



VENDOR COMPLIANCE GUIDE



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INTRODUCTION

The Ag ProVision Vendor Compliance Guide has been designed to provide our Vendors with a reference tool for fulfillment of Ag ProVision Purchase Orders along with our shipping requirements. All information contained herein is intended to be linked to our Purchase Order by reference bilaterally and intended to represent understanding between the seller “Vendor” and the purchaser “Ag ProVision” regarding the terms and conditions of the agreement of sale on all Purchase Orders issued by Ag ProVision to the Vendor.

The purpose of this Guide is to establish a “statement of expectations” for the purchase of goods and related services, which is consistent with good business practices that supports a mutual understanding between Vendors and Ag ProVision and the benefits of which serve both the Vendor and Ag ProVision. Building good business relationships with our Vendors is very important to us and we would like to align ourselves with the Vendors who are dedicated to improving supply chain efficiencies in an effort to best satisfy our ownership. This Guide is only one means of outlining and ensuring program objectives are met.

The requirements contained herein are structured to provide supply chain discipline and efficiencies that support our business needs and those of our ownership. It is our intention to avoid situations that disrupt the timely and efficient flow of product to our distribution centers. These guidelines are viewed as essential to our mutual success.

Thank you in advance for your compliance with these requirements. Should there be any questions related to any of these requirements, please feel free to contact our Purchasing Department.

Kathy Houston

Director of Customer Support and Purchasing
kathy@agprovision.com

Please forward this Guide to all persons within your organization that may be affected by these requirements.

Written or fax communications may be forwarded to:

Ag ProVision, LLC

Attn: Kathy Houston
277 Faison McGowan Road
Kenansville, North Carolina 28349
Fax: (910) 296-0973



PHILOSOPHY

Ag ProVision's mission is to work with our suppliers to reduce the cost of doing business with us, and thereby enable suppliers to reduce our cost.

Ag ProVision pursues strategies:

- that reduce the costs of doing business, by working flexibly and creatively with reputable suppliers to pass those savings on to our owners,
- that leverage volume purchasing more favorably as one entity, rather than each owner negotiating separately,
- that protect the health and safety of its employees, its owners' employees, and the production animals that are the focus of our owners' businesses,
- that ensure the quality of services it provides and the products it purchases, manufactures, and distributes, as well as those marketed by our owners,
- that maintain the integrity and ethics in its operating standards, accounting practices, and systems,
- that contribute to environmental sustainability,
- that will meet the future needs of our ownership to continue feeding the world.

PURCHASE ORDERS

All Purchase Orders are intended to be a binding "Agreement of Sale" between Ag ProVision and our Vendors. All conditions, terms, and requirements contained herein are intended to be part of that Agreement of Sale and it is so noted by reference on all Purchase Orders issued by Ag ProVision. No terms, conditions, or requirements may be altered by any Vendor "Post-Facto." Once a Purchase Order has been accepted, processed, and delivered, no consideration will be given to requests that alter the original Purchase Order terms and expectations relative to the sale.

Ag ProVision and the Vendor expressly agree that all rights and duties under any Purchase Order and any Agreement of Sale arising there from shall be governed by and construed in accordance with the laws of the state of North Carolina without regard to its conflicts of law principles. Any dispute arising out of this Vendor Guide or any Agreement of Sale which cannot be

resolved by agreement shall, whenever diversity or subject matter jurisdiction exists, be submitted to the United States District Court or state courts for Raleigh, North Carolina, U.S.A., and the parties submit to the personal jurisdiction of such courts. Ag ProVision and the Vendor expressly agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to any Purchase Order, any Agreement of Sale, and/or this Vendor Guide, as the case may be. Ag ProVision and the Vendor irrevocably submit, consent, and waive any objection to the jurisdiction of such courts on the basis of venue, inconvenient forum, or otherwise.

Each Purchase Order must (1) be confirmed by email or fax within 24 hours with verification of pricing and expected ship date, (2) reference Ag ProVision's Purchase Order Number, and (3) reference the ship-to location's purchase order number if being drop-shipped.

PRODUCT DOCUMENTATION REQUIREMENTS

Information must be provided to instruct users on the methods for transporting, storing, using, and ultimately disposing of products distributed by Ag ProVision to its owner companies. If users do not have appropriate information, this could mean that your products may not be effective when used, or the safety of our workers, animals, or the environment could be compromised.

Ag ProVision maintains an internal, password-protected web site for use by authorized personnel at our owner companies that contains electronic versions of labels and safety data sheets (SDS) for all warehoused products. In addition, Letters of Guarantee and Product Specification Sheets are also posted for products that will be used exclusively in processing plants. Information on the web site assists technical staff such as veterinarians and service personnel as they consult with farm employees at hundreds of locations on the proper and safe use of products. Having access to exactly the same information as is available on the label at the farm is crucial for this communication. The web site also provides electronic versions of SDSs, allowing instant access to important safety information to anyone either directly via the site or indirectly via telephone. This posting also fulfills important OSHA Hazard Communication standards not only for our owner companies, but also for Ag ProVision and its employees that transport, handle, and store the products on a routine basis.

Ag ProVision requires that electronic versions of all product labels and SDSs are provided prior to their being received in either of our two warehouses. Recommended information on each, along with barcoding information, is outlined as follows:

LABELS

- Labeling must follow all applicable local, state, and federal rules/regulations for the product category. Drug labels must include NADA or ANADA numbers and if a prescription is required, it must so state. Pesticide labels must contain EPA registry numbers. Where appropriate, active ingredients, usage warnings, and quantities should be listed.
- Labels provided must be as they appear on the products themselves. Label “information” or product inserts alone are not suitable. Electronic versions of labels are provided to assist with product identification and are often used for employee training purposes. Their appearance being exactly as they appear on the product is therefore crucial.
- Lot numbers and product expiration dating, when applicable, should be legible and noted as such on the label. Barcoding is preferred.
- Products should be barcoded on each sellable unit.

SAFETY DATA SHEETS (SDS)

- SDSs prepared according to the Globally Harmonized System of Classification of Labeling of Chemicals



PRODUCT DOCUMENTATION REQUIREMENTS (cont.)

(GHS) are preferred. SDSs prepared according to the old OSHA MSDS requirements will be accepted until we are prevented from doing so through regulation.

- Regardless of the system utilized, instructions for handling, storing, and transporting, along with appropriate instructions for dealing with accidental release must be provided.
- The product name and either the manufacturer, the distributor, or both as provided on the SDS must exactly match that provided on the associated label.
 - The product name must be clearly noted on the SDS and must be the same as that provided on the associated label. Similarly if other specifics for the product are noted on the SDS, they should be reflective of those provided on the associated label.
- The manufacturer or distributor noted on the SDS must be similarly noted on the product label. An SDS which names only a manufacturer that is not noted on the product label (for example, a privately labeled product provided by a distributor) is not acceptable.

BARCODES

- If Ag ProVision purchases an item that has a barcode which uniquely identifies a Vendor's product, Ag ProVision can cross-reference that code to its own identifier. If there is no barcode identifying the product, Ag ProVision must print labels upon receipt. Ag ProVision wishes to

minimize label printing as much as possible, as this adds time, labor, and costs to the receiving, storage, and distribution process.

- Smithfield Hog Production, the largest hog production company in the world, which represents one-half of Ag ProVision's ownership, has also implemented barcoding with a goal of taking this technology to the farm level. Imagine a world where animal ear tags are barcoded, and a scan of that barcode reveals where the animal was born; the lot numbers of every product it consumed, was applied to it, or it was treated with; the trucks and trailers it was transported on; the farms it spent time on; and so forth. That's the type of information being demanded by today's consumer. So anything Vendors can do to help Ag ProVision is also going to make the end-users' jobs easier as well. Ag ProVision represents approximately one-third of the swine and turkey production market share in the U.S.A.
- Please keep in mind that as Ag ProVision moves forward, ease of receipt and handling will be taken into consideration during the purchasing process. Prior to making any barcoding change, Vendors should send a sample of any proposed barcode(s) to **Julie Howard**, Warehouse and Data Manager, at jhoward@agprovision.com. Ag ProVision will ensure that a Vendor's proposed barcoding system will work with its system so that a Vendor's efforts to comply with this request will not be wasted.



SHIPPING REQUIREMENTS

“SHIP TO” LOCATIONS

Ag ProVision maintains two distribution centers. Purchase orders will state which distribution center the shipment should be delivered to, or indicate that the shipment is a drop shipment, which should be delivered directly to the customer’s address noted as the “Ship to” on the Purchase Order.

For shipments to the distribution centers below, all labels must be addressed to Ag ProVision, LLC at the appropriate address, show the origin, and include the Ag ProVision purchase order number.

Ag ProVision, LLC

277 Faison McGowan Road
Kenansville, North Carolina 28349
Telephone: (910) 296-0302
Fax: (910) 296-0973

Ag ProVision Mid-America

3803 Enterprise Drive, Suite A
Nevada, Missouri 64772
Telephone: (417) 448-1793
Fax: (417) 448-1795

SCHEDULING

Appointments are required for all dedicated or truckload/container deliveries. Appointments are not required for deliveries from Less-than-Truckload (LTL) or small package carriers, such as UPS, FedEx, DHL, or USPS. Deliveries are accepted between the hours of 8:00AM and 4:30PM local time Monday through Friday. Ag ProVision is closed on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after, Christmas Eve and Christmas Day.

To make an appointment for delivery, visit our website, <http://schedule.agprovisionllc.com>, and follow the instructions to select the delivery location, the type of loading or unloading service you require, and the dock you would like to schedule. Details of the available docks and services provided at each are provided on the site. Appointments may be made up to 60 days in advance or as little as the same day. Appointments are considered “On-Time” when checked in at Receiving no earlier than one hour prior to or one hour later than the scheduled appointment time. Exceptions can be made depending on the priority of the products and distribution center capacity; however, no delayed live unloads (unloading while the driver waits) will be received after 4:30pm. It is the Vendor’s responsibility to give their carrier the appropriate scheduling information. We highly recommend that the carrier make the appointment and not the Vendor, unless they are one in the same. Our experience shows that carriers are more likely to keep an appointment they make than an appointment they are given.

Unscheduled freight will not constitute a waiver of the appointment process if accepted by Ag ProVision without a duly scheduled appointment. Any unscheduled load may be refused. Ag ProVision will not pay demurrage fees for any loads accepted without an appointment. We ask that any cancellations be made at least 24 hours in advance.

Delivery by non-commercial vehicles such as cars, vans, SUVs, and pick-up trucks is highly discouraged; however, goods can be received if the carrier or delivery driver agrees to terms as listed.

SHIPPING REQUIREMENTS (cont.)

INFORMATION REQUIRED FOR APPOINTMENT

Carrier Name
Shipper/Vendor Name
Phone Number
Number of Pallets
Ag ProVision Purchase Order Number
-OR- Shipment Contents

Additionally, carriers may set up login information that will enable them to view all scheduled appointments and easily cancel or move appointments when necessary.

TRUCKLOAD / CONTAINER SHIPMENTS

Truckload carrier Bill of Lading **MUST** contain the number of cartons/cases and weight being transported as well as a full description of the product. Each Bill of Lading should include the Ag ProVision Purchase Order number, with directions to the carrier to include this information on the freight invoice, if applicable. All shipments must include accurate case and pallet counts. The use of a seal is required on the trailer, and the seal number must be included clearly on the Bill of Lading.

PALLETS

Any product that weighs over 45 pounds per case must be on pallets. 48" x 40" 4-way GMA pallets are preferred; however, pallets may be of any dimension, as long as the pallet's integrity is intact. Pallet must have a two or four way access for ease of handling. Palletized orders will be wrapped securely with overhang of one inch or less. Mixed product pallets must be marked "Mixed Pallet" on all four sides. Damaged pallet deliveries may be refused.

PACKING LIST

All shipments must have a packing list. The packing slip must include Ag ProVision's purchase order number, the manufacturer's item code, the amount ordered, amount shipped, amount backordered, unit of measure, lot numbers (if applicable), and quantity (in total and by lot if applicable).

BARCODES

Ag ProVision prefers Code 128 and UPC-A barcode symbologies.



Human readable text should be adjacent to the barcode. Each barcode must be clearly labeled if multiple codes appear on a label. For both the item barcode and the lot number barcode, the maximum number of characters is 30. Barcodes on products or cases should be at least one inch wide.

For pallet quantities, Vendors should use a label or sheet that includes barcodes for the PO Number, Item, Quantity, Lot, Expiration Date (if applicable), and Weight. If there are mixed lots on a pallet, the sheet should indicate each lot number and the quantity in each lot. As a general rule, bigger barcodes are better, as they can be scanned at greater distances, allowing the picker to remain on their forklift. A barcode approximately 2" x 3" is adequate for this purpose.

For cases, boxes, pails, and smallest sellable units (such as packs, tubes, bottles, bags, cans, each, etc.),

SHIPPING REQUIREMENTS (cont.)

a barcode should identify the product at each stage. Barcodes may identify the product and not the size, or the barcode may be unique to the product and size. For example, using the same barcode on a master case, case, and bottle, -OR- using a different barcode for the master case, case, and bottle. Ag ProVision simply uses the barcode to identify the item.

CASE MARKINGS, PACKAGING AND DAMAGES

All cases/cartons should be clearly marked and identify the following: Product, Manufacturer, size and quantity contained in each case, lot numbers (when applicable), and dating (manufacture or expiration, as applicable). These are the minimum requirements. Whenever possible, safety lids should be used on liquid products to avoid leaks and damage. Every effort **MUST** be made to minimize mixed skids and mixed layers of individual product SKUs when shipping. We want to receive full skids wherever volume allows.

LOT NUMBERS

Any product that goes into or onto an animal must have a lot number for traceability in the event of a recall. Lot numbers must be easily identifiable. A barcode should also indicate the lot number for any unit. Product shipped with multiple lot numbers must be packaged separately and identified accordingly, such as with a “Mixed Lots” sticker or identification sheet showing the quantities and lot numbers of each on each pallet. Lot numbers on packaging must match those on product. Bagged products must have lot numbers clearly displayed on all four sides of the pallet. Product arriving not meeting lot number specifications above may be returned to the Vendor.

If a lot number is barcoded, Ag ProVision can likely read any barcode format utilized. The one exception Ag ProVision has found to this is if the lot is barcoded amongst many other bits of data. For example, some Vendors will create a long barcode that contains the production date, expiration date, lot number, pallet number, manufacturing plant, batch, etc. A code such as that is not usable for Ag ProVision, as there are too many characters (30 is the maximum character count), and there is no standard to guarantee that all Vendors that use that type are handled the same.

EXPIRATION DATES

Any product with an expiration date of less than one year will not be accepted without prior authorization of the Director of Procurement or the Director of Customer Support and Purchasing.

PARCEL SHIPMENTS

Purchase Order Numbers **MUST** be printed on all shipment labels. United Parcel Service (UPS) Shipments specifically must include the Purchase Order Number in one of the Package Reference Fields. Packing list must be attached to the outside of all cartons located in clearly marked envelope. The total number of shipping containers noted on the packing slip with multi-unit shipments numbered: 1 of 3, 2 of 3, 3 of 3, etc.

SHIPPING REQUIREMENTS (cont.)

HAZARDOUS GOODS

Vendors must meet all associated hazardous material shipment state and federal compliance requirements. All hazardous products must be clearly labeled with the appropriate warning symbol. All hazardous products must be packaged separately from non-hazardous goods. The first delivery of any hazardous product should enable access to the relevant safety data sheet (SDS). This need not be in paper form, but the Vendor should advise of any electronic file location or web address from where this information can be retrieved. Any delivery of hazardous goods that shows signs of damage, spillage, or leakage will either be refused, or if return increases risk to the carrier, will be disposed of at the Vendor's expense.



DISCREPANT SHIPMENTS

Ag ProVision **WILL NOT** accept any product mis-shipments or unauthorized substitutions. When situations arise with Warehouse receipts that require goods to be returned, the Vendor will have seven (7) Days from the date of notice to provide Ag ProVision a written "Return Authorization." The return to the Vendor will be shipped at the Vendor's expense. If goods are not retrieved from Ag ProVision within thirty (30) days, the Vendor will incur storage fees at a rate of \$3.00 per day, per item discrepancy. The Vendor will be notified by the Purchasing Agent within 48 hours of receipt, at which time the Vendor's free time will begin.



FEED GRADE VENDOR PERFORMANCE PROGRAM

As indicated in various sections of this Vendor Compliance Guide, Ag ProVision's goal is to maintain regulatory compliance as well as basic vendor requirements that drive supply chain efficiencies that allow us to best service our ownership without costly supply chain disruptions. We are very much interested in building and improving our business relationships with our Vendors and welcome open conversations and collaboration that will mutually improve our business relationship and mutual expectations.

Ag ProVision routinely evaluates the performance of its Vendors for Feed Grade Products by evaluating data collection and conducting surveys regarding Vendor relationships across the areas of regulatory, purchasing, customer support, warehouse, accounting, and our business relationship. Below is the list of items each Vendor is evaluated on where applicable:

- Provides appropriate information, in electronic format, required for safe and proper storage, distribution, and usage
- Makes available qualified technical support personnel to assist with product usage and product quality issues
- Demonstrates the ability to address product quality or product safety concerns (product replacement and/or product recalls)
- Ensures product packaging and labeling is appropriate for intended use and compliant with all applicable regulations
- Pricing is competitive with other like products
- Flexible in business model in order to arrive at most competitive price (direct sale, consignment, fee-based)
- Provides shipping options that are suitable to our usage needs (pickup allowance, LTL, truckload, extended payment terms)
- Product lead time of 10 days or less
- Vendor's fill rate is at least 97%
- Provides order confirmations within 48 hours (receipt of purchase order, pricing variances)
- Product arrives within 5 business days of ETA provided
- Notification of backorders and their accurate ETA
- In the event of backorder, provides other options at same price or less
- All products meet their label storage temperature range when received
- All products received in good resalable condition, free of pest, dust, and damage
- Product arrives with an accurate packing slip
- Compliance with all barcoding requirements listed in this Guide
- Lot numbers and expiration dates are clearly identifiable on external packaging
- Invoice terms Net 30 days or greater
- Vendor is in compliance with insurance requirements and limits
- Vendor is in compliance with Sales, Use, and Withholding requirements (including W-9 forms)
- Invoicing receipts in compliance with 3-way match
- Refrains from negotiating separately with owner company representatives for Ag ProVision-managed products
- Includes Ag ProVision or its representatives in decisions related to new product development, product modifications, or discontinuation of products
- Has a dedicated team leader with the proper authority to make decisions for the Ag ProVision account
- Communicates clearly, responds promptly, and is properly prepared for all interactions

VISION PARTNER PROGRAM



A Vision Partner recognizes the importance we place in the Mission Statement given to us by our owners. They understand our philosophy and make the decision to work with us creatively as partners, finding innovative ways to reduce the cost of doing business, and following through with that for the long-term.

Vision Partners are creative, competitive, flexible, honest, insightful, open-minded, and patient. Depending upon the type of company and product, each has found a unique way to accomplish this. A few examples are:

- Sharing the savings afforded by eliminating unnecessary marketing costs towards our group
- Sharing information on what it costs to do a certain task and letting us decide who can do it the least expensive way
- Working with us to reduce our number of SKUs and still offer competitive pricing on selected items to our owners
- Being a partner when it is not the easiest thing or the most popular thing to do

INSURANCE AND RISK MANAGEMENT REQUIREMENTS

All Vendors supplying Goods and/or Services to Ag ProVision are required to carry Commercial General Liability and/or Product Liability coverage and supply proof of coverage as a condition of conducting business with Ag ProVision. Such policy limits should be sufficient to support the scope and nature of business. Ag ProVision's minimum requirements for product and services Vendors are as follows:

- General Aggregate Limit of \$2,000,000
- Products – Completed Operations Aggregate Limit of \$2,000,000
- Personal and Advertising Injury Limit of \$1,000,000
- Each Occurrence Limit of \$1,000,000

Ag ProVision requires to be named as an "Additional Insured" on the Certificate of Insurance (COI) and the appropriate endorsements attached to the certificate. All Certificates of Insurance can be either forwarded by USPS to Jerri Houston, c/o Ag ProVision, LLC, 277 Faison McGowan Road, Kenansville, NC 28349, electronically by email to jhouston@agprovision.com or fax to (910) 296-1159. It is the sole responsibility of the Vendor to supply Ag ProVision with "Current" Certificates of Insurance upon annual renewals, Carrier changes, Breaches of Coverage, etc. If at any time, Ag ProVision must engage compliance activities to secure the proper COI, the Vendor will be assessed the appropriate fee for facilitating compliance.

WARRANTY, INDEMNITY AND GOVERNMENTAL REGULATORY COMPLIANCE

The Vendor represents and warrants that all merchandise purchased by Ag ProVision is of merchantable quality and fit for the purpose for which it is intended. Such warranty by the Vendor is in addition to all other warranties made in writing or verbally in connection with the merchandise, whether expressed or implied, including any warranties provided by any applicable statute or regulation.

By shipping the products ordered and/or performing services requested, the Vendor certifies and warrants that it has complied with all applicable laws, regulations, and certification and testing requirements with regard to the manufacture, distribution, and sale of the products shipped and/or services performed.

By shipping the products ordered and/or performing services requested, the Vendor further certifies and warrants that the sale of such products, services, packaging, labels and/or logos do not violate any patent, trademark, and/or copyright laws. The Vendor agrees to indemnify, defend and hold Ag ProVision and /or its affiliates and their directors, officers, employees and other agents harmless from and against any and all damages, claims and/or fines of any nature (including, without limitation, reasonable attorney fees) relating to a breach of any provisions of this Vendor Guide, any Agreement of Sale and/or relating to or arising by virtue of bodily injury, death or property damage, arising from purchase, or use of products or services purchased from the Vendor. Without limiting the foregoing provisions of this Vendor Guide, the foregoing indemnity provisions are effective whether the said damages, claims and/or fines of any nature (including, without limitation, reasonable attorney fees) result from any patent or hidden defects in quality of such products and/or services or dangerous condition thereof, whether based on claim of breach of express or implied warranty or any other legal theory based on contract or tort law, whether brought pursuant to a class action statute or not, or whether resulting from

any other regulatory or legal basis. If the provisions of this Agreement shall conflict with the provisions of any other documents creating binding legal obligations between the purchaser and the Vendor, it intended that the provisions providing the most favorable benefit to the Purchaser shall be controlling.

STATEMENT ON COMPLIANCE WITH CALIFORNIA PROPOSITION 65 (Safe Drinking Water & Toxic Enforcement Act of 1986)

Products sold to Ag ProVision, LLC could potentially be provided for use in the state of California.

California Proposition 65 requires California to maintain a list of chemicals known to the state to cause cancer or reproductive toxicity. This proposition requires businesses to provide “clear and reasonable” warnings before exposing anyone in the state of California to one or more of the listed chemicals unless the exposure is “low enough to pose no significant risk of cancer or is significantly below levels observed to cause reproductive harm”. Warnings can be provided by labeling the product, posting signs at a workplace, or publishing in a newspaper. Penalties for failing to provide warnings can be as high as \$2,500 per violation per day. More information about the requirements Proposition 65 places on companies doing business in California and how to determine if a warning is required can be found at: <https://oehha.ca.gov/proposition-65/businesses-and-proposition-65>.

Suppliers must inform Ag ProVision of products requiring Proposition 65 warnings and whether labeling is currently compliant. Purchasing and distribution decisions can then be made which ensure that any shipments made into the state of California by Ag ProVision are compliant with the requirements of Proposition 65.

AG PROVISION LLC

If at any time, a Vendor wishes to contact Ag ProVision about this Vendor Compliance Guide, please feel free to contact Kathy Houston, Director of Customer Support and Purchasing, at kathy@agprovision.com.



Ag ProVision, LLC

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Kenansville, North Carolina 28349
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