



2025 Co+nvergence Exhibitor Contract Terms and Conditions

The terms herein are applicable to Exhibitor's participation in NCG's 2025 Co+nvergence event. All Exhibitor registrations must be submitted in Perenso and Show Deal Contract Proposals must be submitted in Partner Co+nnection by the deadlines listed in Appendix A: 2025 Co+nvergence Deadlines and Dates. Please contact vendorshowcase@ncg.coop with questions about show deals, registration, or sponsorship. For technical assistance with Partner Co+nnection, or to register for access, please contact partnerconnection@ncg.coop.

I. Definitions

- A. As used herein, the following terms shall have the meanings indicated:
1. **Co+nvergence:** NCG's annual grocery and wellness conference and Vendor Showcase. Participating exhibitors (i.e., Vendors) exhibit at our Vendor Showcase, receive orders for new product placement and purchase orders from retail buyers.
 2. **Show Deal:** Discounts offered by Exhibitors participating in the Vendor Showcase to NCG Co-op Locations based on a co-op's purchase order, whether for new product placement or a quantity of product order during or immediately following the vendor showcase.
 3. **Exhibitor:** Vendors, distributors, and solution-providers that sponsor, participate in, and exhibit at the Vendor Showcase.
 4. **Sponsorship:** An Exhibitor's level of participation and engagement with Co-op Location managers and buyers in Co+nvergence. NCG offers several Sponsorship levels, Exhibitors "apply" to participate at their desired level, and NCG determines which Exhibitors will participate at each level and confirms with Exhibitors.
 5. **Vendor Showcase:** The table-top show on Friday, August 15, 2025, where Exhibitors display product, offer samples, write show deals, secure new product placement at retail, and engage directly with Co-op Location managers and buyers. All Co+nvergence Sponsorship levels include participation in the Vendor Showcase.
 6. **NCG and its Co-op Locations:** National Co-op Grocers (NCG) is a business services cooperative with members located throughout the United States. Each member operates one or more locations (the "Co-op Locations") that are primarily engaged in the sale of retail grocery, natural, and organic products.
 7. **Vendor:** The company that owns the authorized brand listed on a Contract Proposal and is an Exhibitor at Co+nvergence. Vendor may authorize its broker to represent the brand to NCG and administer its Contract Proposals.
 8. **Distributor:** A wholesale grocery operator that warehouses, fulfills purchase orders from, and ships to Co-op Locations and is itself an Exhibitor and/or is authorized by NCG on the Contract Proposal to fulfill orders received at the Vendor Showcase by the Vendor.
 9. **Partner Co+nnection:** NCG's vendor portal, a website NCG maintains for Vendors that hosts Vendor Program information and is used for the submission of all Show Deal Contract Proposals.
 10. **Perenso:** the company that manages both Exhibitor registrations and the collection of orders from Co-op Locations at the Vendor Showcase and for a defined period following Co+nvergence.
 11. **Contract Proposal:** means a proposal for Co+nvergence Show Deals that is submitted by the Exhibitor or its authorized broker in Partner Co+nnection. Contract Proposals are a binding contract upon final confirmation by NCG.
 12. **Liquidated Damages:** An amount billed to an Exhibitor to defray expenses incurred by NCG due to an action or inaction by the Exhibitor. Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such action or inaction. The parties intend that the Liquidated Damages constitute compensation, and not a penalty. Exhibitor acknowledges and agrees that NCG's harm caused by the action or inaction described would be impossible or very difficult to accurately estimate at the time of the Contract Proposal, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such action or inaction.
 13. **Category Manager:** means the NCG Category Manager assigned to manage the product categories listed on a Contract Proposal. Category Manager assignments are posted in Partner Co+nnection.
 14. **Direct Exhibitor:** means a Vendor that ships items on a Contract Proposal directly to Co-op Locations without the use of a Distributor.

II. General Information

- A. General. By submitting a Co+vergence Contract Proposal, Exhibitor agrees to perform all duties and satisfy all terms & conditions herein. Exhibitor authorizes NCG and/or its authorized Distributor(s) to invoice Exhibitor or deduct the Sponsorship fees, discounts, allowances, or cost of free fill as needed to satisfy Exhibitor's obligations herein. Exhibitor must complete and submit Co+vergence registration via Perenso and must submit a Show Deal Contract Proposals via NCG's Partner Co+nnnection vendor portal. All registrations and Show Deal Contract Proposals must be approved and confirmed by NCG in order for Exhibitor to participate in Co+vergence and before a Show Deal may be presented to Co-op Locations. Following confirmation of a Contract Proposal by NCG, item and discount/allowance information may not be changed, and no further limits, buy-in requirements, or restrictions may be placed on a Show Deal. All Exhibitor registrations must be submitted in Perenso and Show Deal Contract Proposals must be submitted in Partner Co+nnnection by the deadlines listed in Appendix A: 2025 Co+vergence Deadlines and Dates.
- B. Contract accuracy. All information submitted via a Contract Proposal must be complete and accurate. Exhibitor is solely responsible for verifying Contract Proposals for accuracy and completeness prior to submission. Contract Proposals with incomplete or inaccurate information may be returned to the Exhibitor for revision.
- C. Confirmation. NCG will review each Contract Proposal to ensure it meets the requirements included herein. NCG reserves the right to request revisions to Contract Proposals including but not limited to the selection of products, discounts/allowances, shipping periods, and shipping method and to cancel the participation of Exhibitor in the Vendor Showcase in the event Exhibitor is unwilling to make requested revisions. NCG will confirm a Contract Proposal once NCG moves a Contract Proposal into the "Contract" workflow state in Partner Co+nnnection, at which point the Contract Proposal is a binding contract and information submitted on the Contract Proposal cannot be changed without approval of NCG.
- D. Termination and withdrawal. A Contract Proposal may be withdrawn by Vendor without penalty by giving written notice to an NCG Category Manager not less than thirty five (35) calendar days prior to the start of the event. NCG may terminate a Contract Proposal without penalty by NCG rejecting the Contract Proposal in Partner Co+nnnection or giving written notice to Vendor not less than thirty (30) calendar days prior to the start of the event. NCG reserves the right to terminate an Exhibitor's registration at any time and reassign it to another Exhibitor if a Show Deal is not submitted or payment for a Co+vergence invoice is not received the deadlines listed in Appendix A: 2025 Co+vergence Deadlines and Dates.
- E. Billing and payment terms. Exhibitor must be current on all invoices, statements, and account balance amounts with NCG to be considered for Co+vergence sponsorship. Exhibitors are asked to pay for the base "Supporter" level sponsorship when completing their registration with Perenso. The balance of any additional sponsorship or other fees will be billed by NCG directly or deducted through an NCG-authorized Distributor, except for product storage shipping fees billed directly by Chrom Expo Services. Exhibitors unable to pay for the base sponsorship when registering may be invoiced for their sponsorship and other fees directly by NCG at NCG's sole discretion. Payment terms for all invoices from NCG are Net 21. If exhibitor fails to pay the Co+vergence invoice within thirty (30) calendar days of the invoice date, exhibitor shall pay to NCG an amount equal to twenty percent (20%) of the outstanding amount as Liquidated Damages. For brands sold to Co-op Locations by a Distributor, the outstanding amount plus the Liquidated Damages will be deducted through the Distributor. If NCG cannot deduct outstanding amounts through a participating Distributor, exhibitor will be billed directly by NCG for the outstanding amount plus the Liquidated Damages. Exhibitor is required to complete the "Billing Information" on every Contract Proposal and to respond within two (2) business days to any request from NCG for updated billing information. Refunds for cancellations to Co+vergence registration will not be issued after June 6, 2025. If Exhibitor reasonably disputes in good faith any portion of an invoice or Distributor deduction, Exhibitor must pay the undisputed portion and submit written notice of the claim with sufficient detail of the nature of the claim and the amount and invoices or deductions in dispute. All disputes will be submitted by Exhibitor to jesse.avery@ncg.coop within ninety (90) calendar days from the date of the invoice or deduction in question. Exhibitor waives the right to dispute any invoices or deductions not disputed within such ninety (90) calendar day period, and all invoices or deductions not so disputed will be considered correct, complete and conclusive between the parties. In the event the dispute is resolved against Exhibitor, Exhibitor shall pay such amounts plus the Liquidated Damages set forth above.
- F. Event Shipping and Sampling. Exhibitors offering samples or shipping product, supplies, or materials for the Vendor Showcase must abide by the instructions included in Appendix C: 2025 Co+vergence Vendor Showcase Shipping and Sampling Instructions and the shipping windows and deadlines listed in Appendix A: 2025 Co+vergence Deadlines and Dates. Product or materials received at the Saint Paul RiverCentre after the deadline listed in Appendix A: 2025 Co+vergence Deadlines and Dates or before 8:00am or after 4:00pm Mon-Fri are subject to additional freight charges and/or courier charges. Any shipments received at UNFI Prescott outside of the shipping window

listed in Appendix A: 2025 Co+nvergence Deadlines and Dates, or outside of receiving hours are subject to additional freight charges and/or courier charges as applicable. UNFI is not responsible for shipments that are not properly labeled. NCG, Chrom Expo Services, UNFI Prescott, and Saint Paul RiverCentre are not liable or responsible for any shipments. All shipments should be insured by Exhibitor from the time a shipment leaves Exhibitor's facilities until the time it is returned from the event. Shipments received without receipts or freight bills (UPS/FedEx) will be delivered to Exhibitor's table without guarantee of piece count or condition. Exhibitor is responsible for making their own return shipping arrangements. Neither NCG nor Chrom Expo Services are responsible for shipments left at the table by Exhibitor at the close of the Vendor Showcase. NCG, UNFI Prescott, and Chrom Expo Services are not responsible for damage of uncrated materials, materials improperly packed, concealed damage, loss or theft of Exhibitor's materials. Claims of loss or damage must be submitted to NCG by the close of the Vendor Showcase.

- G. Event Safety and Code of Conduct. By registering for and attending Co+nvergence, Exhibitor and its participating attendees agree to abide by the following expectations:
1. Wear a name badge supplied by NCG while participating in all event activities.
 2. Follow CDC guidelines with respect to respiratory viruses and comply with any local, state and federal health mandates in effect. Do not attend the event if ill or experiencing symptoms of an infection, or if current CDC guidance regarding respiratory illness recommends you quarantine or isolate. Respect the right of others to mask or not mask and refrain from commenting on individual masking preference.
 3. Abide by all health and safety mandates provided by federal, state and local government agencies and officials, NCG and the event venue.
 4. Join NCG in creating a friendly, safe, and welcoming environment for all by:
 - Creating an environment of respect and safety
 - Respecting diversity and differences of opinions
 - Taking ownership of our thoughts, words, and actions
 - Honoring each and every person's boundaries, bodily autonomy, and safety

III. Show Deals Information

- A. General. All Exhibitors participating in NCG's 2025 Co+nvergence are required to offer a Show Deal unless granted an exception by NCG. Show Deals and new placement offers for products shipped to Co-op Locations by a Distributor are processed by Distributor(s) as auto-shipments to Co-op Locations. All Show Deals must be planned for shipment by the deadlines listed in Appendix A: 2025 Co+nvergence Deadlines and Dates. For Exhibitors that ship directly to co-op locations, product ordered must arrive at the Co-op Location on the first date of the shipping window(s) listed in Appendix A: 2025 Co+nvergence Deadlines and Dates. NCG's authorized Distributor may ship past the deadline if product is out-of-stock or otherwise unavailable during the last shipping period. The Distributor will attempt to ship the product until it is available. All orders for Show Deals must be collected using Perenso's application. Exhibitors are not permitted to take orders outside of the Perenso application during the Vendor Showcase.
- B. Submission requirements. All Show Deal Contract Proposals must be submitted in Partner Co+nnection by the deadline listed in Appendix A: 2025 Co+nvergence Deadlines and Dates. Revisions to Show Deal proposals submitted after the deadline will not be accepted except as needed to extend Exhibitor's discounts/allowances to additional items or increase the discount/allowances. NCG reserves the right to cancel an Exhibitor's registration and reassign to another Exhibitor if a Show Deal is not submitted by the deadline listed in Appendix A: 2025 Co+nvergence Deadlines and Dates. Exhibitors without a Partner Co+nnection account or that have questions or issues should contact the Partner Co+nnection help desk at partner.connection@ncg.coop.
- C. Discounts. Excluding offers for new product placement (referenced in the next section), the minimum total discount/allowance required for Exhibitor's Show Deal submissions is 25% unless granted an exception by NCG. All discounts must be honored in full via an off-invoice discount (OI) and/or, for orders fulfilled by a Distributor, a manufacturer chargeback (MCB) in the shipping periods selected by the co-op. If Exhibitor submits a Contract Proposal with an OI discount but that discount is not available to NCG's authorized Distributor during a co-op's requested ship date, Exhibitor authorizes NCG and Distributor to convert the discount to an MCB and assumes responsibility for being charged back by the Distributor. NCG will not process rebates/scans for any Show Deal. Tiered discounts may be offered but must be included in the retailer requirements section of the proposal in Partner Co+nnection. No more than two tiers are allowed when a discount requires a minimum purchase requirement (e.g., buy 1-29 cases, get 25%, by 30 or more cases, get 35%). Exhibitors may submit line drives, but all UPCs must be included in the Contract Proposal to be accepted. Exhibitors with products subject to a Core Set Cost Support during the shipping windows outlined in Appendix A: 2025 Co+nvergence Deadlines and Dates must include a Show Deal discount/allowance that exceeds the discount/allowance provided via the Core Set Cost Support.
- D. New placement offers. Unless granted an exception by NCG, all offers for new product placement included in a

Contract Proposal are subject to minimum “free fill” requirements as follows:

1. Grocery items –one (1) case of free product or twelve (12) free units for items available for purchase by the Co-op Location by the individual unit. NCG will also accept 50% off a purchase of 6 units for any products with unit costs more than \$10/unit and that are available for purchase by the Co-op Location by the individual unit.
2. Supplement and Body Care items – one (1) free case or three (3) free units for items available for purchase by the Co-op Location by the individual unit.
3. Bulk items – one (1) free case for bulk packages 10 lbs. or less, 50% off one (1) case for bulk items available for purchase by the Co-op Location in packages greater than 10 lbs.

Free fill products shipped directly by Exhibitor must be invoiced at 100% discount off-invoice and may not include additional delivery, shipping, or freight charges. Exhibitor will be charged back (MCB) by NCG's authorized Distributor for free fill requirements fulfilled by a Distributor. Minimum SKU requirements are subject to the approval by the appropriate NCG Category Manager, are only permitted only for new accounts, and are not allowed for new placement offers with existing accounts. Bonus gift offers or special offers for new accounts may be included on the proposal in Partner Co+nnnection, but must be included in the retailer requirements section of the proposal. Unless granted an exception by NCG, Exhibitor must submit a Show Deal discount offer in addition to any new placement offers. Exhibitors that opt not to submit an offer for new placement must select 'See Booth at Show' in the Placement Offer dropdown in Partner Co+nnnection and include a note in the Retailer Requirements section of the proposal in Partner Co+nnnection

- E. Show Deal booking. NCG will present all confirmed Show Deals to Co-op Locations prior to the Vendor Showcase. Co-ops will have two weeks prior to the Vendor Showcase to pre-book their selection of Show Deals. During the Vendor Showcase Co-op Location buyers are encouraged but not required to visit each Exhibitor's table to have any pre-booked Show Deals processed. Following the Vendor Showcase, Co-op Locations will have an additional two weeks to add to Show Deal orders. NCG will notify participating Exhibitors of the dates the application is open to Co-op Location for pre-booking to allow Exhibitor's sales representatives to contact Co-op Locations and encourage pre-booking.
- F. Show Deal shipping. Exhibitor assumes full responsibility for ensuring that products ordered are in stock and available for shipment within the requested shipping windows outlined by the exhibitor in the show deal portal. Exhibitor agrees to work directly with retail co-ops to resolve any discrepancies.
- G. Authorized distributors. Only Distributors authorized by NCG are eligible to fulfill Co+nvergence Show Deal orders. NCG has authorized UNFI (and subsidiaries) as Distributors for fulfillment of Co+nvergence Show Deal orders. UNFI will be the preferred Distributor and will fulfill Show Deal orders for products slotted at both UNFI and KeHE. If products are unavailable at a co-op's UNFI distribution center, are discontinued by UNFI, or are out-of-stock during the shipping period, NCG reserves the right to transfer the Show Deal order to KeHE. Exhibitors whose products are shipped both directly to Co-op Locations and via an authorized Distributor are required to fulfill Show Deal orders through the Distributor unless that specific product is not available in the distribution center that services the Co-op Location that placed the order. Exhibitors whose products are available both for direct shipment and from a Distributor must submit a separate Show Deal proposal in Partner Co+nnnection for those products only available through direct shipment.
- H. Direct Exhibitors. Exhibitors that ship directly to Co-op Locations must apply Show Deal discounts/allowances to the invoices for any orders placed at the Co+nvergence Vendor Showcase. Under no circumstances are Co-op Locations required to request discounts/allowances from Exhibitor or meet other requirements to have the discounts applied to orders. In the event Show Deal discounts were not applied to a Co-op Location's invoices during the shipping window, Exhibitor agrees to credit impacted Co-op Locations for the total difference in cost within 10 business days of being notified by NCG or the impacted Co-op Locations.

IV. Additional Terms and Conditions

- A. Confidential Information. Confidential information includes these Co+nvergence contract terms and the terms of any Contract Proposal and all non-public information provided by each party to the other in connection with the performance of their respective obligations under a Show Deal Contract Proposal, including without limitation, financial information, information related to items that are the subject of said Contract Proposal and pricing, and such other materials, data and information that either party considers and identifies to be proprietary and confidential (collectively, "Confidential Information"). Each party will hold in strict confidence Confidential Information and will not, without prior written consent of the disclosing party, (i) use the disclosing party's Confidential Information for any purpose other than in connection with the performance of its obligations under the Co+nvergence Contract Proposal, or (ii) disclose any portion of the disclosing party's Confidential Information to

third parties. Notwithstanding the foregoing, the obligations in this Section do not apply to (i) information that, at the time of disclosure is in, or after disclosure becomes part of, the public domain other than as a consequence of receiving party's breach, (ii) information that was known to the receiving party prior to the disclosure by the disclosing party, as evidenced by receiving party's written records pre-dating such receipt, (iii) information disclosed by a third party to receiving party, if such third party's disclosure neither violates any obligation of the third party to the disclosing party nor is a consequence of receiving party's breach, (iv) information that disclosing party authorizes in writing for release; or (v) information that is subject to a validly issued subpoena from a court or governmental authority of competent jurisdiction, or pursuant to a valid discovery request to which receiving party is required to respond, provided that receiving party provides disclosing party with reasonable advance notice of such required disclosure.

B. Representations and Warranties. Exhibitor represents and warrants to NCG that:

1. All intellectual property or proprietary rights used by Exhibitor in connection with the items that are the subject of the Co+nvergence Contract Proposal are owned by Exhibitor or Exhibitor has been legally authorized to use such rights and to sell items that incorporate such proprietary rights to Co-op Locations for use or further resale;
2. All items that are the subject of the Co+nvergence Contract Proposal are manufactured, packaged, labeled, packed, shipped and invoiced in compliance with the applicable requirements of federal, state and local laws, regulations, ordinances and administrative orders and rules of the United States and all other countries in which the item is manufactured or delivered and that all required labeling is affixed to such items and passed on to Co-op Locations or their customers;
3. All consumable/food items of Exhibitor are (a) not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, and regulations adopted thereunder (the "FD&C Act"); (b) not articles that are prohibited, under the FD&C Act or any successor thereto, from being introduced into interstate commerce; (c) not adulterated or misbranded within the meaning of, or in violation of, any disclosure or warning required under the pure food and drug or health, safety or environmental laws, regulations or ordinances of any state or other government authority which are applicable to such shipment or delivery; and (d) merchantable and fit for their intended purpose, and will pass without objection in trade; and
4. All advertising and promotional materials developed or provided by Exhibitor for any items subject to the Co+nvergence Contract Proposal will comply with all applicable requirements of federal, state and local laws, regulations, ordinances and administrative orders and rules of the United States and all other countries in which the Product is delivered, including, without limitation and if applicable, those promulgated by the U.S. Food and Drug Administration, the U.S. Department of Agriculture, the U.S. Federal Trade Commission and the Environmental Protection Agency.
5. All consumable/food items of Exhibitor have been tested and assessed with respect to any warning requirements, including but not limited to California's Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986, Cal. Health & Safety Code §§ 25249.5-25249.14.) ("Prop 65"), no product exposure requires a warning to consumers or employees in the chain of distribution, it will promptly notify NCG if any warning, including pursuant to Prop 65, is required due to a change in laws or regulations or information later obtained by Exhibitor.

C. Liability and Indemnification. Each party will indemnify, defend and hold harmless the other party, its affiliates and subsidiaries, and their officers, directors, employees and agents (collectively, the "indemnified parties"), from and against any damages, liabilities, losses, costs, or expenses (including reasonable attorneys' and accountants' fees) (collectively, "Damages") incurred by an indemnified party to the extent resulting from (a) the gross negligence or willful misconduct of the indemnifying party or (b) breach of the Co+nvergence Contract Proposal by the indemnifying party.

Exhibitor will indemnify, defend and hold harmless NCG, its affiliates and subsidiaries, and their officers, directors, employees and agents, as well as any Co-op Location or customers of NCG and its subsidiaries (collectively, the indemnified parties"), from and against any Damages incurred by an indemnified party to the extent resulting from a third party allegation of any of the following:

1. Infringement or misappropriation of any patent, trademark, trade name, trade dress, copyright, trade secret or other proprietary right in connection with any item included in the Co+nvergence Contract Proposal;
2. Death of or injury to any person, damage to any property, or any other damage or loss resulting, in whole or in part, from any quality or other defect in any item included in the Co+nvergence Contract Proposal, whether latent or patent, or failure of the item to comply with any express or implied warranties or any claim of strict liability in tort relating to the item;
3. Violation of any federal, state or local laws, regulations, ordinances or administrative orders or rules of the United States, its territories or any other country in which any item included in the Co+nvergence Contract Proposal is produced or delivered relating to (a) the item, or any label, packaging or invoice associated with the item, in its manufacture, possession, storage, use or sale; or (b) any advertising or promotional materials developed or provided by Exhibitor; or

4. Defect involving the packaging, labeling, packing, shipping and/or invoicing of any item included in the Co+nvergence Contract Proposal.
5. Defect or liability involving the packaging, labeling, packing, shipping, presence or absence of a warning label including but not limited to warnings required by Prop 65 and/or invoicing of any item included in the Co+nvergence Contract Proposal.

Exhibitor acknowledges that orders for items subject to the Co+nvergence Contract Proposal shall be made by Co-op Locations and not by NCG and as a result, Exhibitor's sole recourse for a breach of the terms of any such order shall be against a Co-op Location and not against NCG. For the avoidance of doubt, Exhibitor releases and discharges NCG from and against any liability related to any order placed by a Co-op Location that is governed by or subject to the Co+nvergence Contract Proposal.

- D. Independent Contractor. The parties are independent contractors hereunder, and will not act as agents for or employee of one another, and nothing contained herein will create a partnership or joint venture between the parties.
- E. Labor Practices. NCG will not tolerate the use of child or forced labor, slavery or human trafficking in any products provided and services performed pursuant a Co+nvergence Contract Proposal. NCG expects Exhibitor to uphold the same standard. Exhibitor certifies that it does not and will not employ, directly or indirectly or through a subcontractor, any person who is under the minimum age of employment requirements prescribed by the International Labor Organization conventions or applicable law, whichever is higher. Exhibitor certifies that the workers it uses or will use, directly or indirectly or through a subcontractor, to provide products and services are present voluntarily. Exhibitor certifies that it does not and will not use, directly or indirectly or through a subcontractor, prison, slave, human trafficked or forced labor in providing products and performing services for NCG. Exhibitor also agrees that, in the event Exhibitor determines that a violation of this Section has occurred, Exhibitor will notify NCG and immediately remedy the violation. If NCG determines Exhibitor has not remedied the violation, then NCG may terminate this Co+nvergence Contract Proposal immediately.
- F. Notices. Any written notices required with respect to a Co+nvergence Contract Proposal shall be made by email, personal delivery, overnight or other delivery service, or first-class mail. Notices by email or personal delivery will be effective upon delivery; notices by overnight or other delivery services will be effective when delivery is confirmed; and notices by mail will be effective four (4) business days after mailing. NCG's notice addresses for a Co+nvergence Contract Proposal are listed below and are subject to change upon written notice thereof.
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| <ul style="list-style-type: none">• Robyn DesHotel
Chief Financial Officer
National Co+op Grocers (NCG)
2610 University Avenue West
Suite 150
Saint Paul, MN 55114
robyn.deshotel@ncg.coop | <ul style="list-style-type: none">• Michael W. Droke
DORSEY & WHITNEY LLP
Columbia Center
701 Fifth Avenue, Suite 6100
Seattle, WA 98104-7043
droke.michael@dorsey.com |
|---|--|
- G. Choice of Law and Venue. Each Co+nvergence Contract Proposal will be governed and construed in accordance with the laws of the State of Minnesota without reference to the choice of law provisions of any state. Each party agrees and consents to the personal jurisdiction and service and venue in any federal or state court for Hennepin County, Minnesota, for the purposes of any action, suit or proceeding arising out of or relating to a Co+nvergence Contract Proposal. In the event of any suit, controversy, claim or dispute between the parties hereto, arising out of or relating to a Co+nvergence Contract Proposal or breach thereof, the prevailing party shall be entitled to recover reasonable expenses, attorney's fees and costs.
- H. Assignment. Neither party may assign any rights or delegate any obligations under a Co+nvergence Contract Proposal, by operation of law or otherwise, without the prior written consent of the other party, which consent will not unreasonably be withheld or delayed. This Co+nvergence contract will accrue to the benefit of any permitted successors and assignees.
- I. Entire Agreement. Each Co+nvergence Contract Proposal (including the exhibits, all orders, and all confirmations to the extent such confirmations do not conflict with the terms of these Co+nvergence contract terms; but excluding any terms and conditions that may appear on any Exhibitor price list or invoice) constitutes the entire agreement and understanding between the parties regarding the subject matter hereof, and supersedes and merges all prior discussions and agreements between them relating thereto.

**Appendix A:
2025 Co+nvergence Deadlines and Dates**

Deadline for Exhibitor to Register in Perenso	Deadline for Exhibitor to Pay Co+nvergence Invoice(s)	Deadline for Exhibitor to Submit Show Deal Proposal in Partner Co+nnection	Deadline for Exhibitor to Revise Show Deal Proposal	Exhibitors Receive Table Assignments from NCG by this Date
Friday, June 6, 2025	Friday, July 11, 2025	Friday, July 11, 2025	Friday, July 11, 2025	Friday, July 18, 2025
Saint Paul River Centre Shipping Window (Ambient Products)	Deadline to Ship Product and Materials to the Saint Paul River Centre	UNFI Prescott Shipping Window (Refrigerated, Frozen or Temperature Controlled Products)	Deadline to Ship Product to UNFI Prescott	Last Date for Show Deal Orders to Ship to Co-op Locations
July 14-Aug 8, 2025	Friday, August 8, 2025	Aug 6-Aug 13, 2025	Wednesday, August 13, 2025	Tuesday, December 30, 2025

Convergence Show Deal Shipping Periods:

Exhibitors that ship products directly to Co-op Locations may begin shipping starting 09/16/2025. Products shipped by a Distributor will begin shipping starting 10/15/2025. Shipping periods correspond with the start of the buy-in periods for NCG's Co+op Deals Promotions program. To ensure the availability of inventory at the Distributor all shipping periods are 30 days long and orders will ship on the first day of product availability at the Distributor within the shipping period. Unless Exhibitor has increased the allowed number of shipping periods, co-ops will be able to split Co+nvergence Show Deal shipments across up to three (3) of the below shipping periods in any quantities. New placement offers are excluded from the number of shipping periods a co-op may select. Exhibitors are strongly encouraged to have copies of their NCG Co+op Deals promotional plan at the Vendor Showcase to assist co-op buyers with selecting shipping periods. The shipping periods for 2025 Co+nvergence Show Deals are:

1. 09/16/2025 – 10/20/2025: Direct Only
2. 10/51/2025 – 11/4/2025: October B
3. 10/29/2025 – 11/18/2025: November A
4. 11/12/2025 – 12/2/2025: November B
5. 11/26/2025 – 12/16/2025: December A
6. 12/10/2025 – 12/30/2025: December B

Appendix B:
2025 Co+vergence Sponsorship Levels and Fees

Sponsorship Level:	Description:	Fee:
Promoter Sponsorship	<ul style="list-style-type: none"> • A one-hour workshop with co-op buyers and managers. • 2 prominently-placed Vendor Showcase tables • Full-page company profile in conference program • Networking with co-op managers and buyers • Logo and recognition on event app, slides and materials • 2 name-badges and 2 wristbands for entry to the party 	\$7,600
Collaborator Sponsorship	<ul style="list-style-type: none"> • Expanded presence at Vendor Showcase • Networking with co-op managers and buyers • Logo and recognition on event app, slides and materials • 2 name-badges and 2 wristbands for entry to the party 	\$6,500
Supporter Sponsorship	<ul style="list-style-type: none"> • 1 Vendor Showcase table • Networking co-op managers and buyers • Recognition in the event app • 2 name badges and 2 wristbands for entry to the party 	\$4,600
Additional Fees:	Description:	Fee:
Electricity	Use of electricity at Exhibitor's table during the Vendor Showcase.	\$150 per table
Ice	Ice available in 18 lb. bags for use at Exhibitor's table during the Vendor Showcase	\$15 per bag
Additional Attendee Badge	Additional badges for Exhibitor representatives or Exhibitor's broker. Available and paid via credit card at registration for the Vendor Showcase day of show.	\$200 per badge
Additional Table	Additional 4ft. or 6ft. table, available upon request to vendorshowcase@ncg.coop .	\$75
Billed directly by Chrom Expo Services:		
Product Storage Shipping Fees Upon receipt of your shipment at Chrom's warehouse they will provide an invoice and payment options	<ul style="list-style-type: none"> • Small shipments: shipments weighing less than 30 lbs. 	\$75 per shipment
	<ul style="list-style-type: none"> • Large shipments: shipments above 30 lbs. and up to 200 lbs. 	\$250 per shipment
	<ul style="list-style-type: none"> • Excess freight: shipment above 200 lbs. 	Additional \$125/hundred weight

Appendix C: 2025 Co+nvergence Vendor Showcase Shipping and Sampling Instructions

- A. Product, supplies, and materials shipping. Exhibitors may arrange to ship product, marketing materials, swag items, and supplies prior to the Vendor Showcase for use day of show for a fee as outlined in section H. NCG has contracted with Chrom Expo Services for the storage and transport of ambient products and UNFI Prescott for products requiring refrigeration, frozen storage, or storage in a temperature-controlled environment. NCG will provide each Exhibitor's Table # by July 18, 2025.
1. **Ambient products *not* needing refrigerated, frozen, or storage in a temperature-controlled environment.** Exhibitor must ship products to arrive at the Saint Paul River Centre between July 14, 2025 and August 8, 2025. Receiving hours are Mon-Fri between 8:00am and 4:00pm. Product or materials received at the Saint Paul River Centre after August 8, 2025 or before 8:00am or after 4:00pm Mon-Fri are subject to additional freight charges and/or courier charges. Exhibitors must use the shipping labels posted available on the [Chrom Expo Services portal](#). To access the portal, email brad.allred@chromexpo.com for credentials (if not already received); log in to the portal; choose "Event Selection" in the upper right corner; select "Convergence"; select your booth; then click "Continue to Event."
 2. **Refrigerated, frozen, or products requiring storage in a temperature-controlled environment.** NCG has contracted with UNFI's Prescott warehouse to arrange for receipt of advance shipments of perishable products, storage of these shipments and transportation of shipments to the Saint Paul RiverCentre. Items will be stored in the temperature zone selected on the shipping label. Exhibitors are not required to use UNFI and may opt to make their own arrangements for shipment and storage prior to the Vendor Showcase. NCG will provide the assigned table number to each Exhibitor by July 18, 2025. Exhibitors must ship products to arrive between August 6th, and August 13th using the UNFI Shipping Label posted on the [Co+nvergence Exhibitor Information Page](#). Receiving hours for LTL freight are Monday - Friday between 4:30am and 11:00am CST. Deliveries are not accepted outside of receiving hours. All products must be delivered to the receiving dock, which is clearly marked on the exterior of the building. Any shipments received before August 5th, after August 13th, or outside of receiving hours are subject to additional freight charges and/or courier charges as applicable. UNFI is not responsible for shipments that are not properly labeled. Please label your products clearly and boldly. Product can also be shipped via FedEx, UPS, USPS or any other carriers but must be received between 4:30am and 3:00pm CST. Please send tracking information to Steve Grundhauser at sgrundhauser@unfi.com. If your product is regularly stocked at UNFI Prescott, please contact [Steve Grundhauser](#) to have your items pulled from inventory and to arrange to be charged back. After you have prepared your shipment, please email the following information to vendorshowcase@ncg.coop using the subject line "Perishable Shipment Info: [Brand Name]".
 - Carrier name
 - Number of packages
 - Tracking number for each package
 3. NCG, Chrom Expo Services, UNFI Prescott, and Saint Paul RiverCentre are not liable or responsible for any shipments. All shipments should be insured by Exhibitor from the time a shipment leaves Exhibitor's facilities until the time it is returned from the event. Shipments received without receipts or freight bills (UPS/FedEx) will be delivered to Exhibitor's table without guarantee of piece count or condition. Exhibitor is responsible for making their own return shipping arrangements. Neither NCG nor Chrom Expo Services are responsible for shipments left at the table by Exhibitor at the close of the Vendor Showcase. NCG, UNFI Prescott, and Chrom Expo Services are not responsible for damage of uncrated materials, materials improperly packed, concealed damage, loss or theft of Exhibitor's materials. Claims of loss or damage must be submitted to NCG by the close of the Vendor Showcase.
- B. Product sampling and food preparation. Exhibitor is subject to the following venue requirements regarding product samples and food preparation:
1. Deep fryers and open flames are not allowed.
 2. Exhibitor may use a microwave, toaster oven, pizza oven, air fryer, or other similar electrical appliance.
 3. Exhibitor must supply a heat resistant material (i.e. cutting board or similar) to insulate the table and tablecloth from any heat. Exhibitor is responsible for the cost of any damage done to tablecloth or table resulting from failure to insulate from a heat source.
 4. Exhibitor may provide food samples of the greater of a single serving as indicated on the product's packaging or three (3) ounces and non-alcoholic beverage samples that are the greater of a single serving of a pack or sixteen (16) ounces.
 5. Samples can only be served on the Vendor Showcase show floor (Exhibit Halls AB).
 6. Samples should be in grab and go or individual portions when possible.
 7. The use of plexiglass shields/sneeze guards are encouraged at tables.

8. Exhibitor is encouraged to clean and disinfect high-touch areas frequently.
9. Exhibitor is responsible for providing their own cleaning and disinfecting supplies.