in the way orders are transmitted. A written confirmation of the requested change(s) will be sent to the supplier.

### 2-2 ORDER CONFIRMATION

Order confirmations and quantities available from suppliers is processed by default, i.e. without a return from the supplier, within a maximum of **6 working hours** of their receipt, the orders, quantities, and associated delivery times are considered valid.

Any breakage should be communicated jointly to the file supplier and the buyer.

In the case of outgoing charges, this confirmation must be processed by the Supply Department within **2 working hours**.

Thus, the supplier commits to deliver or make available the ordered goods, in the quantities and within the deadlines mentioned on the SYSCO FRANCE order or specified by the Upstream Transport Department.

No modification of orders by the supplier will be accepted without the express agreement of the SYSCO FRANCE Supply Department.

In the case of collection by SYSCO FRANCE, the place of collection of the goods must be known. The aim is to be on a 1 order = 1 pick-up location scheme. Any change of storage location for an item or all of a supplier's products must be communicated by the supplier to SYSCO FRANCE's Upstream Transport Department.

### 2-3 BACKORDERS MANAGEMENT

The quantities ordered must be delivered in one go, we do not handle backorders. The part of the order corresponding to a backorder is considered cancelled, unless SYSCO FRANCE expressly accepts it.

## 3 - CONFIRMATION OF PROVISION OF GOODS BY THE SUPPLIER (DEPARTURE)

Confirmation of the availability of the goods by the supplier **MUST be carried out and confirmed in writing** (fax or e-mail) **to the carriers chartered by SYSCO FRANCE** within a minimum of 24 hours from the day of collection of the order.

In case of mandatory loading references - these must be communicated to the address list provided (carrier + transport department).

For the Expenses, the carrier will be asked to confirm the announcements at the latest on the day of collection in the morning (fax or electronical data interchange).

The supplier **MUST** report any shortages to the relevant Supply Department.

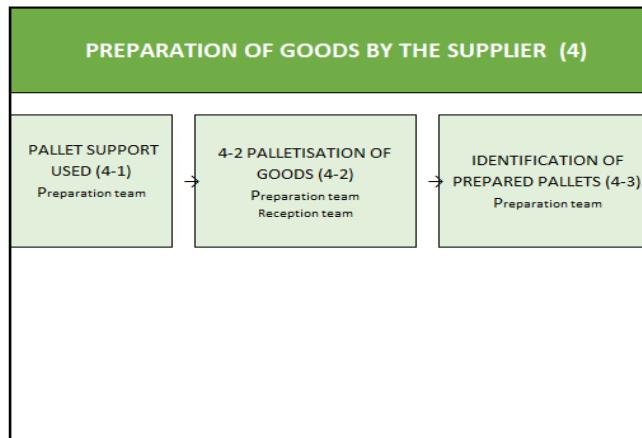
The place of collection must be known by SYSCO FRANCE. The supplier undertakes to inform SYSCO FRANCE's Upstream Transport Department of any change in storage location.

The supplier will also have to communicate to the carrier chartered by SYSCO FRANCE, a schedule (if operating on an appointment basis) or communicate the time slot for loading the goods to the SYSCO FRANCE Upstream Transport Department so that the carrier can integrate it into its Transport Order shipments.

The following information must be communicated to the carriers chartered by SYSCO FRANCE:

- **Number of orders to be collected,**
- **Places where goods are collected,**
- **Quantities to be collected / Pallet equivalent,**
- **NET weight of goods collected by the carrier** (invoicing of the goods transported),
- **Gross weight to be taken over by the carrier** (payload carried).

#### 4 - PREPARATION OF GOODS BY THE SUPPLIER



The goods prepared for SYSCO FRANCE must be made available after having respected all the manufacturing conditions. The temperature stabilisation period must be respected according to the characteristics of the deep-frozen and frozen products.

The cardboard quality must be able to withstand crushing, taking the palletisation into account. It must be properly closed, glued, taped or strapped. In general, the boxes should be well maintained. Any pallet delivered or transported must have a stabilisation system that allows it to be moved or stored at height without risk to personnel. This stability can be achieved by wrapping, strapping or any other system that prevents packages from falling and risks to operators and staff.

Before any modification affecting the product, in particular any modification of the list of ingredients, the packaging, the labelling or the production site, the supplier will inform the Purchasing and Quality Department of SYSCO France in writing.

Dangerous goods must be packaged and labelled appropriately in accordance with current regulations.

#### 4-1 PALLET SUPPORT USED

The goods must be placed only on EUROPE type pallets (80 x 120), wooden pallets stamped "EUR", in good condition, clean, dry, without visible nails, without extraneous matter, not soiled and free of odours (EPAL standard).

**No goods should be prepared on any pallets other than the EUROPE type pallets. Any other type of support will be considered as lost support.**

#### 4-2 PALLETISATION OF GOODS

In order to be able to check the goods on receipt, the prepared packages must be positioned on the pallet so that the following information is clearly visible:

**Package labelling /Shelf Life-Best Before Date-Expiration Date/ Batch numbers.**

The maximum height of the pallets must not exceed 1.90 metres (including the pallet support).

The pallets should be made up as follows:

- only one recipient SYSCO FRANCE site per pallet,
- grouping of quantities of the same product on a single pallet (pallet layer assembly) as homogeneously as possible,
- for stacked pallets of fresh produce, the presence of an interlayer of sufficient quality to protect the products concerned is mandatory. Stacking fragile products is strictly prohibited,
- for frozen products, plastic corner protectors for pallets are forbidden (risk of breakage in negative temperatures).

**HOMOGENEOUS pallets**

→ Only one Shelf Life-Best Before Date-Expiration Date is allowed per pallet for carriers delivering to Concentrators / Megahubs.

Below is the list of Sysco France's Megahubs:

Name	Postal code	Locality	Street and house number
ARTIPOLIS LOMME (AT10)	59465	LOMME	Plateforme Multimodale
CAP GEL LE HAVRE (6934)	76700	GONFREVILLE L'ORCHER	Route des Marais
EFBS LE HAVRE (6937)	76600	LE HAVRE	10 à 30 rue du Pont VI
MADRIAS BRIVE (6925)	19270	USSAC	Lieu-dit Les Lavaux
NORFRIGO BOULOGNE (6917)	62200	BOULOGNE-SUR-MER	160, rue des Margats
STG ORLY (OR10)	94130	ORLY	1 rue du Puits Dixme
SOFRINO DIEPPE (6916)	76200	DIEPPE	10 rue des Jardins Ouvriers
STEF MOREAC (6338)	56500	MOREAC	Locminé
STG NOYAL (SV10)	35530	NOYAL-SUR-VILAINE	1 Rue de la Richardière
MADRIAS USSAC (UC10)	19270	USSAC	Lieu-dit Les Lavaux
DIEPPE (6923)	76370	ROUXMESNIL-BOUTEILLES	Z.I. Louis Delaporte
LAMBALLE (LB10)	22405	LAMBALLE CEDEX	3 rue de la Soudraie
LAGNY (6936)	60330	LAGNY LE SEC	Rue de la Paix
PIERRELATTE (PL10)	26700	PIERRELATTE	ZI de Faveyrolles, rue Evariste Gallois

→ Maximum of 3 different Shelf Life-Best Before Date-Expiration Date per pallet for suppliers delivering to other than hub warehouses.



→ The shortest Shelf Life-Best Before Date-Expiration Date should be positioned on the top of the pallet.

### **HETEROGENEOUS pallets**

→ **Only one Shelf Life-Best Before Date-Expiration Date** authorised per pallet for carriers delivering to Concentrator/Megahub warehouses (see list of warehouses above).

→ Maximum of 3 different Shelf Life-Best Before Date-Expiration Date per pallet for suppliers delivering to other places than Concentrator warehouses.

→ The shortest Shelf Life-Best Before Date-Expiration Date should be positioned on top.

→ Presence of an intermediate pallet and a sufficiently high-quality divider at each product changeover (EUR 80 x 120 pallet).

Quantities of less than one pallet layer should also be grouped on the same pallet and positioned in a "stack". In general, palletisation should be adapted to the products, quality and size of the packaging.

#### **All pallets, thus constituted, must be covered with plastic wrap.**

Pallets that do not comply with SYSCO FRANCE's various requirements may be refused by SYSCO FRANCE's reception services.

The supplier commits to not excessively stacking the pallets intended to be loaded by SYSCO FRANCE's carrier on his dock so that he can properly check them.

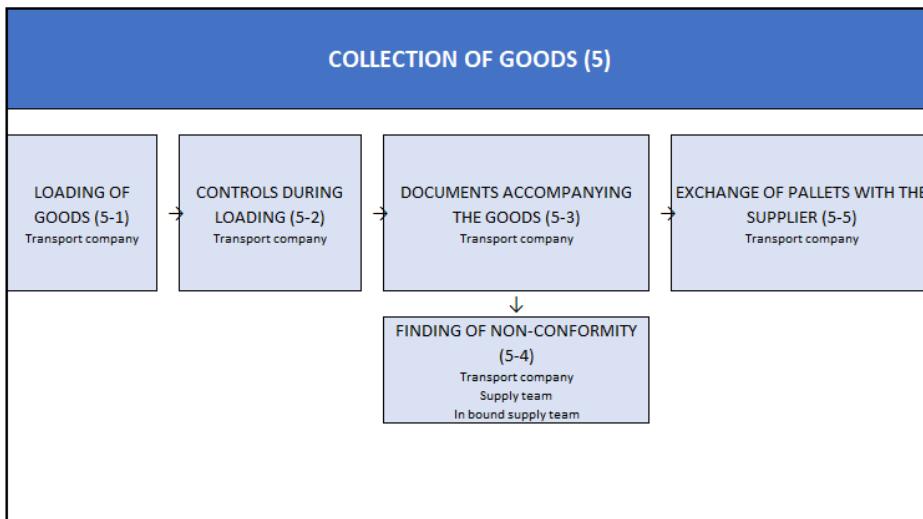
### **4-3 IDENTIFICATION OF PREPARED PALLETS**

Prepared and covered pallets must be identified, and the following information must be clearly and accurately displayed on the pallet label:

- **Sender's name and address,**
- **Recipient's name and address,**
- **SYSCO France's order number,**
- **Type of goods (FROZEN / FRESH),**
- **The pallet number out of the total number of pallets prepared for the recipient SYSCO FRANCE site,**
- **For multi-lot or multi-reference pallets, a traceability listing (lot/quantity/associated Shelf Life-Best Before Date-Expiration Date).**

The pallet label should be **positioned on each width of the pallet** (side 80 of the pallet).

In the case of dangerous goods, each dangerous good must be coded correctly. In addition to its official designation (non-trade name), an international identification number given by the UN, is attributed to it. This number includes the hazard class, classification code, packing group, special provisions, tunnel restriction code.

**5 – COLLECTION OF GOODS**


At SYSCO FRANCE's request, the carrier undertakes to transport the goods in vehicles that are in good condition, clean, dry, watertight, free of odours, adapted to the nature of the goods to be transported, and equipped with bars or grids for securing or strapping.

For the hazardous material part, it is the responsibility of all those involved in the loading of dangerous goods to ensure that they comply with the ADR rules and have precise knowledge of the information contained in the safety protocol in order to prevent risks linked to the handling of packages and to coactivity around vehicles.

### 5-1 LOADING OF GOODS

At SYSCO FRANCE's request, the carrier must respect the loading conditions indicated below/

- ⇒ The driver must be present during loading operations to ensure that the load is not likely to compromise safety and must ensure that the weights are correctly balanced.
- ⇒ If there is a risk, the driver must then request that the load be re-loaded in satisfactory conditions or refuse to take over the goods.
- ⇒ If the driver is not present at the loading, he must indicate this on the transport document.
- ⇒ The driver should check that the load layout allows for normal air circulation and thus good temperature distribution.

Please note that the pallets should be loaded in the 80/120 direction to allow handling of incoming pallets. Pallets loaded in the 120/80 direction will be systematically refused because the sites do not have the appropriate equipment to handle these pallets.

The costs generated by non-compliance with these deadlines will be invoiced to the supplier.

-For shipments of less than three tonnes: The total duration of the vehicle's availability is a maximum of:

- 1° For shipments of less than one hundred kilograms consisting of less than twenty packages: fifteen minutes.
- 2° For other shipments: thirty minutes.

-For shipments of three tonnes or more: The total duration of the vehicle's availability is a maximum of:

- 1° For shipments of between three and ten tonnes and not exceeding thirty cubic metres:
  - a) One hour if the appointment is kept,

- (b) One and a half hours if the time slot is respected,
- (c) Two hours in all other cases.
- 2° For shipments of more than ten tonnes or more than thirty cubic metres:
  - a) One hour if the appointment is kept,
  - (b) Two hours if the time slot is respected,
  - (c) Three hours in all other cases.

In the case of an appointment, a delay of 30 minutes in relation to the scheduled arrival time is allowed, as well as an extension of the vehicle's immobilisation time of 30 minutes.

## 5-2 CONTROLS DURING LOADING

The carrier shall carry out the following checks:

The driver should make sure to have the documents that accompany the goods.

The driver shall ensure that the pallets taken over are **correctly identified**.

The driver shall check the pallet's number and condition, as well as the pallet's number and condition supports taken over (in accordance with the supplier's confirmation of provision).

The driver must ensure that **the packages taken over are in good condition**.

The driver will have to ensure the good conformity of the goods' temperatures which are taken in charge **according to the requirements of SYSCO FRANCE**. A temperature check will be carried out at the **beginning, middle and end of loading**.

### 5.2.1 PRODUCTS TO BE STORED AT DIRECTED TEMPERATURE

The temperature should be taken using an electronic thermometer with a calibrated clean probe, in accordance with the **EN 13485 standard**.

Controlled pallets must be recognisable and identified with a card, showing the carrier's logo and the words "TEMPERATURE CONTROL CARRIED OUT ON THIS PALLET".

#### **1° - SURFACE temperature measurement**

The temperature should be taken initially between 2 packages (e.g. cartons).

Then, in a second step if the reading is not satisfactory, between 2 sales units (e.g. bags) within a package.

If the temperature required by SYSCO FRANCE is still not reached, a destructive control of the product's core may be requested in a third phase.

#### **2° - Temperature measurement AT THE CORE OF THE PRODUCT**

If the surface temperatures recorded by the driver are not satisfactory, the driver will ask the supplier to take a temperature reading on the product in his presence (destructive testing). This will allow the driver and the supplier to take a **contradictory temperature reading** on the same goods.

Under no circumstances is the driver authorised to take a temperature reading on the product (destructive testing) without the supplier's agreement.

=> if the core temperature of the product is **≤** the accepted limit temperature:

→ **Acceptance of the goods by the carrier.**

=> if the core temperature of the product is **>** the accepted limit temperature:

→ **Rejection of goods.**

Temperature of the goods at LOADING at the SENDER's premises shall be:

LOADING TEMPERATURE at the SENDER	Products in NEGATIVE COLD		
	SURFACE *	SURFACE TOLERANCE	AT CORE **
ICE CREAMS	< or = - 20 °C	No TOLERANCE	< or = - 20 °C
FROZEN PRODUCTS and FROZEN FISHERY PRODUCTS	< or = - 18 °C	No TOLERANCE	< or = - 18 °C
OTHER FROZEN PRODUCTS	See Product Labelling	No TOLERANCE if T° = -12	See Product Labelling

\* In SURFACE = between Carton or between SU (Sales Unit)

\*AT THE CORE = at the core of the product (destructive testing)

LOADING TEMPERATURE at the SENDER's	Products in POSITIVE COLD	
	On the surface and in at the CORE	TOLERANCE
GROUND MEAT AND FRESH FISH	Between 0° and + 2 °C	No TOLERANCE
OTHER FRESH PRODUCTS	According to product labelling	No TOLERANCE
GROCERY STORE	No control TEMPERATURE	

All controlled temperatures should be **mentioned** on the transport document.

### **5.2.2 PRODUCTS TO BE STORED AT AM TEMPERATURE**

Except in special cases requested by SYSCO FRANCE, there is no temperature control.

## 5-3 DOCUMENTS ACCOMPANYING THE GOODS

### **5.3.1 DELIVERY NOTE OR COLLECTION SLIP**

Once the goods have been loaded, the supplier agrees to give the driver the goods delivery notes and/or pick-up slips related to the goods taken over by the carrier chartered by SYSCO FRANCE (in duplicate).

**Please note that the supplier must issue a goods delivery note and/or collection slip for each SYSCO FRANCE order number.**

In addition, the driver must check that the documents issued to him do not indicate a total gross weight in excess of the payload of his vehicle.

The supplier's delivery note should contain the following information:

- **Name of the recipient,**
- **Place of delivery,**
- **Delivery date,**
- **SYSKO France's order number,**
- **Denomination of goods,**
- **Quantity to be delivered,**
- **Net weight of goods,**
- **Gross weight of goods,**
- **Batch number,**
- **Identification of the Shelf Life-Best Before Date-Expiration Date.**

Please note that the supplier must also attach all other documents required by the legislation in force or the specifications of the SYSCO FRANCE order (in particular the health documentation).

### **5.3.2 TRANSPORT DOCUMENT (CONSIGNMENT NOTE)**

For each collection, the carrier, chartered by SYSCO FRANCE, will establish a transport document (consignment note). This document should be fully completed and signed by the driver and the consignor at the end of the loading process.

The transport document must show **the gross weight taken on board** by the carrier chartered by SYSCO FRANCE. After checking the load and if necessary, the driver must make the necessary reservations.

The driver and the supplier sign the transport document (date, name and signature) issued by the carrier.

**The supplier shall keep a copy.**

### **5.3.3 DECLARATION OF HAZARDOUS GOODS**

All transport of hazardous goods, regulated by the ADR, must be accompanied by a transport document commonly known as a "Hazardous Goods Declaration". It must include the mandatory information that allows the load to be identified qualitatively and quantitatively.

Written instructions for the vehicle crew must be present in the vehicle and properly understood so that the driver can apply them.

### 5.3.4 RESERVES ACQUISITION

The reserve must :

- **be formalised in writing,**
- **be present on all copies of the transport document,**
- **identify the goods and quantities involved,**
- **clearly define the reason for the reserve,**
- **be dated and signed by the driver and the supplier.**

### 5.3.5 PROVISION OF DOCUMENTS

Upon specific request from SYSCO FRANCE to obtain proof of delivery, the carrier must be able to provide all information related to the delivery within **24 hours** and a copy of the signed document (with or without reservations) within a **maximum of 7 days**.

## 5-4 FINDING OF NON-CONFORMITY DURING LOADING

The goods shall not be taken over by the carrier if the latter presents himself with a vehicle that is not suitable for transporting the goods or whose interior is found to be unsanitary for the transport of foodstuffs.

Goods that are not in conformity with the order shall not be accepted by the carrier:

- **Non-conforming packaging:** damaged or wet cartons, presence of ice, etc.
- **Non-compliant temperature of goods:** see Annex 1
- **Lack of pallet labelling** (unidentified pallet)
- **Non-compliant palletization:**
  - Pallet assembly with a risk of damage to the goods during transport,
  - Mounting with risk of damage,
  - Absence or inadequacy of plastic wrap or of the system for holding packages that present risks to staff during movement or transport.
- **Goods not announced at the time of confirmation of availability of the goods**
- **Non-compliant support** (other than EUROPE pallet)

Goods declared as non-conforming must be the subject of a **clear and precise reservation on the transport document**, signed by the supplier and driver.

For all incidents or anomalies occurring during the loading of the goods, the carrier undertakes to inform the SYSCO FRANCE contact person in the Supply department concerned and/or the Upstream Transport department as soon as possible in order to establish a link with the supplier.

## 5-5 EXCHANGE OF PALLETS WITH THE SUPPLIER

The supplier and the carrier undertake to exchange only **EUROPEAN type pallets** (standard size: 80 x 120), wooden pallets stamped "EUR", in good condition, clean, dry, without visible nails, without extraneous matter, not soiled and free of odours (EPAL standard).

The exchange will take place at the end of the loading, number by number and quality for quality. The carrier shall identify on the transport document the number of pallets exchanged with the supplier.

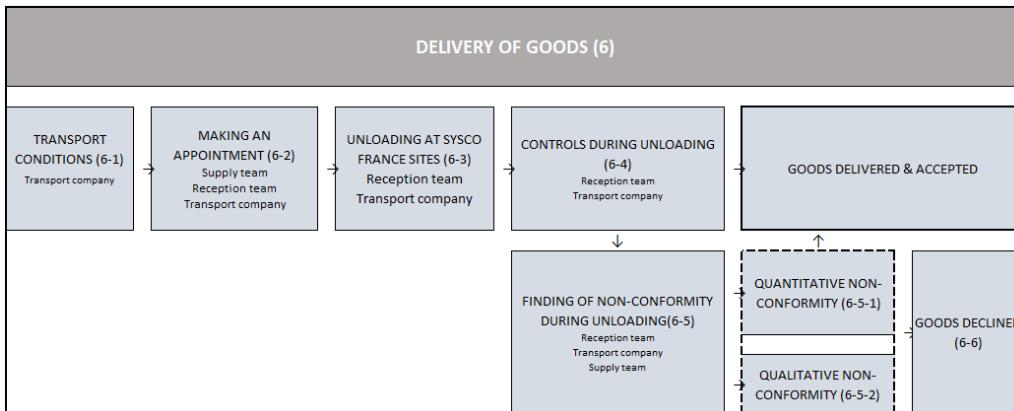
SYSCO FRANCE will be sensitive and will pay particular attention to the management of pallet balances by the carrier at its suppliers in order to avoid any drift.

The carrier undertakes not to exchange non-European type pallets with SYSCO FRANCE suppliers.

It should be noted that the exchange of pallets also concerns the intermediate pallets positioned between every product.

**Any other type of support will be considered as lost support.**

## 6 - DELIVERY OF GOODS



### 6-1 TRANSPORT CONDITIONS

Transport must be carried out by vehicles that are in good condition, clean, dry, leak-proof, odour-free and suitable for the nature of the goods to be transported.

The refrigeration units must be in perfect working order (no leaks that could damage the packaging and its contents). The carrier undertakes to use vehicles adapted to SYSCO FRANCE's access and loading and unloading facilities.

The carrier is prohibited from transporting or storing the goods with products, whether food or non-food, unpackaged or odorous, and in general with any product that is harmful or incompatible with the goods destined for SYSCO FRANCE.

With regard to hazardous goods, it is the responsibility of all those involved in the unloading of hazardous goods to ensure that the rules of the ADR are respected and that they have precise knowledge of the information contained in the safety protocol in order to prevent risks linked to the handling of packages and to co-activity around the vehicles.

Finally, the carrier undertakes to transport the goods under the following conditions:

- ⇒ **The transport of goods must be carried out in refrigerated boxes set at a temperature of  $\leq -22^\circ$  for the transport of deep-frozen or frozen products and between  $0$  and  $+2^\circ\text{C}$  for fresh products.**
- ⇒ These products must be transported exclusively in class C refrigerated vehicles or swap bodies identified as FRC (ATP agreement), in accordance with the health and technical regulations in force.
- ⇒ The carrier will be responsible for maintaining the required temperature throughout the transport and at the storage areas in case of load breakage. The carrier undertakes to comply with the provisions of Directive EEC/89/108 on the maintenance of temperatures during transport and delivery.

The carrier will also have to comply with the EEC/92/1 Directive on temperature recording. The measuring instruments used to monitor temperature must comply with EN12830, EN13485, and EN13486. SYSCO FRANCE may then occasionally ask the carrier to provide proof of the temperature recordings.

The supplier undertakes to apply the legislation in force and all the points mentioned in these specifications to **all its subcontractors or other partners** (in terms of transport, storage, traceability and monitoring and respect of the cold chain).

The carrier undertakes not to use **any subcontractor without the agreement of SYSCO France**.

### 6-2 MAKING AN APPOINTMENT

Appointments are compulsory on all SYSCO FRANCE sites (except for exceptions linked to the operation and organisation of the site).

As soon as the order is received, the supplier, through his carrier or the carrier chartered by SYSCO FRANCE, must make an appointment within 24 hours with the reception service of the recipient SYSCO FRANCE site. For non-food products, appointments must be made 48 hours in advance by email.

The opening hours of SYSCO FRANCE's reception services are generally from Monday to Friday, from 6:00 a.m. to 11:00 a.m., except in special cases specific to a site and its organization. The carrier will be notified of these times.

**Except in exceptional cases, no delivery will be accepted unless an appointment is made in advance with the SYSCO FRANCE reception department concerned.**

### 6-3 UNLOADING AT SYSCO FRANCE SITES

Generally speaking, unloading operations are carried out exclusively by SYSCO FRANCE's Reception Department personnel. The carrier chartered by the supplier or by SYSCO France undertakes to respect the following rules:

On arrival at the site, drivers must indicate their presence by handing over all the documents relating to the delivery (consignment note and supplier's delivery note and, if applicable, the health documentation) to the Reception office.

Once authorised by the Reception department, the driver can then open the vehicle doors to dock. The unloading time includes the time needed to check the condition of the goods.

Arrival time :

- If the driver arrives early, the unloading time will start from the time of the appointment.
- If the driver arrives late, the unloading period will start when the vehicle is docked

The driver must be present during all unloading and control operations carried out by SYSCO FRANCE personnel. The immobilisation of the vehicle ends after the unloading, the controls and the signing of the transport documents by the consignee.

The driver must enter the arrival and departure times of his vehicle on the consignment note (in the boxes provided for this purpose), and have this document signed by the reception department of the SYSCO FRANCE site.

In the event of any delay due to the carrier, the supplier undertakes to inform SYSCO FRANCE's reception department. Any delay of more than 30 minutes is considered as a delay.

### 6-4 CONTROLS DURING UNLOADING

Once the truck has been docked, the SYSCO FRANCE receiver, in the presence of the driver, must carry out a certain number of qualitative and quantitative safety checks.

If the carrier could not wait for the inspection by the receiver to be completed, reservations for a subsequent inspection with a time limit of 4 hours shall be entered in the consignment note (see GTC).

#### SECURITY CONTROL

- Checking the stability system
- Wrapping (sufficient), strapping (unaltered) etc., allowing the received pallet to be moved or even stored at height.

#### QUANTITATIVE CONTROL

- Counting of quantities received (reconciliation of SYSCO FRANCE order/supplier delivery note)

#### QUALITY CONTROL

- Conformity of pallets and packages received
- Conformity of the labelling and legal information on the packages
- Appearance of goods
- Control of Shelf Life-Best Before Date-Expiration Date → With reference to the negotiated Minimum Remaining Duration
- Temperature control of goods.
- Pallets displaying the sign with the carrier's logo and the words "TEMPERATURE CONTROL CARRIED OUT

ON THIS PALLET" will be checked first.

### **1° - SURFACE temperature measurement**

The temperature should first be taken between two packages (e.g. cartons), then, if the reading is not satisfactory, between two sales units (e.g. bags) within a package.

### **2° - Temperature measurement AT THE CORE OF THE PRODUCT**

If the temperatures recorded by the receiver are not satisfactory, the receiver must carry out, in the presence of the driver, a check of the core temperature of the product (destructive test). This will allow the receiver and the driver to take a contradictory temperature reading on the same goods.

=> if the core temperature of the product is  $\leq$  the accepted limit temperature:

→ **Acceptance of the goods by the SYSCO FRANCE Reception**

=> if the core temperature of the product is  $>$  the accepted limit temperature:

→ **Rejection of goods**

The goods' temperature at the UNLOADING site at the DESTINATION site shall be:

TEMPERATURE AT UNLOADING at the DESTINATION site	Products in NEGATIVE COLD		
	SURFACE *	SURFACE TOLERANCE	AT CORE **
ICE CREAMS	< or = - 18 °C	TOLERANCE of 3°C	< or = - 18 °C
FROZEN PRODUCTS and FROZEN FISHERY PRODUCTS	< or = - 18 °C	TOLERANCE of 3°C	< or = - 18 °C
OTHER FROZEN PRODUCTS	See Product Labelling	No TOLERANCE	See Product Labelling

\* In SURFACE = between Carton or between SU (Sales Unit)

\*\*AT THE CORE = at the core of the product (destructive testing)

TEMPERATURE AT UNLOADING at the DESTINATION site	Products in POSITIVE COLD		
	SURFACE	TOLERANCE on the surface	AT CORE **
GROUND MEAT AND FRESH FISH	Between 0° and + 2 °C	Between 0° and + 4 °C	Between 0° and + 2 °C
OTHER FRESH PRODUCTS	According to product labelling	Product Labelling T° + 2°C max	Product Labelling T° + 1° C max
GROCERY STORE	No control TEMPERATURE		

## 6-5 FINDING OF NON-CONFORMITY DURING UNLOADING

In the event that the carrier does not present all or part of the documents required to receive the goods, the supplier undertakes to communicate the missing documents during the opening hours of the SYSCO FRANCE reception department concerned, on the day of delivery.

For any type of refusal, the SYSCO FRANCE receiver will have to indicate, in a clear and precise way, the non-conformity on the transport document, then sign it.

Upon specific request from SYSCO FRANCE to obtain proof of compliance with the cold chain, the carrier must be able to provide the data from the automatic temperature recorders of the boxes within **48 hours**.

SYSKO FRANCE reserves the right to issue **reserves within a maximum of 24 hours after unloading** on its sites.

### **6.5.1 QUANTITATIVE NON-CONFORMITY**

SYSKO FRANCE reserves the right to refuse any quantities delivered and not ordered. SYSCO FRANCE also reserves the right to refuse any goods ordered and delivered outside of the scheduled delivery schedule.

Any goods declared missing or in excess must be the subject of **a clear and precise reservation on the transport document**.

### **QUANTITATIVE NON-CONFORMITY / SHORTAGES, SURPLUSES AND REVERSALS**

If the error is due to the carrier and the goods are not found, the missing goods (also in the case of reversal) are

invoiced to the carrier (Transport dispute).

If the goods are found by the carrier, he is obliged to deliver them the next day by appointment (subject to the agreement of the Procurement Department). An order for the recovered balance will be created by SYSCO FRANCE. When the goods are not destined for one of the SYSCO FRANCE depots, the refusal is systematic (subject to the agreement of the Supply department).

**Case of Departure :** SYSCO FRANCE has commissioned a carrier:

- If the error comes from the supplier: the Reception must inform the Supply department so that the Supplier takes back the goods not intended for the warehouse as soon as possible. The Supplier shall issue a take-back voucher to its Carrier to take back the goods delivered by mistake.
- If the error originates from the Carrier: the goods are systematically returned to him if they cannot be kept by the warehouse.

**Franco case:** All goods must be handed over by SYSCO FRANCE Reception to the carriers who deliver, on the day of delivery, after having informed the relevant Supply department.

#### 6.5.2 QUALITATIVE NON-CONFORMITY

Goods may be refused on the following grounds:

- **Goods received and not ordered:** product error, weight error, etc,
- **Lack of hygiene:** dirty, damaged truck body, presence of odour, etc,
- **Palletisation not in accordance with SYSCO FRANCE requirements,**
- **Non-conforming packaging:** damaged or wet cardboard, frost, etc,
- **Foreign language labelling and/or missing or incomplete legal information,**
- **Shelf Life-Best Before Date-Expiration Date lower than SYSCO FRANCE's requirements,**
- **Product does not comply with the quality charter,**
- **Product does not comply with the quality charter,**
- **Product does not comply with quality specifications** (private label products),
- **Missing documents** (delivery note, etc.),
- **Poor support.**

Goods declared to be non-conforming must be the subject of a **clear and precise reservation on the transport document** on the day of delivery.

In the case of a non-conformity due to the Supplier (missing labelling, weight defect, etc.) noted during the reception control at SYSCO FRANCE, the Carrier will invoice SYSCO FRANCE for the **outbound transportation** of the non-conforming goods under a specific codification (noted below). SYSCO FRANCE will then re-invoice this same transport to the supplier concerned.

The invoice should clearly and precisely identify this supplier dispute. This service will be invoiced individually.

#### Example

The Meaux reception service has established that there is a dispute due to the supplier:

- ⇒ The service will be coded and identified as follows: **TA-MX-LF**,
- ⇒ Goods that are not in conformity due to the Supplier may be taken back immediately by the Carrier, if applicable (if the Carrier agrees), for delivery to the Supplier at the earliest opportunity.
- ⇒ In the event that the Carrier is unable to pick up the non-conforming merchandise on the same day, SYSCO France's Supply Department, in consultation with its Receiving Department, and the Carrier will agree on a pick-up date for delivery to the Supplier (within a maximum of 48 hours).

The Supply Department will manage the relationship with the Supplier concerned in order to decide whether the Supplier will take back the goods or return them to SYSCO France.

#### QUALITATIVE / TEMPERATURE NON-CONFORMITIES

**In general, any product rejected on receipt because of incorrect temperature must not be allowed to enter the marketing circuit in this state.**

**a) Frozen and deep-frozen products (see Annex 1, case 1)**

**b) Chilled products (see Annex 1, case 2)**

**QUALITATIVE NON-CONFORMITY / NON-CONFORMING LABELLING**

All packages found to be non-conforming will be returned to SYSCO FRANCE's supplier, who will be responsible for re-labelling the products and transporting them.

**QUALITATIVE NON-CONFORMITY / NON-CONFORMING PACKAGING**

see Annex 1, case 3

**QUALITATIVE NON-CONFORMITY / BREAKAGE**

see Annex 1, case 3

Breakage refers to overturned pallets or any damaged packages found on receipt.

The condition of the plastic wrap should be checked before breaking. If the condition of the plastic wrap is unsatisfactory, note this as a reservation on the delivery note and the consignment note and continue with the checks. Broken products will be systematically returned to the Carrier or to the Supplier if accessible on the day of delivery by the Reception. In **binding agreement** with the reception, the carrier, if forced to do so, may leave the goods waiting for collection on the site.

Depending on the origin of the breakage, SYSCO FRANCE will take the necessary measures to request a credit note from the supplier or to invoice the carrier for the breakage.

**QUALITATIVE NON-CONFORMITY / OTHER REASONS**

see Annex 1, case 3

The supplier will inform SYSCO FRANCE of the fate of the products.

**ADDITIONAL FEATURES of private label PRODUCTS**

In the specific case of a proven non-conformity concerning private label products, the supplier must provide proof of the destruction of the packaging of SYSCO FRANCE branded products.

Under no circumstances may these goods be marketed in their current state by the supplier, their carrier or their insurer, nor may they be transferred to their staff or to third parties for any reason whatsoever.

**The supplier agrees to provide SYSCO FRANCE's Quality Department with the certificate of destruction of the packaging of the goods.**

**6-6 HANDLING OVER OF REFUSED GOODS AT UNLOADING (excluding temperature)**

Goods that are damaged during transport or for which the reception service justifies a refusal for qualitative or quantitative reasons must be taken back by the carrier chartered by the supplier or by SYSCO FRANCE.

Non-conforming pallets and/or packages will not be kept by SYSCO FRANCE's Reception department.

Only packages that are inaccessible on the pallet will be permanently or temporarily retained by SYSCO FRANCE's Reception department (damaged packages at the bottom of the pallet, for example). This information should be clearly stated on the transport document.

## 7 - ENTRY OF DISPUTES

DISPUTE AND SUPPLIER PENALTIES						
ENTRY OF DISPUTES (7) Supply team Reception team In bound supply team	RECOVERY OF GOODS (8) Supply team Transport company Suppliers	QUALITY & H.A.C.C.P. (9) Suppliers Transport company	SUBCONTRACTING (10) In bound supply team Suppliers Transport company	SUPPLIER PENALTIES (11) Supply team Supply team Transport company	TRANSPORTATION COSTS (12) Supply team Suppliers	SUPPLIER DISPUTES (13) Sysco France Suppliers

A dispute arises when the order received does not correspond to the order placed and/or the order dispatched by the supplier. Each dispute is assigned a specific reason and responsibility (**Carrier/Supplier/etc.**).

These disputes are informed by SYSCO FRANCE's Procurement and Reception departments when an order presents one or more items with an anomaly.

For any information or problem concerning a dispute, suppliers must therefore contact the SYSCO FRANCE Supply Department concerned as a matter of priority. The transport and delivery notes corresponding to the disputes are attached to the dispute, provided that the Receiving Agents have scanned them.

Disputes are communicated on the same day as the entry at 5.30 p.m. by automatic e-mail to the suppliers and/or carriers according to the responsibility assigned to the dispute. The e-mail address for sending disputes is to be communicated to the SYSCO FRANCE Upstream Transport Department.

**Under no circumstances does the recording of disputes replace the making of reservations (§ 5.3.4 MAKING RESERVATIONS).**

## 8 - RECOVERY OF GOODS

At the express request of its Supply Department, SYSCO FRANCE may ask the supplier to take back non-conforming merchandise due to the supplier (in the case of a non-conformity detected after the reception).

This return of goods must be carried out within a maximum of 48 hours from the sending of the return request. This written request will be communicated to the supplier **by the Procurement Department** by fax or e-mail.

The Supply Department will manage the relationship with the Supplier concerned in order to decide whether the Supplier will take back the goods or return them to SYSCO FRANCE.

The carrier in charge of taking back the goods must present a take-back order from the supplier. In the absence of this document and therefore of this take-back agreement, no goods will be entrusted to the carrier chartered by the supplier.

Please note that after a period of 15 days for frozen products and 7 days for fresh products, non-returned goods will be destroyed.

The cost of destruction of the goods will then be borne entirely by the supplier or the carrier. SYSCO FRANCE will invoice the supplier or carrier for the cost of destruction and will attach to the invoice a certificate of destruction attesting to the proper destruction of the goods.

## 9 - QUALITY & H.A.C.C.P.

The supplier and the carrier undertake to comply with the quality specifications (traceability, respect of the cold chain, etc.) as defined by the provisions and the present technical specifications.

The supplier and the carrier shall draw up an H.A.C.C.P. plan in accordance with the legal provisions.

The supplier and the carrier agree to communicate to SYSCO FRANCE's Quality Department, its H.A.C.C.P. plan for microbiological, chemical and extraneous matter hazards for the entirety of the service resulting from this technical specification.

The supplier and the carrier agree to keep this H.A.C.C.P. plan up to date and to communicate in writing all modifications of this H.A.C.C.P. plan to the Quality Department of SYSCO FRANCE.

The supplier and the carrier undertake to keep for at least 2 years any proof of good control of the risks detailed in the H.A.C.C.P. plan.

**ORGANIC CERTIFICATION:** Any transport operator carrying out storage, even temporary, of organic products must have been checked by a certifying body approved by the National Institute of Origin and Quality (INAO) and have the corresponding organic certificates which they will send to the Sysco France quality department.

## 10 - NON-ACCESSIBILITY & SUBCONTRACTING

Due to the essentially personal nature of the present specifications, the carrier is prohibited from transferring or subcontracting to a third party, whether free of charge or for a fee, all or part of the rights and obligations resulting from the present service, unless SYSCO FRANCE has given its **prior agreement** and express.

In the latter case, a list of chartered carriers will be submitted to SYSCO FRANCE's Upstream Transport Department for approval and updated regularly by mutual agreement between the parties.

The supplier and the carrier also undertake to apply all the points mentioned in these specifications to all its subcontractors or other partners (in terms of transport, storage, traceability and monitoring and respect for the cold chain).

## 11 - SUPPLIER PENALTIES

### 11-1 NON-DISPOSIBILITY of GOODS

Any goods ordered that are not **available** from the supplier and whose information has not been communicated to SYSCO FRANCE's supply department or communicated within a period exceeding **6 hours working time** (excluding 2 hours of work for fresh products) from the time the order was sent (§ 2-2 ORDER CONFIRMATION), **AND/OR**

Any merchandise ordered and not available at the supplier's at the time of the **presentation of the carrier** chartered by SYSCO FRANCE to load and transport the goods (§ 3 - CONFIRMATION OF DISPOSAL).

Except in cases of force majeure, a **five (5) % penalty** on each order line and on each quantity concerned by the unavailability is applicable by SYSCO FRANCE's supply department when placing the regularization order.

The penalty is increased from five (5) % to **ten (10) % for all order lines that involve a product in PROMOTION.**

The order lines and the unavailable quantities are **cleared and rescheduled** by the SYSCO FRANCE procurement department via the creation of a regularisation order with the use of the incoterm.

**The delivery and transport of goods deemed to be unavailable shall be at the supplier's sole expense.**

In addition to the application of the above-mentioned penalties, SYSCO FRANCE reserves the right to claim compensation for the damage it has effectively suffered due to the non-availability of the goods (except in cases of force majeure), in accordance with SYSCO FRANCE's general terms and conditions of purchase.

### 11-2 NON-CONFORMITY of GOODS

Is considered as a **NON-CONFORMITY**, any goods ordered and non-conforming at the supplier's during the collection of the goods by the carrier chartered by SYSCO FRANCE  
(§ 5-4 FINDING OF NON-CONFORMITY WHEN LOADING GOODS),  
**AND/OR any goods ordered that are not compliant upon receipt at the SYSCO FRANCE destination site (§ 6-5**

#### NOTICE OF NON-CONFORMITY WHEN THE GOODS ARE UNLOADED).

Except in cases of force majeure, a penalty of five (5) % will be applied by the **five (5) % penalty** on each order line and on each quantity concerned by the non-conformity is applicable by SYSCO FRANCE's supply department when placing the regularization order.

The penalty increases from five (5%) to ten (**10 % for all order lines that concern a product in PROMOTION.**

Order lines and unavailable quantities are then **cleared** by SYSCO France's procurement department on the initial order, as SYSCO France does not manage back orders.

When, during a period of seven (7) consecutive days, SYSCO notices at least three (3) Product non-conformities (even during the same delivery and on the same reference), a complementary penalty to the above-mentioned one, of a minimum amount of two hundred and fifty (250) euros, is applicable by SYSCO. If, during the month following this observation, SYSCO observes during the same week, three new Product non-conformities (even during the same delivery and on the same reference), the application of a new penalty, the amount of which will be doubled, is incurred by the Supplier. These penalties will be separate from the re-invoicing of customer credits.

In the event of blocking, withdrawal or recall of goods due to product non-conformity, the penalties mentioned in the "withdrawal/recall penalties" grid attached to SYSCO FRANCE's general terms and conditions of purchase will also be applicable.

In addition to the application of the above-mentioned penalties, SYSCO FRANCE reserves the right to claim compensation for the damage it has actually suffered due to the non-conformity of the goods (except in cases of force majeure), in accordance with SYSCO France's general terms and conditions of purchase.

#### 12 - TRANSPORTATION COSTS FOLLOWING INVALID PASSAGE (Departure)

In the case of a chartering by SYSCO FRANCE (case of DEPARTURE or FRANCO PRESTE) and in the case of a dispute recognized as being the fault of the supplier, the latter will be entirely responsible for the transport costs resulting from the :

- Non-loading of goods due to non-availability and/or non-conformity at departure,
- Refusal of acceptance of non-conforming goods by the SYSCO FRANCE reception service.

On the basis of the transport rates negotiated by SYSCO FRANCE, SYSCO FRANCE will invoice the supplier for transport costs for the following reasons:

- **NL = NON-LOADING** = non-availability and/or non-conformity of the goods at the departure from the supplier;
- **SD = SUPPLIER DISPUTE** = refusal to accept non-conforming goods by the SYSCO FRANCE reception department (outbound and return transport of goods).

Following an agreement between SYSCO FRANCE and the Supplier, the latter may be led, if the Supply Department accepts it, to a **re-delivery as compensation** and at his own expense, the Supplier may be required to re-deliver the uncollected orders, which cancels the re-invoicing of the loss.

#### 13- SUPPLIER DISPUTES

In the event of repeated disputes with a supplier, SYSCO FRANCE reserves the right to review these disputes on an annual



basis in order to request a corrective action plan. This plan will aim to address the reasons for recurring disputes in order to improve the business relationship and will be paid by the relevant supplier.

## ANNEX 1 : Extract from "Guide to good hygiene practices " Syndigel September 2008.

It is up to the operator responsible for the first marketing of the product, in cooperation with the brand owner, to decide on the fate of the product found to be non-compliant.

When the marketer takes back the goods and assumes responsibility for their future, he must undertake in return not to put the relevant products back on the market in their current state.

The fate depends on the hazard, whether it can be disposed of and the nature of the product. Professionals shall take measures appropriate to the situation, guided by the principle of proportionality, to avoid wasting products that are not commercially compliant and that do not threaten the health of consumers.

The following table proposes suitable solutions for deviated products according to the products and causes of non-compliance. These solutions are:

### - The destruction of food that is no longer fit for consumption

For products found to be non-compliant that cannot be sanitised or processed (ice cream, pastries, etc.) and that present health concern for humans and animals, there is no alternative to destruction.

### - Product downgrading

When a break in the cold chain has occurred which no longer allows the product to be marketed as deep-frozen, causing only superficial and qualitative damage and no risk to the consumer, it is good practice to avoid discarding it, since it has potentially retained most of its nutritional value. They can be downgraded to frozen and labelled as such for marketing.

### - Removal from the commercial circuit and handing over to charities

Generally concerns products with presentation defects, with an expired shelf life, or that have been downgraded. For example, if deep-frozen products cannot be downgraded to frozen and re-labelled as such because they cannot be marketed under this new name, they can be donated to social economy organisations that distribute food outside the commercial circuit.

### - Sanitation for food reuse :

This involves the sanitisation (by cooking, etc.) during industrial processing of products that are then marketed in another form for human or animal consumption.

After evaluation of their condition, raw products withdrawn from the market due to a break in the cold chain that has affected them only slightly, for example, or contaminated by bacteria destroyed by cooking, may be used for processing if their heat treatment ensures their sanitation. Where the person responsible for marketing the products decides on this use, the holders of the products shall cooperate in the collection and return of the products in the best possible conditions.

The same applies to non-compliant products (e.g. labelling) that cannot be corrected, or products that have reached their expiration date.

Products that have continued to thaw under controlled conditions can be considered as chilled products, consumable within a short time frame (24-48 hours).

The social economy organisations distribute the products handed over to them under their responsibility and ensure that they receive products that, although have lost their fair-trade character, still remained healthy.

Pending their fate, all these products are identified and stored in a dedicated area.

## ***Fedalis' Good Practice Guide***

→ Symbols to indicate the possible destination of the products:

	<b>Transfer</b> to a processing industry (human or animal) (which will unpack the product, treat it accordingly, repackage and re-label the new product under its responsibility)
	<b>Transfer</b> for animal feeding (pig farms, zoos, etc.)
	<b>Donation</b> to an association in the solidarity economy (food banks and/or solidarity grocery shops, etc.)
	<b>Destruction</b>
	Immediate <b>return</b> to supplier
	<b>Reinstatement</b> within stock

→ Other symbols :

	Maximum temperature
	Recommendation for immediate consumption
	Prompt recommendation for consumption

## ***Fedalis' Good Practice Guide***

**Possible fate for of discarded products by the company **according to their nature and non-compliance.****

### **Case 1. Deep-frozen and frozen products**

Product categories	Processed products that can be consumed as is or reheated	Other
Non-conformities		

<u>Break in the cold chain</u>		
0 <  to core <-6°C		At this temperature level, products are considered to be thawing, the product should be treated as if it were fresh, subject to control of its continued thawing process.  or  or   or
-6°C <  to core <- 12°C	or	In this temperature range, the state of the products depends on their nature. Some are still frozen (meat muscles) while others are in the process of being thawed; their fate will be assessed on a case-by-case basis and according to local possibilities for immediate delivery.  or  or   or
Only frozen products and frozen fish (  surface > -15°C):	Products found at this temperature level are no longer deep-frozen but remain frozen; depending on their history and traceability, their fate may be :  or  for relabelling into frozen products (except for fish)	or  or   or  for relabelling into frozen products (except for fish)  

<u>Expiration date being very close to or exceeded</u>	Sale or   recommending prompt consumption of the products
--	---

## Case 2. Chilled products

### Incorrect temperature

of the product  
> label



if suitable products

### Expiration date exceeded

(not for sale)

### Very close to the expiration date

Sale or recommending prompt consumption of the products

## Case 3. All product categories

### Microbiological analyses

or

### Broken products (puff pastry, pizza, etc.)

Primary packaging intact

broken upon receipt

broken during handling in the company

see with the supplier (a credit, partial reimbursement, exchange, etc.)

If the return is impossible or not desired or

Intact primary packaging (unsoiled product)

### Damaged packaging (not necessarily broken products)

Damaged primary packaging

or

Damaged secondary packaging



### Non-compliance

Depending on the non-compliance found : or or

### Labelling not compliant

for correction

Or if the error is not a risk to food safety

### Non-compliant with specifications

or or

### Health alerts

Recommendations are specified in the alert.