



*expect the world from us*

## **North American Import Operation Requirements**

### **Introduction**

The following sections outline the requirements for importing fresh produce into the North American market. Retail, Wholesale and Food Service customers require compliance as a prerequisite to doing business. FDA, USDA, EPA and CFIA government agencies monitor and enforce food safety.

Failure to comply with these requirements may result in delays, refusal, or detention at port of entry, customer rejection, with associated costs incurred by SUPPLIER NAME ("SUPPLIER").

### **1. Food Safety Compliance**

SUPPLIER warrants that all produce shipped to OPPENHEIMER will be in compliance with the Food Safety and Modernization Act (FSMA) and Safe Food for Canadians Regulations (SFCR).

#### **A. Farm / Grower Level:**

Every farm shall have in place a fully documented GAP (Good Agricultural Practices) program. <https://www.fda.gov/Food/GuidanceRegulation/FSMA/ucm334114.htm>

*At least one supervisor or responsible party for your farm must have successfully completed food safety training at least equivalent to that received under standardized curriculum recognized as adequate by the Food and Drug Administration.*  
<https://producesafetyalliance.cornell.edu/training/grower-training-courses>

**Farms requirements:** Third party audit reports, certificates and corrective actions, Agricultural Water test results, Pesticides residual test results, Preseason risk assessment, PSA training certificate. Any additional requirement should be provided within 24 hours.

#### **B. Packing House / Cold Storage / Greenhouses (FSMA defines as "Facility") level:**

Each Facility has in place a documented:

1. Food safety program with a food safety plan including hazard analysis and risk-based preventive controls under The Preventive Controls Rule:  
<https://www.fda.gov/food/guidanceregulation/fsma/ucm334115.htm>,
2. Mitigation Strategies to Protect against Intentional Adulteration (Food Defense) program: <https://www.fda.gov/food/guidanceregulation/fsma/ucm378628.htm>
3. Sanitary Transportation of Human Food Program:  
<https://www.fda.gov/food/guidanceregulation/fsma/ucm383763.htm>.
4. Foreign SUPPLIER Verification Program:  
<https://www.fda.gov/food/guidanceregulation/fsma/ucm361902.htm>
5. Full disclosure of all properties and facilities that are or may be used to supply OPPENHEIMER with the Crop shall be provided.

**Facilities requirements:** Third party audit reports, certificates and corrective actions, HACCP plan, Water test results, PCQI training certificate, FDA registration proof. Any additional requirement should be provided within 24 hours.

### **C. Third Party Audits**

Facilities shall submit a full audit report and certificate, hazard analysis and any corrective actions to OPPENHEIMER each season before shipping product.

The following are Food Safety Certification Programs and are recognized by GFSI that it meets internationally recognized food safety requirements, meeting GFSI Benchmarking Requirements:

GAP (Good Agricultural Practices at the Farm / Orchard)  
Current Applicable Version

PrimusGFS Standard  
CanadaGAP  
GLOBALG.A.P. (including Option 2 for grower groups)  
SQF

GMP (Good Manufacturing Practices: Pre-Processing Handling of Plant Products)  
Current Applicable Version

BRC Global Standard  
CanadaGAP  
SQF  
GLOBALG.A.P.  
PrimusGFS Standard  
IFS International Featured Standards  
FSSC 22000

GMP (Good Manufacturing Practices: Storage and Distribution Services)  
Current Applicable Version

BRC Global Standard  
SQF  
PrimusGFS Standard  
IFS International Featured Standards  
FSSC 22000

Full audit report, certificates, and corrective actions of any issues found during the audit are to be submitted to OPPENHEIMER every season before shipping product. All documents must be submitted prior to being approved as an OPPENHEIMER SUPPLIER, or provided any pre-financing or payments. In addition, OPPENHEIMER reserves the right to i) evaluate the third-party audits and/or any additional documentation and ii) accept or reject any third-party audit or documentation based on the score and/or results these have obtained.

If third-party audits are not available at the moment of the Supplier assessment, a proof of audit scheduling will be accepted subject to audit results. If audit fails, OPPENHEIMER will not market SUPPLIER's Crop.

OPPENHEIMER may, in its sole discretion, accept others GFSI Food Safety Certifications programs which are not included in the list above.

### **D. Pesticide Use**

SUPPLIER will ensure pesticide records are maintained and shall immediately advise OPPENHEIMER of any use of pesticides or chemicals that are not allowed under any law of the United States of America and Canada.

SUPPLIER shall ensure and monitor that products prohibited by the EPA (Environmental Protection Agency of the United States) and the CFIA (Canadian Food Inspection Agency) shall not be used on the Crop, and that residues of acceptable products shall not exceed permitted levels.

### **Regulatory Pesticide Information Links**

Canada: <http://pr-rp.hc-sc.gc.ca/mrl-lrm/index-eng.php>  
USA Environmental Protection Agency: <https://www.epa.gov/>  
Global MRL database: <https://globalmrl.com/db#login>

In the event that FDA (U.S. Food and Drug Administration), USDA (United States Department of Agriculture), CFIA or another governmental agency detects the presence of prohibited pesticides or levels higher than allowed by law, OPPENHEIMER shall dispose of the Crop in accordance with legal requirements, and all attendant costs incurred by OPPENHEIMER shall be charged to SUPPLIER'S account.

### **E. Bioengineered/GMO Product**

A "Bioengineered (BE) food"/GMO is one that:

- (1) that contains genetic material modified through in vitro rDNA techniques and
- (2) the modification could not otherwise be obtained through conventional breeding or found in nature.

SUPPLIER shall immediately advise OPPENHEIMER of any use of Bioengineered/GMO materials.

### **F. FDA Import alert aka red list**

OPPENHEIMER will not accept product from a supplier on the red list.  
[https://www.accessdata.fda.gov/cms\\_ia/importalert\\_258.html](https://www.accessdata.fda.gov/cms_ia/importalert_258.html)

### **G. Food Packaging**

SUPPLIER will ensure that all packaging materials used to manufacture OPPENHEIMER products will meet the guidelines for indirect or direct food contact application in accordance with the federal, states and local regulations in USA and Canada.

#### **2. Recall and Traceability**

In the event that the FDA, USDA, CFIA or another governmental agency issues an Advisory Warning or Recall of the Crop or any portion thereof regardless of whether the Advisory Warning or Recall is directly imposed upon SUPPLIER'S Crop or is directed at a category of crops to which SUPPLIER'S Crop belongs, for any reason whatsoever, OPPENHEIMER may dispose of the Crop in accordance with legal requirements, and all attendant costs incurred by OPPENHEIMER shall be charged to SUPPLIER'S account.

All Crop shipped can be traced back to the ranch, block and grower which produced the Crop. The SUPPLIER has in place prior to the first shipment of Crop an adequate traceability program that will enable SUPPLIER and OPPENHEIMER to promptly and accurately trace the Crop, or any portion thereof, to its source from any point in the distribution or marketing process and which identifies the SUPPLIER'S recall coordinator and establishes a "FSMA" compliant written recall and tracing protocol to be utilized by the SUPPLIER and OPPENHEIMER immediately upon issuance of any notice of recall or advisory warning. SUPPLIER agrees to provide OPPENHEIMER with a copy of SUPPLIER'S written recall and tracing protocol upon request.

### 3. Vessel Manifests and Shipping Documents

Within 72 hours of a vessel's sailing, SUPPLIER will supply a detailed vessel manifest to OPPENHEIMER as described in the document "Instructions to Send a Vessel Manifest" (dated September 21, 2010). Timely and accurate submission is critically important for loading to OPPENHEIMER's computer system; which in turn allows sales staff to start selling SUPPLIER's product and for Operations and Quality Control departments to plan for vessel arrival.

In order to ensure SUPPLIER's cargo is released as quickly as possible, a full set of documentation must be received at least 5 full days prior to the scheduled vessel arrival. These documents are needed to meet the regulatory requirements of US Customs and USDA. The required documents are:

#### Customs Broker:

Ocean Bill of Lading - original  
Phytosanitary Certificate – original  
Certificate of Origin – original  
PPQ (Plant, Protection & Quarantine 203) – original (if applicable)  
Cold Treatment Calibration – original (if applicable)  
Commercial Invoice – copy  
Packing List / FDA Grower List – copy  
Hot Water Treatment – original (if applicable)

#### OPPENHEIMER:

Ocean Bill of Lading - one non-negotiable set for port management \*\*\*  
Phytosanitary Certificate - copy  
Certificate of Origin – copy  
PPQ 203 – copy (if applicable)  
Cold Treatment Calibration – original (if applicable)  
Commercial invoice - copy  
Packing List / FDA Grower List - copy  
Hot Water Treatment – copy (if applicable)

\*\*\* In event of a Marine Cargo Claim – an original Ocean Bill of Lading is required by the insurance carriers

SUPPLIER agrees that OPPENHEIMER shall be entitled to use the bills of lading to handle the manifest as if OPPENHEIMER had full title to the inventory.

It is agreed by both parties that SUPPLIER negotiates ocean freight rates directly with the corresponding vessel company. OPPENHEIMER issues payment of ocean freight on behalf of SUPPLIER.

OR

### 4. Manifests and Shipping Documents

The SUPPLIER, via email is to forward a Manifiesto General (**Bill of Lading /Shipping Manifest**) and Factura Proforma (**Commercial Invoice – declares dollar value**) to our Customs Broker.

Back ground information on the process:

Based on the Manifiesto General (**Bill of Lading /Shipping Manifest**) and Factura Proforma (**Commercial Invoice – declares dollar value**), the Customs Broker will electronically file **CBP3461** which is a cargo released via ABI (Automated Broker Interface) this generates a **Pro-Forma Invoice (item description with values)**, which is used to file Entry. Once the filing has been accepted, Customs Broker proceeds to print the **CBP Form 7533 (Cargo Manifest)**, this is the document that the carrier will use to present at the time of entry into the USA, it is picked up at the Customs Brokers office in Mexico, at the border crossing.

CBP has the same data in their ABI system. Once the truck has entered into the US, the shipment becomes subject to inspections by various Government agencies (US Customs, CBP, FDA, ICE) (Immigration and Contraband Enforcement). ICE will verify the entry legal documents of the driver and will conduct an inspection for contraband.

The Customs Broker will file the **CBP-7501 Entry Summary**, after shipment cleared Customs facility – 10 days to file (formal entry into US Commerce - its administrative Entry - cargo release). The **CBP3461**, issued to clear the port of entry, is then super ceded by the **CBP-7501 Entry Summary**. The CBP3461 is basically a quick release to avoid delays with perishable shipments; it is also valuable time savings when e.g. grapes fail USDA and must be re-exported back to Mexico; without this system, the delay in the time it takes to make Entry would also delay the re-export.

The **CBP-7501 Entry Summary** is the final declaration of the import, at this time the entry will be filed with the administrative office of Customs and Border Protection awaiting final liquidation of the transaction. The products cleared may have been consumed well before final entry has been made.

## 5. Cold Treatment / Fumigation

### PERU – grapes / citrus

OPPENHEIMER recommends that CT (cold treatment) of grapes and citrus be completed while in transit to the United States to meet sales and marketing needs as well as minimize costs.

Containers that arrive under USDA Cold Treatment will have temperature data download by the ocean carrier or carrier’s agent at time of discharge. Once USDA determines the container has passed the treatment protocol, they will advise CBP Agriculture to inspect.

If CT during the voyage has not successfully been completed to meet the Import Permit requirements, OPPENHEIMER will analyze the best market opportunity and cost / benefit to SUPPLIER. Options include extending the original treatment at the port of arrival or undertaking a new CT at an approved USDA CT facility in the US; extended CT requires USDA approval and consideration to demurrage charges. Other options include re-export, preferably to Canada under OPPENHEIMER marketing control, processing, destruction, or in some cases, charitable donation.

Peru – grapes / citrus	Cold Treatment - T107-a-1 34°F (1.11°C) or below – 15 days 35°F (1.67°C) or below – 17 days  Citrus - Phytosanitary Certificate from Natl. Plant Protection Org. of Peru declaration – fruit grown in area free of (vary by commodity).
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### ARGENTINA – grapes

OPPENHEIMER recommends that CT (cold treatment) of grapes be completed while in transit to the United States to meet sales and marketing needs as well as minimize costs.

If CT during the voyage has not successfully been completed to meet the Import Permit requirements, OPPENHEIMER will analyze the best market opportunity and cost / benefit to SUPPLIER. Options include extending the original treatment at the port of arrival or undertaking a new CT at an approved USDA CT facility in the US; extended CT requires USDA approval and consideration to demurrage charges. Other options include re-export, preferably to Canada under OPPENHEIMER marketing control, processing, destruction, or in some cases, charitable donation.

Argentina – grapes	Cold Treatment - T107-a-1 34°F (1.11°C) or below – 15 days 35°F (1.67°C) or below – 17 days
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	Fumigation is required after CT is completed: Fumigation – T101-i-2 40°F to 49°F (4.44°C to 9.44°C) – 2 hours
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### BRAZIL - grapes

OPPENHEIMER recommends that CT (cold treatment) of grapes be completed while in transit to the United States to meet sales and marketing needs as well as minimize costs.

Should the shipment arrive as Cold Treatment designated in the US, an on-arrival inspection by Customs Border Protection will be undertaken at the water port of discharge to inspect for “hitch-hiker” pests. Should a pest be found and identified as US acceptable / actionable, fumigation under T101-i-2 will be required. After the fumigation is complete, CT is then required.

If Cold Treatment during the voyage has not successfully been completed to meet the Import Permit requirements, OPPENHEIMER will analyze the best market opportunity and cost / benefit to SUPPLIER. Options include extending the original treatment at the port of arrival or undertaking a new CT at an approved USDA CT facility in the US; extended CT requires USDA approval and consideration to demurrage charges. Other options include re-export, preferably to Canada under OPPENHEIMER marketing control, processing, destruction, or in some cases, charitable donation.

<b>Brazil – grapes</b>	Cold Treatment - T107-a-1 34°F (1.11°C) or below – 15 days 35°F (1.67°C) or below – 17 days
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### CHILE – grapes

All fresh grapes from Chile arriving into the USA must undergo methyl-bromide fumigation treatment upon arrival as condition of entry. The treatment required falls under the USDA schedule T101-h-2, we have listed the methyl-bromide fumigation specifics from the USDA Manual below.

In order to fumigate containerized cargo, the grapes must be transferred from the port under a US Customs/USDA Chain of Custody form to an approved USDA Fumigation facility for treatment. The COC authorizes the movement of quarantine cargo from the port to the possession of USDA at the approved facility. JK Fresh will handle all clearance forms including the COC to ensure the fresh grapes are delivered quickly to the appropriate facility as authorized by USDA.

### Fresh Grapes – USDA Methyl Bromide Treatment Schedule

#### T101-h-2

#### Grape

Pest: *Lobesia botrana* (European grapevine moth)

Treatment: **T101-h-2** MB at NAP—tarpaulin (4 lbs.) or chamber (3.5 lbs.)  
The yellow color of this treatment indicates that the authority to conduct the treatment comes from an emergency action required by PPQ in order to mitigate the pest risk. The emergency action is an interim measure and is pending final regulatory approval.

Temperature	Dosage Rate (lb/1,000 ft <sup>3</sup> )	Minimum Concentration Readings (ounces) At:	
		0.5 hr	3 hrs
50 °F and above	3.5 lbs <sup>1</sup>	50	40
40 °F and above	4.0 lbs <sup>2</sup>	55	45

- 1 3.5 lb. dosage: must be conducted in a chamber with a commodity load not to exceed 50%.
- 2 4.0 lb. dosage: must be used in conjunction with a systems approach and cold storage (34 °F or lower for a minimum of 10 days). The fumigation may be conducted under tarp.

### SOUTH AFRICA – grapes / citrus

OPPENHEIMER recommends that CT (cold treatment) of grapes and citrus be completed while in transit to the United States to meet sales and marketing needs as well as minimize costs.

If Cold Treatment during the voyage has not successfully been completed to meet the Import Permit requirements, OPPENHEIMER will analyze the best market opportunity and cost / benefit to SUPPLIER. Options include extending the original treatment at the port of arrival or undertaking a new CT at an approved USDA CT facility in the US; extended CT requires USDA approval and consideration to demurrage charges. Other options include re-export, preferably to Canada under OPPENHEIMER marketing control, processing, destruction, or in some cases, charitable donation.

Grapes also require fumigation as condition of Import Permit.

<b>South Africa – grapes</b>	Cold Treatment - T107-e 31°F (-0.55°C) or below – 22 days  Fumigation is required after CT is completed: Fumigation – T101-i-2 40°F to 49°F (4.44°C to 9.44°C) – 2 hours
<b>South Africa - citrus</b>	Cold Treatment – T107-k Jan 1 – Jul 14 31°F (-0.55°C) or below – 24 days July 15 – Dec 31 31°F (-0.55°C) or below – 22 days

**ITALY - grapes**

OPPENHEIMER recommends that CT (cold treatment) of grapes be completed while in transit to the United States to meet sales and marketing needs as well as minimize costs.

If Cold Treatment during the voyage has not successfully been completed to meet the Import Permit requirements, OPPENHEIMER will analyze the best market opportunity and cost / benefit to SUPPLIER. Options include extending the original treatment at the port of arrival or undertaking a new CT at an approved USDA CT facility in the US; extended CT requires USDA approval and consideration to demurrage charges. Other options include re-export, preferably to Canada under OPPENHEIMER marketing control, processing, destruction, or in some cases, charitable donation.

Grapes also require fumigation as condition of Import Permit.

<b>Italian – grapes</b>	Cold Treatment - T107-a 34°F (1.11°C) or below – 14 days 35°F (1.67°C) below – 16 days 36°F (2.22°C) or below – 18 days  Fumigation is required after CT is completed: Fumigation – T101-i-2 40°F to 49°F (4.44°C to 9.44°C) – 2 hours  OR T108-a 70°F (21.11°C) – 2 hours
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**6. Fumigations/ Cold Treatments – USDA approved Penetrations and Aeration**

Plastic wrappings such as cellophane, films, shrink wrap, and papers that are waxed, laminated, or water proofed are not readily permeable and must be perforated, removed, or opened before fumigation. If wrappings are perforated to facilitate fumigation, holes should be at least 3/16 inch (.4763 cm) in diameter every 3 square inches) or 1/4 inch in diameter every 4 square inches over entire surface of the wrapping. Also acceptable are plastic wraps containing numerous pin holes (at least 49 per sq. inch. These holes enhance permeability through the plastic fruit trays, which are frequently used for transport of fruit.

**7. Marine Cargo Insurance**

SUPPLIER shall obtain insurance coverage, which shall have warehouse-to-warehouse coverage (warehouse at Origin to first warehouse in North America), with respect to any Crop lost or damaged

in transit, quarantined on arrival or otherwise unmarketable. Such insurance policy should provide coverage for the market value of the Crop.

In those instances where SUPPLIER has arranged for insurance, OPPENHEIMER will file all cargo claims on behalf of SUPPLIER and provide a copy of the claim. It will be the responsibility of SUPPLIER to manage and collect the settlement from their insurance carrier.

Should SUPPLIER not have a current marine cargo insurance policy in force, OPPENHEIMER can arrange for insurance to be put in place and SUPPLIER agrees to pay the cost of a full cargo insurance policy and maintain the policy in case of transit claims. The request to provide coverage must be made in writing and agreed to by OPPENHEIMER before coverage commences.

If Cold Treatment is a US Government requirement for entry to the United States of America, OPPENHEIMER cargo insurance does provide coverage for cold treatment failure or for market loss as a direct result of delayed marketability due same.

The premium costs will be deducted from the individual vessel settlements. In those instances where OPPENHEIMER has arranged for insurance on behalf of the SUPPLIER, OPPENHEIMER will file and manage all cargo claims on behalf of SUPPLIER until settled. Please note - OPPENHEIMER renews their insurance policy annually (August 1) and this may result in an un-expected increase/decrease in rates depending on claim records.

Prior to the commencement of shipping each season, SUPPLIER agrees to notify OPPENHEIMER of the following details of their marine cargo insurance policy:

- Name of Insurance Agent, including address, phone number and email contact,
- Name of Insurance Underwriter,
- Survey agent including address, phone number and email contact – for both East Coast and West Coast discharges,
- The policy number or Open Cover number.
- Policy deductible

**Verification of Marine Cargo Insurance – please initial selection below:**

\_\_\_\_\_ SUPPLIER will be taking the OPPENHEIMER Insurance.

\_\_\_\_\_ SUPPLIER will not be taking the OPPENHEIMER Insurance.

**Insurance Provider:** \_\_\_\_\_  
**Policy Number:** \_\_\_\_\_

For SUPPLIERSs who have their own insurance we are offering a service called ‘Documents only’. With ‘Documents only’ the SUPPLIERS will file the claim on their own behalf, thus eliminating the claim fee that is normally charged if OPPENHEIMER files for the SUPPLIERS. (\$200 base fee + \$15 per pallet). If the SUPPLIERS choses ‘Documents Only’ OPPENHEIMER will send a letter, once the vessel is settled, to the SUPPLIERS and the surveyor explaining that the claim will be filed by the SUPPLIERS and all inquiries should be directed to them. The letter will also include documentation and a breakdown of expenses that may aid the SUPPLIERS in preparing the claim.

Verification of Documents only – please initial selection below:

\_\_\_\_\_ SUPPLIER would like OPPENHEIMER to file claims on their behalf and accept all related fees.

\_\_\_\_\_ SUPPLIER will be taking Documents only and will file their own claims



If OPPENHEIMER does not receive written confirmation of this prior to shipping, OPPENHEIMER will arrange for insurance coverage and deduct the cost from the settlements. Should this occur, OPPENHEIMER will notify SUPPLIER that coverage has been secured on their behalf.

#### **8. Use of CHEP or GMA Style Pallets**

Retail and foodservice customers require fresh produce to ship on GMA (Stringer style Grade A or better) or CHEP pallets. Pallet dimensions must be 40"x 48" or 1.0 x 1.2 meter to fit into all standard pallet racking systems. Failure to provide compliant, safe, and sufficiently strong pallets, limits our ability to ship to our customers. Any other pallet dimension, or inferior constructed pallet may be subject to re-palletization charge of USD\$30 per pallet for labor and restacking and USD\$10 per pallet for the cost of a GMA style pallet.

SUPPLIER agrees to follow the "Guidelines for Regulating Wood Packaging Material in International Trade". This means that any wood packaging material including wood pallets, pallet caps and dunnage must meet the standards or entry into North America will not be allowed.

SUPPLIER agrees to utilize pallet tags (with unique identification numbers and bar code) as outlined in the OPPENHEIMER "Pallet Specifications" document.

#### **9. Use of Temperature Recorders**

OPPENHEIMER staff will retrieve your temperature recorders and initiate a claim if the need arises. To ensure OPPENHEIMER staffs are properly notified please ensure that:

- The temperature recorder number and pallet ID number are included in the "Detailed Shipping Manifest" provided to OPPENHEIMER
- Pallets with temperature recorders need to be visually identified (use fluorescent colors on the pallet). Where the temperature recorder is inserted inside a carton, that carton must be marked with fluorescent color)
- For containers, temperature recorders should be located on the last pallet loaded.

If you intend to have another company (such as Inglobo, Decofruit, etc) assigned to retrieve the recorders and file claims, please ensure that OPPENHEIMER staff receive a copy of the recorder results. If you use another company, please advise our Operations department ([wcops@ppy.com](mailto:wcops@ppy.com) ; [ecops@ppy.com](mailto:ecops@ppy.com)) prior to the start of each new season.

#### **10. Bioterrorism Act of 2002 (Prior Notice) and Importer Security Filing (ISF) Requirements**

SUPPLIER shall comply with all "Prior Notice" requirements set forth in the Bioterrorism Act of 2002. The Act requires Prior notice to be submitted no less than 4 hours before arriving at the port of arrival for air cargo and no less than 8 hours before arriving at port of arrival for ocean cargo. This document may be filed through your Freight Forwarder but **OPPENHEIMER strongly recommends this be filed through a U.S. Customs Broker linked directly to US Customs, USDA and FDA data bases.**

SUPPLIER shall comply with the International Security Filing ("ISF") rule under direction of US Customs and Customs Border Protection ("CBP"), set forth as law on January 26, 2010.

Specific to ISF: there is a maximum penalty of \$5,000 per infraction (for each Ocean Bill of Lading) for any ISF filing that is late; where 'late' is defined as submitted later than 24 hours prior to loading of containers to the vessel, or 48 hours prior to arrival of break bulk vessels. The fine will also be assessed against entries that are incorrect, or failure to file. Pallets intended as break bulk, but delivered in a container at ships convenience, must be filed by the shipper as a container shipment; as this is considered a container shipment by CBP, the ISF filing 24 hours in advance of loading is mandatory. ISF filing is the sole responsibility of the SUPPLIER or the Shipping Line. Any ISF penalties assessed will be charged back to the SUPPLIER.

All Commercial Documents to be directed as follows:

East Coast

- All Ocean Commercial Documents to: [Docs@JKFreshEast.com](mailto:Docs@JKFreshEast.com) and [ecops@oppy.com](mailto:ecops@oppy.com) and all Air Documents to [air@jkgfresh.com](mailto:air@jkgfresh.com) and [ecops@oppy.com](mailto:ecops@oppy.com) Please submit all copies of documentation including bill of lading, commercial invoice, packing list, phyto-sanitary certificate and cold treatment documents (calibration charts, probe placement, etc.) five days prior to ETA.
- All ISF Requests to: [ISF@JKFreshEast.com](mailto:ISF@JKFreshEast.com) and [ecops@oppy.com](mailto:ecops@oppy.com) : Please ensure all ISF templates are submitted at least 72 hours prior to container loading aboard vessel.

#### West Coast

- All Ocean Commercial Documents to [oppydocs@jkgfresh.com](mailto:oppydocs@jkgfresh.com) and [wcops@oppy.com](mailto:wcops@oppy.com) and all Air Documents to [Air@JKFRESH.com](mailto:Air@JKFRESH.com) and [wcops@oppy.com](mailto:wcops@oppy.com) Please submit all copies of documentation including bill of lading, commercial invoice, packing list, phyto-sanitary certificate and cold treatment documents (calibration charts, probe placement, etc.) five days prior to ETA.
- All ISF Requests to: [ISF@JKFresh.com](mailto:ISF@JKFresh.com) and [wcops@oppy.com](mailto:wcops@oppy.com) : Please ensure all ISF templates are submitted at least 72 hours prior to container loading aboard vessel.

Please ensure the Carrier SCAC (Standard Carrier Alpha Code) is included with the Bill of Lading number on ISF template

### **11. Shipping Line Agreements for Containers (OCEAN ONLY – CHILE/PERU/ARGENTINA)**

In order for OPPENHEIMER to effectively manage costs of moving your products to North American destinations, there is vital information that we strongly recommend be included in the Shipping Line Agreements (SLA) for Containers.

We strongly recommend that you provide our Operations department with your SLA Contract number and Shipping line name (CSAV, Maersk, NYK, etc). This will allow our staff to work closely with the shipping line on your behalf to minimize detention and demurrage penalties, and assist with any claims processing if needed.

We recommend booking with your ocean carrier, one bill of lading for each container. In the event multiple containers are on one bill of lading, CBP Agriculture will not release any container until all containers on the BL have passed Cold Treatment.

Free Time with Ocean Carrier – We recommend at least 4 days free time upon arrival. If a longer period has been negotiated please communicate those contracts or arrangements with us. If the ocean carrier is not contacted upon the arrival of each vessel, the standard free time schedule is routinely followed unless overridden by a change in shipper contract. Please note the USDA Cold Treatment process typically takes several days following discharge to complete.

### **12. COOL (Country of Origin Labeling) RPC (Reusable Plastic Containers)**

COOL regulations in the USA require a country of origin declaration (e.g. Product of Mexico), which must be provided by means of a stamp, label, mark, placard, or other clear and visible sign on the shipping containers, packaged consumer products and bulk products.

#### SHIPPING CONTAINERS

The country of origin must be printed or labeled on the outside of each carton (cardboard or RPC) in accordance with USDA's regulations.

#### PACKAGED PRODUCT

Where product is sold as a consumer pre-packaged item, the country of origin must be printed or otherwise affixed directly on the packaged product. (E.g. label on clamshells)

#### BULK PRODUCT

Where product is sold in bulk (or loose item) format, the country of origin must be printed on every PLU sticker on each individual piece of fruit. Given the space constraints on a PLU sticker, simply providing the country (e.g. Canada, instead of "product of Canada") is satisfactory.

For more information contact Carola Molina at [Carola.Molina@oppy.com](mailto:Carola.Molina@oppy.com)

**13. GS1 Data Bar labeling (miniature barcode on PLU label)**

The majority of “bulk” produce items sold in the USA and Canada are now labeled with the GS1 Data Bar. Many retail customers have upgraded their point-of-sale scanners, or are in the process of doing so (Kroger, Wal-Mart, Publix, etc). Kroger and Wal-Mart are rejecting product that doesn't comply with the GS1 Bar code label. To remain a preferred supplier, please ensure your products are labeled with the GS1 Data Bar labels once your existing PLU labels run out of stock.

Converting over to the GS1 Data Bar requires obtaining a GS1 Company prefix, completing label design, coordination with label vendors, and synchronizing the Data Bar number with retail customers

On request, OPPENHEIMER staff will provide assistance. For more information contact Goran Adzic at [Goran.Adzic@oppy.com](mailto:Goran.Adzic@oppy.com).

**14. PTI (Produce Traceability Initiative)**

PTI is being driven from key retail and food service companies in North America, with input from various government agencies and industry associations (International Fresh Produce Association, Canada Produce Marketing Association, GS1, etc). The goal is to implement standard data, case labeling and data capture across the entire supply chain.

All suppliers (growers, packers, etc.) must implement standard case labeling, (milestone #5 – encode information in a barcode). Please see the following website for more details <http://www.producetraceability.org/>

Please refer to the “OPPENHEIMER Pallet Specification document, which outlines pallet and carton labeling and configuration requirements that is located on the SUPPLIER Website.

On request, OPPENHEIMER staff will provide assistance. For more information contact Goran Adzic at [Goran.Adzic@oppy.com](mailto:Goran.Adzic@oppy.com)

**15. California Transparency in Supply Chains Act**

The January 1st, 2012 California Transparency in Supply Chains Act requires any retail customers doing global business of over \$100 million in sales, to publicly disclose efforts to eradicate slavery and human trafficking from their supply chains.

**16. Ethical Charter and Responsible Labor Practices.**

OPPENHEIMER fully supports the International Fresh Produce Association's Ethical Charter and Responsible Labor Practices (see Exhibit A) and require that our SUPPLIERS implement the same.

**Signed in recognition of receiving and understanding these requirements:**

Date \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory  
(NAME)  
(SUPPLIER's full company name)  
TITLE

## EXHIBIT A

# Ethical Charter on Responsible Labor Practices

We believe that everyone deserves to be treated with dignity and respect. We are committed to respecting workers' rights and protecting their safety and health, while recognizing the cultural and legal differences found throughout the industry and the world. As an industry, we care about the wellness, respect and safety of the workers who help us offer the wide variety of fresh fruit, vegetables and flowers consumers enjoy.

The guiding values and principles set out in this Ethical Charter provide a framework for coordinated, focused action across the industry. When growers, labor agencies, packers, distributors, foodservice operators, marketers and retailers of fresh produce and flowers work together to assure ethical working standards, everyone in the supply chain benefits and consumer confidence in our products is enhanced. Responsible labor practices are the right thing to do and our success as an industry depends on it.

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## Our Values

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- We believe that work in the fresh produce and floral industries should provide economic opportunity for all involved. Employers, workers, their families and communities should benefit financially as a result.
- We respect, value and encourage mutually beneficial efforts and a positive relationship between the employer and the employee, and intend to support efforts that strengthen that relationship.
- We operate in a spirit of cooperation, learning and transparency with our workers, trading partners and other stakeholders.
- We support transparency in our supply chains about labor conditions, policies and practices, as permitted by law, with the aim of improving the work environment and giving workers opportunities for success.
- We seek to inspire continual learning and progress across the produce and floral supply chain, through education and an exchange of ideas and best practices in implementation of these principles.
- We believe in accountability throughout the supply chain and among all stakeholders to deliver our shared vision of responsible labor practices. These values can only flourish because of our day-to-day behavior and actions, with each of us working within our individual area of responsibility and strengths.

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## Our Guiding Principles

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### Respect for Laws at Work

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#### Legal Compliance

Employers shall adhere to the law and regulations as established by the applicable jurisdiction.

#### Occupational Safety & Health

Workers shall be provided a safe, hygienic and sanitary environment at both work-related sites, and at any housing mandated or provided by the employer. Employers shall adopt reasonable measures to identify hazards and control occupational risk of injury and illness. Examples of such safeguards may include, but are not limited to, the following: industrial hygiene and sanitation programs; injury and illness prevention; emergency preparedness and response; chemical safety; equipment and machine safety; ergonomics; ventilation and lighting.

#### Wages & Benefits

Workers shall be paid for all work performed. Employers must comply with all applicable legal requirements regarding legal eligibility to work, benefits and wages (including wages for overtime premiums and/or minimum compensation for any payment arrangement based on productivity). Employers must provide leave and benefits as required by law. Payments will be made in accordance with any applicable contract terms and pay calculation shall be transparent to workers.

#### Working Hours

Employers manage working hours in accordance with applicable laws, recognizing that agricultural labor needs vary by season, crop and task, and workers are sometimes needed for shorter or longer time periods than a standard workweek. Employers provide rest periods if needed to support a safe and healthy workplace. Employers inform workers about their expectations regarding hours of work and gain their agreement at time of hiring.

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## Respect for Professional Conduct

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### Communication and Worker Protections

Direct communication between management and their employees is the most effective way of resolving workplace issues and concerns. All workers should have both the right and responsibility to voice questions, report in good faith any improper or wrongful activity, or discuss opportunities and/or grievances. To do so, there should be a fair, transparent and accessible channel of communication to provide input to management and to resolve workplace issues. Employers should encourage timely disclosure of concerns and shall prohibit retaliation against anyone who, in good faith, reports concerns.

### Ethical Recruitment

Employers shall recruit workers ethically. Abusive, deceptive, fraudulent or corrupt practices are unacceptable at any stage of the recruitment and selection process. No worker should pay for a job; employers shall bear the costs of recruitment and placement. If third-party labor contractors are utilized, appropriate due diligence is performed to ensure their commitment to uphold the Ethical Charter.

### Management Systems and Continuous Improvement

Employers commit to integrating sound management systems (such as policies, processes, education and training, documentation, communication and feedback channels) that sustain and demonstrate compliance with applicable labor, employment, occupational health and safety laws governing the employer. Employers should look to these systems to continuously improve performance against compliance objectives.

### Responsible Purchasing Practices

Companies purchasing commercial quantities of produce and floral products understand and seek to mitigate the impact of their planning and purchasing practices on the commitments in this Ethical Charter.

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## Respect for Human Rights

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### Employment is Freely Chosen

Employers must not tolerate modern day slavery – such as forced or compulsory labor, debt bondage, involuntary prison labor or the trafficking of persons. Employers commit to a work environment where employment is freely chosen and not performed under threat, coercion, force or menace of penalty.

### Freedom of Association

Employers follow applicable law regarding freedom of association and collective bargaining and workers' equal right to refrain from such activity.

### Humane Treatment and Non-Harassment

Every worker deserves to be treated with dignity and respect and should not be subject to physical, sexual, psychological, or verbal harassment or abuse, coercion, or the threat of such conduct. Employers address the need to prevent sexual harassment with education, communication and disciplinary procedures that demonstrate that such behavior will not be tolerated.

### Non-Discrimination

Equal employment opportunities are respected, including respect for all individuals. Workers deserve a workplace free from unlawful discrimination in any form, where employment decisions are based only on the requirements of the job.

### Protection of Children and Young Workers

Respecting and supporting children's well-being requires employers to actively safeguard children's interests, preventing harm at the workplace. Young people who can legally work also desire and deserve economic opportunities, but need age-appropriate work and appropriate supervision. Employers commit to prevent children and/or young workers from performing work that is mentally, psychologically, physically or socially dangerous or harmful, or that hinders compulsory education. Employers do not hire anyone below the legal age of employment or younger than 15 where no minimum employment age exists.

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