

The **BEST** Plan

BELK EXPEDITED STOCK TURN



Fine Jewelry
DOMESTIC VENDOR

Departments 543, 544, 545, 546
**TRADING PARTNERSHIP
GUIDELINES**

Revised December 2, 2009

TABLE OF CONTENTS

INTRODUCTION	Page 3
THE BELK VISION	Page 3
The Belk Mission Statement	Page 3
Our Commitment	Page 3
Your Role	Page 4
Acceptable Business Practices	Page 4
CONDITIONS OF BELK PURCHASE ORDER	Page 4
MERCHANDISE TECHNOLOGY	Page 6
Universal Product Codes (UPC)	Page 6
Electronic Data Interchange (EDI)	Page 6
EDI Contacts	Page 8
TRANSPORTATION	Page 8
Transportation Contacts	Page 9
Routing Instructions	Page 10
Purchase Order Verification and Refusal	Page 10
Transportation Compliance	Page 11
Vendor Correspondence	Page 11
DISTRIBUTION	Page 12
UCC/EAN - 128 Serial Shipping Container Label	Page 12
Packing Instructions	Page 13
Ticketing	Page 14
Return To Vendor	Page 14
ACCOUNTS PAYABLE	Page 15
Vendor Services	Page 17
Vendor Information	Page 17
EXPENSE OFFSET	Page 18
Expense Offset Chargebacks	Pgs 18-20
Expense Offset Inquiries	Page 20
MISCELLANEOUS	Page 21
Belk Executive Contacts	Page 21
 Store Shipping and Receiving Locations – for Belk Fine Jewelry	 Pgs 22-24

INTRODUCTION

How To Use This Manual

This manual is provided as an overview of the basic requirements related to merchandise technology, distribution, transportation, accounts payable, and to address specific information and reference material. Each section will explain the Belk organization's basic requirements accordingly. The sections also address the various business functions, elements, and components for the Belk Floor Ready Merchandise and our Vendor Compliance programs.

The following pages identify the expectations and requirements Belk, Inc. has for our Trading Partners and Suppliers, as well as the cycle time definitions and improvement objectives.

We encourage you to make several copies of this document and distribute them to the appropriate individuals within your organization. Please visit our Web site WWW.BELK.COM for updates to this manual. Updates will be listed at the bottom of the Table of Contents page and highlighted in red and shaded in the body of the manual.

If you have specific questions on any section, please contact the individual or specific area of responsibility listed within that section.

Special Notes

International vendors should continue to work with the Belk buyer to understand requirements regarding the shipment of international goods.

THE BELK VISION

The Belk Mission Statement

To be the customer-focused department store that delivers superior quality, fashion, value, and service.

Our Commitment

Technology and the use of information are the enablers of the future. The Belk organization, through this BEST Plan, is committed to the use of information, technology, responsiveness, and superior merchandising to continue Belk's tradition of superior customer service.

Changes in technology have supported and enabled new processes and ways of doing business with our Trading Partners and Suppliers. We are in a more favorable position today than several years ago with regards to total cycle time. Floor-Ready Merchandise (FRM) and Vendor Compliance initiatives have accounted for the reduction in "days of inventory" in our pipeline. Reducing the overall cycle time (from vendor door to selling floor) has dramatically improved service levels (in stock positions) in our stores. Having the right merchandise in the right place at the right time is a fundamental key to our vision of the future.

We believe and recognize that there is power and value in partnerships. With partnerships come commitment, unity, and action. This manual is designed to provide specific guidelines, direction, and support of our vision for our partners. Our continued partnership with your company is vital to the success of these initiatives.

Your Role

In this manual, you will find the details and requirements for vendor technology standards. We expect our vendor partners to:

- ◆ Provide an accurate electronic UPC catalog via Inovis (formerly QRS), our preferred third party catalog provider.
- ◆ Mark 100% of your merchandise with Universal Product Codes (UPC) tickets or European Article Number (EAN).
- ◆ Provide an accurate and complete Advance Shipment Notification (ASN) at the detail level to coincide with the shipment of the merchandise.
- ◆ Use UCC-128 shipping container labels.

- ◆ Follow and adhere to the assigned Transportation Routing instructions for shipping merchandise.
- ◆ Do not ship/invoice without a valid purchase order (PO), either via EDI or a computer printed purchase order form. (Phone orders, worksheets, verbal commitments, etc., are not valid.) For a copy of the Belk EDI mapping guideline, call our Belk Stores Services EDI Specialist at (704) 426-6916 or (704) 426-6559.

Acceptable Business Practices at Belk

Belk values our relationship with our vendors and business partners, and we would like to be clear on practices that could violate our code of ethics and seriously damage that business relationship.

Belk Gift Policy

Belk associates may not accept anything of value, directly or indirectly, from anyone currently doing business with or seeking to do business with Belk, other than non-cash gifts of nominal value generally used for promotional purposes. For purposes of this gifts policy "nominal value" means not more than \$50 in value at cost. Gifts received of greater than nominal value will be returned immediately to the donor or donated to a charity.

Belk associates may not accept gifts of cash or cash equivalent such as gift cards for any reason.

Belk associates may not order merchandise directly from a vendor.

Loans

Belk associates may not accept loans from any persons or entities having or seeking business with Belk except from recognized financial institutions at their normal prevailing interest rates for individual borrowers at the time of borrowing.

Bribes and Kickbacks

Any offers or exchange of; direct or indirect payments, or kickbacks in exchange for Belk business is a violation of our policy and prohibited. The violation of this policy may also be a criminal act and result in criminal prosecution.

Fair Competition

Belk bases its business success on excellent customer service, value for the customer, quality, good faith and fair dealing. It is never Belk's intent to receive an advantage over our competitors in any unethical manner or in ways that would violate international, federal, state or local laws.

Reporting Fraud or Unethical Business Practices

Please report any suspected fraud or unethical business practices, including questionable accounting or improper use of confidential information or property to the Belk Excel Line (1-800-622-3986). The Excel line is monitored by an independent third party service operating 24 hour, 7 days a week. These concerns may be reported anonymously, will be treated confidentially and will be reviewed by Belk Management.

These policies help ensure relationships of integrity, honesty and fairness with all of our vendors and business partners.

CONDITIONS OF BELK PURCHASE ORDER

1. Vendor agrees that it will not ship merchandise under this Purchase Order earlier than the "Ship" date nor later than the "Cancel" date hereof. Purchaser reserves the right to refuse (including at the carriers' facilities) or return any merchandise that is shipped prior to the "Ship" date or after the "Cancel" date or that is substituted, overshipped, or not ordered hereby. Purchaser assumes no risk or expense on any merchandise refused or returned for nonconformance with the terms and conditions of this Purchase Order. All refusals or merchandise returns for nonconformance will be subject to a deduction on remittances of all applicable freight charges plus an expense offset charge of \$25 + 10 % of the merchandise cost per store per violation. If Purchaser elects to keep shipments shipped prior to the "Ship" date, terms will be computed from the "Ship" date shown hereon. If Purchaser elects to keep shipments shipped after the "Cancel" date, terms will be computed from the actual date of the shipment, Purchase Order "Ship" date or date of invoice, whichever is later; and the foregoing expense offset charge of \$25 + 10% of the merchandise cost per store per violation may be imposed.

2. Purchaser must be notified in writing within 5 days of Purchase Order issuance if this Purchase Order is not accepted, including all terms and conditions as stated therein.
3. Purchaser reserves the right to countermand and cancel this Purchase Order without penalty in case of fire, flood, earthquake or any other casualty affecting the premises of Purchaser.
4. It is understood that Purchaser shall have a reasonable time and opportunity to examine the merchandise included in this Purchase Order when received in its store, whether or not its agents have previously examined said merchandise, and, if it shall then be ascertained that said merchandise or any part thereof is not in conformity with this Purchase Order or is not as represented or warranted by Vendor, is inferior in workmanship or quality, or is delivered in a damaged condition (other than damaged in transit), Purchaser shall have the right to rescind this contract and return all or any part of the merchandise to Vendor at Vendor's expense, plus an expense offset charge of \$25 + 10% of the merchandise cost per store per violation, if said conditions are determined during the receiving process. If said conditions are discovered at any time after the receiving process has been completed, the merchandise may be returned at Vendor's expense. The right to rescind given hereunder shall not be construed as a limitation on the right to rescind or other rights given by common law or statute. As used herein, the term "Vendor's expense" shall mean inbound and outbound freight costs plus the cost of any transit insurance associated therewith.
5. By acceptance of this Purchase Order, Vendor agrees to:
 - A. Deliver all merchandise in accordance with this Purchase Order at the prices stated herein or at such lower prices and at any better terms and discounts as may be prevailing at the time of shipment.
 - B. Guarantee that all merchandise ordered hereunder has been or will be advertised, priced, stamped, labeled, tagged, marked, invoiced, and delivered in full compliance with all applicable federal, state, and local government laws, rules, and regulations.
 - C. Guarantee that all merchandise ordered hereunder has been or will be manufactured, compounded, or produced in full compliance with all applicable federal, state, and local government labor laws, rules, and regulations, specifically including, without limitation, all applicable minimum wage, overtime, and child labor laws, rules, and regulations.
 - D. Warrant to Purchaser and its customers that such merchandise is free from defects of workmanship and material and is fit for normal use by the consumer.
 - E. Defend, indemnify and hold Purchaser harmless from and against all claims, damages, and expense (including reasonable attorneys' s) on account of :
 - (1) Any actual or alleged defect in the merchandise ordered hereunder;
 - (2) Any actual or alleged patent, copyright, trade secret, or trademark or other intellectual property infringement arising from Purchaser's use, sale, or offering for sale of any merchandise ordered hereunder; and
 - (3) Purchaser's and Purchaser's customers' reliance upon the warranties set out in B, C, and D above.
6. Purchaser reserves the right to take immediate credit for all goods that are to be returned to Vendor because they do not meet the requirements of this Purchase Order.
7. Purchaser reserves the right to dispose of Vendor's goods at Purchaser's option, in such manner as Purchaser deems appropriate, if any return authorization is not received by Purchaser from Vendor within 30 days of original request.
8. No assignment or other transfer of this Purchase Order, by Vendor, to any third party, will operate to create any liability by Purchaser hereunder to any such third party without the prior written consent of Purchaser to such assignment or transfer; provided, however, that nothing hereinabove contained shall be deemed to prohibit the Vendor's subcontracting, to one or more third parties, the production of part or all of the merchandise ordered hereunder.
9. If any provision of this Purchase Order, specifically including any provision contained in the following Billing and Shipping Instructions, shall be construed or held to be invalid or unenforceable by any court of governmental body or agency having jurisdiction thereof, then this Purchase Order will be interpreted as though such provision had been omitted, and the validity and enforceability of the remaining provisions hereof will be valid, enforceable, and unaffected thereby.
10. This agreement shall be controlled, construed, and enforced in accordance with the laws of the State of North Carolina. Purchaser and Vendor hereby consent to the jurisdiction of the federal and state courts in Mecklenburg County, North Carolina, in connection with any dispute between the parties hereto and each waives any objection based on improper or inconvenient venue.

MERCHANDISE TECHNOLOGY

Our Commitment

We have made a commitment to the industry-wide technologies that utilize Universal Product Code (UPC) and Electronic Data Interchange (EDI). The *BEST Plan* capitalizes on the use of merchandise information. We believe that through the use of technology, we can both realize significant sales and stock turn increases, cost reductions, and mutual profitability.

Universal Product Codes (UPC)

Vendor UPC marking forms the foundation of our technology program. By utilizing vendor UPC's and associated data for internal and external communication "we can speak the same language". All Belk UPC requests are within the accepted industry guidelines. Please be sure to:

- ◆ Assign UPC numbers at the stock keeping unit (SKU) level using National Retail Federation (NRF) **standard color and size codes**.
- ◆ **Mark 100%** of your merchandise with vendor UPC. (Belk systems are equipped to utilize the International/European Article Numbers (EAN) as well as UPC. Do not ticket with both UPC and EAN).
- ◆ Affix your UPC tickets so as to ensure that the merchandise will not be damaged.
- ◆ **Subscribe** to and **provide** your UPC catalog electronically via Inovis (formerly QRS) in advance of offering the product to us.
- ◆ **Never re-use UPC's** or Product ID's (PID's) until after 48 months from date of last shipment.
- ◆ Size ranges **can not** be changed once your UPC's have been communicated to us. For example, "size 5" **can not** be changed to "small".
- ◆ UPC codes must be assigned for and tickets applied to all GWP's (gift with purchase) and PWP's (purchase with purchase). These codes must be included in your UPC catalog and on all EDI documents.
- ◆ You should maintain a quality control program to ensure that your UPC tickets are scannable.

UPC catalog data must be provided through Inovis (formerly QRS) (877-4-INOVIS), our preferred third party catalog provider. Your catalog must include UPC, PID and PID description, NRF color and color description, NRF size and size description, manufacturer's suggested retail price, and discontinue dates.

For information on Inovis (formerly QRS) UPC Catalog or the NRF color and size standards, please contact:

Inovis, Inc.
1400 Marina Way South
Richmond, CA 94804
(877) 4-INOVIS

National Retail Federation
701 Pennsylvania Ave. N.W. Ste 710
Washington, DC. 20004
(202) 783-7971

Electronic Data Interchange (EDI)

If Belk has not received accurate ASN's prior to the time that the respective shipment is physically received at our Ridgeland Processing Center, an expense-offset charge of \$10 per carton will be assessed to the vendor.

EDI is our standard method for communicating many of our business documents. By trading EDI documents with our vendors, we both have an opportunity to significantly eliminate redundant data entry. All Belk EDI requests are within the accepted VICS guidelines.

ALL EDI DOCUMENTS (EXCEPT INVOICES) ARE REQUIRED AT THE UPC LEVEL. THEREFORE, YOU MUST BE 100% UPC MARKED AND PROVIDE US YOUR UPC CATALOG ELECTRONICALLY VIA INOVIS (FORMERLY QRS) BEFORE WE CAN TRADE WITH YOU.

- | | |
|---|-----------|
| ◆ Belk can receive the following EDI documents: | Version: |
| ▪ 212 Motor Carrier Delivery Trailer Manifest | 4030 VICS |
| ▪ 214 Carrier Shipment Status Document | 4030 VICS |
| ▪ 810 Invoice | 4030 VICS |
| ▪ 832 UPC Catalog from INOVIS | 4030 VICS |
| ▪ 855 Reverse Purchase Order | 4030 VICS |
| ▪ 856 Advance Shipment Notification/Manifest | 4030 VICS |
| ▪ 997 Functional Acknowledgment | 4030 VICS |

- ◆ Belk can send the following EDI documents:
 - 850 Outbound Purchase Order 4030 VICS
 - 852 Sales/Inventory Data 4030 VICS
- ◆ These EDI Transaction sets are slated for implementation in the future.
 - 110 Air Freight Invoice
 - 180 Request for Return Authorization
 - 210 Freight Invoice
 - 816 Organizational Relationships
 - 853 Routing and Carrier Instructions
 - 860 Purchase Order Change
 - 870 PO Acknowledgment
 - Belk requires that a vendor send the 204/211 Motor Carrier Shipment Information to all freight carriers via version 4030 VICS.

Electronic Commerce Terms and Conditions:

The following are the terms and conditions which have been established for merchandise suppliers ("Vendor") who trade with Belk Merchandising, LLC ("BMLLC"), as agent for Belk, Inc. By entering into a transaction with Belk Stores Services, Inc ("BSS") effectuated through Electronic Data Interchange ("EDI"), Vendor agrees to the following terms and conditions:

1. BMLLC and Vendor agree to conduct merchandise transactions using the Voluntary Interindustry Commerce Standards EDI protocol.
2. Each party agrees that it will be responsible for its own costs associated with any EDI transmission and for any storage fees charged by a third party service provider which are caused by such party; provided, however, that Vendor will be responsible for all extra costs associated with interconnecting EDI transmissions to and from the IBM Global Services network.
3. Each party will be responsible for its own costs in developing its EDI software and for testing the efficiency thereof.
4. If BMLLC provides sales and/or inventory data to Vendor, BMLLC will use due diligence to ensure the accuracy thereof; however, BMLLC makes no warranty as to such data being free of errors or omissions.
5. BMLLC may assign its rights or obligations under this Contract to any affiliated entity.
6. Belk, Inc and Belk Stores Services, Inc ("BSS") and its various affiliated entities have developed certain confidential and proprietary information ("Belk Confidential Information"), including but not limited to, trademarks, patentable inventions, financial statements, financing documents, business plans, trade secrets, new products, copyrights, and computer software, documentation and specifications. Vendor agrees not to disseminate Belk Confidential Information to anyone except those of its employees and consultants who are directly involved in this EDI relationship. Vendor agrees to cause any employee or consultant to whom Belk Confidential Information is transmitted to be bound to the same obligations of secrecy and confidentiality that Vendor is bound.
7. If any EDI transactions deal with merchandise which bears or utilizes BSS' private labels, trademarks, service marks, trade names, distinctive words, slogans, copyrighted or copyrightable materials, logos, pictures, or designs ("Private Label Merchandise") the following provisions of this paragraph will be applicable thereto:

Disposition of Belk Private Label Merchandise is prohibited without the prior written approval of the Belk EVP/Private Brands. Failure to comply herewith can subject Vendor to liability for trademark infringement and for all losses and damages suffered by BSS and its affiliated entities as a result of such prohibited disposition.
8. Attached hereto and incorporated by this reference herein for all purchase orders are the Belk Billing and Shipping Instructions and Purchase Order Conditions. Vendor's shipment of merchandise to Belk will constitute Vendor's acceptance of, and agreement to be bound by, such Instructions and Conditions.

Note: Industry Standards

Your EDI documents must be created following the appropriate VICS EDI guidelines and the Belk mapping guide. If you do not have EDI capabilities, please contact the Uniform Code Council at (800) 543-8137 for information on how to get started. For a copy of the Belk EDI mapping guideline, please contact one of our EDI Specialists at (704) 426-6916 lf (704) 426-6559.

EDI Contacts

<i>Contacts</i>	<i>Phone Number: (704) 426-</i>
QR Specialist - UPC	6559
QR Administrator - UPC	6573
QR Specialist - EDI	6916, 6559

TRANSPORTATION

All freight on a Belk Purchase Order must be shipped in accordance with the Purchase Order instructions, the assigned Belk Routing, and Store Receiving Locations documents. If you have questions or comments, please contact the Belk Transportation Office at (803) 754-6338.

Our Commitment

We believe that working with our vendors to meet our transportation requirements will be beneficial for your company as well as ours. Our goal is to move your merchandise to our stores in the most timely, efficient, and cost effective manner.

Your Role

For your convenience, we have included on our website Transportation routing instructions.

You can visit our web site at www.belk.com and click the “About Us” link at the bottom of the page, then click the “Vendor Info” link on the left side to see our latest revised:

- ◆ Belk Fine Jewelry BEST Plan (always use latest edition...)

*NOTES: Any shipments shipped prior to the purchase order(s) start ship date or after the purchase order(s) cancellation date will subject the vendor/shipper to chargebacks and/or merchandise returns. Regardless of the reason (inclement weather, human error, Act of God, etc.), **you may not ship past the cancel date**. You must contact the Belk buyer in order to have the cancellation date changed. Approval of the change must be provided back to you in writing as confirmation of the change(s).*

IMPORTATION NOTICE: Any action by vendor/shipper that results in shipment of any Belk Fine Jewelry Orders to the wrong location at Belk will continue to hold the vendor to full responsibility for loss, damage, pilferage, delay and reshipping expenses of any kind – until the shipment arrives in good condition at the proper Fine Jewelry Receiving Location (RPC #745)

The Belk Routing and the following Transportation instructions in this document are solely for merchandise vendors with whom Belk has placed a valid purchase order for goods to be sold at one or more of our stores. If you are shipping any other freight to Belk (not limited to, but including display items, advertising material, leased department goods, and equipment and supplies) you must make shipping arrangements with the individual placing the order.

In addition to following our Routing instructions, please also adhere to the following general guidelines:

- ◆ Vendors must utilize the on-line Belk POV and Web-Tendering application. See details below under “Routing Instructions.” Please make a pickup appointment with the proper freight carrier at least 2 business days in advance of the date you wish to ship. If you have any questions, please call (803) 754-6338 during normal business hours.
- ◆ If you have problems arranging a carrier pickup, call the Belk Transportation Services Department (803) 754-6338 for assistance.
- ◆ If any portion of the freight charges are to be paid by Belk, the shipment must be sent freight collect via carriers designated by Belk. Do not prepay freight and add charges to the merchandise invoice (or freight will be charged back with expense offset)
- ◆ Any freight invoice which has not received prior approval will be subject to an expense offset.

- ◆ Do not ship merchandise worth more than \$50,000 at cost to Belk in any single package. Do not ship merchandise to Belk exceeding \$100,000 at cost in a given day.
- ◆ For each package shipped to Belk, declare value to the carrier of actual invoiced cost up to \$5,000.00 (any packages containing merchandise exceeding \$5,000.00 at cost to Belk should be declared only for the \$5,000.00 level)
- ◆ If any single package would ever exceed \$50,000 of merchandise (at cost to Belk), or if the daily maximum value of \$100,000 at cost is ever exceeded the vendor must maintain full and total insurance responsibility until accepted by Belk – unless reported no less than 2 business days in advance of shipment to and until routed specifically by the Routing Supervisor or higher management at Belk Transportation (803) 754-6338.

Transportation Contacts

<i>For information concerning</i>	<i>Contacts</i>	<i>Phone Number:</i>
Routing Requests	- Transportation Coordinator	(803) 754-6338
Special Routing Requests	- Routing Supervisor	(803) 754-6338
Loss and Damage Claims	- Routing Supervisor	(803) 754-6338

Routing Instructions

Belk is pleased to announce the introduction of Purchase Order Validation (POV) and Web-Tendering (On-Line Transportation Routing) for vendor merchandise shipments to Belk distribution facilities. By providing this web-based solution, Belk hopes to streamline the routing process for its vendors by reducing paperwork, eliminating faxes, and improving response time. Vendors may also see a reduction in offset charges because POV will warn vendors that a shipment request falls outside of the PO’s shipping window.

To get started, send an email to Belk’s Transportation Dept, transportation_services@belk.com, and ask for the “Start Up” package for Fine Jewelry. This package will contain the URL address where you need to create your profile, validate purchase orders, receive routing instructions and manage your shipments. Once this is completed, you will receive a separate email (within 1 business day) letting you know your account has been approved and you can start the POV process.

When web-tendering, the 'Expected Ship Date' entered must be at least 2 business days in the future from the current date to allow for routing. All requests submitted after 2:00 p.m. Eastern Time will be considered received the next business day.

Note: Belk is not asking our vendors to “hold” the shipment for 2 business days prior to actual shipping – rather, Belk is requesting our vendors to anticipate the date shipment will be ready and record the anticipated shipment 2 business days in advance into our POV-WebRouting System.

For Example:

Day shipment will be ready to ship by Vendor:	Monday	Tuesday	Wednesday	Thursday	Friday
Prior day that shipment should be entered into Belk POV System: (before 2:00 PM Eastern Time)	Thursday	Friday	Monday	Tuesday	Wednesday

Prepaid Shipments: Prepaid shipments can also be entered into the Belk POV-WebRouting System for Purchase Order Validation, (only)

Shipment Changes: Under no circumstances can a vendor change or cancel a shipment on their own. An e-mail needs to be sent to: transportation_services@belk.com. Please do not submit a new routing request to make changes to an existing shipment. This creates multiple shipments and will result in vendor charges.

Adding Purchase Orders To Existing Shipment(s): Send an e-mail to transportation_services@belk.com and list the purchase orders that need to be added to this shipment. Please include the total number of cartons and weight that will need to be added. Please note that the maximum number of purchase orders that Transportation will add is three (3). If this amount is exceeded, then you will have to validate and enter through the web-tendering system.

E-mail Correspondence: All e-mail correspondence concerning the routing of your shipments to Belk should be sent to Transportation's e-mail address: transportation_services@belk.com. Please do not send e-mails to the individual members of the department.

From this point forward, you should discard all prior copies of Belk Routing Guides and only use the on-line POV/Web-Tendering application.

NOTE: If you are shipping advertising materials, signage, or any non-merchandise order, follow the instructions on the Purchase Order and contact the Belk buyer who placed the order if you have questions or require clarification.

- ◆ Routing instructions provided by Belk Transportation supersede any default settings found in our Purchase Order. Any routing instructions, including verbal, obtained from the buyer (with prior approval from the Transportation Department) which are contrary to those contained in the Belk Routing must be reflected on all bills of lading, packing lists, invoices, and the purchase order. Any special routing instructions issued by the buyer should be followed, with the understanding that the buyer can protect the vendor from chargebacks for deviating from the assigned Routing.
- ◆ All shipments which are shipped against a Purchase Order with the FOB terms of "Shipper" (Origin) must be shipped freight collect. All shipments which are shipped against a Purchase Order with the FOB terms of "Destination" must be shipped freight prepaid. For any shipment shipped by a vendor prepaid, except if designated to do so in the assigned Routing, the FOB terms will be considered "Destination" regardless of the FOB terms in the applicable Belk Purchase Order. FOB Destination terms will require the vendor to be responsible for all in transit losses and damages, as well as all transportation charges.
- ◆ If Belk is to pay any portion of the freight charges, you must ship collect by the carrier provided in the Belk Routing. Any approved prepaid shipments must have the total cartons, weight, and carrier on a separate invoice for freight alone in order to substantiate the invoiced freight charges. Any invoice for freight charges should be addressed to the buyer.
- ◆ **Fine Jewelry merchandise must be shipped to Ridgeland Processing Center (RPC)**. If you have questions about shipping locations or shipping practices, please contact the Belk Transportation Services Department at (803) 754-6338. Shipments sent directly to a Belk store are not permitted unless otherwise specified by Transportation Services and the Belk buyer on the Belk Purchase Order. Shipments to the wrong Distribution Center will be subject to a \$250 per occurrence plus \$5 per carton expense offset.

**#745 Ridgeland Processing Center
405 Towne Center Blvd
Ridgeland, MS 39157**

- ◆ Irrespective of the FOB and freight payment terms specified in the Belk Purchase Order, Belk will not be responsible for merchandise lost in transit if the instructions contained in the Belk Routing are not followed .
- ◆ Any and all accessorial fees related (but not limited) to excessive loading time, driver detention, missed or delayed appointments, driver loading and/or counting, etc. invoiced to Belk will be considered the Vendor's responsibility and will be charged back to the vendor with a minimum handling of \$50.00 per shipment.
- ◆ To allow for timely routing, all routing requests must be submitted no less than two business days prior to the shipment available date. All requests submitted after 2:00 p.m. Eastern Time will be considered received the next business day.
- ◆ Belk Transportation needs more than a one-day window to coordinate vendor freight pickup. Vendors who do not make the freight available for pickup prior to the earliest PO cancel date will be subject to an expense offset chargeback per DC.
- ◆ Once a shipment has been authorized, any changes made to the shipment prior to its pickup must be pre-approved by Belk Transportation. Vendors who make unauthorized shipment changes will be subject to an expense offset.

Purchase Order Verification and Refusal

- ◆ Belk reserves the right, at no risk or expense to Belk, to refuse or return any shipment or to have any designated carrier refuse or return a shipment that is not valid or authorized and/or does not conform to the "Ship" date or "Cancel" date contained in the Purchase Order to which the shipment relates. Any shipment relating to a Purchase Order that has been canceled or not approved will also be subject to refusal.
- ◆ Although the Belk POV system provides purchase order verification, it is the sole responsibility of the vendor/shipper to correctly submit the "DATE SHIPMENT WILL BE AVAILABLE" and accurate PO numbers in the POV system.

- ◆ Title to merchandise will not pass to Belk until merchandise has been inspected and accepted as being in conformance with the terms of the Purchase Order. Belk reserves the right, at no risk or cost to Belk, to refuse or return without prior authorization all non-conforming merchandise (e.g., style substitutions, over shipments, etc.).
- ◆ Carrier notification of pick up must be made a minimum of two business days prior to the date you wish to ship. You must give carriers adequate notice to schedule the pickup of your goods. Failure to provide two business days' notice may result in an expense offset.
- ◆ If a carrier selected by the vendor is used to deliver a shipment from the vendor's shipping location to the carrier specified in the Belk Routing, the date of delivery to the Belk specified carrier will be used to determine the date of conformance to the "Ship" and "Cancel" dates of the Purchase Order.

Transportation Compliance

- ◆ Freight charges placed on a merchandise invoice will be charged back in total, along with expense offsets.
- ◆ Freight charges on back orders not specifically approved in the Belk Purchase Order will be charged back plus an expense offset of \$75 per store/po receipt.
- ◆ All transportation charges resulting from split shipments and all transportation charges incurred after the initial shipment on back orders may be charged to the vendor, unless otherwise agreed to by the Purchaser (with subsequent authorization from the Transportation Services Department).
- ◆ In order to maintain competitive freight costs, Belk requires all vendors to originate shipments to Belk from their distribution point nearest to the Belk Distribution Center to which they are shipping. Belk reserves the right to charge 50% of the inbound freight charges to vendors shipping to the Belk DC from points west of the Mississippi River or outside of the 48 contiguous states. If you ship Belk freight from west of the Mississippi River or outside of the 48 contiguous states and you have any questions about how this policy may affect you, please call our Transportation Services Department (803) 754-6338, M-F, 8am to 5pm EST.
- ◆ Vendors who do not make the freight available for pickup (based upon the POV data submitted by the vendor) prior to the earliest PO cancel date will be subject to an expense offset per occurrence per DC.
- ◆ Data integrity is considered crucial to Belk's operations and reporting. Belk requires the 'Date Shipped' in the DTM(02) segment to be the actual carrier pickup date, and to be within the individual purchase order's ship date/cancel date window. An incorrect ship date on a vendor ASN (EDI-856) is an error which will be subject to an expense offset of \$10 per carton.

Vendor Correspondence

All Transportation Chargeback inquiries should be made in writing, either by mail, fax or e-mail, and include the following information:

1. Debit Memo number assigned to the chargeback. (Transportation Debit Memo numbers begin with a 1 or 2.)
2. Detailed explanation of your issue.
3. Point of contact to include: name, fax number, e-mail address, phone number, and address.

Vendor disputes must be made within ninety (90) days of claim notification due to the limitation of retention of some carrier's information. State your dispute explanation and forward to:

Belk Distribution Center
 Attn: Vendor Freight Offset
 120 Belk Court
 Blythewood, SC 29016
 Fax: 803-714-6170
 E-mail: vendorfreightoffset@belk.com

Inquiries older than six (6) months may incur an expense offset of \$30 per aged item/claim. A letter will be sent informing you of that policy and asking if you still want the claim(s) researched.

DISTRIBUTION

Our Commitment

It is our intention to take full advantage of all available technologies and processing efficiencies in an effort to improve the distribution process. We believe that the ultimate way to satisfy our customer is by the immediate movement of merchandise through the receiving location to the selling floor.

Your Role

The complete "cross docking" of your merchandise requires that we receive *floor ready* merchandise, including UPC ticketing with correct retail. In addition, we must receive an EDI shipment notification in advance of the actual receipt, including the UCC-128 Shipping Container data.

UCC/EAN - 128 Serial Shipping Container Label

- ◆ Each purchase order shipped to Belk must be packaged separately – you cannot ship multiple purchase orders in the same carton.
- ◆ Within the master carton for a specific purchase order, merchandise for each store from the Belk purchase order must be packaged separately. These purchase order/store shipments may be placed in poly bags. Each carton or bag containing merchandise for the same purchase order and store must be shipped with a unique UCC-128 Shipping Container label.
- ◆ Please ship multiple store bags for one purchase order in one masterpack carton. Each inner package must include a UCC-128 shipping label. Do NOT affix a UCC-128 label outside of the masterpack carton. Create a carton label with the required information (ship to, ship from) exclude the UCC-128 barcode and place on the outside of the masterpack.
- ◆ All cartons shipped to #745 Processing Center with multiple store bags packed within should be clearly notated “Master Carton” on the outside next to the PO number.
- ◆ You should maintain a quality control program to ensure that your UCC-128 tickets are scan able.
- ◆ Your UCC-128 data should be included in your shipment notification transmission. For more information on Belk UCC-128 requirements email Vendor_Compliance@Belk.com.
- ◆ Prior to your ability to provide standard UCC-128 shipping container labels, you must provide the following information on all cartons:
 - Purchase Order Number
 - Department Number
 - Store Number

Carton Labeling

- ◆ Labels must be a minimum of six (6) inches high and four (4) inches wide.
- ◆ Department number and purchase order numbers must be in bold print and be a minimum of 20 point font.
- ◆ Store number must be in bold print and be a minimum of 30 point font.
- ◆ The company name and address from which the merchandise is being shipped should be on the carton label. Please take care to abbreviate the name of your company so to not identify the contents of the package.
- ◆ Cartons and visible shipping labels must be generic in type – without reference to jewelry (fine or otherwise) watches or other high-value contents.
- ◆ Only store numbers should appear in the “MARK FOR” section of the carton label. Do not place the Distribution Center number or Consolidation Point numbers in this field.
- ◆ The standard VICS carton marking format is required.
- ◆ All cartons/bags must contain the UCC-128 Shipping Container Label. The UCC-128 should be included in your ASN transmission and should contain a human readable 20 digit code. (Refer to the Shipping Label file on our Web site.)
- ◆ SEALING of all cartons shipped to Belk must be “tamper-evident” (if Belk cannot tell at a glance whether or not a carton has been opened in-transit – all missing merchandise will be charged back to vendor...)
- ◆ No value should be declared on the surface of any carton (see discussion on page 9 for instructions on declaration of value to carrier)

Note: Industry Standards

The Uniform Code Council has approved a standardized format for the UCC-128 Shipping Container Label. For more information call the Uniform Code Council at (800) 543-8137.

FROM D.D. 1155 Battery St. San Francisco, CA 94111		TO PROCESSING CENTER 405 TOWNE CENTER BLVD RIDGELAND, MS 39157	
SHIP TO POST (420) 39157 		CARRIER FEDEX	
PO: 123456789 DEPT: 543			
FOR (91) 0452 		MARK FOR: 0452	
SSCC-18 (00) 0 0052177 513895717 2 			

**THIS LABEL IS PROVIDED FOR
INFORMATION PURPOSES ONLY**

NOTE: The information in the "CARRIER" field is not required.
However, if you are able to, please provide this information.

Packing Instructions

Packing Slips/Advance Shipment Notification (ASN)

Effective immediately, we are pleased to announce that Belk will no longer require or utilize packing slips as part of our receiving process for those vendors who utilize Advanced Shipment Notices (ASN's). If Belk has not received accurate ASN's prior to the time that the respective shipment is physically received at our Distribution Center, an expense-offset charge of \$10 per carton will be assessed to the vendor.

If you do not transmit an ASN, you must follow these instructions relating to packing slips:

- ◆ Include the following information on each packing slip:
 - The Belk Purchase Order Number

- The Belk Department Number
 - Belk Store Number and Store Name
 - Vendor Ship Date
 - Number of Cartons per Purchase Order per Store
 - Merchandise must be listed on the packing slip in the same sequence and to the same SKU level (e.g., style, size, color, and quantity) by store as the purchase order.
 - Total Units by Store (unit of measure equals a selling unit)
- ◆ Insert packing slips into carton for each store for each purchase order.

Pre vs. Post-Distribution/Bulk Order Shipments

All merchandise shipped to a Belk receiving location must be distributed and packed by store location (pre-distributed) per the purchase order (EDI or paper) unless so specified and authorized. Under no circumstances should a vendor ship a "bulk" order to Belk. All shipments must arrive pre-distributed and marked by store, unless approved in writing in advance by Belk merchandising.

- ◆ If merchandise is shipped in bulk and requires post-distribution, an expense offset may be assessed.

Ticketing

All merchandise shipped to a Belk store **MUST INCLUDE A UPC TICKET**. The UPC code must be visible and easily accessible for scanning. Do not place UPCs inside packaging. An expense offset will be assessed for any merchandise received which does not have a UPC ticket attached.

Belk will send UPC tickets to the vendor when the Belk purchase order is approved and sent to the vendor. Vendor is expected to attach the UPC ticket to the appropriate style.

- ◆ Belk will send UPC tickets to the vendor when the Belk purchase order is approved and sent to the vendor
- ◆ Vendor is expected to attach the UPC ticket to the appropriate style.
- ◆ **Belk will not accept any vendor charges for the expense or application of tickets**
- ◆ For more information on Belk ticketing issues and practices, contact the Belk ticketing office at (601) 605-3277 x80607.

Return to Vendor

Quality Check

Belk will perform a quality check of the received merchandise against a vendor-provided control piece. Should the merchandise fail to meet the standards of the control piece, Belk reserves the right to return the merchandise and charge an expense offset in accordance with our Vendor Compliance program.

Unordered Merchandise

Unauthorized substitutions (including style, size, and/or color), invalid orders, canceled orders, early shipments, past cancellation date shipments (to be validated against the ASN ship date transmitted by the vendor), over-shipments, and duplicate shipments may be shipped back to the vendor. **Should the decision be made to keep merchandise for any of the situations listed above, an expense offset of \$20 per carton will be assessed.**

Belk may refuse or instruct one of our carriers to refuse to accept these types of shipments at no risk or expense to Belk. An expense offset in accordance with our Vendor Compliance program along with inbound and outbound transportation expenses will be charged.

Defective/Damaged/Unsaleable Returns

Merchandise that is deemed to be sub-standard by our customers or our merchants will be returned to the vendor and inbound and outbound freight charges along with an expense offset will be assessed in accordance with our Vendor Compliance program.

Stock Return

Seasonal and stock adjustment returns will be determined by the Belk merchants and the vendor on an as needed basis.

ACCOUNTS PAYABLE

Our Commitment

The Accounts Payable Center (A/P) is dedicated to accurately paying all merchandise invoices within the established payment terms, as well as providing our Trading Partners and Suppliers superior customer service. Wherever possible, state of the art technology and systems (Voice Response Systems, Electronic Data Interchange (EDI), etc.) have been implemented to ensure the Belk organization remains a leader in the accounts payable field.

Your Role

Listed below are the procedures that must be followed to make sure your invoices are paid accurately and on a timely basis. These procedures apply to paper invoices as well as invoices transmitted via EDI.

- ◆ Do not ship/invoice without a valid purchase order (PO), either via EDI or a computer printed purchase order form (phone orders, worksheets, verbal commitments, etc., are not valid).
- ◆ Verify the accuracy of all purchase order details including cost price and payment terms. Do not ship merchandise until all discrepancies on the PO have been corrected and proof of correction is provided to you by the buyer in the form of a new PO or a print of the style correction (cost and payment term differences are not reimbursable).
- ◆ Our printed purchase order will show two addresses:
 - "Ship To Purchaser At" address is where the merchandise should be shipped and indicates the actual purchaser of the goods.
 - "Invoice Purchaser At" address will show the store location and number on the first line but the Accounts Payable Center Post Office Box as the address.
- ◆ Invoices should be submitted via the EDI 810 document. If your company is not already certified for EDI invoicing, do not begin transmitting 810's until the testing process is complete. For more information call the EDI contact listed on page 8.
- ◆ Our EDI purchase orders indicate the "ultimate store destination" of the merchandise. This store number must appear on your EDI 810 Document.
- ◆ On your invoice, the "Ship To" address must show the store number and address of the purchasing store. The "Bill To" or "Sold To" address should include the store location name and store number on the first line and the Accounts Payable Center Post Office Box as the address. If you are shipping to a service center, the ultimate store destination should be shown in the "Bill To" or "Sold To" address of the invoice.

Example:

Bill To: *state the purchasing store's name and store number here*
P.O. Box 190238
Charlotte, NC 28219-4405

- If your invoicing system cannot handle this requirement, the "Ship To" and "Bill To" address should both continue to be the purchasing store's number and address.
- ◆ All paper invoices must be mailed in one envelope (as opposed to one invoice per envelope). Do not staple invoices together or staple invoices to envelopes. If mailing, a master envelope must be used to send the invoices to:

Belk A/P Center
P.O. Box 190238
Charlotte, NC 28219-4405

- ◆ The following information must be included on each invoice. Invoices not meeting these requirements will be returned for correction and an expense offset may be assessed.
 - The name of the Belk store to which the merchandise was sold.
 - The Belk purchase order number. Only one PO# per invoice.
 - Vendor name and "remit to" address.
 - One unique (up to 12 digits) numeric invoice number for each invoice. (Note: The invoice number MUST appear on each page of a multiple page invoice and the invoice number MUST NOT recycle within a minimum of 18 months.)
 - Your invoice date. (NOTE: This date must be the same date as your date of shipment.) The A/P Center will not accept any post-dated invoices or invoices prior to shipment.
 - The "ship to address" including the three digit store number for which the goods are destined (mark for location).
 - The payment terms.
 - The number of cartons shipped for that particular invoice.
 - Invoice must contain unit cost as well as total cost by PID (vendor style). (DO NOT SEND RETAIL ONLY INVOICES OR 2nd COST INVOICES).
 - Total merchandise cost in U.S. dollars. For multiple page invoices, indicate total merchandise cost on last page only.
 - Total units, quantities, and styles MUST match those shipped as indicated on the EDI 856 (Shipment Notification) or paper packing slip.
 - Page number for each page of a multiple page invoice.
 - Bill Of Lading number and carton counts by purchase order for each shipment.
 - All shipments must be invoiced separately by the purchaser's store number and purchase order number. If there are several store numbers listed on a purchase order, each store must be invoiced separately.
- ◆ Original invoices should be mailed or transmitted to the A/P Center. Do not send copies, screen prints or duplicate invoices unless requested. Do not send order confirmations, packing slips or Bills Of Lading to the A/P Center. Do not mail paper copies of invoices if transmitting invoices via EDI as an expense offset charge may result.
- ◆ Do not include an invoice or a duplicate or carbon copy of the invoice with the shipment to the store. Instead, include packing lists, carton labels, etc., as outlined on the Belk Purchase Order and in this document with all shipments.
- ◆ For payment terms of End Of Month (EOM), goods shipped or invoiced on or after the 25th of the month are not considered due until the 10th of the following month (e.g., an invoice with terms of 8/10 EOM for goods which were invoiced/received on March 25, 2009 would have a payment due date of May 10, 2009). In addition, we select the most beneficial payment terms based on the terms contained on our master file, on the purchase order or on your invoice.
- ◆ The Belk A/P Center does not pay freight charges listed on merchandise invoices. All merchandise is required to be shipped in accordance with our transportation guidelines. Carrier freight invoices should be sent to:

Belk Transportation Services
120 Belk Court
Blythewood, SC 29016-7301
Attn: Freight Payment
- ◆ When corresponding with the Belk Accounts Payable Department, we would like email to become our primary communication as it provides documentation for all inquiries and enables us to monitor all communication with the Accounts Payable staff to ensure requests are addressed accurately.
- ◆ By using the respective email addresses below, your inquiry will reach the appropriate Accounts Payable team. Depending on the complexity of the issue and the supporting documentation attached to the email, we may log the correspondence and track it to completion using a first in, first out methodology.

Issue	Send Email to:
Any questions concerning the transmission of ASNs	ASN@Belk.com
Any vendor compliance issues (compliance/rubber dock chargebacks)	Vendor_Compliance@Belk.com
Any merchandise payable issues (invoice payment,	AP_Correspondence@Belk.com

chargebacks for non-vendor compliance issues)	
Any vendor address/information maintenance or to get IVR access	VCG@Belk.com
Any debit balance inquiry	Debit_Balance@Belk.com

- ◆ If you still need to send paper correspondence to the Belk Accounts Payable team, it can be mailed to:

Belk A/P Center
P.O. Box 190238
Charlotte, NC 28219-4405

- ◆ Unless otherwise approved by the Belk A/P Center, all invoices must be received for processing no later than six months from the date merchandise relating to the invoice(s) was shipped. Irrespective of the FOB terms in our Purchase Order, failure to submit invoices for payment within six months of the date of shipment will result in all shortages occurring from the transportation movement of the goods to be automatically deducted from remittances.
- ◆ An expense offset will be assessed for research on any items older than 12 months.
Failure to comply with these procedures will cause additional processing which may cause late payments.

Vendor Services

Listed below are the procedures that must be followed to make sure any inquiries and/or correspondence are resolved accurately and on a timely basis.

Interactive Voice Response System

It is our expectation that the Interactive Voice Response (IVR) system will be used as the primary source to answer inquiries. The IVR system allows you to obtain on-line information in connection with your account via any touch tone phone. This system provides you with check information, details of your current trial balance, the status of an invoice, and has the ability to fax you copies of vendor adjustments and return packing slips. If you do not have a 12 digit account number to access the IVR system, please contact us at VCG@Belk.com and we will assist you in getting enrolled for IVR access.

Any request for information outside of our Interactive Voice Response (IVR) system that is available on IVR will incur an expense offset of \$25/item (per claim number) to be fulfilled. A letter will be sent informing you of that policy and asking if you still would like that information provided outside of an IVR request.

Vendor Information

In order to keep our files up to-date, the Belk A/P Center will update its files for address changes from current invoice copies or from written notification of address changes. Additionally, any changes due to your company merging, being sold, being acquired, going into Chapter 11, or going out of business must be communicated to us in writing on company letterhead and signed by a senior officer of your company. The following information must be included in your correspondence.

- ◆ Old parent company name and new parent company name.
- ◆ Old company address and New company address
- ◆ Description (e.g., merger, etc.) and effective date of change.

NOTE: Payments will be remitted to the address listed on your invoice. Therefore, please ensure that any invoices sent to us after the effective date of any changes contain the new information.

EXPENSE OFFSET

The expense-offset chargebacks listed herein are intended to cover the administrative, as well as elemental and functional, processing costs that Belk, Inc. will incur due to noncompliance to our standards and requirements. Failure to adhere to the guidelines, requirements, and standards contained in our BEST Plan will result, at a minimum, in the charges listed below. These charges are subject to change and will be updated periodically. Updates will be highlighted in red and shaded. Please visit our Web site at WWW.BELK.COM for future updates.

EDI ADMINISTRATION

NON-COMPLIANCE	EXPENSE OFFSET
UPC not in catalog at time of order entry/receipt	\$75 per incident plus \$5 per UPC key entered
No EDI ASN 856 transaction set	\$10 per carton
Inaccurate SKU on ASN	\$5 per receipt
Inaccurate quantity on ASN	\$15 per receipt
Unusable ASN	\$10 per carton
ASN transmitted after receipt	\$10 per carton
No UCC-128 bar-code on the carton	\$7.50 per carton
UCC-128 label does not meet labeling standards (pg. 13) or is unreadable	\$7.50 per carton
UPC catalog requires corrections	\$250 per incident plus \$5 per UPC correction
UPC catalog changes after order entry	\$250 per incident plus \$5 per UPC changed
Does not receive Electronic PO 850	\$50 per purchase order
Failed to transmit electronic invoice via 810	\$5 per invoice

TRANSPORTATION

NON-COMPLIANCE	EXPENSE OFFSET
Unauthorized Air Shipment	Full invoice amount + \$50 handling
Authorized Air Shipment	As pre-approved by Transportation
Shipped to wrong Distribution Center	\$250 per occurrence + \$5 per carton
Failure to consolidate shipments on the same day	Full invoice amount + \$50 handling
Failure to obtain valid Belk Routing authorization (Routing for both DCs is considered two requests)	Full invoice amount + \$50 handling
Used unauthorized carrier (Routing not authorized by Belk)	Full invoice amount + \$50 handling
Significant changes made to weight, cartons, cube, P.O. cancel, etc. without contacting Belk Transportation to revise Routing	Full invoice amount + \$50 handling
Freight available date is same as earliest PO cancel date (Routing for both DCs is considered two requests)	\$300 per Routing Request per DC + \$50 handling
Chargeback inquiries older than six (6) months	\$30 per aged item/claim
Vendor request to authorize changes in freight billing	Total freight cost + minimum \$50 handling

Vendor mismatch of Bill of Lading numbers on ASN (856), Invoice (EDI or Printed) and/or physical Bill of Lading issued to freight carrier	\$300 per PO/shipment (for each DC)
Freight collect should be prepaid	Full invoice amount + \$50 handling
Missing and/or erroneous POs on BOL	\$50 per PO per BOL + \$50 handling
Unauthorized Direct to Store shipment	Full invoice amount + \$50 handling
Vendor pays half freight for non-consolidated shipments originating West of the Mississippi River or outside the contiguous 48 U.S. States	50% of invoice amount
Failure to provide two business days notice (to either POV web-routing or carrier) prior to shipment available date	\$200 per shipment per DC + \$50 handling
Other Transportation or Routing problems	Charges assessed by incident + \$50 handling

DISTRIBUTION

NON-COMPLIANCE	EXPENSE OFFSET
Incorrect or missing Purchase Order # on carton	\$5 per carton
Incorrect or missing Store # on carton	\$5 per carton
Incorrect or missing department # on carton	\$5 per store/PO receipt
Incorrect/missing packing slip or packing slip not at the SKU level	\$75 per store/PO receipt
Shipment not packed separately by Store/PO	\$75 per store/PO receipt
Incorrect Packing Slip: quantities, style, color, size not accurate to contents	\$75 per store/PO receipt
Illegible or Unusable Packing Slip	\$75 per store/PO receipt
No Bill of Lading or inaccurate/insufficient detail on the Bill of Lading	\$150 per store/po receipt
Unauthorized bulk shipment	\$25 per store/po receipt + 30 cents per piece
Cartons sealed with bands, straps, string, or not correctly sealed	\$25 per store/po receipt
Unauthorized container used	\$150 per store/po receipt
Carton strength not sufficient	\$150 per store/po receipt
Removed from "crossdock" and moved to manual processing	\$10 per carton
Removed from "cross dock" and moved to audit	\$25 per store/po receipt + 15 cents per unit

UPC TICKETING & FLOOR READY

NON-COMPLIANCE	EXPENSE OFFSET
Merchandise not UPC marked/missing ticket	\$25 per store/PO receipt
Missing/wrong retail on UPC ticket/supplemental label	\$25 per store/PO receipt
Incorrect Ticket Location	\$25 per store/PO receipt + 20 cents per unit
UPC/EAN bar-code poor quality/not scannable	\$25 per store/PO receipt
UPC missing human readable data	\$25 per store/PO receipt + 50 cents per unit
Ticket format not correct	\$25 per store/PO receipt + 50 cents per unit
Full detail in-house tickets supplied/not UPC loaded	\$25 per store/PO receipt+ 20 cents per ticket
Other UPC related problems	Charges assessed by incident

RETURN TO VENDOR

NON-COMPLIANCE	EXPENSE OFFSET
Shipped without a valid PO/store not on PO	\$25 per store/PO receipt + inbound & outbound freight
Shipped Prior to PO Start Ship Date	\$25 per store/PO receipt + inbound and outbound freight
Shipped After PO Cancel Date	\$25 per store/PO receipt + inbound and outbound freight
Damaged/defective/unsaleable merchandise	\$25 per store/PO receipt + inbound and outbound freight
Stock/customer defective returns from salesfloor	10% of merchandise cost + inbound and outbound freight
Not Ordered Merchandise	\$25 per store/PO receipt + 10% of the merchandise cost + inbound and outbound freight
Merchandise fails quality check	\$25 per store/PO receipt + inbound and outbound freight
Merchandise shipped with substitutions to P.O.	\$25 per store/PO receipt + 10% of the merchandise cost + inbound and outbound freight
Merchandise double shipped	\$25 per store/PO receipt + inbound and outbound freight
Merchandise shipped with overages to PO	\$25 per occurrence + 10% of the merchandise cost + inbound and outbound freight
No back order allowed	\$25 per store/PO receipt + inbound and outbound freight
Vendor's fault marking room RTV	\$25 per store/PO receipt + inbound and outbound freight
Vendor's fault salesfloor RTV	10% of merchandise cost + inbound and outbound freight

ACCOUNTS PAYABLE

NON-COMPLIANCE	EXPENSE OFFSET
Incorrect Store Number on Invoice	\$5 per invoice
Continues mailing or sending paper invoices when providing electronic invoices.	\$5 per invoice
Incorrect Purchase Order Number on Invoice	\$5 per invoice
Does not provide Invoice Electronically (EDI 810)	\$10 per invoice
Format for printed invoices not followed	\$5 per invoice
Unauthorized direct to store shipment	\$50 + freight

Expense Offset Inquiries

- ◆ All correspondence must be directed to the Belk Accounts Payable Center (emailed to Vendor_Compliance@Belk.com) and should contain the name of the store to which the inquiry applies and a detailed description of the inquiry (including but not limited to: copy of the check remittance and debit memo). In addition, inquiries must include the vendor's address to which a reply may be sent.
- ◆ Disputes for deductions taken from merchandise invoices will only be addressed if the dispute is presented within 12 months of the deduction date (except Proof of Delivery on RTV's, which must be disputed within 7 months due to carrier limitations). If you have a dispute concerning a deduction, you must put the reason for your dispute in writing, attach a copy of the check remittance and debit memo, and send it to the appropriate address noted previously.
- ◆ Any inquiry for items older than 12 months from the deduction date will incur an expense offset of \$25/item (per claim number) to do any research. A letter will be sent informing you of that policy and asking if you still want the item(s) researched.
- ◆ Any request for information outside of our Interactive Voice Response (IVR) system that is available on IVR will incur an expense offset of \$25/item (per claim number) to be fulfilled. A letter will be sent informing you of that policy and asking if you still would like that information provided outside of an IVR request.
- ◆ Requests for repayment of unearned discount will be denied if it is determined that the delay was vendor caused (e.g., invoices sent to the wrong PO Box, merchandise sent did not agree with the purchase order, account in debit balance, etc.). In addition, trade discounts will not be refunded regardless of when the invoice is paid.

- ◆ Deductions for cost differences which occur when the price on the invoice is greater than the price on the purchase order are not reimbursable. Belk policy is to pay for merchandise at the lower of the price indicated on the purchase order or invoice. Vendor should receive from the buyer a system generated hard copy or EDI purchase order stating the price we expect to pay for your merchandise. You must verify the accuracy of our PO information and not ship merchandise until all discrepancies on the PO have been resolved.

MISCELLANEOUS

Belk Executive Contacts

Listed below you will find the Belk organization's main executive contacts for our Floor Ready initiatives, merchandise technology, merchandising divisions, merchandise information systems, distribution, transportation, accounts payable, and EDI/UPC administration.

<i>For Information concerning:</i>	<i>Contact:</i>	<i>Phone Number:</i>
Floor Ready Merchandise	- Logistics Information Systems Manager	(803) 754-6004 ext. 80812
Merchandise Information Systems (MIS)	- CIO/EVP of MIS	(704) 426-1808
Merchandise Technology	- VP of Systems Development	(704) 426-1811
Merchandise Divisions	- <u>GMM Center Core</u> (Cosmetics, Accessories, Intimate Apparel, Hosiery & Shoes)	(704) 426-6596
	- <u>GMM Feminine Apparel</u>	(704) 426-6947
	- <u>GMM Men's & Home</u>	(704) 426-6982
Logistics [Transportation & Distribution]	- VP of Logistics Services	(803) 754-6004 ext. 80809
	- Belk Transportation	(803) 754-6338
Accounts Payable	- Director Accounts Payable	(704) 426-8540
	- Manager Accounts Payable	(704) 426-8152
	- Manager Vendor Compliance	(704) 426-8171
Electronic Data Interchange (EDI)	- EDI Specialists	(704) 426-6916 (704) 426-6559
Universal Product Code (UPC)	- UPC Specialist	(704) 426-6559

Store Address Listing (Refer to the Store Receiving Locations files on our web page at www.belk.com, and click the "About Us" link at the bottom of the page, then click the "Vendor Info" link on the left side.

*****0745 Ridgeland Fine Jewelry Store Locations*****

As of August 3, 2009

**** STORE SHIPPING & RECEIVING LOCATIONS ****

IMPORTANT: All Cartons • Packing Slips • Shipping Manifest • And Shipping Labels • Must Have The Following Information.
 __ ADDRESS EXACTLY AS SHOWN __ PURCHASE ORDER NUMBER __ DEPARTMENT NUMBER __ STORE NUMBER

Please refer to Fine Jewelry Best Plan for complete shipping instructions.

Fine Jewelry (Departments 543, 544, 545, 546) SHIPPED ONLY to

**0745 Ridgeland Processing Center:
 405 Towne Center Blvd.; Ridgeland, MS 39157**

N = NORTHERN DIVISION – S = SOUTHERN DIVISION – W = WESTERN DIVISION

Please see list below for proper shipping label address by S number

Total Stores 154

N	0001 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	S	0054 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	S	0162 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157
N	0006 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	N	0061 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	N	0165 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157
N	0010 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	S	0074 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	S	0178 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157
N	0013 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	N	0083 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	S	0182 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157
S	0016 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	S	0084 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	S	0184 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157
N	0017 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	N	0085 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	W	0188 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157
S	0019 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	S	0087 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	S	0189 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157
N	0024 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	S	0109 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	S	0202 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157
N	0025 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	N	0112 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	S	0228 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157
S	0026 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	N	0115 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	S	0239 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157
N	0028 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	S	0141 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	N	0242 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157
N	0030 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	S	0142 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	N	0243 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157
S	0044 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	S	0149 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	S	0244 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157
W	0052 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	S	0151 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157	N	0263 0745 - Processing Center 405 Towne Center Blvd. Ridgeland, MS 39157

