

1. All Suppliers shall offer any product sold to any Wholesaler in Arkansas to all Wholesalers in Arkansas on the same terms and conditions.

2. Prepaid shipment invoices shall include either: (1) the same FOB-source for each product regardless of the source, plus a freight charge calculated on the same proportionate basis for each Wholesaler regardless of the source; or (2) the same delivered price for all Wholesalers. A fuel surcharge is considered a part of the freight charge and shall be applied uniformly for all Wholesalers. The source for each Wholesaler shall be the Supplier's shipping location closest to the Wholesaler's physical warehouse location. A Supplier shall charge each Wholesaler for shipments from a shipping location other than the Wholesaler's source the same amount as if the shipment was from the Wholesaler's source, even if the amount paid by the Wholesaler for shipments from the Wholesaler's source is an amount contracted by the Wholesaler with a third-party carrier. A Supplier shall charge a pro-rata amount for LTL shipments based on the amount charged for a standard FTL from the Wholesaler's source.

3. Any other fees or charges related to product supply from a Supplier shall be the same for all Wholesalers.

4. Suppliers shall be allowed to offer unconditional rebates to all Wholesalers for sales of specific products from Wholesalers to licensed Retailers within a specified temporary period, which shall not be less than 14 consecutive days in duration. Temporary price reductions shall not be offered in any other form.

5. Quantity discounts from Suppliers to Wholesalers are not allowed.

6. Suppliers shall remit rebate amounts to Wholesalers before the tenth day of each month for all sales subject to rebates during the previous month. Rebates may be made more frequently at the discretion of the Supplier

7. Suppliers shall provide quantities of products to each Wholesaler on a timely basis sufficient to meet all orders or forecasted sales. Timely basis is defined as (1) a confirmed delivery date of a specific order, or (2) sufficient inventory on-hand at a Wholesaler's location to meet the forecasted sales prior to the beginning of the forecasted period. In the event a Supplier shall have inadequate quantities of a product to meet the cumulative statewide wholesale demand on a timely basis, the Supplier may apportion the available quantities according to a plan subject to the approval of the Director. Otherwise, a Supplier may not unilaterally increase or decrease any Wholesaler order or forecasted sales quantity. In the event a
eus

Supplier fails to provide product subject to a rebate to any Wholesaler on a timely basis as defined above regardless of the reason, the Supplier shall extend the rebate period for all Wholesalers until one week after the product is available for delivery to each Wholesaler.

8. Suppliers shall not offer any other discriminatory financial support to any Wholesaler in any form. A Supplier may be required to submit all financial transactions with all Wholesalers as requested by the Director and may be subject to an audit of such transaction as deemed necessary by the Director.

9. A Supplier shall post the following information with the Director and with each Wholesaler in Arkansas at the same time and in its most current form: FOB-Source for all products offered in Arkansas, freight charges and source location for each Wholesaler; other product supply fees, and

temporary rebate periods, products subject to rebates during the rebate period, and the rebate amount for each product.