



Belk Vendor Compliance Guide

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Hello,

Thank you for taking the time to read the Belk vendor guide. Please review the information in this guide to become familiar with what Belk holds vendors accountable for. This manual is supplemental to, and each vendor is required to comply with, the other guidelines, codes, policies, and procedures issued by Belk from time to time, as identified on www.belk.com under Vendor Resources, including the Belk Vendor Code of Conduct (all of which form part of Belk's Vendor Compliance program). It is critical that the requirements within this guide are followed by all of our vendor partners so that Belk can continue to provide our customers with the best possible retail experience. Our success in doing this is dependent on you and we recognize, appreciate, and greatly value your partnership!

Best Regards,

Belk Vendor Compliance Team

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Section One: Vendor Information

1.1 New Vendor Onboarding

For new vendor onboarding questions, please email VendorRelations@Belk.com.

1.2 Supplier Direct Fulfillment (SDF) New Vendor Onboarding

Please see Supplier Direct Fulfillment Program Vendor Participant Guide document at www.Belk.com under 'Vendor Resources' for specific instructions on SDF policies and procedures. For new SDF vendor onboarding questions, please email SDFVendorCare@Belk.com.

1.3 Vendor Information

Belk should be notified of any changes in company information including company name, address, change in shipping points, or any other pertinent information in order to keep systems and records up to-date. Please email all company changes to VendorRelations@Belk.com. If any changes are due to merging, being sold, being acquired, going into Chapter 11, or going out of business, the changes must be communicated to Belk in writing on company letterhead and signed by a senior officer. The signed letter can be sent as a PDF to VendorRelations@Belk.com. The following information must be included in correspondence:

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

Note: Payments will be remitted to the address listed on invoices. Any invoices sent to Belk after the effective date of any changes must contain the new information.

Section Two: Vendor Terms and Conditions

2.1 Acceptable Business Practices

Belk values its relationships with vendors and business partners, and would like to be clear on practices that could violate the Belk code of ethics. The following requirements and prohibitions are supplemental to those set forth in the Belk Code of Conduct included below.

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.

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 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 competitors in any unethical manner or in ways that would violate international, federal, state, or local laws.

Reporting Fraud or Unethical or Illegal Business Practices Please report any suspected fraud or unethical or illegal 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 hours, 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 vendors and business partners.

2.2 Code of Conduct

Belk builds human rights values and sustainability into everything done, so that as Belk grows, so will the values Belk operates under. By acknowledging you've read the vendor guide and doing business with Belk companies (each referred to herein as a "Belk supplier," "supplier," "supplier company," "company," "Business Partner," or similar designation) are, within the scope of influence, committed to acknowledge the social, legal, human rights, and environmental standards expressed within this Code and to undertake measures for implementation and compliance.

Human Rights

Legal Compliance: The Belk factory, vendor, or supplier must always comply with the highest standards and the applicable local laws and regulations or industry standards or specific requirements of this Belk Code of Conduct.

Freedom of Association and Collective Bargaining: Belk suppliers must respect the workers' right to join organizations of their own choice.

Prohibition of Discrimination: The Belk supplier shall not discriminate against workers on the basis of race, religion, beliefs, gender, marital or maternal status, age, political affiliation, national origin, disability, sexual orientation, or any other basis not directly impacting on a workers individual skills and ability to perform the job.

Compensation: Wages paid for regular working hours and overtime hours shall meet or exceed legal minimums and/or industry standards; illegal, unauthorized deductions from wages shall not be made.

Working Hours, Wages & Benefits: Belk suppliers shall conform with applicable national laws and industry standards for working hours, compensation, benefits and overtime compensation. Workers shall not be required to work more than sixty (60) hours per week on a regular basis, including overtime. Overtime hours shall be on a voluntary basis.

Workplace and Worker Health and Safety: The Belk supplier shall ensure compliance with applicable laws and regulations relating to health and safety issues including classification, work place risk analysis, reporting and inspections by authorities. The supplier company shall document and complete required corrective actions from such inspections within the set timeframe.

Prohibition of Child Labor: Belk does not accept child labor. Suppliers shall not make use of child labor and shall abide by the United Nations Convention of the Rights of the Child (1989) and comply with all relevant national and international laws, regulations, and provisions applicable in the country of production or operation.

Prohibition of Forced and Compulsory Labor: The Belk supplier shall not make use of any of the forms of forced, prison, bonded, or any involuntary labor. Suppliers shall abide by the California SB 657 Transparency in Supply Chains Act of 2010 and comply with all relevant national and international laws, regulations and provisions applicable in the country of production or operation.

Management Systems: Belk suppliers shall define and implement a policy for social and human rights accountability and the appropriate management systems shall be in place to ensure that the Belk Code

of Conduct can be followed and is being followed. All supplier employees shall have access to this Code of Conduct.

Prohibition of Conflict Minerals Usage: Belk suppliers shall not make use of any forms of gold, tin, tantalum, or tungsten mined in the Democratic Republic of Congo (DRC) or its neighboring countries. Our suppliers shall abide by Section 1502 of the Dodd-Frank Act required by the Securities and Exchange Commission (SEC), with best practices of having conflict mineral policies, due diligence frameworks and management systems consistent with the Organization for Economic Cooperation and Development (OECD) guidelines. Belk may request of its suppliers written evidence of this due diligence documentation, including formal certifications and policies.

Sustainability

Project Management: The Belk supplier shall have an environmental policy and monitoring plan with the support of an Environmental Project Management committee working to improve the supplier's environmental performance.

Resource and Energy Management: The Belk supplier shall have as part of the oversight of their Environmental Project Management committee a policy of measuring and recording energy and resource consumption for all buildings and processes.

Environment: Air, Noise, Water, and Ground: The Belk supplier must meet or exceed minimum compliance with applicable laws and regulations relating to environmental protection including environmental classification, reporting and inspections by authorities

Chemicals: The Belk supplier shall ensure compliance with applicable laws and classification regulations relating to purchasing, storing, handling, use, transportation, and disposition of chemicals. The supplier shall have valid permits for all chemicals that are legally restricted or controlled and shall demonstrate compliance with these permits.

Hazardous and Non-Hazardous Waste: The Belk supplier shall ensure compliance with applicable laws and regulations relating to the handling, storage, transportation, recycling, and disposing of hazardous and non-hazardous waste and if required obtain the necessary permits and demonstrate compliance with those permits.

Fire Prevention: The Belk supplier shall insure compliance with applicable laws and regulations relating to fire protection including fire classification, reporting, and inspections by the fire authorities. Corrective actions from such inspections shall be documented and completed within set timeframes.

Terms of Implementation

All Belk Suppliers must post the Belk Code of Conduct in places in their factories readily accessible to workers, translated into the language of the workers and supervisors and communicate these provisions to all workers. Suppliers shall take appropriate steps to ensure the provisions of this Code of Conduct are communicated to all workers. Upon employment, as part of worker orientation, the Belk Code of Conduct shall be presented to workers and explained to them. From time to time, suppliers shall periodically review the Belk Code of Conduct with workers. Belk suppliers must comply with all legal requirements applicable to the conduct of their respective businesses including United States Customs and Border Patrol, FDA, FTC, and CPSIA.

Belk Private Brands Code of Conduct

Please see Appendix A for the Code of Conduct that applies to all Belk Private Brand suppliers.

2.3 Confidentiality

Belk has developed certain confidential and proprietary 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. The

vendor agrees not to disseminate Belk confidential information to anyone except its employees and consultants who are directly involved in this vendor/ retailer relationship. The vendor agrees to hold any employee or consultant to whom Belk confidential information is transmitted to be bound to the same obligations of secrecy and confidentiality that the vendor is bound.

2.4 Disposition of Merchandise

Disposition of Belk private label merchandise is prohibited without prior written approval from the Belk VP Sourcing Operations. Failure to comply can subject vendors to liability for trademark infringement and for all losses and damages suffered by Belk and its affiliated entities as a result of such prohibited disposition.

Section Three: Product Information

3.1 UPC Item Set Up

All vendors must have valid UPC barcodes. To obtain UPC barcodes, vendors must have a GS1 company prefix. All UPCs must meet the following requirements:

- Assign UPC numbers at the stock keeping unit (SKU) level using National Retail Federation (NRF) standard color and size codes.
- Assign a unique UPC to each pre-pack configuration and make the pre-pack UPC available to Belk in the GXS-Open Text catalog. Use the standard NRF color and size codes for pre-pack UPCs.
- Size ranges cannot be changed once UPCs have been communicated to Belk. For example, "size 5" cannot be changed to "small". A new UPC must be provided. No pre-pack configuration changes will be accepted, a new UPC must be set up and provided to the Belk Buyer.
- Reuse of UPCs must be per GS1 standards of 30 months after the last shipment by the vendor. Compliance with proper code reuse is critical and strict adherence will be enforced.

3.2 GXS Item Set Up

Belk utilizes OpenText/GXS Active Catalog to transmit data via web service call. Belk is not working with any other catalog providers at this time. Vendors must provide the UPC catalog electronically via GXS Open Text in advance of offering the product to Belk. Items and the UPC catalog must be set up with the following requirements:

- 12 or 13 digit UPCs
- Product ID and Product ID Description
- Standard NRF color and color description (Color descriptions in GXS must match color description on merchandise tickets)
- Standard NRF size and size description (Size must be the correct size for department in correct family of business based on NRF standards)
- Manufacturer's suggested retail price

3.3 Extended Attributes

Belk requires that extended attributes be provided for all merchandise, the vendor should use GXS and the Belk Product Enrichment Portal (PEP) to enter / submit extended attributes. All items should be set up in GXS and PEP with appropriate attributes populated 8 weeks prior to ship date.

- Belk will utilize Global Standards (GS1) extended attributes and product attribute information in OpenText/GXS Catalogue must follow the Global Standards (GS1) 'Voluntary Guidelines for Exchanging Extended Attributes for Ecommerce'.
- Additional attributes need to be entered in the Product Enrichment Portal (PEP). Access to the Product Enrichment Portal (PEP) will be given at the time of vendor set up.

For more information on extended attributes, please visit www.GXS.com/Belk and click on Belk Attribute Cross Reference.

3.4 Image Standards

Images must be provided to Belk a minimum of 8 weeks prior to ship date. Please send vendor provided images to VCG@Belk.com.

- Images must be provided for every style/color number purchased by Belk.
- Images are to follow the GS1 standards available at http://www.gs1.org/sites/default/files/docs/gdsn/Product_Image_Specification.pdf.
- For product images, shoot against a white seamless sweep, card or table top; include slight shadows for visual grounding.
- For images on figure, shoot against or neutral colored seamless sweep; do not crop into model's head or face.
- Leave open space around subject for cropping discretion.
- Include front and back shots, additional alternative shots and lifestyle shots are preferred.
- Color: RGB.
- Post-Production: Add clipping path/silhouette to subject matter in Photoshop with a tolerance level of 0.
- File Size: Minimum 900 x 1200 pixels; either orientation.
- File Format: Hi-Res Tiff (.tiff), EPS, PSD, JPG, or JPEG file: 300dpi, 96dpi, 72dpi (if clipping path/silhouette added in Post-Production phase, save as layered .tiff file).

Vendor provided images are subject to Belk's approval and any possible acceptance or denial for use is solely at Belk's discretion. All inquiries concerning Belk's eCommerce image specifications, including requests for image style guides, can be directed to VCG@Belk.com.

3.5 Sample Requirements

Samples of all products must be provided to Belk a minimum of 8 weeks prior to ship date.

- A sample must be provided for every style/color purchased by Belk.
- Samples must be clearly marked with the style number and color code ordered for www.Belk.com.
- Samples must be provided in the appropriate model size for the merchandise category.
- Additional private brand samples are required. Please send production samples of all Belk Private Label merchandise, in each size and with a complete set of color swatches, to the attention of the applicable Belk Product Manager. Samples and swatches must be sent a minimum of 20 days prior to the scheduled ship date. No shipment is to be made by a vendor until such samples are given final approval by the respective private brands brand manager.
- Samples should be sent to Attn: Belk Buyer/ Buyer number at the Belk corporate office.

Section Four: Purchase Orders

4.1 Purchase Order Types

Bulk Order: You may receive a purchase order with the location designation of 850. This order is a bulk purchase order and will reflect the total quantity Belk plans to order. A new purchase order with a quantity by store allocation will be transmitted closer to the ship date. 850 is not a store to ship to.

Store Allocated Order: The Store allocated purchase order will provide a list of the specific SKUs and quantities that are to be shipped for each store. The store allocated order will be sent to the vendor in advance of the ship date according to the agreed upon lead-time with the Buyer.

eCommerce Order: eCommerce orders will typically be transmitted to vendors separately from all other store orders and will carry the designation of store 888. All orders for store 888 are to be shipped following the eCommerce product preparation requirements in section 6.6 of this guide.

4.2 Purchase Order Requirements and Restrictions

Below are the requirements and restrictions on all Belk purchase orders:

- Do not ship merchandise before the not before ship date listed on the purchase order.
- Do not ship merchandise after the not after /cancel date listed on the purchase order.
- Ship only one time per purchase order, and ship the order complete. There should be only one shipment per purchase order to each of the Belk destination distribution centers.
- Do not ship excess quantity that is not on the purchase order.
- Do not ship items that were not ordered.
- Do not ship to a store that is not on the purchase order.
- Do not ship any SKU substitutions.
- Do not ship without a valid purchase order.
- Do not ship multiple times on the same day or on consecutive business days to the same DC within a given calendar week (Saturday to Saturday).
- Verify the accuracy of all purchase order details including purchase cost, retail price, and payment terms. Do not ship merchandise until all discrepancies on the purchase order have been corrected. Contact the Belk Buyer for all corrections.

4.3 Terms and Conditions of Purchase Orders

All Belk purchase orders are governed by the terms and conditions of that purchase order (the current version of which is set forth in Appendix B hereto) and the following (which may be amended by Belk from time to time):

- 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 not before date or not after / cancel date contained in the purchase order to which the shipment relates. This also includes any substitutions or merchandise shipped in excess of the purchase order quantity. Any shipment relating to a purchase order that has been canceled or not approved will also be subject to refusal.
- Belk assumes no risk or expense on any merchandise refused or returned for non-conformance with the terms and conditions of the purchase order.
- Belk must be notified in writing within 5 days of purchase order issuance if the purchase order is not accepted, including all terms and conditions as stated therein.

- Belk reserves the right to countermand and cancel the purchase order without penalty in case of fire, flood, earthquake, or any force majeure event otherwise affecting the premises of Belk.
- Belk will examine the merchandise included on the purchase order when received. If merchandise isn't what is on the purchase order, damaged, defective, of poor quality, or otherwise defective, Belk can return any or all of the product shipped.
- Vendor is responsible for including all applicable sales, use, or excise taxes in its purchase price. In the event a statutory exemption applies, Belk will be responsible for providing a valid exemption certificate to the vendor.
- Title to merchandise will not pass to Belk until merchandise has been received, inspected, and accepted as being in conformance with the terms of the purchase order.

BY ACCEPTANCE OF THE BELK PURCHASE ORDER, THE VENDOR AGREES TO THE FOLLOWING (THE CURRENT VERSION OF WHICH IS SET FORTH IN APPENDIX B HERETO AND THE FOLLOWING WHICH MAY BE AMENDED BY BELK FROM TIME TO TIME):

- Deliver all merchandise in accordance with the purchase order at the prices stated in the purchase order.
- Guarantee that all merchandise ordered has been priced, stamped, labeled, tagged, marked, invoiced, and delivered in full compliance with all applicable federal, state, and local government laws, rules, and regulations.
- Guarantee that all merchandise ordered has been or will be manufactured, compounded, or produced in full compliance with (i) 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 and (ii) the Belk Code of Conduct.
- Warrant to Belk and its customers that merchandise is free from defects of workmanship and material and is fit for normal use by the consumer.
- Defend, indemnify, and hold Belk harmless from and against all claims, damages, losses, liabilities and expense (including reasonable attorneys' fees) on account of:
 - Any actual or alleged defect in the merchandise ordered.
 - Any actual or alleged patent, copyright, trade secret, or trademark or other intellectual property infringement arising from vendor's manufacturer, sale, or export, or purchaser's use, sale or offering for sale of any merchandise ordered.
 - Belk and customers' reliance upon the warranties set out in above bullets.
 - Any gross negligence, willful misconduct, fraud, or violation of law by Vendor or any of its suppliers.
- Belk reserves the right to take immediate credit for all goods that are to be returned to vendor because the goods do not meet the requirements of the purchase order.
- Belk reserves the right to dispose of vendor's goods at Belk's option if return authorization is not received by Belk from vendor within 30 days of original request.

Please review the current version of the full Terms and Conditions of Purchase Order in Appendix B. These conditions are transmitted with all Belk purchase orders and apply to all Belk purchase orders. Notwithstanding anything contained herein, Belk may amend such Terms and Conditions of Purchase Order from time to time.

Section Five: EDI Requirements

5.1 EDI Requirements

Belk requires Electronic Data Interchange (EDI) capabilities from all vendors. Please see below for the EDI documents and versions that Belk currently supports.

Belk can receive the following EDI documents:	Version:
810 Invoice	4030 VICS
832 UPC Catalog from GXS	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:	Version:
816 Organizational Relationships	4030 VICS
820 Remittance Advice	4030 VICS
824 Application Advice	4030 VICS
850 Outbound Purchase Order	4030 VICS
852 Sales/Inventory Data	4030 VICS
860 Purchase Order Change	4030 VICS
864 Text Message	4030 VICS
Belk EDI transactions planned for the future:	
180 Request for Return Authorization	
870 PO Acknowledgment	

5.2 EDI Terms and Conditions

By entering into a transaction with Belk through Electronic Data Interchange (EDI), the vendor agrees to the following terms and conditions:

- Vendor agrees to conduct merchandise transactions using the Voluntary Inter-industry Commerce Standards EDI protocol.
- Each party agrees that it will be responsible for its own costs associated with any EDI transmission, as well as any storage fees charged by a third party service provider.
- Each party will be responsible for its own costs in developing and/or licensing its EDI software and for testing the efficiency of the software.
- If Belk provides sales and/or inventory data to vendor, Belk will use due diligence to ensure the accuracy; however, Belk makes no warranty as to such data being free of errors or omissions.
- Belk may assign its rights or obligations under this Contract to any affiliated entity.
- Vendor EDI documents must be created following the appropriate VICS EDI guidelines and the Belk mapping guide.

Please contact GS1 (www.GS1.org) for information on how to get started with EDI if you do not have EDI capabilities and plan to do business with Belk.

Section Six: Product Preparation

6.1 UPC Merchandise Ticketing Standards

All merchandise, whether for stores or for eCommerce, must have a merchandise ticket attached to the product that includes the UPC barcode, human readable UPC, merchandise description, and the retail price. The UPC code must be visible and easily accessible for scanning.

- Merchandise tickets are to be printed on plain white pressure sensitive tickets and printed with non-smearable black ink. The ticket should be approximately 1.5” wide by 2.5” long.
- Stickers should be appropriately sized for the merchandise.
- The retail price, as stated on the Belk purchase order, must be placed in “zone 6” or “zone 7” of the standard UPC ticket using an 18-point, bold font. Acceptable print format should be \$79.00. Do not use ‘MSRP’ or ‘suggested retail price’ on the merchandise ticket.
- Follow the GS1 industry standard for merchandise ticket placement. The GS1 standard can be found at:
https://www.gs1us.org/DesktopModules/Bring2mind/DMX/Download.aspx?command=core_download&entryid=432&language=en-US&PortalId=0&TabId=134
- Attach UPC tickets so that the merchandise will not be damaged. UPC tickets should be securely attached to the merchandise by plastic swift-attach devices or by attachment to sewn on labels. If it is impractical to use either of these two methods of attachment for merchandise, tickets can be attached using a loop-lock attachment device (handbags), rat tail (sunglasses) or with an adhesive backed ticket (china, glassware, etc.). Do not loop strings around buttons or use strings attached with pins. When using an adhesive backed ticket, be sure that the ticket and adhesive can be easily removed from the merchandise and will not damage the merchandise.
- Boxed/packaged merchandise that can be displayed or sold in or out of the packaging (luggage, vases, and picture frames) must be ticketed on both the item and on the retail package.
- For two piece garments, mark the top garment with a full detail ticket (to include the UPC) and mark the bottom garment with a second ticket that includes the Product ID (PID) and size. Both tickets should state that this is a two-piece garment.
- For store orders, merchandise sold by the unit but packaged in multi-packs will require a UPC merchandise ticket to be attached to each individual selling unit as well as the outside of the carton. For example, glasses packed four to a carton but sold by the glass would require that a UPC price ticket be attached to each glass as well as having four UPCs attached to the outside of the carton.
- Fine Jewelry vendors should refer to section 6.7 for tickting instructions for Fine Jewelry merchandise.

Below are suggested formats for merchandise tickets and stickers:



6.2 Hanger Requirements

Belk requires vendors to ship merchandise on VICS approved standard floor ready hangers.

- For store orders, please confirm with Buyer if merchandise is to be shipped on a hanger or if it is to be shipped flat.
- For all eCommerce / store 888 purchase orders, product should be shipped folded flat inside a polybag, unless it is listed as hanging in Appendix E.
- All hangers must conform to the VICS hanger standards by product category. Please see Appendix C.
- With the exception of suits, all two-piece garments must use both a top and a bottom hanger connected by the coordinate loop.
- Belk requires black matte hangers where approved by VICS.
- Belk requires VICS standard secure over-hanger sizers. The sizers should be black, trapezoidal and have white lettering on all four sides.
- The choice of hanger resource is at the discretion of the vendor.

For more information on hanger requirements by department, please see Appendix C.

6.3 Size Sticker / Strip Requirements

Merchandise that will be displayed folded on tables or in cubes, must have a clear plastic "size strip" or "size sticker" indicator.

- Confirm with Buyer if merchandise will be displayed folded in store.
- Folded merchandise must have a clear "size sticker" or "size strip" affixed to the merchandise.
- Stickers must use an adhesive that will not damage the merchandise.

6.4 General Product Packaging Requirements

Close all buttons/zippers/hooks. Breakable products must be adequately packaged to prevent breakage during transit. Any merchandise received broken due to inadequate packaging will be deducted from the invoice.

6.5 Store Order Packaging Requirements

For all brick and mortar store orders (all orders for stores except store 888), please package product as follows:

- Group like product by style and color and cover in one shared plastic bag. Only use individual plastic bags if absolutely necessary to protect easily damaged fabric or merchandise. This applies to both hanging products and flat-folded products. Please see Appendix D for examples of how to pack.
- If product is to be hanging, the garment must be shipped on the hanger. Hanger should not be loose in the carton.
- For hanging merchandise, do not bundle hangers with cable, twine, or rubber bands to prevent shifting. Do not use metal or tape.
- Do not use pins, tape, clips, removable foam inserts on bottom hangers (except where required to prevent damage to delicate fabrics), excessive tissue or cardboard, or empty merchandise boxes as filler. There should be no excessive packing materials used.

- Alternate top and bottom placement in the carton to eliminate excess bulk, maximize cube, and prevent shifting.

6.6 eCommerce Packing Requirements

Belk transmits eCommerce purchase orders with the destination of store 888. Store 888 orders will usually be transmitted as a standalone purchase order. All orders for eCommerce / store 888 must follow the eCommerce packaging and shipping requirements outlined below in 6.6.1 through 6.6.6.

6.6.1 Individual Packaging

Merchandise must be individually packaged in a polybag or a box as an individual selling unit. All apparel merchandise should be flat folded in an individual polybag with no hangers. If the merchandise is a set, all pieces/components must fit into and be included in a single polybag. The polybag must contain all components for the complete selling unit. Please see Appendix E for any exceptions to this rule.

- Boxed merchandise does not need to be polybagged. However, the box must contain all components for the individual selling unit within one box. Gift wrapped/ boxed items (ex. candy) and boxes with openings (ex. slippers, gadgets) must be placed in a polybag.
- Merchandise must be packaged in a way that is immediately available to send to the customer. Breakable merchandise such as cosmetics, fragrance, decorative home, tabletop, and electronics must be packaged to protect the merchandise when shipping to the consumer.
- All merchandise that is polybagged or boxed in protective inner cartons (non retail-ready packaging) must have an UPC barcoded sticker affixed to the middle of the longest side of the polybag or the protective box.
- A UPC ticket must also be attached to the merchandise within the polybag or box. The UPC barcoded sticker and the UPC ticket must match. The UPC barcoded sticker cannot be substituted for the UPC merchandise ticket. The retail price should be printed on the UPC merchandise ticket.
- EAS tags, including both hard and soft tags, should not be used on any eCommerce merchandise. Hard tags should not be applied to any eCommerce purchase orders. While the use of soft tags is not preferred, (either attached to packaging or sewn into product), if tags are applied to eCommerce merchandise, tags must be deactivated prior to shipment.

6.6.2 Single SKU Cartons

- If an eCommerce purchase order calls for 6 or more units of a SKU, the merchandise must be shipped in a single SKU carton containing only this SKU. If a purchase order calls for 5 units or less of a SKU, the merchandise should be consolidated in a carton containing other SKUs with 5 units or less of the same SKU. Do not overbag like SKUs together in a mixed SKU carton.
- Due to the small size of cosmetic and jewelry products, these two categories of product may be exempt from this requirement when doing so will cause the carton to not meet the minimum eCommerce carton sizes listed in section 7.2. Please be sure that mixed SKU cartons are minimized wherever possible.

6.6.3 Reshippable Packaging

- If any one dimension of the individual product in the packaging is greater than 18” or if the product cannot be folded in packaging to be less than 18” in all dimensions, then the product must be sent to Belk individually packaged in a reshippable carton. Reshippable cartons should meet the following requirements:
 - Use a rigid box with flaps intact
 - Remove any labels, hazardous materials indicators, and other previous shipment markings on the box that are no longer applicable
 - Use adequate cushioning material
 - Use strong tape designed for shipping
 - Do not use string or paper over-wrap

Please see Appendix F for more information on reshippable cartons.

6.6.4 Category/department specific eCommerce requirements:

DEPARTMENT	PACKING
Cosmetics/Fragrances	<ul style="list-style-type: none"> • Merchandise must not be shrink-wrapped or bundled or packaged together. • MSDS for all cosmetic/fragrance must be sent to the Belk Fulfillment Center Attn: BFC Loss Prevention.
Fashion Accessories	<ul style="list-style-type: none"> • Merchandise must be properly packaged to protect product and shape (ex. Handbags, Hats).
Jewelry	<ul style="list-style-type: none"> • Earrings must be attached to a card and posts must be protected to prevent damage during shipping. • Watches should be shipped in the display case / box.
Intimate Apparel	<ul style="list-style-type: none"> • Merchandise cannot be shipped on a hanger. • 2-Piece items must always be packaged together as one selling unit within one polybag.
Swimwear	<ul style="list-style-type: none"> • Merchandise cannot be shipped on a hanger. • 2-Piece items must always be packaged together as one selling unit within one polybag.
Menswear	<ul style="list-style-type: none"> • Belts must be coiled and individually packaged in a polybag. If coiling will damage the belt, please ship in an individual polybag and then coil the belt into a second polybag. • Neckties must be folded and cardboard used to protect
Kids	<ul style="list-style-type: none"> • Merchandise cannot be shipped on a hanger. • If merchandise is sold as a set, all pieces must be included and fit in the polybag. • Toys/plush must be shipped in individual polybags with a UPC Barcoded sticker, unless toys are packed in a sellable box with a UPC.

Shoes	<ul style="list-style-type: none"> • Shoe boxes should be strapped with rubber bands to ensure tops and bottoms are secured. • All shoes must be polybagged as a sellable unit if the shoe is not shipped in a closed sellable box. Shoe boxes with openings of any kind must be polybagged. • A polybag is not required if the shoe is shipped in a closed, sellable box with a UPC. • Cartons cannot exceed the maximum dimensions or weight.
Soft Home: Towels/Bath Rugs/ Tablecloths/Napkins	<ul style="list-style-type: none"> • All merchandise must be individually polybagged with a UPC barcoded sticker on the outside of the polybag. • If merchandise is sold as a set, all pieces must be included and fit in the polybag. • Rugs should not be shipped on a hanger; instead rugs should be flat folded in a polybag.
Soft Home: Bedding	<ul style="list-style-type: none"> • Additional packaging is not required for any merchandise shipped in fully enclosed retail-ready vendor packaging with a UPC (ex. comforter set or sheet set in a vinyl bag). • If a product is not fully protected by vendor packaging (ex. banded fleece blanket), then the merchandise must be individually polybagged with a UPC Barcoded sticker on the outside of the polybag. • Comforters exceeding 18 inches in any dimension must be shipped in a reshippable individual carton.
Hard Home: Bath	<ul style="list-style-type: none"> • All bath accessories must be shipped in a protective inner box with adequate packaging to prevent breakage.
Cookware	<ul style="list-style-type: none"> • Additional packaging is not required for any merchandise shipped in fully enclosed retail-ready vendor packaging with a UPC (ex. boxed cookware set). • If a protective inner box is used to protect merchandise, then the protective inner box must have a UPC Barcoded Sticker. • Knives must be packaged for safety and shipped in a protective package or a box. No blades can be exposed. • Merchandise must be individually packaged by sellable unit, with all set components shipped in one polybag or box. Merchandise cannot be group wrapped (ex. three pans shrink wrapped together) unless it is sold as one item.

<p>Hardgoods (China, Dec Home, Crystal, Glassware & Trim/Holiday Decor)</p>	<ul style="list-style-type: none"> • All merchandise must be shipped in protective packaging and must not require any additional repackaging to prevent breakage. • Ornaments and Holiday Décor must be packaged in individual protective boxes with the necessary inner packaging within the box to protect the product. The protective inner box must have a UPC sticker. • All multi-piece items or sets must be packaged together in the same box (ex. the butter lid and dish must be in the same box) and labeled with a UPC barcoded sticker. • Additional packaging and/or labeling is not required for any merchandise shipped in fully enclosed retail-ready vendor packaging with a UPC.
<p>Tabletop</p>	<ul style="list-style-type: none"> • All merchandise must be shipped in protective packaging and must not require any repackaging to prevent breakage. • Components within sets must be packaged in a way to avoid breakage and damage during handling and transportation. Separators should be used to ensure individual pieces do not rub or make contact with each other during shipment. Cups must be positioned to adequately protect handles from breakage. • Additional packaging and/or labeling is not required for any merchandise shipped in fully enclosed retail-ready vendor packaging with a UPC.

6.6.5 Polybag Specifications

All eCommerce merchandise that is not packaged in a display box or container must be packaged in individual polybags containing the complete individual selling unit. Units sold as sets must be packed in the same polybag. Polybags must meet the following specifications:

- The polybag must be .9 mil to 1.5 mil in thickness and must be made of Polyethylene. Only clear plastic polybags may be used.
- Polybags thinner than 1 mil must contain the following caution statement printed on the polybag: “WARNING: TO AVOID DANGER OF SUFFOCATION KEEP AWAY FROM BABIES AND CHILDREN. DO NOT USE IN CRIBS, CARRAGES, OR PLAYPENS. THIS BAG IS NOT A TOY”.
- The polybag must be securely sealed either using a heat seal or tape to prevent merchandise from falling out of the bag.
- The polybag must not contain air holes, except for leather and suede items. These items should be covered with protection and shipped in polybags with air holes to allow the fabric to breathe.
- The polybag must fit the folded product with no more than 1” of excess space in the polybag on any side. For hanging product, the polybag should be sized to cover the entire garment and sealed on all sides. The polybag should be no longer than 6” below the garment.
- Recommended folding standards for apparel can be found in Appendix G.

6.6.6 UPC Barcoded Sticker Requirements

The UPC Barcoded Sticker is required to have the following information:

- Item # = Vendor UPC number
- Color = Vendor color description
- Size /description abbreviation = Vendor Size / description
- Vendor UPC barcode: min. height of barcode is 9mm (.35”) and must be scannable
- Sticker size: no smaller than 2” wide by 2” high
- Sticker printing: printed in non-smearable black ink on a white background
- Must be placed in the middle of the longest side of the polybag or in the middle of the longest scannable side of a box
- Please note that even if the UPC ticket/tag is visible through the polybag, a barcoded sticker must be on the outside of the polybag.

UPC Barcoded Sticker Example

Women’s	Hard Goods	Sheets/Comforters
<p>652383707146 Red</p> <p>6</p> <p>MISSY</p>  <p>652383707146</p>	<p>652383707146 Red</p> <p>MIXER</p>  <p>652383707146</p>	<p>652383707146 Red</p> <p>TWN FLT</p>  <p>652383707146</p>

Code Symbology	UPC- A 12
Number of Characters	12
Narrow Bar/ Space Width	.25mm (10mil)
Bar Height	9 mm (.35”)
Bar Code location on polybagged or boxed product	Middle of longest side

6.7 Fine Jewellery Ticketing & Packing Requirements

Fine Jewellery departments are as follows: 537, 538, 539, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 557, 558, 559.

- Vendors are to use Data 2 or the assigned Belk ticket supplier to provide Belk approved fine jewelry merchandise pricing tickets. Fine Jewelry merchandise tickets are to be blue in color.

Please refer to the instructions sent from the buying team on where to place the merchandise tag on the product. The tag must be attached to the product.

- All Fine Jewelry orders should be shipped to the Belk Ridgeland Distribution Center.
- Fine jewelry must be packaged to protect the product.
- Do not ship merchandise worth more than \$50,000 at cost to Belk in any single package / box. If your shipment is more than \$50,000 at cost, please split into multiple boxes as necessary so that no one box exceeds \$50,000.
- Do not exceed the daily maximum value of \$200,000 at cost for shipments on any given day.
- If a memo vendor has a signed contract between the vendor and Belk stating details other than those listed in this guide, the details of the contract between Belk and the vendor supersedes information listed in the Belk Vendor Guide.

6.8 Gift with Purchase (GWP) Packing Requirements

- UPC codes must be assigned to all gift with purchase (GWP) and purchase with purchase (PWP) merchandise. These codes must be included in the vendor UPC catalog and on all EDI documents.
- All GWP / PWP merchandise must have a UPC ticket or sticker attached to the item.
- For eCommerce orders all GWP/ PWP merchandise must be in an individual polybag or box with a UPC barcoded sticker on the outside.

6.9 Supplier Direct Fulfillment Packaging Requirements

Supplier Direct Fulfillment program orders should follow the SDF Vendor Participant policies available on the Belk website at www.Belk.com under vendor information.

Section Seven: Shipment Preparations

7.1 Carton Packing Requirements

All merchandise must be packed in conveyable cartons for shipment to Belk.

- Do not use plastic bags as the external shipping container. Do not use hanger packs (except Men's and Women's Suits and Sportcoats).
- Use a shipping carton that fits the merchandise. Merchandise should be packed 1/4 inch below the top of the carton and 1/8 inch from the sides of the carton. Cartons should be large enough to allow hangers to lie squarely in the carton.
- Each carton must contain merchandise for only one purchase order and only one store destination. All the pack components must be shipped in a single carton.
- Lay garments lengthwise and flat in the carton with the front side facing up.
- Where possible, use biodegradable and recyclable packing materials.
- Cartons should be securely sealed with tape. Do not band cartons together nor use banding to secure cartons. If cartons are secured with shrink wrap, it must not interfere with the GS1-128 label.
- Cartons should have a minimum strength of 32 ETC (edge test crush).
- All shipping cartons must be strong enough to withstand several further reshipments as individual cartons throughout the Belk supply chain.

7.2 Carton Dimensions

In order for cartons to efficiently move through Belk facilities, vendors must comply with the below dimensions and weight requirements. The below dimensions are what Belk considers as conveyable, any other sizes need to be pre-approved by the Belk Transportation Team. Note that the carton requirements are different for eCommerce / Store 888 orders.

ALL STORE ORDERS		
Dimension	Minimum	Maximum
Length	9"	42"
Width	9"	32"
Height	2"	36"
Weight	2 lbs	49 lbs

ALL ECOMMERCE ORDERS (STORE 888)		
Dimension	Minimum	Maximum
Length	9"	36"
Width	9"	24"
Height	4"	18"
Weight	2 lbs	49 lbs

7.3 Carton Markings

The standard VICS carton marking format is required on all cartons, see below for an example.



7.4 Carton Labels

All cartons shipped to Belk require a GS1-128 shipping carton label. The GS1-128 should be included in the ASN transmission and contain a human readable 20 digit code. Below is the format required.

FROM Good Time Supplier 1155 Battery St. San Francisco, CA 94111	TO BELK DIST. CENTER #737 120 BELK COURT BLYTHEWOOD, S.C. 29016
SHIP TO POST (420) 29016 	CARRIER BEST FREIGHT PRO: 2895769860 B/L: 853930
PO: 122639706 DEPT: 827 FOB: SHOES	
FOR (91) 0074 	MARK FOR: 0074
SSCC-18 (00) 0 0052177 513895717 2 	

- The vendor is responsible for ensuring that the GS1-128 tickets are able to be scanned.
- Labels must be a minimum of 6 inches high and 4 inches wide.
- FOB categories are as follows: Womens, Mens, Shoes, Kids, Home, and Center Core. If unsure of the correct FOB, confirm with the Belk buyer.
- 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.
- On the longest side of the carton, place the carton label in the lower right corner two (2) inches from the right side and bottom of the carton. Place the label on top of cartons under 4" in height. If the longest side of the carton is too short for the entire GS1-128 label to fit, put label on longest side and fold over the top of the carton.
- If merchandise is to be displayed on the sales floor in the carton in which it is packaged, the GS1-128 label should not interfere with or cover the product information contained on the carton.
- Each carton label must be affixed to the carton in such a manner to withstand the normal in-transit wear and tear.
- Vendors are to put a colored sticker, colored piece of tape, or colored marking on the top of all cartons. Stickers should be applied according to the color guidelines below by product category:
 - White - Accessories/Jewelry / Other Center Core
 - Red - Womens
 - Orange - Home
 - Yellow – Kids

- Green – Shoes
- Light Blue – Mens
- Purple - Intimates
- Black – Cosmetics and Fragrances

7.5 Material Restrictions

Do not use excessive packing materials inside the carton (cardboard, air pillows, inserts, foam pieces) and be environmentally conscious of how merchandise is packed.

- Packing peanuts are not allowed.
- Cardboard inserts are acceptable.
- Do not band the outside of the carton. No bands of straps of any kind are allowed.
- Shrink wrap around cartons is ok, but it cannot interfere with the GS1-128 label.

7.6 Use of Pallets

All Belk shipments are required to be floor loaded, secured, and stacked high and tight to maximize trailer utilization.

- Belk policy prohibits the use of pallets unless prior written authorization is given by Belk Transportation Services for each shipment that is going to be shipping on pallets. If a pallet approval is obtained, the vendor must state the pallet weight separately on the BOL and indicate the number of pallets that are shipping.
- All shipments must be routed into the Belk Transportation Management System (TMS) excluding any potential pallet weight.
- To receive approval to ship on pallets, please email Transportation_Services@Belk.com.
- The vendor is still held to the Shipper Load and Count (SLC) standards and will be responsible for shortages on pallets noted with carton count Said to Contain (STC) in a shrink-wrapped pallet. This policy applies to all modes of transport.

Section Eight: Shipping Standards

8.1 Ship Date Expectations

The purchase order provides a shipping window with a not before date and a not after / cancel date. Vendors are to ship all orders within the designated window. If vendor cannot ship within the designated ship window, then it is the vendor's responsibility to reach out to the Buyer for an extension on their purchase order shipping window, prior to shipping. Vendors will face a chargeback if the order is not shipped within the ship window on the purchase order.

8.2 ASN Standards

Accurate ASN information must be transmitted at the time the shipment is picked up by the carrier, or the vendor is subject to a chargeback. Belk's ASN process considers its internal EDI batch schedule. Vendors will not face a chargeback long as ASNs are transmitted at the time the shipment is picked up by the carrier. The ship date for all Belk documentation and compliance will be the ship date on the ASN, regardless of the physical/ actual ship date.

8.3 Ship Once and Complete

All purchase orders are to be shipped complete with no more than one shipment made against a specific purchase order per destination DC. The purchase order is expected to be shipped complete in one shipment. Non-compliance will incur a chargeback.

8.4 No Shipments on the Same or Consecutive Business Days

Vendors are to plan and consolidate shipments so that there are not more than one shipment made from the same shipping point/address on the same day or on consecutive business days within any given calendar week (Saturday to Saturday). Non-compliance will incur a chargeback.

8.5 Shipment of Hazardous Materials

Vendors must reach out to Transportation_Services@Belk.com to alert the Belk Transportation department that a shipment with hazardous materials is on the way. Vendors are expected to know industry standards for shipping hazardous materials.

8.6 Shipment of Fixtures

When shipping display fixtures to Belk, the same conveyable carton size limitations in section 7.2 will apply. If the carton for the fixture exceeds the maximum dimension or weight, the chargeback for an oversized carton will still apply. In addition, fixture shipments that fall outside of these size/weight constraints must be pre-approved by Belk Transportation department via email. To receive approval to ship, send the below information to Transportation_Services@Belk.com and vendor will be notified of approval status within 1-2 business days.

- Expected ship date.
- Origin location (city, state, zip).
- Carton/ fixture dimensions and weight.
- Total fixture quantity by destination DC.
- Expected number of pallets and or truckloads.
- Belk shipment number (if already routed into TMS).

8.7 Pre-Paid Shipments

Vendors do not need to route any pre-paid shipments in TMS. Dropping off the delivery trailer does not require an appointment at the DC. If vendor is using a live unload process, please follow the instructions below.

Each Belk DC has a limited number of live unload appointments available each working day that can be reserved. Please send a request for an appointment to one of the following email addresses:

Blythewood, SC – 737ApptRequests@belk.com

Jackson (Byram), MS – 744ApptRequests@belk.com

When requesting an appointment, please provide the following:

- Carton count
- List of purchase order numbers
- Delivery date and time

- ASN

Note: During some peak periods these limited appointments are filled more than a week in advance, so dropping the container with chassis is also permitted. Palletized shipments of 200 cartons or less may be dropped off at the Express Dock without an appointment.

8.8 Port of Entry Shipments

Belk does not currently support any Port of Entry Shipments. The vendor must be prepared to ship prepaid all the way to the proper DC. The vendor would be responsible for landing the container, clearing customs, draying, and transporting the container to the proper Belk DC for unloading. The vendor must bear all risks associated with the container, including delay, loss, damage, and demurrage.

8.9 Bill of Lading (BOL) Requirements

All Bills of Lading must include the following information: total carton count, total weight, total cube, pallet weight and count (if previous written approval has been provided) along with notation of “palletized for carrier convenience”, Shipment ID number, Load ID number, NMFC item number and applicable class, and number of cartons shipping on each purchase order.

- The BOL number presented with the physical shipment must be the exact BOL number reflected in all EDI documents.
- A BOL must accompany all shipments to include the supplemental pages and must contain a list of all valid purchase order numbers within the shipment. If any shipment arrives at a Belk facility without the BOL and without a complete list of all purchase order numbers and the respective carton quantity for each within the shipment, Belk will request from the vendor a copy of the BOL to include all supplemental pages with purchase order numbers.
- Vendors are required to record their correct Shipment ID number and Load ID number on their BOLs – Master as well as Supplemental. Missing or erroneous shipment ID numbers on the BOLs may result in a chargeback.

Section Nine: Routing Guide

9.1 TMS and TMS Vendor Set Up

Vendor merchandise shipments must be routed to Belk distribution facilities through an online transportation management system (TMS). To get set up in TMS, send an e-mail to Transportation_Services@Belk.com. The vendor will be provided with the URL address and a login ID and password where the vendor can view purchase orders, route shipments, and review routing instructions for shipments already assigned to a carrier.

9.2 Routing Instructions

Routing requests must be submitted no less than two business days prior to the expected ship date. All requests submitted after 8:30 am EST will be considered received the next business day. For example:

- If shipment has an expected ship date of Monday, TMS entry must be submitted no later than 8:30 am EST on the Thursday beforehand.
- If shipment has an expected ship date of Thursday, TMS entry must be submitted no later than 8:30 am EST on the Tuesday beforehand.

- Freight must be submitted for routing in truckload quantities (up to 3,500 cubic feet or 42,000 lbs each) and separated by destination DC. There should only be one Shipment ID number per truckload. For less than truckload quantities, do not create / route more than one shipment shipping on the same day, or on consecutive business days, to the same DC. All POs must be consolidated into one shipment per DC.
- If a vendor has more than 7 full truckloads to ship in a single day, please notify Transportation_Services@Belk.com for scheduling instructions. The transportation team may need to make alternate arrangements for a pick-up of this size and must be notified.
- Requested pickup dates must be on normal business days only – Monday through Friday, at least 1 business day prior to the earliest purchase order cancel date. Purchase orders with Saturday cancel dates must be requested for pickup on Thursday, and routed by 8:30am EST on Tuesday.
- Merchandise must be shipped to distribution center locations based on the designated "Store Receiving Locations" available on www.Belk.com under vendor resources. If there are questions about shipping locations or shipping practices, please send an e-mail to Transportation_Services@Belk.com. Shipments sent directly to a Belk store are not permitted unless approved in writing by the Belk transportation team and the Belk Buyer. Shipments to the wrong distribution center will be subject to a chargeback.
- Once the vendor has received routing instructions, it is the vendor's responsibility to schedule a pickup appointment with the Belk assigned freight carrier immediately. Any problems with carrier pick up should be reported to Transportation_Services@Belk.com.
- Shipments routed through consolidation points will require an additional pick up request. The request for pick up from the consolidator should be placed immediately after routing has been received from Belk Transportation. The consolidator will require 48 hours notice prior to pick up request date to secure pickup capacity.
- FedEx Ground shipments must be shipped using the "FedEx Collect" program. FedEx Collect is a payment method provided to a FedEx customer in which the consignee has agreed to pay all of the shipping charges associated with a specific shipment. Vendors must ship the package using vendor's FedEx account number and then the charge will be reversed to Belk upon receipt of the carton. In addition, the reference field of every carton must contain the Shipment ID (SID) number supplied to you by the Belk Transportation Management system. Omission of the Shipment ID# will result in a chargeback.
- Although the Belk TMS system provides purchase order verification, it is the sole responsibility of the vendor/shipper to correctly submit the date shipment will be available and provide accurate purchase order numbers in the TMS system.
- All e-mail correspondence concerning the routing of shipments to Belk should be sent to Transportation_Services@Belk.com. Routing instructions provided by the Belk transportation team supersede any default settings found in the transmitted purchase order.
- It is the vendor's responsibility to contact their Belk buyer for a purchase order extension if any transportation issues cause shipment to pick up after the earliest purchase order cancel date. Late shipment charges will apply unless the vendor has received a revised purchase order with an extended cancel date.

9.3 Routing Shipment Changes

Requests for changes must be sent on the Belk Shipment Change Request form, via email to Transportation_Services@Belk.com prior to 2pm EST the day prior to pick up. The form is available on the TMS portal under the vendor dashboard. If a quantity change results in a mode change, the request may be denied. The maximum number of purchase orders that may be added to a shipment is 8. Changes are only allowed one time for a given shipment.

9.4 Transportation Vendor Expense Sharing

To maintain competitive freight costs, Belk requires all vendors to ship to Belk distribution centers from the nearest vendor distribution point. Due to the higher freight costs of shipping across the country, Belk will share the higher freight expense of shipping to Belk from any point west of the Mississippi River or outside of the 48 contiguous states by charging the vendor 50% of the total freight bill.

In addition, Belk utilizes a freight consolidator in certain areas of the United States to minimize freight costs. Belk encourages all vendors to consolidate shipments as much as possible from the origination point. If, however the vendor's shipment is routed through a consolidator, Belk will share the higher consolidation cost with the vendor by charging the vendor 100% of the consolidation cost while Belk pays for the full freight cost from the consolidation point to the Belk distribution center.

Both of these expense sharing charges will be listed on the payment remittance as a freight chargeback deduction.

Section Ten: Returns to Vendor

10.1 Damaged Merchandise

Damage allowances will be taken off invoice per the vendor's agreement with the Belk merchandising team. If there is not a damage allowance as part of the vendor agreement, then damaged merchandise will be returned to the vendor and freight charges will be assessed.

10.2 Defective Merchandise

Merchandise that is deemed to be sub-standard and / or not according to the product specification agreed upon with the Buyer will be returned to the vendor and inbound and outbound freight charges along with a chargeback will be assessed.

10.3 Unsold Merchandise

Seasonal and stock adjustment returns will be determined by the Belk merchandising team and negotiated with the vendor on an as needed basis.

Section Eleven: Accounts Payable

11.1 Invoices

Invoices should be submitted via the EDI 810 document. The Belk EDI 810 invoice must be consolidated by Belk distribution centers, one invoice per DC location per purchase order.

- If not already certified for EDI invoicing, do not begin transmitting the EDI 810 document until the testing process is complete.
- Invoices must include the vendor UPC number. If the purchase order is for a pre-pack, then the pre-pack UPC should be on the invoice, not the component UPCs.
- Original invoices should be transmitted by EDI. Do not send copies, screen prints, or duplicate invoices unless requested. Do not send order confirmations, packing slips, or BOL to the A/P center.
- The Belk A/P Center does not pay freight charges listed on merchandise invoices. For collect shipments, freight charges placed on the merchandise invoice will be charged back in total, along with expense offsets.

11.2 Terms and Conditions of Payment

Vendors will be paid according to the terms agreed upon with the Belk merchandising team.

- 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, 2017 would have a payment due date of May 10, 2017). In addition, Belk selects the most beneficial payment terms based on the terms contained on the master file, on the purchase order, or on the vendor's invoice.
- Memo vendors should not send Belk merchandise invoices for Memo merchandise. One week after each fiscal month, the memo vendor will receive a sales report from Belk accounts payable showing by SKU all memo merchandise sold, net returns, for the period covered in the report. Memo vendors are paid weekly based on the negotiated terms with the Buyer.

11.3 Accounts Payable Vendor Web Portal

The Belk vendor portal can be found at <https://VendorInfo.Belk.com> . The vendor web portal should be used as the primary source to answer all chargeback and payment inquiries. The portal will provide important vendor information including check information, details of current trial balance, the status of an invoice, vendor adjustments, return packing slips along with tracking information, and all chargeback deductions. The portal requires a 12-digit account number to log in, please contact VCG@Belk.com to be set up for access.

Section Twelve: Vendor Compliance

12.1 Chargeback Table

CODE	CHARGE DESCRIPTION	CHARGE
PRODUCT INFORMATION		
50	GXS item set up not completed 2 weeks prior to Belk order deadline	\$10 per SKU
50	Incorrect NRF color and / or size code used	\$10 per SKU
50	UPC number recycled earlier than allowed	\$10 per SKU
50	GXS item / pre-pack set up information (including UPC number) changed after order entry	\$10 per SKU
50	GXS extended attributes not entered 8 weeks prior to ship	\$10 per SKU
49	Sample or image not received 8 weeks prior to ship	\$250 per sample / image
PURCHASE ORDER SHIPMENTS		
82	No order on file / Shipped without a valid PO	\$25 per store per PO + full cost of merchandise not on order
96	Store not on PO	\$25 per store per PO + full cost of merchandise not on order
88	Not ordered / substituted SKU shipped	\$25 per store per PO + full cost of not ordered / substituted quantity
90	Shipped early	\$25 per store per PO + 5% unit cost per unit
97	Shipped past cancel	\$25 per store per PO + 5% unit cost per unit
89	Quantity received in excess of quantity ordered	\$25 per store per PO + full unit cost of overage quantity
48	PO not shipped once and complete	\$500 per PO per occurrence of additional shipments on same PO
EDI / ASN INFORMATION		
75	Missing / unusable / incorrect ASN	\$10 per carton
36	Late ASN transmission	\$10 per carton
29	Inaccurate quantity on ASN	\$10 per carton
67	Inaccurate SKU on ASN	\$10 per SKU
PRODUCT PREPARATION		
80	Missing / incorrect / unscannable UPC ticket or incorrect ticket placement	\$25 per store per PO + \$.50 per unit
81	Missing /wrong retail	\$25 per store per PO + \$.25 per unit
84	Missing or unacceptable hanger / sizer	\$25 per store per PO + \$.50 per unit

46	Missing size strip tape or sticker	\$25 per store per PO + \$.10 per unit
ECOMMERCE PRODUCT PREPARATION		
52	eCommerce packaged incorrectly (missing polybag, missing label, or does not follow dept. specific directions)	\$250 per PO + \$1 per unit
53	eCommerce product shipped on hanger	\$250 per PO + \$1 per unit
55	eCommerce product not shipped in single SKU carton where required	\$250 per PO + \$.50 per unit
57	eCommerce product not shipped in reshippable single unit packaging as required	\$500 per PO + \$10 per unit
54	eCommerce product shipped in carton outside of minimum / maximum requirements	\$250 per PO + \$50 per carton
SDF		
51	SDF merchandise confirmed, shipped, or cancelled outside of SLA	\$25 per order
51	SDF failure to meet credit memo requirements for customer returns	\$25 per order
51	SDF vendor failure to respond to service requests within 1 business day	\$25 per occurrence
47	SDF shipment information missing or incorrect in Commerce Hub	\$15 per occurrence + total freight cost
47	SDF vendor failure to use approved shipping method and/or carrier	\$15 per occurrence + total freight cost
CARTON PREPARATION		
35	Cartons do not meet minimum / maximum conveyable dimensions or weight	\$50 per carton
56	Carton not packed by store or by PO	\$75 per carton
85	Missing / unscannable GS1-128 carton label or missing info on carton label	\$50 per carton
45	Missing carton color code label	\$25 per store per PO + \$.25 per carton
58	Excessive packing materials used (peanuts, bands, straps) or insufficient packaging on breakable merchandise	\$20 per carton
SHIPPING AND TRANSPORTATION		
93	Unauthorized shipment or unauthorized carrier used	\$500 handling + full freight invoice amount
95	Shipped to wrong location	\$250 handling + \$10 per carton
92	Shipments made on consecutive business days <u>or</u> routing requests received for two or more shipments less than 3500cuft for same pick up date (failure to consolidate)	\$250 handling + full freight invoice amount
73	Inaccurate cube, weight, carton count, or PO#s listed on routing request	\$250 handling + full freight invoice amount

59	Missing shipment ID in Fed Ex reference field	\$250 handling + full freight invoice amount
74	Unauthorized pallet shipment	\$250 handling + full freight invoice amount
72	Routing request received after 8:30 am 2 business days prior to requested ship date	\$250 per routing request
79	BOL missing or missing required information	\$250 per Bill of Lading
76	Expense sharing of 50% freight cost for shipments originating west of the Mississippi	50% of full freight invoice amount
77	Expense sharing of consolidation costs	100% of consolidation charge from consolidator
27	Freight not available for pickup at confirmed appointment time	\$250 per missed appointment time
94	Carrier assessorial fees including detention, cancelled shipment, shipment discrepancies with BOL	\$50 handling + full amount of fees assessed
94	Other transportation charges	Charges assessed by incident
INVOICES AND ACCOUNTS PAYABLE		
34	Invoice not sent via EDI 810	\$50 per invoice
40	Invoice not consolidated	\$25 per invoice
40	Invoice missing required information or contains inaccurate information	\$25 per invoice
CHARGEBACK INQUIRIES		
25	Information requested that is available on Web Portal	\$50 per item / claim number

12.2 Chargeback Inquires and Disputes

Chargeback inquiry questions should be sent to Vendor_Compliance@Belk.com. The email will be acknowledged within 48 hours, but it may take up to 30 day to receive a response. Please note that Belk answer all inquiries on a first come, first serve basis. Any request for information that is available on the vendor web portal will incur a chargeback of \$50 per item per claim number to be researched. All vendor chargeback inquiries and disputes must be made within 6 months of shipment.

12.3 Chargeback Dispute Requirements

To dispute a chargeback, the dispute must include the following information in the email to Vendor_Compliance@Belk.com:

- Vendor name and number
- Purchase order number
- Debit memo number or invoice number
- Ship date

- Documentation and detailed explanation supporting dispute
- Contact name and number

Section Thirteen: Key Contact Information

13.1 Belk Contact Information

CONTACT GROUP	EMAIL
Vendor Onboarding and Questions	VendorRelations@Belk.com
Supplier Direct Fulfillment Onboarding and Questions	SDFVendorCare@Belk.com
Transportation and Routing Questions	Transportation_Services@Belk.com
Vendor Compliance / Chargeback Questions	Vendor_Compliance@Belk.com
Vendor Communication / Requirement Questions	VendorCommunication@Belk.com
ASN Questions	ASN@Belk.com
EDI Questions	EDI@Belk.com
Accounts Payable Issues	AP_Correspondence@Belk.com
Debit Balance Inquires	Debit_Balance@Belk.com
UPC Ticket Information	BSS_ICG@Belk.com
Vendor Address / Information Maintenance	VCG@Belk.com

Belk Mailing Address:

2801 W. Tyvola Road
Charlotte, NC 28217

MSDS for all Cosmetic/Fragrance Mailing Address:

Jonesville Fulfillment Center
Attn: BFC Loss Prevention
3805 Furman L Fendley Hwy
Jonesville, SC 29353

13.2 Belk Recommended Vendors

GS1

<http://www.gs1us.org/get-started/im-new-to-gs1-us>

GXS-OPEN TEXT UPC Catalog / NRF color and size standards

GXS-Open Text, Inc. 1400 Marina Way South Richmond, CA 94804
(877) 446-6847 National Retail Federation
701 Pennsylvania Ave. N.W. Ste 710
Washington, DC. 20004
(202) 783-7971

Merchandise Ticket Recommended Vendors

Avery Dennison

WFL Packaging

Appendix A: Belk Private Brand Code of Conduct

It is important that Belk Private Brands place business on behalf of its consumers and stockholders with vendors and supply chain partners whose practices are compatible with Belk's brand values. Therefore, in accordance with these values the Belk Private Brands Code of Conduct aims to achieve compliance with certain social, legal, human rights, and environmental standards. By signing the Belk Private Brands Code of Conduct companies are, within their scope of influence, committed to acknowledge the social, legal, human rights and environmental standards laid down in this Code and take appropriate measures within their company policy for their implementation and compliance. Supplier companies, in addition, must ensure that the Code of Conduct is also observed within their own supply chains involved in production processes carried out on behalf of Belk.

This Code of Conduct outlines the basic requirements that all Belk Private Brand Supply Chain partners must meet in order to do business or continue to do business with Belk Private Brands.

Human Rights

Legal Compliance: Belk suppliers must comply with all applicable local laws and regulations, industry highest standards, Belk Code of Conduct specific requirements and any other relevant statutory requirements whichever requirements are more stringent. This not only includes compliance with the Code of Conduct but also compliance with the terms and conditions of purchase orders issued by or on behalf of Belk Private Brands which apply to the importation into the United States of products sourced by or for Belk Private Brands. Special attention shall be paid to those regulations governing country of origin, quota, tariff classification, marking and special trade programs allowing duty-free or reduced duty treatment for good (e.g.: Generalized System of Preferences, NAFTA, etc.)

Freedom of Association and Collective Bargaining: Suppliers must respect the rights of employees to lawfully and peacefully join organizations and associations or not to associate with groups of their choosing and bargain collectively as long as such groups and activities are legal in the country where merchandise is manufactured. Workers shall not be subject to intimidation or harassment in the peaceful exercise of their legal right to join or refrain from joining an organization.

Prohibition of Discrimination: Belk suppliers shall not discriminate against workers on the basis of race, religion, beliefs, gender, marital or maternal status, age, political affiliation or opinions, national origin, disability, sexual orientation or other basis not directly impacting on a worker's individual skills and ability to perform the job. No discrimination shall be tolerated in hiring, remuneration, access to training, promotion, termination or retirement.

Compensation: Belk suppliers shall pay wages for regular working hours and overtime hours that meet or exceed legal minimums and/or industry standards. In situations in which the legal minimum wage and/or industry standards do not cover living expenses and provide some additional disposable income, supplier companies are further encouraged to provide their employees with adequate compensation to meet these needs. Deductions from wages as a disciplinary measure are illegal, unless this is permitted by national law and a freely negotiated collective bargaining agreement is in force. Supplier companies shall ensure that wage and benefits composition are detailed clearly and regularly for workers; the supplier company shall also ensure that wages and benefits are rendered in full compliance with all applicable laws and that remuneration is rendered in a manner convenient to workers. All overtime shall be reimbursed at a premium rate as defined by national law. In countries where a premium rate for overtime is not regulated by law or a collective bargaining agreement, personnel shall be compensated for overtime at a premium rate or equal to prevailing industry standards.

Working Hours, Wages & Benefits: Belk suppliers shall conform with applicable national laws and industry standards for working hours, compensation, benefits and overtime compensation. Workers shall not on a regular basis be required to exceed the maximum allowable 60 hours per week, including overtime. Studies of business practices link worker strain to reduced productivity, increased turnover and increased injury and illness. Workweeks are not to exceed the maximum set by local law or be more than 60 hours per week, including overtime, whichever is less, except in emergency or unusual situations. Workers shall be allowed at least one day off per seven-day week. Overtime hours shall be worked solely on a voluntary basis. In cases where overtime work is needed in order to meet short-term business demand and the company is party to a collective bargaining agreement the company may freely negotiate with worker organizations representing a significant portion of its workforce, the company may require such overtime work in accordance with such agreements.

Workplace and Worker Health and Safety: Belk suppliers shall ensure compliance with applicable laws and regulations relating to health and safety issues including classification, work place risk analysis, reporting and inspections by authorities. The company shall provide a safe and healthy workplace environment and shall take effective steps to prevent potential accidents and injury to workers' health arising out of, associated with, or occurring in the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the workplace environment, and bearing in mind the prevailing knowledge of the industry and of any specific hazards. The supplier company shall document and complete required corrective actions from such inspections within the set timeframe. The supplier company must establish and follow a clear set of regulations and procedures regarding occupational health and safety, especially the provision and use of personal protective equipment, access to clean toilet facilities, access to potable water and if appropriate, sanitary facilities for food storage shall be provided. The company shall ensure that any dormitory facilities provided for personnel are clean, safe, and meet the basic needs of the personnel. All personnel shall have the right to remove themselves for imminent serious dangers without seeking permission from the company.

Prohibition of Child Labor: Belk does not accept child labor. Suppliers must abide by the United Nations Convention of the Rights of the Child (1989) and comply with all relevant national and international laws, regulations and provisions applicable in the country of production or operation. Workers can be no less than 15 years old and not younger than the compulsory age to be in school. We will not utilize partners who use child labor in any of their facilities. The use of legitimate workplace apprenticeship programs, which comply with all laws and regulations, is supported. Workers under the age of 18 shall not perform work that is likely to jeopardize the health or safety of young workers. In the event that children are found to be working in situations which fit the definition of child labor above, the supplier company shall, within 45 days, establish, document, and execute policies and written procedures for remediation of the children found to be working.

Prohibition of Forced and Compulsory Labor: The Belk supplier shall not make use of any of the forms of forced, prison, bonded or any involuntary labor. Neither the company nor any entity supplying labor to the company shall withhold any part of any personnel's salary, benefits, property, or documents in orders to force such personnel to continue working for the company. Personnel shall have the right to leave the workplace premises after completing the standard workday, and be free to terminate their employment provided that give reasonable notice to their employer.

Neither the company nor any entity supplying labor to the company shall engage in or support trafficking in human beings. Suppliers shall abide by the California SB 657 Transparency in Supply Chains Act of 2010 and comply with all relevant national and international laws, regulations and provisions applicable in the country of production or operation. The company shall treat all personnel with dignity and respect. The company shall not engage in or tolerate the use of corporal punishment, mental or physical coercion.

Management Systems: Belk suppliers shall define and implement a policy for social and human rights accountability and the appropriate management systems shall be in place to ensure that the Belk Code of Conduct can be followed and is being followed. All supplier employees shall have access to this Code of Conduct. Management is responsible for the correct implementation and continuous improvement by taking corrective measure and periodic review of the Code of Conduct to all employees. Management shall also address employees' concerns of non-compliance with this Code of Conduct.

Prohibition of Conflict Minerals Usage: Belk suppliers shall not make use of any forms of gold, tin, tantalum or tungsten mined in the Democratic Republic of Congo (DRC) or its neighboring countries. Suppliers shall abide by Section 1502 of the Dodd-Frank Act required by the Securities and Exchange Commission (SEC), with best practices of having conflict mineral policies, due diligence frameworks and management systems consistent with the Organization for Economic Cooperation and Development (OECD) guidelines. Belk may request of its suppliers written evidence of this due diligence documentation, including formal certifications and policies.

Sustainability

Environmental Project Management: The Belk supplier shall have an environmental policy and monitoring plan with the support of an environmental management committee working to improve the supplier's environmental performance. Supplier must comply with all applicable local, U.S. and international laws, rules, regulations and standards including U.S. regulations prohibiting the use of ozone depleting chemicals (hydrochlorofluorocarbons) and the International Trade in Endangered Species of Wild Fauna and Flora, as listed in the United States Endangered Species Act of 1973; as well as any modifications or amendments to these laws, rule regulations and standards. While Belk may employ its sourcing agents and third party auditors to insure compliance with this Code of Conduct, the preliminary terms of implementation shall accept self-declaration to comply with these requirements.

Resource and Energy Management: The Belk supplier shall have as part of the oversight of their Environmental Project Management committee a policy of measuring and recording energy and resource consumption for all buildings and processes. Suppliers must comply with all applicable local, U.S. and international laws, rules, regulations and standards related to resource and energy consumption. Each supplier after one year of measuring and monitoring energy and resource consumption shall set targets for reductions annually.

Environment: Air, Noise, Water and Ground - The Belk supplier must meet or exceed minimum compliance with applicable laws and regulations relating to environmental protection including environmental classification, reporting and inspections by authorities. Outdoor Air & Noise pollution - The Belk supplier shall ensure compliance with applicable laws and regulations relating to emissions to the air and noise pollution and, if required, obtain the necessary permits and test reports. The Belk supplier shall ensure compliance with applicable laws and regulations relating to discharges to ground and water and, if required, obtain the necessary permits and test reports. The Belk supplier must ensure compliance with applicable laws and regulations regarding ground contamination. The Belk supplier shall investigate and assess the possible risks of ground contamination, due to previous or ongoing activities on the site. The Belk Supplier shall have practical plans in place to reduce the environmental impact from production and operations.

Chemicals: The Belk supplier shall ensure compliance with applicable laws and classification regulations relating to purchasing, storing, handling, use, disposition and transportation of chemicals. The requirements are applicable for all chemicals used in production, operations and maintenance. The Belk supplier shall have documented procedures for the purchasing, storage, handling, use, and disposition of chemicals. The supplier shall have valid permits for all chemicals that are legally restricted or controlled and shall demonstrate compliance with these permits. The Belk supplier shall establish and

maintain an updated list of all chemicals, including the name of the chemical product, the purpose/area of use and a reference to an MSDS (Material Safety Data Sheets) used in production, operations and maintenance. The supplier shall ensure that workers that purchase, store or handle and use chemicals must have the right competence and adequate training before start work. Records of the training shall be kept by the Belk supplier including the names of participants, date of the training and an overview of the training content. The supplier shall ensure that chemicals are stored, handled and transported in a way that prevents emissions to air, ground and water, prevent risks of ignition/explosion and ensure workers health and safety. The supplier shall display applicable information regarding the risks and safe handling of chemical compounds and substances shall be displayed at storage areas and in operations areas where the chemical is used. The supplier shall ensure that chemicals are stored, handled and transported in a way that prevents emissions to air, ground and water, prevents risks of ignition/explosion and ensure workers health and safety. The supplier shall display applicable information regarding the risks and safe handling of chemical compounds and substances at storage areas and in operations areas where the chemical is used. The supplier shall properly label all containers of chemicals, including temporary containers, with appropriate danger symbols and chemical names to ensure that the contents are known and the potential risk minimized.

Hazardous and Non-Hazardous Waste: The Belk supplier shall ensure compliance with applicable laws and regulations relating to the handling, storage, transportation, recycling and disposing of hazardous and non-hazardous waste and if required obtain the necessary permits and demonstrate compliance with those permits. The Belk supplier shall establish and maintain a list of hazardous waste and non-hazardous waste in order to monitor the type and quantity that is generated. The list shall clearly show which type of waste is hazardous and which is not, and be continuously updated. The Belk supplier shall establish and implement a procedure for handling, storing, transporting and disposal of hazardous waste that prevents harmful emissions to air, ground and water, prevent risks of ignition/explosion and ensure workers health and safety. The Belk supplier shall ensure that workers handling hazardous waste have the right competence and are adequately trained. Records of training shall be kept by supplier. The Belk supplier shall store, handle and transport waste in a way that prevents contamination to air, ground and water, ensure workers health and safety and facilities recycling when possible. Contractors for transport, storage and final disposal of hazardous waste must be licensed according to applicable legislation. Hazardous waste shall not be land-filled or incinerated on-site. If non-hazardous waste is land filled or incinerated on-site all relevant legal requirements shall be fulfilled.

Fire Prevention: The Belk supplier shall ensure compliance with applicable laws and regulations relating to fire protection including fire classification, reporting, and inspections by the fire authorities. Corrective actions from such inspections shall be documented and completed within set timeframes. Supplier must document any fires and serious incidents that can cause a fire, including corrective and preventive actions. If required by law, a report shall be sent to the authorities. The supplier shall train an adequate number of workers to use the firefighting equipment in each work area, covering all shifts. The supplier shall keep records of the training including names of participants, dates of the training and an overview of the training content. The supplier shall make all workers aware of basic safety issues before starting work through introductory training. The supplier shall have the appropriate firefighting equipment. Placement and maximum distance between fire extinguishers shall comply with applicable laws and regulations and/or specific approvals from the fire authorities. The firefighting equipment shall be easily accessible and identifiable, also from a distance. It shall be maintained, kept unlocked and inspected at least every 12 months. Emergency exits and routes shall ensure a fast and safe evacuation of all workers. The Belk supplier shall, as a minimum, have two independent emergency exits per working area and ensure all emergency exits and access routes are free from obstruction. All emergency exits and routes shall be marked with luminescent or illuminated signs and shall be visible from the main aisles. There must be an independent and functioning evacuation alarm with continuous sound to notify

all workers about an emergency situation and to ensure a fast and safe evacuation of the facility(s). The alarm shall be able to be manually activated and shall after activation evoke a continuous signal by itself. The alarm button shall be clearly marked and function also during power-outages. The Belk supplier shall perform evacuation drills at least once in every 12 months. These drills shall involve all shifts and departments and as many workers as possible. In case of an activation, the Belk supplier shall ensure that designated persons are responsible for performing a head count to ensure all workers have evacuated the building. Records of evacuation drills shall be maintained.

Terms of Implementation

All Business Partners must post the Belk Code of Conduct in places in their factories readily accessible to workers, translated into the language of the workers and supervisors, and communicate these provisions to all workers. Business Partners shall take appropriate steps to ensure the provisions of this Code of Conduct are communicated to all workers. Upon employment, as part of worker orientation, the Code of Conduct shall be presented to workers and explained to them. From time to time business partners shall periodically review this Code of Conduct with workers. All suppliers are obliged to take the measures necessary to implement the BELK Code of Conduct:

Management Responsibilities:

- By informing management and suppliers about the content of the Belk Code of Conduct.
- By establishing where responsibility lies within the company's organization regarding Belk Code of Conduct issues.
- By appointing one or more management employees to be responsible for implementation of the Belk Code of Conduct.
- By monitoring company compliance with the Belk Code of Conduct and implementing necessary changes at its facilities.

Legal Requirements:

- By complying with all legal requirements applicable to the conduct of their respective businesses. This not only includes compliance with this Code of Conduct but also compliance with all applicable laws and the terms and conditions of purchase orders issued by or on behalf of Belk.
- By compliance with all laws and regulations of the United States Customs and Border Patrol, FDA (Food and Drug Administration) and all other governmental regulatory agency policies. Products that are manufactured for Belk must also be compliant to the CPSIA (Consumer Product Safety Improvement Act).
- By adherence to all requirements under Belk International's C-TPAT and ISA (Importer Self-Assessment) Program certifications.

Employee Awareness:

- By giving a statement of their support for the principles of the Belk Code of Conduct to their employees and by informing and instructing their employees and those of their subcontractors regarding the contents of the Belk Code of Conduct. The company must have the Belk Code of Conduct translated in its entirety into the appropriate local language(s) and have it displayed in a prominent position at its facility and other premises. Employees must also receive verbal orientation and information regarding Code of Conduct in a language that is understood.
- By regularly training employees in workplace safety and on the impact of their activity on society and the environment.

Record-keeping:

- By keeping records of names, ages, working hours and the wages paid to all employees and making those documents available to auditors and regulatory authorities on request.
- By documenting the location of dangerous materials and other potential hazards.
- By monitoring and maintaining safety equipment and materials.
- By keeping up to date documentation regarding relevant statutory requirements and regulations.

Complaints and Corrective Action:

- By appointing an employee responsible for handling complaints related to Belk issues.
- By documenting and investigating complaints from the employees or third parties related to Belk issues, and reporting on their substance and any necessary corrective measures arising from them.
- By making the resources available to implement necessary corrective measures.
- By refraining from dismissals or other disciplinary measures against employees who pass on information regarding compliance with the Belk Code of Conduct.

Suppliers and Sub-Contractors:

- By making the introduction of social standards and compliance with the Belk Code of Conduct a condition of all contracts into which it enters with suppliers.
- By asking suppliers to report regularly about their progress in implementing the Belk Code of Conduct.

Monitoring:

- By providing Belk representatives with relevant information about their activities and all production sites.
- By allowing inspections and audits of their business premises and activities and those of their subcontractors to be carried out at any time with or without prior notice by Belk representatives or representatives acting on behalf of Belk.

Consequences of Non-Compliance: Suppliers must apply these principles at all times. However, if a supplier fails to meet the requirements of the Belk Code of Conduct Belk and/or representatives will work with the supplier to establish the necessary improvements (which improvements will be undertaken at the supplier's expense). We will also take action which may involve cancelling contracts and ceasing trade, if suppliers are not prepared to make appropriate changes. If no solutions can be agreed upon and implemented within a reasonable amount of time, Belk and/or representatives may choose to halt current production, cancel corresponding contracts, suspend future contracts and/or terminate the business relationship with the noncompliant supplier. If an audit reveals less than full compliance with the Belk Code of Conduct, the supplier must take the prescribed corrective actions without delay. The period of time the supplier has to implement corrective measures will be agreed upon with Belk and/or representatives and will correspond to the severity of the violation, but may not exceed twelve months. If a supplier excluded in the past on grounds of noncompliance can later show full compliance with the Belk Code of Conduct, there is, in principle no reason why a business relationship cannot be resumed (but Belk shall be under no obligation to resume such a relationship).

Declaration of Liability Regarding Compliance with the Belk Code of Conduct

The undersigned hereby confirm:

- Have received and understand the Belk Code of Conduct.
- Are aware of all relevant laws and regulations of the country or counties in which Belk operates.
- Will inform Belk or it's sourcing agent (including Li & Fung) on behalf of Belk in case of conflict between provisions of the Belk Code of Conduct and any applicable laws or regulations in countries of operation.
- Will observe and conform to the Belk Code of Conduct in its entirety based on a development oriented approach and without amendment or abrogation.
- Will inform all subcontractors of the contents and requirements of the Belk Code of Conduct, and that will require that the vendor comply with the provisions incorporated therein.
- That Belk's sourcing agents (including Li & Fung) and any organization acting on Belk's behalf may carry out audits with or without notice at business premises contractors and subcontractors at any time.

Furthermore: Notify Belk or its sourcing agents with which we work on behalf of Belk of the location of all business premises used for the production of goods and/or delivery of services for Belk or such sourcing agent on behalf of Belk. The vendor guarantees that the production of goods and/or delivery of services for Belk or it's sourcing agents on behalf of Belk is carried out exclusively at the locations that have indicated. The vendor understands that failure to inform Belk or its sourcing agents on behalf of Belk of the location where work for its products and/or services are carried out is adequate justification for the immediate and unconditional termination of all business and contractual relationships. The vendor will use the Belk Private Brands Code of Conduct for purposes relating to business and monitoring activities on behalf of Belk.

Appendix B: Terms and Conditions of Purchase Order

The following terms and conditions apply to all purchase orders issued by Belk for products ordered from any supplier (each, a "Purchase Order"). Belk is referred to below as "Purchaser" and supplier is referred to as "Vendor."

1. Vendor agrees that it will not ship merchandise under this Purchase Order earlier than the "Ship" date no 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, over-shipped, 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 as indicated on the Belk chargeback table or in the Belk vendor guide. If Purchaser elects to keep shipments shipped prior to the "Ship" date, terms will be computed from the "Ship" date shown here on. 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 as indicated on the Belk chargeback table or in the Belk vendor guide.
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 force majeure event otherwise affecting the premises of Purchaser or any force majeure event otherwise affecting 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 otherwise defective, 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 a charge as indicated on the Belk chargeback table or in the Belk vendor guide, 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. Vendor shall be responsible for including all applicable sales, use or excise taxes in its purchase price. In the event a statutory exemption applies, Belk shall be responsible for providing a valid exemption certificate to the vendor.

6. 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 (i) 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, and (ii) the Belk Code of Conduct.

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, losses, liabilities, and expenses (including reasonable attorneys' fees) 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 Vendor's manufacturer, sale, or export, or Purchaser's use, sale, or offering for sale, of any merchandise ordered hereunder;

(3) Purchaser's and Purchaser's customers' reliance upon the warranties set out in B, C, and D above; and

(4) Any gross negligence, willful misconduct, fraud, or violation of law by Vendor or any of its suppliers.

7. 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.

8. 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.

9. 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.

10. 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.

11. No modification of or addition to these terms and condition shall be effected by any course of dealing or usage of trade, or acceptance or acknowledgement by Vendor of any Purchase Order or other form submitted by Vendor containing additional or different terms or conditions. Purchaser and Vendor may only modify these terms and conditions by a clear and conspicuous written amendment or agreement signed by both parties that expressly states the intent of the parties to modify these terms and conditions.

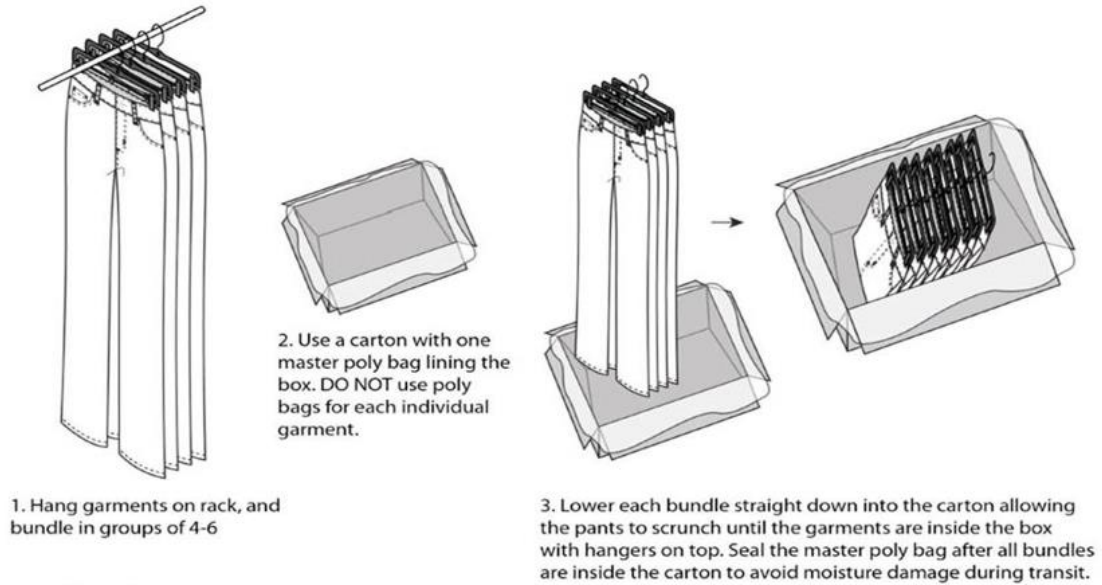
12. This agreement shall be controlled, construed, and enforced in accordance with the laws of the State of North Carolina. Purchaser and Vendor hereby consent to the jurisdiction of the federal and state courts in Mecklenburg County, North Carolina, in connection with any dispute between the parties hereto and each waives any objection based on improper or inconvenient venue.

Appendix C: Hanger Instructions and Types by Category

DEPARTMENT	INSTRUCTIONS AND HANGER TYPES
Mens, Womens, and Kids Sweaters and Knit Tops	Do not hang if it will damage the merchandise. Instead, place hangers in carton with the merchandise. (This is an exception.)
Mens, Womens, and Kids (6X+) Coordinates or Sets	Use a combination of top and bottom hangers for all 2-pc sets
Womens Plus Tops and Dresses Big and Tall Mens Tops	19" Top Hanger: VICS Style 479
Womens and Juniors Dresses, Blouses, Woven Tops, Robes, Sleepwear, Jackets, 1-pc Swimwear Mens and Young Mens Tops, Robes, Sleepwear, Jackets	17" Top Hanger: VICS Style 484
Womens and Juniors Pants, Skirts, Shorts, 2-pc Swimwear Mens and Young Mens Pants and shorts	10" Bottom Hanger: VICS Style 6010
Mens and Womens Outerwear Coats and Jackets	17" Coat Hanger: VICS Style 3329
Intimate Apparel	Use clear plastic, molded hook bra & panty hanger in common use today or as per current agreement.
Young Mens Pants and Shorts	12"/14" Bottom Hanger: VICS Style 6012/6014
Mens Sports Coats and Suits	Use wishbone style mahogany colored wood or black plastic hanger with pant bar, if needed, or as per current agreement.
Infants, Toddlers, Kids (to Girls 6x and Boys 7) Coordinates or Sets	Use white plastic, molded hook, frame hanger in common use today or as per current agreement.
Infants, Toddlers, Kids (to Girls 6x and Boys 7) Separates	Use white plastic, molded hook hanger in common use today or as per current agreement.
Kids Dresses, Blouses, Woven Tops, Robes, Sleepwear, Jackets, 1-pc Swimwear, Lightweight Outerwear	12" Top Hanger: VICS Style 498
Kids To be used when the 12" Top Hanger is too small	15" Top Hanger: VICS Style 472
Kids Pants, Skirts, Shorts, 2-pc Swimwear	8"/10" Bottom Hanger: VICS Style 6008/6010
Kids Outerwear	15" Coat Hanger: VICS Style 3316

Appendix D: Example of Store Packing

Please see the below example of how to pack items for store orders correctly. All orders are for stores unless designated as eCommerce / Store 888 on the purchase order.



Appendix E: eCommerce Flat and Hanging Guide

CATEGORY	PRODUCTS	STANDARD
Mens and Womens Suits	<ul style="list-style-type: none"> Suits Suit Separates Jackets Sport Coats and Blazers 	HANG
Womens Special Occasion Dresses	<ul style="list-style-type: none"> Cocktail Formal Bridal Prom Fabrics include organza, satin, tulle, sateen, mesh, and / or sequins 	HANG
Girls and Toddlers Special Occasion Dresses	<ul style="list-style-type: none"> All Special Occasion dresses with bows, appliques, ruffles, etc. Fabrics include organza, satin, tulle, sateen, mesh, and / or sequins 	HANG
Mens and Womens Dress Outerwear	<ul style="list-style-type: none"> Materials include leather, Fur, Cashmere, Suede 	HANG
Mens and Womens Dress Outerwear	<ul style="list-style-type: none"> Topcoats Peacoats 	FLAT
Mens and Womens Casual Outerwear	<ul style="list-style-type: none"> Active Fleece Puffer Coats and Jackets Soft Shell Denim Rainwear 	FLAT
Mens, Womens, and Kids All Other Apparel	<ul style="list-style-type: none"> Activewear Dresses Sweaters, Hoodies and Fleece Sleepwear and Robes Bras, Panties, and Lingerie Swimwear Outerwear Jeans, Pants, Shorts, and Capris Casual, Polo, and Dress shirts Skirts All non-occasion Baby and Kid's apparel All other apparel items not designated as hanging above 	FLAT

Appendix F: Reshippable Carton Requirements

Single Wall Box Strength Guidelines			
Max Weight (lbs)	Size Limit (L+W+H)	Min Burst Test	Min ETC
30	75"	200	32
40	75"	200	40
50	85"	250	44
65	95"	275	55
80	105"	350	N/A
Double Wall Box Strength Guidelines			
Max Weight (lbs)	Size Limit (L+W+H)	Min Burst Test	Min ETC
60	85"	200	48
80	95"	275	51
100	105"	350	61
120	110"	400	71
140	115"	500	82
150	120"	600	N/A

Appendix G: Ecommerce Folding Guidelines

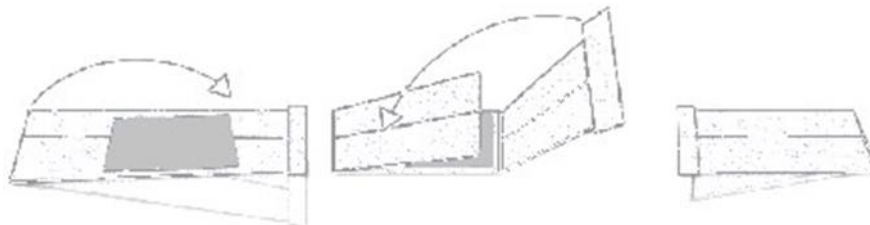
Sweaters, Shirts, Blouses, Coats, Jackets, Blazers, Activewear

- Lay garment with back facing up.
- Fold back sleeves, fold backside, fold in half (front to back)
- Place the garment in bag with as much of the garment showing as possible.
- The collar of the garment should be placed at the end of the bag.
- Fold and seal or tape the flap on the back of the bag.
- Place a UPC Barcoded Sticker on polybag as discussed in the eCommerce requirements.



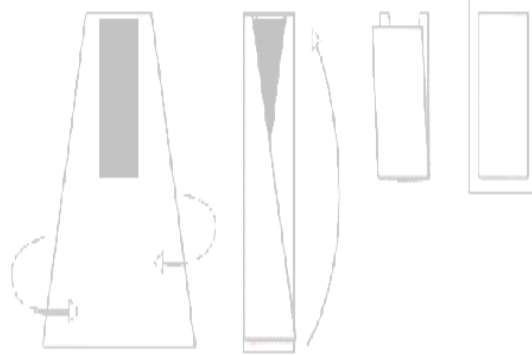
Pants

- Garment should be held at the waist and facing the person folding. Place hands at the center of the waist and pull apart.
- Lay garment on its side.
- Fold the back legs to the center. Fold the back waist to the center. Fold into thirds whenever possible.
- Slide the merchandise into the polybag waist first.
- Fold and seal or tape the flap on the back of the bag.
- Place a UPC Barcoded Sticker on polybag as discussed in the eCommerce requirements.



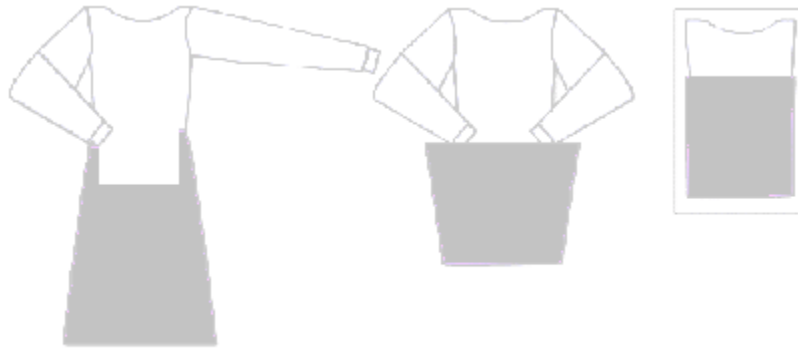
Skirts

- Lay the skirt with the back facing up.
- Fold in the sides, then fold bottom to top.
- Slide the merchandise into the polybag waist first.
- Fold and seal or tape the flap on the back of the bag.
- Place a UPC Barcoded Sticker on polybag as discussed in the eCommerce requirements.



Dresses and Slips

- Lay the Dress / Slip down with the back facing up.
- Fold back the sleeves. Fold the sides in. Fold the bottom of the dress up.
- Any collar must show and be placed face up.
- Fold and seal or tape flap on the back of the bag.
- Place a UPC Barcoded Sticker on polybag as discussed in the eCommerce requirements.



Appendix H: Vendor Guide Change Log

Vendor Guide Change Log			
DATE	SECTION	CHANGE	PAGE
5/1/2017	ALL	Published New Guide	--