Private Brands Domestic Importer Vendor Business Requirements

Updated August 19, 2026

Formerly known as Belk Vendor Guide, Belk Best Plan

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Belk Private Brands Domestic Importer Vendor Business Requirements Change Log

DATE	SECTION	CHANGE
5/1/2017	ALL	Published New Guide
11/1/2017	6.2	Belk no longer requires sizers on hangers (*excluding kids*) - please do not use!
7/20/18	2.1-2.6	Vendor Terms and Conditions including Private Brands Code of Conduct, Restricted Countries of Production and California Proposition 65 regulations
7/20/18	9.2	Routing must now be completed 72 hours prior to pick up
7/20/18	2.1-2.6	Vendor Terms and Conditions including Private Brands Code of Conduct, Restricted Countries of Production and California Proposition 65 regulations
7/20/18	11.2	Terms and Conditions of Payment
10/10/18	4.2	Prop 65 Attribute Must be Done in GXS
10/10/18	6.2	Hanger Sizer Now required- newborn to 8-20 and children's 7-16
10/10/18	6.8	Lithium Battery Warning Label
11/30/18	9.3	Transportation pick up time change- 12pm on day of shipment request
5/1/19	6.5.6	UPC barcoded sticker for Ecom must be UPC-A or EAN 13
5/1/19	2.5	Office of Foreign Assets Control statement (OFAC)
7/1/19	4.2	Country of Origin must be entered at time of set-up in GSX
9/4/19	6.3	Belk's RN # 31104 must be used on all Belk Private Brands
11/15/19	Appendix B	Revised Hanger Requirements
11/15/19	7.5	LTL Shipments must be on pallets, Truckloads should continue to be floor loaded.
11/15/19	9.2	LTL shipments must now be palletized, Truckload shipments need to be floor loaded.
1/13/20	8.2	Transplace l # / Load # in ASN
1/13/20	8.6	Use of Transplace BOL
7/30/20	2.7	Add section 2.7 - Insurance
11/17/2020	2.7, 8.4, 9.1, 9.2, 9.3	Edit Section 2.7, 2nd and 3rd bullets. Edit email address in Section 8.4, 9.1, 9.2 and 9.3
12/11/2020	Section 6, 7.0	Section 6, 7.0 – RFID. Section 8.1, 8.2 and 9.2
1/25/2021	Section 7.2	Edit carton dimensions
5/17/2021	2.2.1, 2.2.5, 3.3 & Appendix A, 4.6, 6.5.3, 6.10.4, 12.1, Appendix G	Update on Forced Labor, Restricted Countries of Production, Force Majeure Section 3.3 4th bullet & Appendix A, Section 3, Section 4.6 final paragraph, eCommerce Reshippable Packaging Dimensions, RFID Chart II addition, RC 101 through 106 & Appendix G
6/17/2021	6.6, 12.1 & 14.1	Fine Jewelry – update on PO and Ecommerce Fulfillment Shipping Address and Repairs, Returns and Damages Shipping Address.

		Update RC codes.
8/4/2021	12.1	Revise chargeback rates for a few RC codes.
8/19/2021	6.10.4	Add RFID placement guidelines in Soft Home and Hard Home
8/24/2021	6.2, Appendix B, Appendix H	Update section 6.2 Hanger Requirements, Update Appendix B, Add Appendix H
10/26/2021	6.10, 8.6 through 9.4, 12.1 & Appendix I	Update section 6.10 RFID Requirements, Update Section 8.3 through 9.4, Update Section 12.1 & Add Appendix I
01/07/2022	12.1	Update chargeback table verbiage
04/12/2022	4.6, 14.1 and 14.2	Update to Product Testing and Final Inspection Protocols, Update to GXS-OpenText Contact. Update shipping address for Fine Jewelry and What Goes Around Comes Around
05/26/2022	12.1	Update chargeback rate for RC80, RC81, RC84, RC101 & RC46
06/30/2022	6.10.4	Update CSR RFID contact
08/12/2022	2 & 9.2	Update all of Section 2 & 9.2
10/5/2022	8.4, 9.1, 9.3 & 14.1	Change Belk_Logistics@Transplace.com to Belk_Logistics@UberFreight.com
11/1/2022	12.1	Add RC 128 - Product Shipped with a failed 3rd Party ITS final inspection
12/15/2022	4.6	Update Private Brands Color, Technical Design, and Quality Assurance
01/27/2023	12.1	Revise RC 128 - Product Shipped with a failed Test Report or Final Inspection
08/03/2023	9.2 & 9.3	Clarify 72-hor routing rules, use of pallets and TL shipments and a more detailed description of the FedEx Ground Collect program
09/19/2023	12.1	Chargeback RC codes that impacted the full PO qty/carton
10/27/2023	9.2 & 12.2	Update on routing guide and chargeback inquiries
10/14/2025	All	Mass update: edits, removals, adds
05/28/26	4.6, 10.4, 12.1, Appendix K	Update link to GS1 Product Image Specifications, update links to Vendor Resources page for shipping locations; update to Chargeback table; update to Hanger Specifications in Appendix K
07/12/26	9.5, 12.1	Update to hazardous material identification and declaration for shipping
08/19/26		Mass updates

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Section One: Vendor Information

1.1 New Vendor Onboarding and Documentation Requirements

Belk Domestic Importer (DI) Vendors must have Belk Sourcing team's approval to proceed with adding any new Vendors to the Belk Vendor Matrix.

After initial approval from Belk Sourcing or Buying team, Vendors must follow and complete the documentation including but not limited to the list below. Vendors are required to provide the documents listed below annually for each Vendor and its factories:

- Signed Code of Conduct as set forth in **Appendix A**.
- Factory Profile as set forth in **Appendix B**.
- Social Audit with Corrective Action Plan (CAP) for factories.
- Signed Anti-Forced Labor Statement as set forth in **Appendix C**.
- Any additional required documents provided by Belk.

Any changes to Vendor or its factories must be approved by Belk Sourcing or Buying team as well as Belk Global Trade & Customs Compliance (GTCC) team.

During the onboarding process, the Belk Sourcing or Buying team, Belk GTCC team at **GTCC@Belk.com**, and Belk Vendor Relations team at **VendorRelations@Belk.com** will be your main points of contact. Please refer to **Appendix D** for a checklist of all compliance related documents.

1.2 Vendor Business Requirements Acknowledgement

The Vendor is to review all requirements of this document, Belk Private Brands Domestic Importer Vendor Business Requirements (DI VBR). The Vendor must sign and return the Vendor Acknowledgement of the Belk Private Brands DI VBR located in **Appendix E** to the Belk Sourcing Director or Buyer.

Upon Vendor signature, the Vendor acknowledges and agrees that it is the Vendor's responsibility to review the Belk Private Brands DI VBR to understand and comply with any changes to these requirements following onboarding. Additionally, the Vendor is responsible for checking updates to the Belk Private Brands DI VBR quarterly, as the Belk Private Brands DI VBR is a live document. Do not print for reference as the Belk Private Brands DI VBR is subject to change.

1.3 Bamboo Rose (BBR) Product Lifecycle Management (PLM)

The Vendor may be required to purchase a license to use Belk 's PLM software. PLM, which is hosted by BBR, provides all style information and technical specifications. If the Vendor is asked by the Belk Sourcing or Buying team to use PLM, the Vendor should email the Belk Private Brands Systems & Operations team at **pbsystem_ops@Belk.com** to receive information on PLM licenses, as a user ID and password are required to purchase.

1.4 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. Belk Sourcing or Buying team should be alerted prior to any changes before information is passed off to

the Belk Vendor Relations team at 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 must be sent as a PDF to the Belk Vendor Relations team at VendorRelations@Belk.com. The following information must be included in the correspondence:

- Old parent company name and new parent company name
- Old company address and new company address
- Description of change (i.e., merger, sale, acquisition, 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

Belk puts people at the heart of everything we do. We respect international social compliance principles aimed at promoting and protecting human rights, and our policies are intended to align with the goals of the International Labor Organization's Declaration on Fundamental Principles and Rights at Work. We are committed to ensuring that the people who make our merchandise are treated fairly, with dignity and respect. Belk expects our Vendor partners throughout the world to reflect Belk's values, display ethical behavior, and share our commitment to providing safe and healthy workplaces. We require our Vendors to maintain a workplace environment that complies with all applicable laws and regulations and meets universally accepted human rights standards. Our Code of Conduct sets forth additional details regarding our expectations for Vendors and provides guidance for dealing with Belk, other Vendors, employees, and the public with integrity and in an ethical and appropriate manner.

You have been selected as a Vendor for Belk's exclusive Private Brands. Belk has provided this guide to you so that you understand all of Belk's standards, processes, and requirements. Please share this guide with all teams in your organization that support the development, manufacturing, and shipping of Belk's Private Brands. It is Belk's mission to provide our customers with private brand merchandise that is of the highest quality and value. It is critical that our Vendors comply with the requirements within this guide so that Belk can continue to provide our customers with the best possible retail experience. Your compliance is critical to Belk's success. We recognize, appreciate, and greatly value your partnership in ensuring that our merchandise complies to all U.S. Customs and Border Protection Requirements. By acknowledging receipt of the Belk Private Brands DI VBR, the Vendor agrees to prepare and deliver purchase orders (POs) according to the guidelines described herein.

2.1 Vendor Code of Conduct

Vendors must adhere to the Code of Conduct as set forth in **Appendix A**. Failure to comply with this Code of Conduct may result in Belk cancelling POs or contracts, suspending, or terminating a business relationship with the Vendor, or taking other actions as deemed necessary by Belk in its sole discretion until the Vendor has remediated any instances of non-compliance.

2.1.1 Acceptable Standards of Engagement

Belk places a high priority on ethical and legal conduct. We require all of our Vendors to read, understand, and comply with our standards of engagement as further described in this Code of Conduct. Additionally, we require our Vendors to ensure all of their suppliers, employees, manufacturers, sellers, subcontractors, agents, and consultants understand and comply with these expectations.

Vendors must not engage in offering or accepting compensation of any value, such as gifts (except nominal non-cash value gifts valued at less than $75), favors, discounts, services, loans, payments, contributions, etc., either directly or indirectly, to or from any Belk employees, representatives, or agents. Vendors shall also refrain from any unethical business conduct, bribery, fraud, or corruption in violation of any applicable laws or regulations, including with respect to any government or political officials or to obtain improper business influence. Vendors shall also avoid any action that creates, or appears to create, a conflict of interest with Belk.

2.1.2 Fair Competition Environmental Project Management

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 applicable laws.

2.1.3 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 GTCC team at **GTCC@Belk.com**. These concerns will be reviewed confidentially, and these policies help ensure relationships of integrity, honesty, and fairness with all Vendors and business partners.

2.1.4 Subcontracting

Vendors must email the Belk GTCC team at **GTCC@Belk.com** and the Group Vice President (GVP) of Global Sourcing & Operations to disclose any proposed subcontractors to Belk, and such subcontractors must be approved by Belk in writing prior to Vendors initiating any work/services/production with such subcontractors. Vendors are prohibited from subcontracting with unapproved and unauthorized suppliers for manufacturing or services provided to Belk and are responsible for ensuring their subcontractors' compliance with the requirements set forth in the Belk Private Brands DI VBR.

2.1.5 International Trade Compliance

Vendors must comply with all applicable international laws relating to the import and export of products and are expected to participate annually in Belk's Customs Trade Partnership Against Terrorism (CTPAT) Security Profile.

2.1.6 Legal and Ethical Standards

Belk expects our Vendors to observe best practices in the industry and all applicable laws and regulations in the operation and conduct of their business.

2.1.7 Inspection and Compliance
Vendors authorize Belk and its authorized agents to engage in inspection activities, including, without limitation, audits at any time to ensure compliance with this Code of Conduct and all applicable laws. Belk or third parties on behalf of Belk may perform such inspection activities with or without prior notice, which may include reviews of applicable books and records as well as private interviews with employees. Vendors must maintain on-site all documents and records required to confirm compliance with this Code of Conduct. Inspections may take place at the workplace environment, including the manufacturing facility, as well as employer provided housing and related facilities.

2.1.8 Freedom of Association and Collective Bargaining
Vendors must respect the rights of employees to associate freely, join organizations of their choice, and bargain collectively without unlawful interference, including, without limitation, intimidation, retaliation, or harassment.

2.1.9 Harassment and Abuse
Vendors must treat their employees with dignity and respect. Vendors must not tolerate or use corporal punishment, threats of violence, or other forms of physical, psychological, verbal, or sexual harassment and abuse.

2.1.10 Nondiscrimination
Belk respects cultural differences. Accordingly, Vendors are not permitted to discriminate in hiring or other employment practices, including, but not limited to, practices with respect to race, color, religion, national origin or ancestry, sex (including gender, pregnancy, sexual orientation, and gender identity), marital status, age, mental or physical disability, genetic information, or any other characteristic protected by applicable laws.

2.1.11 Compensation and Benefits
Vendors shall comply with all applicable compensation laws and regulations, including those relating to wages, overtime, working hours, piece rates, and benefits. Vendors shall also comply with applicable laws related to vacation time, leave, and holidays, including providing required rest periods throughout the workday.

2.1.12 Health and Safety
Vendors must provide employees with a safe and healthy work environment that complies with all applicable laws and regulations where employees are not subject to unsanitary or hazardous living or working conditions. Employees must have access to potable water and sanitary facilities, and all workplaces must have adequate fire, safety, lighting, and supplier-provided housing facilities (if provided) shall be in a separate building and shall also be subject to compliance with all applicable laws and regulations for health and safety. Every Vendor must obtain, maintain, and comply with all safety and health permits, including but not limited to, an obligation to ensure building integrity and fire safety with regularly scheduled emergency practice evacuations and frequent inspection of exit doors for proper emergency use.

2.1.13 Child Labor

Vendors are prohibited from the use of child labor. Belk considers a "child" to be an employee younger than the age of 15 (fifteen) or the compulsory age to be in school, whichever is older. Our Vendors must also observe all legal requirements for work of authorized minors, including those pertaining to hours of work, wages, and working conditions. Vendors may utilize legitimate workplace apprenticeship programs that comply with all applicable laws and regulations.

2.1.14 Forced and Involuntary Labor

Vendors are prohibited from using forced or involuntary labor, including prisoners, bonded labor, labor acquired through slavery or human trafficking, or indentured workers in connection with purchasing materials, production, or finishing any products furnished to Belk. Additionally, Vendors are required to review and submit a signed version of Belk's Anti-Forced Labor Statement as set forth in **Appendix C**.

2.1.15 Management Systems

Vendors shall implement appropriate management systems to ensure compliance with this Code of Conduct. All employees shall have access to this Code of Conduct in their local dialect, and it shall be posted in a readily accessible area to employees in Vendor's facilities. Upon employment, as part of worker orientation, the Code of Conduct shall be presented to employees and explained to them. Vendor's management is responsible for the implementation of this Code of Conduct, including a periodical review of the Code of Conduct with all employees and any worker concerns regarding non-compliance with this Code of Conduct.

2.2 Sustainability

2.2.1 Conflict Minerals

Vendors shall not make use of any conflict minerals, including forms of gold, tin, tantalum, or tungsten mined in the Democratic Republic of Congo (DRC) or its neighboring countries. Belk may request Vendors provide written evidence of this due diligence documentation, including formal certifications and policies.

2.2.2 Environment

Vendors must conduct their operations in compliance with applicable environmental laws and best practices. Vendors will maintain and acquire legally required environmental licenses and permits for its operations. Vendors shall also strive to operate and source product in a manner that minimizes environmental impacts on their local communities and globally shared resources.

2.2.3 Chemicals and Hazardous Materials

Vendors shall ensure compliance with applicable laws and regulations relating to chemicals and hazardous materials, including proper storage, disposal and shipment. Vendors shall train its employees on the safe handling of chemicals and hazardous materials and have proper plans in place in the case of an emergency.

2.2.4 Fire Prevention

Vendors shall ensure compliance with applicable laws and regulations relating to fire protection including fire classification, reporting, and inspections by the fire authorities. Vendors must document any fires and serious incidents that can cause a fire, including corrective and preventive actions. All employees shall be made aware of basic safety issues before starting work. Emergency exits and routes shall ensure a fast and safe evacuation of all employees. Vendors 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 employees 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. Vendors shall perform evacuation drills at least once every 12 months. These drills shall involve all shifts and departments and as many employees as possible. In case of an evacuation, Vendors shall ensure that designated persons are responsible for performing a head count to ensure all employees have evacuated the building. Records of evacuation drills shall be maintained.

2.2.5 Textile Wool and Fur Acts

Vendors shall comply with the Textile Fiber Products Identification Act, Wool Products Labeling Act, Fur Products Labeling Act, and all rules and regulations promulgated thereunder with respect to all textile fiber, wool, or fur products provided to Belk.

2.3 Embargoed Countries

No Belk Private Brands product may be ordered from or manufactured in the following embargoed countries: Belarus, Burma, Cuba, Eritrea, Iran, North Korea, Syria, Venezuela, or Yemen.

2.4 Vendor and Factory Documentation Requirements

Vendors are required to provide the documents listed below annually for each Vendor and its factories:

- Signed Code of Conduct as set forth in **Appendix A**.
- Factory Profile as set forth in **Appendix B**.
- Social Audit with CAP for factories.
- Signed Anti-Forced Labor Statement as set forth in **Appendix C**.
- Any additional required documents provided by Belk.

Any changes to Vendor or its factories must be approved by both Belk Sourcing or Buying team and Belk GTCC team. Please refer to **Appendix D** for a checklist of all compliance related documents.

2.5 Social Compliance Audit Requirements

Every factory must have a valid annual Social Compliance Audit (conducted within 1 year) report on file with Belk GTCC team. If no audit is available, one must be scheduled. Belk partners with Intertek to

conduct the Workplace Conditions Assessment (WCA). The cost of the audit is to be paid by the Vendor. Failure to comply with this requirement will cause the factory to be ineligible for Belk production.

2.6 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, specifications, and other non-public confidential information disclosed or furnished to Vendors (regardless of medium or format of such information). 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 and remains responsible for such individual's compliance with the confidentiality obligations set forth herein.

2.7 Disposition and Merchandise

Disposition of Belk Private Brand merchandise is prohibited without prior written approval from Belk and Vendor may not under any circumstances sell any Belk Private Brand merchandise without express written consent from Belk. Failure to comply can subject Vendor to liability for trademark infringement and other legal action and Vendor shall be liable for all costs, expenses, losses, and damages suffered by Belk and its affiliated entities as a result of such prohibited disposition. Belk reserves the right to take all action deemed necessary to recoup such damages. The required Belk form for authorized disposition of Belk Private Brand merchandise can be requested from the GVP of Global Sourcing & Operations. All Belk disposition forms must be signed and returned with copy to Belk's Legal Department before Vendor can properly dispose of any Belk Private Brand merchandise.

2.8 Vendor Compliance

California's Proposition 65 (also known as the Safe Drinking Water and Toxic Enforcement Act of 1986) requires businesses to give a "clear and reasonable warning" to individuals in the state before knowingly and intentionally exposing those individuals to significant levels of a chemical on the state's list of chemicals known to cause cancer, birth defects, or other reproductive harm. There are currently over 900 chemicals listed under Proposition 65. Belk will not knowingly sell Belk Private Brands merchandise to California that contains Proposition 65 listed chemicals in an amount that requires a warning. Accordingly, Belk will not accept any private label products that are not tested for compliance with Proposition 65. Inspection, approval, or assistance by Belk does not relieve you from your obligation to comply with Proposition 65 and your duty to defend, indemnify, and hold harmless Belk if the compliance of your products is challenged. Please direct any inquiries regarding this issue to the Belk Quality Assurance and Product Integrity (QA) team at **Quality_Assurance_and_Product_Integrity@Belk.com**.

Merchandise, including its advertising, labeling, branding, packaging, manufacture, delivery, and sale, conforms to all applicable state, federal, and local laws, and regulations, and may lawfully be sold in all jurisdictions in which Belk operates its stores.

If applicable to the merchandise, Vendor will: (i) comply with all certification, testing, and other product safety requirements, including furnishing any General Conformity Certificate or Certificate of Conformity ("Certificate") required by the Consumer Product Safety Act of 2008 and complying with any reasonable audit request from Belk; and (ii) maintain a continuing guaranty with the Federal Trade Commission or the Consumer Products Safety Commission, as applicable, in such form as may be required from time to time by applicable rules and regulations. Vendor hereby represents that it will furnish or provide such Certificates to Vendor as to all merchandise (and will comply with any reasonable audit of Belk) upon receipt.

Vendor represents that it complies and shall remain in full compliance with the Foreign Corrupt Practices Act and all similar anti-corruption laws in any and all relevant jurisdictions, which generally prohibit giving money or anything of value to foreign government officials, foreign political parties, or foreign political candidates for the purpose of influencing a foreign government. This includes giving improper payments to intermediaries of such individuals, such as sales representatives. Vendor further represents that it complies with all applicable federal, state, local and international laws relating to the manufacture and production of products sold to Belk, including compliance with all applicable laws relating to labor compensation, working conditions, child, slave, prison or forced labor, environmental protection, product safety, and similar obligations.

Vendor represents that it complies with all U.S. export controls and trade sanctions, that it is not subject to any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department (OFAC), and that it will not directly or indirectly use the proceeds of sales to Belk, or lend, contribute or otherwise make available such proceeds, to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person or entity subject to any sanctions administered by OFAC.

No product specific state, federal, or local laws and regulations apply to the sale of the merchandise at the retail level, including but not limited to: purchaser age limits; point of sale or other warnings, labels, or signs; assessment fees on retail pesticide sales, special disposal procedures, or retailer licensing/permitting requirements.

Vendor shall guarantee that all merchandise ordered has been priced, stamped, labeled, tagged, marked, invoiced, and delivered in full compliance with (i) all applicable international, federal, state, and local government (and all departments, boards, bureaus, and commissions thereof) laws, rules, standards, orders, rulings, rules, guides and regulations, including, but not limited to the Federal Trade Commission Act, the Consumer Product Safety Act, the Transportation Recall Enhancement, Accountability, and Documentation Act, the Textile Fiber Products Identification Act and regulations relating to statement of fiber content of rayon, wool, linens, and other textiles contained in such merchandise, the Wool Products Labeling Act, the Care Labeling Rule, the Fair Packaging and Labeling Act, the Magnusson-Moss Warranty Act, the Federal Hazardous Substances Act, the Poison Prevention Packaging Act, the Radiation Control for Health and Safety Act, the Food, Drug and Cosmetics Act, California Proposition 65, and the Fur Products Labeling Act, US Fish and Wildlife regulations, and the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES), and (ii) the laws, regulations and rules of all countries in which merchandise is produced or delivered. Vendor shall provide to Belk any information that is required to be

displayed in order to comply with laws applicable to eCommerce (ecom) sales of the merchandise (including but not limited to any California Proposition 65 warnings).

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 laws, rules, and regulations, specifically including, without limitation, all applicable minimum wage, overtime, and child labor laws, rules, and regulations and (ii) the Code of Conduct.

Merchandise has not been subject to any voluntary or involuntary recall or other corrective action by any government agency or regulatory body. Vendor shall promptly inform Belk of any recall or other corrective action undertaken after the merchandise is delivered to Belk, as far in advance of such corrective action as practicable, but in no case less than 5 days before any press release or other public announcement.

If an order is canceled or returned for any reason, all Belk price stickers and/or hangtags must be immediately removed from the merchandise. Should the merchandise be resold by Vendor, it must bear no Belk markings, tags, or identification.

The merchandise is manufactured in the country of origin stated on the commercial documents required for United States Customs entry. In the event Belk reasonably believes the merchandise to be in violation of transshipment regulations, Belk may cancel any order, in whole or in part, and return the merchandise to Vendor, for a full refund of the purchase price (including all handling, transportation, shipping, and other costs incurred by Belk in connection therewith).

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) which arises out of, results from or is based on:

- 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.
- Any unfair competition.
- Any unfair or deceptive trade practices in connection with the merchandise and/or the product content furnished by Vendor to Belk.
- Personal injuries or other damages sustained by any person from the use or misuse of the merchandise.
- Any claim of strict liability, negligence, recklessness, or willful misconduct on the part of Vendor and/or relating to the merchandise.

2.9 Insurance

Vendor shall, at its own expense, secure and continuously maintain, and shall require its subcontractors to secure and continuously maintain, the following insurance with companies rating A-VII or better in the current Best's Insurance Reports published by A. M. Best Company and shall, within thirty (30) calendar days furnish to Belk certificates and required endorsements evidencing such insurance. Belk shall be named as an "Additional Insured" to the coverages described below for the purpose of protecting Belk from any expense and/or liability arising out of, alleged to arise out of, related to, or connected with the merchandise or services provided by Vendor and/or its subcontractors. The certificates shall state the amount of all deductibles and self-insured retentions and shall contain evidence that the policy or policies shall not be canceled or materially altered without at least thirty (30) calendar days' prior written notice to Belk. A Notice of Cancellation will be issued by Vendor's insurance carrier in the event of cancellation for any reason. Vendor and its subcontractors shall pay any and all costs which are incurred by Belk as a result of any such deductibles or self-insured retentions to the extent that Belk is named as an "Additional Insured," and to the same extent as if the policies contained no deductibles or self-insured retention. The insurance coverages and limits required to be maintained by Vendor and its subcontractors shall be primary and non-contributory to insurance coverage, if any, maintained by Belk. Vendor and its subcontractors and their underwriters shall waive subrogation against Belk and shall cause their insurer(s) to waive subrogation against Belk.

Insurance Coverage:

- Workers' Compensation Insurance (where required by law), which shall fully comply with the statutory requirements of all applicable laws.
- Commercial General Liability Insurance, including Product Liability coverage, with a minimum combined single limit of liability of $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate and excess liability on a follow form basis with $3,000,000 per occurrence and annual aggregate, for any negligent acts committed by Vendor and/or its employees, subcontractors, or agents during the production of the merchandise or delivery of the services or any work hereunder. Such limits may be satisfied with a combination or primary and excess liability policies.
- An additional $5,000,000 per occurrence and annual aggregate excess liability insurance on a follow form basis is required for any Vendor providing children's merchandise to Belk, including, without limitation, clothing, shoes, toys, and other related children's items.

The failure of Belk to obtain certificates, endorsements, or other forms of insurance evidence from Vendor and its subcontractors is not a waiver by Belk of any requirements for the Vendor and its subcontractors to secure and continuously maintain the specified coverages. Vendor shall send its certificates, endorsements, or other forms of insurance evidence from Vendor and its subcontractors to the Belk Risk Department team at **BelkRiskDept@Belk.com**. Vendor shall notify and shall advise its subcontractors to notify insurers of the coverages required hereunder. Belk's acceptance of certificates and/or endorsements that in any respect do not comply with the requirements of this section does not release the Vendor and its subcontractors from compliance herewith. Should Vendor and/or its subcontractors fail to secure and continuously maintain the insurance coverage required herein, Vendor shall itself be responsible to Belk for all the benefits and protections that would have been provided by such coverage, including without limitation, the defense and indemnification protections.

Section Three: POs

3.1 PO Types

Below are the two different types of Belk POs:

- **Bulk Order:** You may receive a PO with the location designation of 850. This order is a bulk PO and will reflect the total quantity Belk plans to order. An updated PO with a quantity by store allocation will be transmitted closer to the ship date.
    - Please note, 850 is not a store to ship to.
- **Store Allocated Order:** The store allocated PO will provide a list of the specific stock keeping units (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 Belk Buying team.

3.2 PO Requirements and Restrictions

Below are the requirements and restrictions on all Belk POs. Violation of any of these requirements will result a chargeback as noted in **Section 12.1.**

- Do not ship merchandise before the Not Before Date (NBD) listed on the PO.
- Do not ship merchandise after the Not After Date (NAD), otherwise known as cancel date, listed on the PO.
- Ship only one time per PO.
- Ship the PO complete.
- There should be only one shipment per PO to each of the Belk distribution centers (DCs).
- Do not ship quantities over the PO. Invoices cannot be submitted for quantities greater than ordered quantities, and no payment will be made on overages.
- Quantities short more than 5% cannot be shipped without notification and approval from Belk Sourcing or Buying team. Shipping quantities short more than 5% will result a chargeback as noted in **Section 12.1.**
    - Belk retains the right to cancel any purchase order that is expected to be short shipped by more than 10% of ordered quantity.
- Do not ship items that were not ordered.
- Do not ship to a store that is not on the PO.
- Do not ship any SKU substitutions.
- Do not ship without a valid PO.
- Verify the accuracy of all PO details including purchase cost, retail price, color, size and payment terms. Do not ship merchandise until all discrepancies on the PO have been corrected. Contact the Belk Sourcing or Buying team for all corrections.

3.3 Terms and Conditions of POs

All Belk POs are governed by the terms and conditions of that PO (the current version of which is set forth in **Appendix F** 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 NBD or NAD/cancel date contained in the PO to which the shipment relates. This

also includes any substitutions or merchandise shipped in excess of the PO quantity. Any shipment relating to a PO 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 PO.
- Belk must be notified in writing within 5 days of PO issuance if the PO is not accepted, including all terms and conditions as stated therein.
- Belk reserves the right, without penalty, to cancel any PO, in whole or in part, in the event that Belk's use of the merchandise is prevented, hindered, or delayed by or during the period of a force majeure event or circumstance outside of Belk's control, including without limitation any fire, flood, earthquake, epidemic, pandemic (including, but not limited to, COVID-19 and any voluntary or mandated mitigation measures with respect thereto), government action, riot, strike, war and/or other force majeure event.
- Belk will examine the merchandise included on the PO when received. If merchandise isn't what is on the PO, damaged, defective, of poor quality, or otherwise defective, Belk can return any or all of the product shipped for a full refund of the purchase price (including all handling, transportation, shipping, and other costs incurred by Belk in connection therewith).
- 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 PO.

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

- Deliver all merchandise in accordance with the PO at the prices stated in the PO.
- Guarantee that all merchandise ordered has been priced, stamped, labeled, tagged, marked, invoiced, and delivered in full compliance with (i) all applicable international, federal, state, and local government (and all departments, boards, bureaus and commissions thereof) laws, rules, standards, orders, rulings, rules, guides and regulations, including, but not limited to the Federal Trade Commission Act, the Consumer Product Safety Act, the Transportation Recall Enhancement, Accountability, and Documentation Act, the Textile Fiber Products.
- Identification Act and regulations relating to statement of fiber content of rayon, wool, linens, and other textiles contained in such merchandise, the Wool Products Labeling Act, the Care Labeling Rule, the Fair Packaging and Labeling Act, the Magnusson-Moss Warranty Act, the Federal Hazardous Substances Act, the Poison Prevention Packaging Act, the Radiation Control for Health and Safety Act, the Food, Drug and Cosmetics Act, California Proposition 65, and the Fur Products Labeling Act, and (ii) the laws, regulations and rules of all countries in which merchandise is produced or delivered. Vendor shall provide to Belk any information that is required to be displayed comply with laws applicable to ecom sales of the merchandise [including but not limited to any California Proposition 65 warnings].
- 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 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.

- Belk reserves the right, without penalty, to cancel any PO, in whole or in part, in the event that Belk's use of the merchandise is prevented, hindered, or delayed by or during the period of a force majeure event or circumstance outside of Belk's control, including without limitation any fire, flood, earthquake, epidemic, pandemic (including, but not limited to, COVID-19 and any voluntary or mandated mitigation measures with respect thereto), government action, riot, strike, war and/or other force majeure event.
- Defend, indemnify, and hold Belk harmless from and against all claims, damages, losses, liabilities, and expense (including reasonable attorneys' fees) which arises out of, results from or is based on:
    - 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.
    - Any unfair competition.
    - Any unfair or deceptive trade practices in connection with the merchandise and/or the product content furnished by Vendor to Belk.
    - Personal injuries or other damages sustained by any person from the use or misuse of the merchandise.
    - Any claim of strict liability, negligence, recklessness or willful misconduct on the part of Vendor and/or relating to the merchandise.
- 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 PO.
- 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 POs in Appendix F. These conditions are transmitted with all Belk POs and apply to all Belk POs. Notwithstanding anything contained herein, Belk may amend such Terms and Conditions of POs from time to time.

Section Four: Product/Style Set Up

4.1 Universal Product Code (UPC) Item Set Up

All Vendors must have valid UPC barcodes. To obtain UPC barcodes, Vendors must have a Global Standards (GS1) company prefix. All UPCs must meet the following requirements:

- Assign UPC numbers at the 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 OpenText/Global Exchange Services (GXS) 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 Buying team.
- 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. Any chargebacks related to failing to meet the above requirements are noted in **Section 12.1**.

4.2 GXS Items 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 OpenText/GXS 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). Failing to use the correct NRF codes will result in a chargeback as noted in **Section 12.1**.
- Standard NRF size and size description (size must be the correct size for the correct family of business based on NRF standards). Failing to use the correct NRF codes will result in a chargeback as noted in **Section 12.1**.
- Country of origin (COO) must be entered at time of set-up. Any changes to COO must be maintained in GXS at all times, and any updates should be communicated to Belk Sourcing or Buying team.

4.3 Extended Attributes

Belk requires that extended attributes be provided via OpenText/GXS for all merchandise by category of business. All items should be set up in OpenText/GXS with appropriate attributes populated 8 weeks prior to ship date. Failure to meet the deadline will result in a chargeback as noted in **Section 12.1**.

Please note:

- Belk utilizes GS1 extended attributes.
- Product attribute information in the OpenText/GXS catalogue must follow the GS1 Voluntary Guidelines for Exchanging Extended Attributes for Ecommerce.
- For more information on extended attributes, please visit **www.GXS.com/Belk** and click on “Belk Attribute Cross Reference”.

4.4 Gift with Purchase (GWP) UPC Requirements

UPC codes must be assigned to all 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/RFID sticker or hangtag attached to the item.

4.5 Advertising (Ad)/Ecom Sample Requirements

Vendors are required to submit 1 sample to Belk for ad/ecom photography. Please refer to the Belk Private Brands Vendor Requirements SharePoint site for additional information on these requirements. This SharePoint site access is considered a part of the Belk Private Brands DI VBR and is mandatory. Link to this SharePoint site will be shared by Belk Sourcing or Buying team when a Vendor is onboarded. Please see below general guidelines on the ad/ecom sample process:

- Sample must be provided for every style/color purchased by Belk.
- All sampling costs are at the Vendor's expense.
- Samples must have ad/ecom sample tag attached. This sample tag can be found in the Private Brands Vendor Requirements SharePoint site.
- Samples must be clearly marked with the style number and color code ordered.
- Samples must be provided in the appropriate size for the merchandise category.
- Samples must follow sample mutilation requirements as set forth by Belk.
- Samples should be sent to **ATTN: CORPORATE PHOTO STUDIO** to the address below:
  11009 CAROLINA PLACE PKWY
  BELK, 3rd FLOOR
  PINEVILLE, NC 28134-8370

Vendor may be approved to submit images in lieu of samples if approved by Belk Sourcing or Buying team. Images must follow the requirements listed in **Section 4.6**.

4.6 Ad/Ecom Image Standards

You may be required to provide images for ad/ecom photography of product purchased by Belk, as determined by the Belk Sourcing or Buying team. Images must be provided to Belk a minimum of 8 weeks prior to ship date. All inquiries concerning Belk ad/ecom specifications, including requests for image style guidelines, can be directed to your Belk Sourcing or Buying team.

General Guidelines

- Images must be provided for every style/color number purchased by Belk.
- Images are to follow the GS1 standards available on the GS1 Product Image Specification Standard | GS1
- For product images, shoot against a white seamless sweep, card or tabletop; 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 1760 x 2500 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 ecom image specifications, including requests for image style guides, can be directed to the Belk Sourcing or Buying team.

Section Five: Electronic Data Interchange (EDI)

5.1 EDI Requirements

Belk requires EDI capabilities from all Vendors. Vendors are responsible for completing EDI onboarding, inclusive of EDI testing. To proceed with the onboarding/testing process, or to inquire with any EDI related questions, please contact the Belk EDI team at EDI@Belk.com. 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:**
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

5.2 EDI Terms and Conditions

By entering into a transaction with Belk through 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 Voluntary Interindustry Commerce Solutions (VICS) EDI guidelines and the Belk mapping guide.

Section Six: UPC/RFID

6.1 UPC/RFID Merchandise Ticketing Introduction

All merchandise must have a Radio Frequency Identification (RFID)/Electronic Product Code (EPC) enabled merchandise ticket attached to the product that includes UPC barcode, human readable UPC, merchandise description, and retail price. Catalog of UPC/RFID Ticketing can be found in **Appendix G**. Please note this catalog is a live document, Vendor must monitor this document for changes every 6 months.

6.2 RFID Basics

RFID technology supports our operations to track and improve inventory accuracy. RFID is the wireless transfer of data to or from electronic tags that are attached to items of interest. RFID consists of three components: software, hardware, and tags.

GS1 offers low-cost education and training on RFID enablement and its applications within retail. Please review the **Guidelines on EPC for Consumer Products** to learn more about this technology.

General Storage/Handling Guidelines:

- Storage should be indoors, similar to non-RFID tags.
- RFID tags are recommended to store at temperature 15C to 25C, humidity 65% - 85%.
- RFID operating temperature range is -25C to 70C.
- Store RFID labels and tags in the original packaging and/or anti-static bags until opened for use, to avoid electrostatic discharge (ESD).
- Keep at least 10M away from high voltage machinery or generators with over 600V.
- Avoid placing tag on metal (i.e. metal hanger clips).
- Avoid folding, bending, or crushing of the tag.
- Data retention for RFID labels and tags can be 10+ years under proper conditions.
- RFID tags can pass through metal detectors and will not cause any problem.

6.3 UPC/RFID Merchandise Ticketing Standards

Please note the general guidelines regarding UPC/RFID ticketing standards, as below:

- It is preferred that an integrated UPC/RFID hangtag/sticker be used.
- If an integrated UPC/RFID hangtag/sticker is not available for your specific product or brand, please use a supplemental RFID tag/ sticker on your product in addition to a generic UPC hangtag/sticker.
- The UPC code must be visible and easily accessible for scanning.
- Belk requires **GS1 Standards** for ticketing and RFID encoding/inlays. Inlay specifications by product category can be found in **Appendix H**.
- Belk requires that Vendors order UPC/RFID hangtags/stickers from our approved ticketing partner, Avery Dennison.
- RFID requirement applies to all apparel, home products (excluding open stock metal products), handbags, accessories, and fashion jewelry.
- Products excluded from RFID requirements include cosmetics, fragrances, and fine jewelry.

- Please contact Avery Dennison directly for negotiated pricing on each UPC/RFID hangtag/sticker. Avery Dennison Service Bureau contacts are listed by county of origin in **Appendix I**.
- If you have any questions about which UPC/RFID hangtag/sticker you should be using on your product or specific information on ticketing, please reach out to the Belk Sourcing or Buying team.

6.4 Avery Dennison Account Setup, Contact Info, and Ordering Process

Please contact Avery Dennison to complete set up of an account, as well as to schedule training on how to order and apply UPC/RFID hangtags/stickers. Please also note the following:

- You must register an account with Avery Dennison to order tags/stickers. Please reach out to Maria Knausel at **maria.knausel@averydennison.com** to complete account set-up.
- UPC/RFID hangtags/stickers will be printed at Avery Dennison service locations in China, India, and Vietnam.
- If you are interested in U.S. production options, please reach out to Maria Knausel at **maria.knausel@averydennison.com** for more information.
- Avery Dennison commits to shipping all UPC/RFID hangtag/sticker orders with a lead time of 10-13 working days after order/payment.
- It is the Vendor's responsibility to plan UPC/RFID tag and sticker hangtag/sticker order timing to meet production needs using the delivery commitments that Avery Dennison has made.
- There is no minimum order quantity per order.
- All order terms are ex-works ex-warehouse production locations.
- Products produced in China and shipped to the U.S. will be subject to an additional tariff added to invoice.

Please note, all information needed to manufacture the appropriate tag type and content printed on the tag is provided in the EDI 850 PO. Avery Dennison receives original and updated EDI 850 PO with the same information. Ordering, printing, shipping, and applying the retail tags is solely the responsibility of the Vendor and the Vendor is responsible for meeting agreed ship window dates. If you have questions, please reach out to the Belk Sourcing or Buying team.

6.5 UPC/RFID Placement Guidelines

UPC/RFID hangtags/stickers are to be applied based on the below guidelines. Please also review Section 4 of the GS1 Apparel and General Merchandise Placement Standards for placement options.

General Guidelines:

- UPC/RFID hangtags/stickers should not cover barcode, retail price, or description fields such as style, color, or size.
- UPC/RFID hangtags/stickers must adhere properly to the products. If there is any issue with adhesion of the stickers to the products, please contact Avery Dennison.
- Attach UPC/RFID hangtags/stickers so that the merchandise will not be damaged.
- UPC/RFID hangtags should be securely attached to the merchandise by plastic swift attach devises or by attachment to sewn on labels. If it is impractical to use either of these two methods of attachment for merchandise, UPC/RFID hangtags can be attached using a loop-lock attachment device, rat tail, or another method as approved by the Belk Sourcing or Buying team.

- Do not loop strings around buttons or use strings attached with pins.
- When using an adhesive backed UPC/RFID sticker, be sure that the ticket and adhesive can be easily removed from the merchandise.
- Boxed/packaged merchandise that can be displayed or sold in or out of the packaging (i.e. luggage, vases, picture frames) must be ticketed on both the item and on the retail package.
- Merchandise sold by the unit but packaged in multi-packs require a UPC/RFID sticker or hangtag to be attached to each individual selling unit as well as the outside of the carton.
    - For example, glasses packed 4 to a carton but sold by the glass would require that a UPC/RFID sticker be attached to each glass as well as having four UPC/RFID stickers attached to the outside of the carton.
    - If integrated UPC/RFID hangtag/sticker is being used, the integrated UPC/RFID hangtags/sticker must be attached to each individual selling unit. Only four UPC/RFID hangtags/stickers (not integrated) need to be attached to the outside of the carton.
- Merchandise sold as a two-piece set require the below:
    - **Top:** UPC/RFID hangtag/sticker
    - **Bottom:** Hangtag/sticker indicating "This is a 2 Piece Set" in black writing
        - Please note, the above mentioned hangtag/sticker may be locally produced.
- Vendors must conduct their own scan tests of UPC/RFID hangtags/stickers.
- Vendors must apply the necessary quality control measures to ensure that the UPC/RFID hangtag/sticker is applied properly to all products.
- A chargeback will be issued on products that are found with missing UPC/RFID hangtags/stickers as noted in **Section 12.1.**

Guidelines by Product Type:

Hanging Apparel:

- Refer to the Belk Private Brands Vendor Requirements SharePoint site, folder Label & Hangtag Placements.
- Hangtag placement is noted by family of business and brand (as needed).

Packaged Apparel:

- Apply on back and nearest the top of the box/package.

Footwear:

- Always default to a large integrated UPC/RFID sticker.
- Apply to the side of box next to the size, color, and style identification.

Accessories:

- Use an integrated or supplemental hangtag if product carries a brand or retail/UPC hangtag.
- Approved for both small and large integrated UPC/RFID stickers on backer cards, however preference is to use large sticker if space allows.

Soft Home:

- Product packaged in a retail box or package should have the integrated UPC/RFID sticker applied on the back and nearest to the top of the box or package.
- If the product is open stock and has a hangtag, add a supplemental RFID hangtag on the same loop/attachment as the existing UPC/retail hangtag if there is no integrated UPC/RFID hangtag available for your product.
- If the product is open stock and has a sticker that has a UPC/retail price add a supplemental RFID sticker adjacent to the UPC sticker. If the product will be displayed on a fixture at Belk, stickers placed on the back of the package should be affixed next to the top of the package.

Hard Home:

- Do not place an RFID sticker directly on a metal surface. Metal products should use either a RFID hangtag or a sticker placed on a non-metal surface. If you have questions about whether your product is compatible with RFID tags or stickers, please reach out to Maria Knausel at maria.knausel@averydennison.com.
- Product packaged in a retail box or package should have the integrated UPC/RFID sticker applied on the back and nearest to the top of the box or package.
- If the product is open stock and has a hangtag, add a supplemental RFID hangtag on the same loop/attachment as the existing UPC/retail hangtag if there is no integrated UPC/RFID hangtag available for your product.
- If the product is open stock and has a sticker that has a UPC/retail price add a supplemental RFID sticker adjacent to the UPC sticker.

Section Seven: Product Preparation

7.1 Private Brands Color, Technical Design, and Quality Assurance

For additional information regarding required processes and guidelines as it pertains to samples, color, technical design, and quality assurance, Vendors should refer to the Belk Private Brands Vendor Requirements SharePoint site for all additional documentation. If additional assistance is needed, contact the Belk Sourcing or Buying team, or email the below teams:

- **Belk Color team:** Color@Belk.com
- **Belk Technical Design team:** Technical_Design@Belk.com
- **Belk QA team:** Quality_Assurance_and_Product_Integrity@Belk.com

7.2 Testing and Inspections

All Vendors are required to meet product testing and final inspection protocols outlined on the Belk Private Brands Vendor Requirements SharePoint site. All testing and inspections must be performed by Intertek, Belk's approved third-party service provider, unless authorization has been granted by Belk for self-testing or self-inspection. Please note the following:

- All Vendors are required to enroll in Intertek's Interlink system and submit requests for testing and inspections via the Interlink online portal. Please reach out to the Belk QA team at Quality_Assurance_and_Product_Integrity@Belk.com with any questions.

- All testing and inspection costs must be included in the cost of goods at the time of quoting.
- Regarding certification to perform self-inspections, each Vendor must be certified for self-inspection, following the process detailed in the Belk Private Brands Vendor Requirements SharePoint site. If you have not been re-certified for self-inspection since January 1, 2020, please reach out to the Belk QA team at **Quality_Assurance_and_Product_Integrity@Belk.com** to be re-certified.
- Vendor certification for self-inspection is solely at Belk's discretion. At Belk's discretion, Vendor may be required to use Intertek for final inspection for programs or styles as deemed necessary even if Vendor is certified for self-inspection.
- All new Vendors, regardless of agent self-inspection status, need to be certified for self-inspection. Until certification is achieved, Vendors must use Intertek for all final inspections.
- All new brands and brand launches are required to go through Intertek for all final inspections for the initial launch season.
- Any chargebacks related to failing to meet the above requirements are noted in **Section 12.1**.

The Belk QA team will perform in store production audits each season to review production quality of shipped goods. Please note the following:

- If any issues are found, Belk reserves the right to request mandatory third-party final inspections for a duration of 10 subsequent shipments or up to 3 months of shipments.
- Depending on the severity and prevalence of issues found, Belk may issue additional quality chargebacks to cover product audit expenses and/or loss of sales, as noted in **Section 12.1**.
- A passed third-party final inspection does not absolve a Vendor of responsibility for any quality issues found in production. Vendors will still be held accountable for the quality of all production received by Belk, regardless of whether a third-party random final inspection was passed prior to shipment. Issues will be communicated from Belk Sourcing or Buying team at the time of discovery.

7.3 Product Label Requirements

For guidance on permanent label (i.e. brand, care, content, and country of production (COP) labels) type and placement, please refer to the following:

Apparel:

- Refer to the Belk Private Brands Vendor Requirements SharePoint site, folder Label & Hangtag Placements.
- Permanent label and hangtag placement is noted by family of business and brand (as needed).
- Only when an exception is needed based on the design/construction is guidance given on placement modification. This information will be communicated by Belk Sourcing or Buying team.

Footwear & Accessories:

- Please reach out to Belk Sourcing or Buying team for this information.

Home:

- Please reach out to Belk Sourcing or Buying team for this information.

7.4 Hanger Requirements

Belk expects the vendor to ship merchandise on VICS approved standard floor ready hangers. Please confirm with Belk Sourcing or Buying team if merchandise is to be shipped on a hanger or if it is to be shipped flat. Please review the GS1 Hanger Specifications for Floor-Ready Merchandise for more information.

Hangers must be ordered through one of Belk's nominated suppliers, Mainetti or SSI. Their contact information can be located in **Appendix J**. Failure to comply will result in a chargeback as noted in **Section 12.1**.

General Guidelines:

- Hanger type, size, color requirements can be found listed in **Appendix K**, including where sizers are required. For any hanger need outside of these set standards, Vendor should get exception approval from Belk Sourcing or Buying team.
- Except for suits, all two-piece garments must use both a top and a bottom hanger connected by the coordinate loop.
- Do not use foam padding or loose fabric inserts on pant hangers.

7.5 Product Packaging Requirements

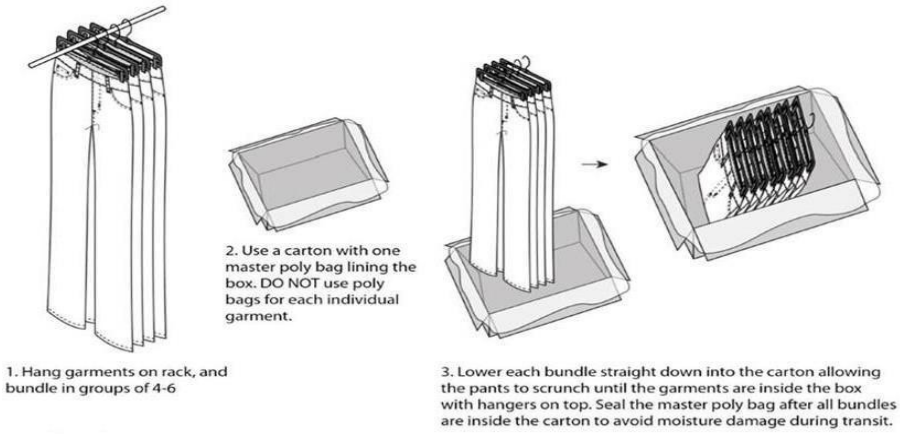
Vendors are required to package all product as follows:

- If product is in hanging format, the garment must be shipped on the hanger. Do not bundle hangers with cable, twine, or rubber bands.
- Unless confirmed otherwise by Belk Sourcing or Buying team, do not use pins, tape, clips, removable foam inserts on bottom hangers, excessive tissue, cardboard, or empty merchandise boxes as filler. There should be no excessive packing materials used.
- Group like product by style and color in one master polybag. Do not use individual polybags on single SKUs.
- Polybags need to have perforated tears for easy removal.
- Alternate top and bottom placement in the carton to eliminate excess bulk, maximize cube, and prevent shifting.
- Folded merchandise must have a clear size sticker or size strip affixed to the merchandise.
- Unless confirmed otherwise by Belk Sourcing or Buying team, close all buttons, zippers, and 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.

Section Eight: Shipment Preparation

8.1 Carton Packing

All merchandise must be packed in conveyable cartons. See the following example of how to pack items correctly:



8.1.1 Carton Packing Requirements

Cartons must be packed with the below requirements:

- Belk considers a prepack a carton. Each prepack will have its own GS1-128 label and will be shipped to an individual store. Please refer to **Section 8.3** for information on GS1-128 labels.
- Only one prepack should be packed within a master carton.
- Use a shipping carton that fits the merchandise. Merchandise should be packed 1/4" below the top of the carton and 1/8” from the sides of the carton. Cartons should be large enough to allow hangers to lie squarely in the carton.
- Cardboard inserts are acceptable.
- Each carton must contain merchandise for only 1 PO and only one store destination. All pack components must be shipped in a single carton.
- Lay garments folded and flat in the carton with the front side facing up.
- Cartons should be securely sealed with tape.
- 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.

8.1.2 Carton Packing Restrictions

The below are considered restricted for all cartons:

- Where possible, use biodegradable and recyclable packing materials.
- Do not use excessive packing materials inside the carton (cardboard, air pillows, inserts, foam pieces).
- Do not use packing peanuts.
- Do not band the outside of the carton. No bands of straps of any kind are allowed.
- Do not use plastic bags or hanger packs (except in suiting) as the external shipping container.

8.2 Carton Dimensions

For cartons to efficiently move through Belk facilities, Vendors must comply with the below dimensions and weight requirements:

CARTON REQUIREMENTS		
DIMENSION	**MINIMUM**	**MAXIMUM**
Length	12”	36”
Width	12”	26”
Height	2”	30”
Weight	5 lbs.	49 lbs.

If the above dimensions and/or weight requirements are not met, please reach out to the Belk Vendor Compliance team at **Belk_Compliance@Belk.com** for further instructions or a waiver in advance of shipment.

8.3 Carton Labels

All cartons shipped to Belk require a GS1-128 shipping carton label. Please see below label format example:

8.3.1 Carton Label Formatting

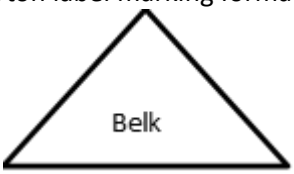
Please see the requirements below regarding proper GS1-128 carton label formatting. Violation of any of these requirements will result in a chargeback as noted in **Section 12.1**:

- GS1-128 carton labels must be a minimum of 6” high and 4” wide.
- The SSCC-18 barcode should be at least 1.26” high and 3” wide.

- Only store numbers should appear in the “MARK FOR” section of the GS1-128 carton label. Do not place the DC number or consolidation point numbers in this field.
- For specific families of business, 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. If your family of business is not listed above, color marking is not required.
    - **White:** Accessories/Jewelry/Other Center Core
    - **Green:** Shoes
    - **Black:** Cosmetics and Fragrances

8.3.2 Carton Label Marking

The below carton label marking format is required on all cartons:

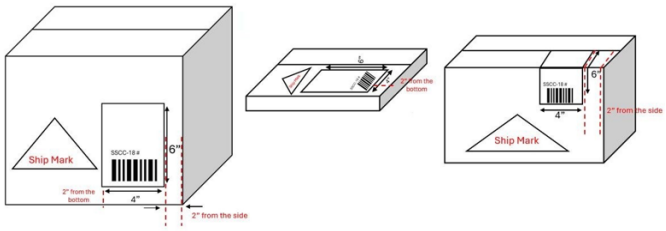


Style #:
Prepack ID:
Purchase Order:
Country of Origin:
Destination: USA

8.3.3 Carton Label Placement

Please see the requirements below regarding proper GS1-128 carton label placement. Violation of any of these requirements will result in a chargeback as noted in **Section 12.1**:

- On the longest side of the carton, place the GS1-128 carton label in the lower right corner 2” from the right side and bottom of the carton.
- Place the GS1-128 carton label on top of cartons that are under 4”.
- If the longest side of the carton is too short for the entire GS1-128 carton label to fit, place the label on the longest side and fold over the top of the carton.
- Do not fold over the SSCC-18 barcode.
- If the merchandise is to be displayed on the sales floor in the carton in which it is packaged, the carton label should not cover product information.
- Each carton label must be affixed to the carton in such a manner to withstand in-transit wear and tear.
- Please see an example of proper label placement below:



8.3.4 Carton Label Scanning Quality

Please see the requirements below regarding proper GS1-128 carton label scanning requirements. Violation of any of these requirements will result in a chargeback as noted in **Section 12.1**:

- The Vendor is responsible for ensuring that all GS1-128 carton labels can be scanned.
- Belk uses a high-speed sortation system where cartons are scanned with a read time of less than one second. Therefore, carton labels must be high quality and free of any defection in the barcode.
- Labels with line breaks, fading, smudging, aspect ratio issues, or label placement issues will not effectively pass through the sortation system.
- Please see these examples of scanning quality issues below:

Line Breaks | Fading | Smudging | Aspect Ratio Issues | Label Placement Issues

Section Nine: Shipping Standards

9.1 General Shipment Expectations

The Vendor is responsible for ensuring goods are made available at their U.S. warehouse in order for Belk to pick it up within the shipping window as detailed out in **Section 8.2**. The Vendor must bear all risks associated with the container, including delay, loss, damage, and demurrage.

Please Note: Belk does not support any Port of Entry Shipments.

9.2 Ship Date Expectations

The PO provides a shipping window with an NBD and a NAD. Vendors are to ship all orders within this designated window. If the Vendor cannot ship within the designated ship window, then it is the Vendor's responsibility to reach out to the Belk Sourcing or Buying Team for an extension on the PO shipping window prior to shipping. Vendor will face a chargeback if the PO is not shipped within the ship window on the PO, as noted in **Section 12.1**.

9.3 Advance Shipment Notice (ASN) Standards

Accurate ASN information must be transmitted by the time the shipment is picked up by the carrier. All ASNs must be sent at the shipment level, not the PO level. ASN data can be transmitted up to 7 days prior of the physical ship date. Please note the following:

- The ship date in the ASN should be the scheduled pickup date, not the date the ASN data is transmitted.

- For collect shipments, the ASN must use the Transplace ME number as the Bill of Lading (BOL) number.
- If the ASN is not available to the DC at the time the shipment reaches the facility, the Vendor is subject to a chargeback, as noted in **Section 12.1**.
- If the ASN is not available to the DC by the time the shipment is processed, the Vendor is subject to chargeback, as noted in **Section 12.1**.
- The ship date for all Belk documentation and compliance is the ship date on the ASN, regardless of the actual ship date.
- If an ASN requires a correction, the file must be resent as an original (BSN01 = 00) and the document ID must stay the same (BSN02 = ASN number), using a new ISA control number.
    - The new transmission will overwrite the previous version in the system. Do not reuse an ASN number (BSN02) for different shipments, as the system will process the file as a revision and overwrite the previously received data.
- Please reference the **EDI FAQ document** for additional instructions.

9.4 BOL Requirements

Please see below for requirements for collect and prepaid shipments:

Collect Shipments:

Use of UberFreight/Transportation Management System (TMS) BOL is mandatory.
Please contact the Belk Compliance team at Belk_Compliance@Belk.com if you have any questions.
Further information regarding TMS can be found in **Section 10.1**. Please note the following:

- A complete and accurate BOL is required at the time of carrier pickup.
- Signatures, trailer number and seal number must be present.
- No handwritten modifications to POs will be accepted.
- Any shipment changes (i.e. PO additions, weight/cube/carton or pallet count adjustments) must be made in TMS prior to shipping so an updated BOL can be downloaded from TMS and provided to the carrier at pickup.

Prepaid Shipments:

All BOLs must include the following information:

- Total carton count per PO
- Total weight
- BOL number
- National Motor Freight Classification (NMFC) item number
- Applicable class

BOLs must have the following information at the time of loading:

- Appointment time
- Driver time in
- Driver time out
- Driver/Vendor signature

Please note the additional requirements:

- Less than a truckload (LTL) shipments pallet count should also be noted on BOL.
- 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 POs within the shipment. If any shipment arrives at a Belk facility without the BOL and without a complete list of all POs 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 POs.
- Prepaid shipments do not need to be routed in TMS.
- If a live unload appointment is needed, please reach out to DC contacts below and provide carton count, PO number, and delivery date/time. Live unload requests must be submitted 48 hours from requested appointment time. ASN must be present upon arrival.
    - **Blythewood:** **737ApptRequests@belk.com**
    - **Jackson:** **744ApptRequests@belk.com**

9.5 Shipment of Hazardous Materials

Any shipment containing hazardous materials, including but not limited to all types of batteries, must be fully disclosed via email to the following teams prior to booking of shipment:

- Belk Sourcing team
- Belk Transportation team at **Belk_Logistics@UberFreight.com**
- Julianne Edwards, International Logistics Manager - Supply Chain at **Julianne_Edwards@Belk.com**
- Lisa Anderson, Director – Inbound Transportation at **Lisa_B_Anderson@Belk.com**

Additionally, Safety Data Sheets (SDS/MSDS) must be provided to the above teams prior to first shipment.

Belk considers hazardous material to be defined by national and international regulations as set forth in **Appendix L**. The U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration (DOT PHMSA) provides a **Hazardous Materials Information Center** for information concerning hazardous materials transportation and rulemakings.

9.5.1 Dangerous Goods Declaration (DGD)

This disclosure must include a completed and signed DGD. The DGD is also known as both a Shipper's Declaration for Dangerous Goods and a HAZMAT declaration. The DGD must accurately reflect the shipment's contents and adheres to all relevant regulatory requirements. Failure to provide a will result in a chargeback as noted in **Section 12.1**.

9.5.2 Lithium Battery Shipment Requirements

All merchandise shipped to Belk containing specifically a lithium battery must be labeled in correspondence with the **Lithium Battery Guide for Shippers** from DOT PHMSA. Failure to meet the regulations as noted in this guide will result in a chargeback as noted in **Section 12.1**.

Section Ten: Routing Guide

10.1 TMS Basics and Vendor Set Up

Vendor shipments must be routed to Belk DCs through Transplace's online TMS portal. Collect Vendors who require access to TMS or need to have an additional ship location added, should contact the Belk Transportation team at Belk_Logistics@UberFreight.com for set up.

A URL address and login ID will be provided to access the following TMS portals:

- **Transplace Order Management System (OMS):** check PO status and route POs
- **Transplace External Shipment Monitoring Portal:** view load status/carrier assignment, download BOL, and update select shipment quantities

10.2 Routing Requirements

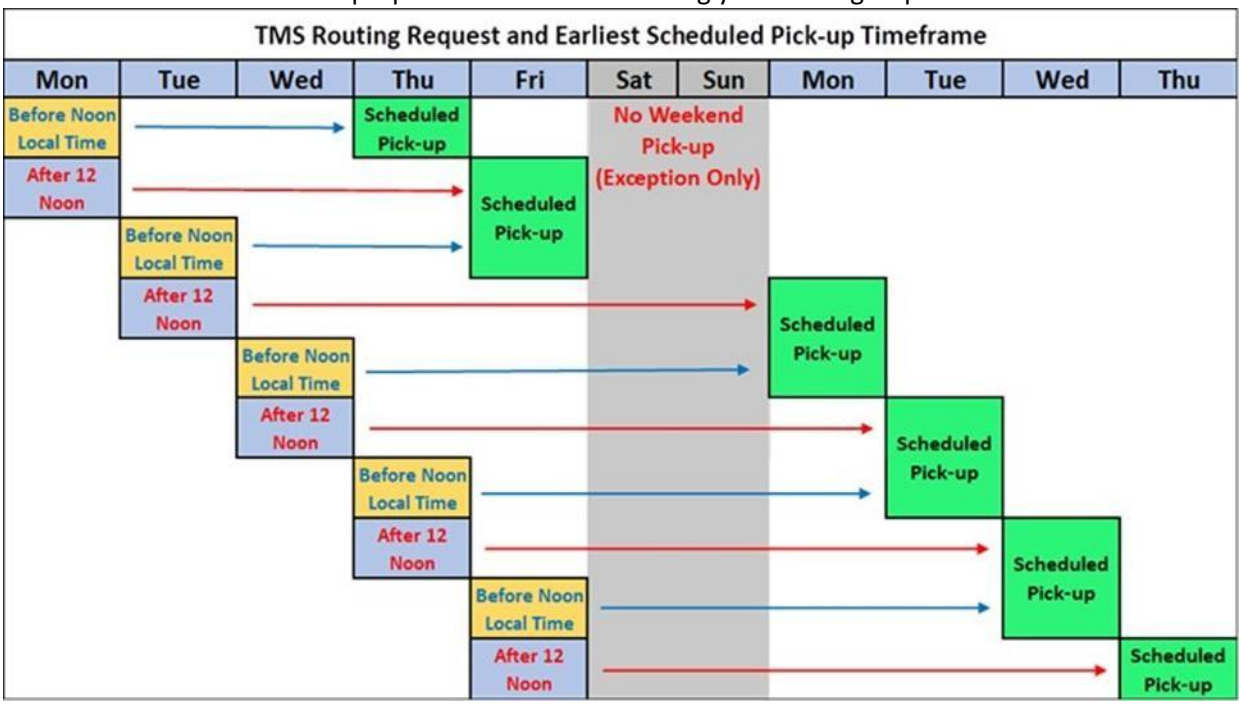
All collect POs must be routed through TMS and assigned a Transplace Load number and carrier before Vendor can ship. Any unauthorized shipments are subject to a chargeback as noted in **Section 12.1**.

Routing Timeline:

Routing requests must be submitted no less than 72 business hours prior to the expected ship date. All requests submitted after 12 PM local time 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 12 PM local time on the Wednesday prior.
- If shipment has an expected ship date of Thursday, TMS entry must be submitted no later than 12 PM local time on the Monday prior.

The below chart outlines the proper timeline for submitting your routing request:



Routing Request Standards:

- Vendors must provide accurate carton count, unit count, cube and weight for each PO when routing. Cube/weight estimates should be based on the floor loaded product.
- Routing request should not exceed truckload quantity (3500 cube and 43,000 lbs.).
- If PO will exceed 1 truckload, Vendor should create additional routing requests for the balance of the PO.
- The following can be used for calculating cubic feet: multiply length by width by height and divide the total number by 1,728 (total cubic inches per cubic foot).
- Any POs that will be shipping to the same DC within the same ship window should be consolidated into truckload quantities when routing. Please reference the **Vendor Quick-Step Guide for TMS** for additional instruction on multi-PO release.
- LTL sized shipments to the same DC routed for consecutive pick-up dates are subject to a Vendor chargeback. See **Section 9.3** if new routings need to be combined with a previously routed shipment.
- Requested pickup dates must be Monday through Friday and must be within the PO ship window. The requested pickup date should be at least 1 day prior to cancel date.

10.3 Shipment Changes

See below for further details regarding shipment changes:

- Vendors will have access to update the following fields in the Transplace External Shipment Monitoring Portal: unit quantity, handling unit, weight, and cube.
- Adjustments to packaging unit (carton count) can be made in the Transplace OMS Portal.
- Any shipment adjustments that will result in a mode change need to be emailed to the Belk Transportation team at **Belk_Logistics@UberFreight.com**.
- Vendors cannot make any changes to “Earliest Time”, “Latest Time” or “Pick up Address” after PO release. Vendor should contact the Belk Transportation team at **Belk_Logistics@UberFreight.com** if adjustments are needed.
- Transplace will review any changes that result in an “error” status.
- Any POs added to an existing shipment will need to be entered as a new release. Vendor can request that the PO be added to a specific shipment by including the Transplace BOL number/Load number in the comments section when releasing a new PO.
- If freight can be added to an existing load without changing the mode, this is preferred.
    - If new POs are added to an existing shipment inside of the 72 hour routing window, a routing exemption must be requested to avoid a chargeback of the new release.
- If overflow occurs when loading, please reach out to the Belk Transportation team at **Belk_Logistics@UberFreight.com** so shipment can be adjusted to reflect POs and quantities that were loaded. Any overflow will need to be re-routed and assigned a new Load number.

10.4 Shipping/Carrier Assignment

See below for further details regarding shipment charges:

- Carrier assignment, especially on small sized shipments, may not occur until 2 business days prior to requested pick-up date.
- Carrier assignment and load status can be viewed in the "External Shipment Monitoring" portal.
- Vendors are only permitted to ship with an assigned carrier if the load is in "Tender Accept" status.
- If load status is in any other status other than "Tender Accept," routing will not be confirmed until issues are resolved, and status is updated in the "External Shipment Monitoring" portal.
- Loads that are shipped with an unauthorized carrier are subject to a chargeback, as noted in **Section 12.1**.
- It is the Vendor's responsibility to schedule a pickup appointment with Belk's assigned carrier immediately. Any problems with carrier pick up should be reported to the Belk Transportation team at **Belk_Logistics@UberFreight.com**.
- If freight will not be ready on the scheduled pick-up date, Vendor will be responsible for reaching out to Belk's assigned carrier to reschedule pick-up. Please note, carrier must be notified at least 24 hours prior to scheduled pick date or a chargeback will be incurred as noted in **Section 12.1**.
- If the assigned carrier schedules a pick up date outside of PO ship window, please notify the Belk Transportation team at **Belk_Logistics@UberFreight.com**, the Belk Compliance team at **Belk_Compliance@belk.com** and the Belk Sourcing or Buying team.
- Chargebacks will apply for any cartons that are shipped to the wrong DC, as noted in **Section 12.1**. Please refer to the store to DC mapping guides below:
    - BlythewoodShippingandReceivingLocations100825.pdf
    - ByramShippingandReceivingLocations100825.pdf
    - FineJewelryShippingandReceivingLocations101425.pdf

10.5 Small Parcel Collect Shipments

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 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 Transplace BOL number/Load number supplied to you by TMS. Omission of the Transplace BOL number will result in a chargeback as noted in **Section 12.1**.

Under the FedEx Collect arrangement, FedEx will invoice shipping charges directly to Belk. FedEx will invoice your account for the weekly pickup fee, on-call pickup fee and most of the additional accessorial charges related to the shipment.

If you do not have a FedEx account, go to **http://fedex.com** or call **1.800.GoFedEx 1.800.463.3339** and say "New Account Setup." If you already ship to other recipients via FedEx Collect, use the same FedEx account number.

With your FedEx account number, you can create FedEx Collect barcode labels and request a FedEx Ground® pickup using a FedEx electronic shipping solution, such as FedEx Ship Manager at **http://fedex.com** or FedEx Ship Manager Software. To do so:

- Select FedEx Ground as your service choice.
- Select the "COLLECT" (Authorized Ground Accounts only) option in the "Bill Transportation To" drop-down list in the Billing Details section.
- Print your label and affix it to the package.

10.6 Shipment Palletization

Pallets should only be used on LTL shipments, and all LTL shipments must be palletized. Truckload, FTL or Intramodal shipments are prohibited to be palletized. See below for further information:

LTL Shipments

- For shipments assigned to LTL mode types (including consolidation), Vendor must update their pallet count and pallet weight via TMS "Shipment Monitoring Portal". This must be updated 24 hours prior to pick up date. Failure to add pallet count in TMS will result in a chargeback as noted in **Section 12.1**.
- 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.

Truckload & Intermodal Shipments

- Belk policy prohibits the use of pallets for truckload and intermodal shipments unless prior written authorization is given by the Belk Logistics team (**Belk_Logistics@UberFreight.com**) for each shipment. If written authorization is not given prior to arrival of PO, Vendor will be subject to chargeback as noted in **Section 12.1**.
- Any long-term exemption must be requested through the Belk Compliance team at **Belk_Compliance@Belk.com**.
- If pallet approval is obtained, Vendor should route POs in TMS, including pallet count & weight.

10.6.1 Shipment Palletization Requirements

See below for further details regarding pallet requirements:

Pallet Requirements

- Use 48"x 40" or 48" x 42" pallets
- Must ship on 4-way access wooden pallets
- Must ship on grade B or higher pallets

Pallet Label Requirements

Each pallet must be labeled containing:

- DC location
- x of x total pallets (per DC)

Build Pallets Standards

- No overhang permitted
- **Stackable Pallets:** Create pallets 48" high

- **Non-Stackable Pallets:** Create pallets 8’ high
- Best practice is to create pallets less than 5’ in height and to create two 48” pallets and double stack them
- Product should be double stacked unless merchandise is breakable. Vendor is responsible for any damages due to palletization
- Pallets must be loaded with a single DC destination per pallet
- Pallets must be stretch wrapped

10.7 Transportation Vendor Expense Sharing

To maintain competitive freight costs, Belk requires all Vendors to ship to Belk DCs from the nearest Vendor distribution point. Due to higher freight costs of shipping across the country, Vendors shipping from west of the Mississippi River or outside of the 48 contiguous states will share half of the total freight expense.

In addition, Belk utilizes a freight consolidator to minimize freight costs. Belk requests all Vendors to consolidate shipments as much as possible from the origination point. If, however, the Vendor’s shipment is routed through a consolidator (CA and areas surrounding NJ), Vendor will be charged the smaller consolidation cost while Belk will cover the higher full freight cost from the consolidation point to Belk’s DCs. Both of these expense sharing charges will be listed on the payment remittance as a freight chargeback deduction, as noted in **Section 12.1**.

Section Eleven: Returns to Vendor (RTV)

There are occasions when Belk must return merchandising to Vendor, as detailed below. Belk does not consolidate returns to Vendors. All returns will be shipped via Fed Ex, as they are received at the DC from store locations. Vendor pick up and company account numbers for FedEx or UPS are not allowed. Please see below for further information about each type of returned merchandise:

- **Damaged Merchandise**: Damage allowances will be taken off invoice per the Vendor’s agreement with the Belk Buying 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.
- **Defective Merchandise**: Merchandise that is deemed to be sub-standard and/or not according to the product specification agreed upon with the Belk Buying team will be returned to the Vendor and the Vendor will be charged for inbound and outbound freight charges.
- **Unsold Merchandise**: Seasonal and stock adjustment returns will be determined by the Belk Buying team and negotiated with the Vendor on an as needed basis.

Section Twelve: Compliance Chargebacks

Vendors are subject to chargebacks based on a specific list of reasons. This allows Belk to keep each Vendor accountable and ensure that agreed upon expectations as outlined in the Private Brands DI VBR are met.

12.1 Chargeback Table

The chargeback rates listed for the following reason codes (RC) are applicable to the full PO unit quantity or carton quantity: 29, 35, 37, 43, 45, 46, 56, 58, 67, 80, 81, 84, 85, 89, 96, 99 & 101

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
104	Late receipt of first fit sample	$100 per sample
105	Late final fit approval	$100 per style
106	Missing or unauthorized party for product testing	$500 per occurrence
107	Missing or unauthorized party for final inspection	$500 per occurrence
121	Late receipt of ad/ecom sample/image	$100 per sample
128	Product shipped with a failed test report or final inspection	Full FOB cost of the PO; At Belk's discretion, Belk will not pay invoice or will chargeback full FOB cost
PURCHASE ORDER SHIPMENTS		
48	PO not shipped once and complete	$500 per PO per occurrence of additional shipments on same PO
82	No order on file/shipped without a valid PO	$25 per store per PO
88	Not ordered/substituted SKU shipped	$25 per carton + 10% of total cost
89	Quantity received in excess of quantity ordered	$25 per carton + 10% of total overage items cost
90	PO shipped early	$25 per store per PO
96	Store not on PO	$25 per carton
97	Shipped past cancel date	$25 per store per PO
108	Freight on board vessel 1-7 days past cancel date	5% FOB cost discount or at Belk's discretion, air 100% prepaid
109	Freight on board vessel 8-14 days past cancel date	10% FOB cost discount or at Belk's discretion, air 100% prepaid
110	Freight on board vessel 15+ days past cancel date	20% FOB cost discount or at Belk's discretion, air 100% prepaid
EDI/ASN INFORMATION		
29	Incorrect ASN vs carton contents (SKU quantity does not match what is listed on ASN)	$5 per store per PO

36	Late ASN transmission	$5 per carton
67	Incorrect/inaccurate SKU on ASN	$5 per carton
75	Missing/unusable/incorrect ASN	$10 per carton
PRODUCT PREPARATION		
46	Missing size strip tape or sticker (if applicable)	$0.60 per unit, minimum $50 per PO
80	Missing/incorrect/unscannable UPC ticket or incorrect ticket/label placement	$0.60 per unit, minimum $50 per PO
81	Missing/wrong retail	$0.60 per unit, minimum $50 per PO
84	Missing or wrong hanger type/size/sizer/color	$0.60 per unit, minimum $50 per PO
98	SKU from different vendor	$7 per carton
99	Unknown UPC (not recognized in Belk system/not on Belk PO-850)	$7 per carton
101	Missing or defective UPC/RFID hangtag or sticker, or UPC/RFID hangtag or sticker sourced from non-approved supplier	$0.60 per unit, minimum $50 per PO
116	Hanger sourced through non-approved supplier	$500 per order
CARTON PREPARATION		
35	Cartons do not meet minimum/maximum conveyable dimensions or weight	$2 per carton
37	Incorrect or missing PO number/store/department on carton	$10 per carton
43	Excessive packing materials used	$10 per carton
45	Missing carton color code label (if required)	$25 per store per PO + $0.25 per carton
56	Not packed separately by store or PO number	$75 per carton
58	Items shipped in individual polybags	$20 per carton
85	Missing/unscannable GS1-128 carton label or missing information on carton label	$10 per carton
SHIPPING AND TRANSPORTATION		
27	Freight not available for pickup at confirmed carrier appointment time	Missed appointment fee + $250 handling
59	Missing shipment ID in FedEx reference field	$250 handling + full freight invoice amount
68	BOL is unavailable or TMS ME number not present on BOL for collect shipments	$250 per shipment
72	Routing request received after 12pm local time, 3 business days prior to requested ship date	$250 per routing request
73	Inaccurate cube, weight, carton count, or PO numbers listed on routing request	$250 per shipment or $250 handling + full freight invoice (charge will be determined based on cost impact to Belk)
74	Failure to palletize LTL shipments, pallet count incorrect, or information is unavailable in TMS	$250 per shipment

76	Expense sharing of 50% freight cost for shipments originating west of the Mississippi River	50% of full freight invoice amount
77	Expense sharing of consolidation costs	100% of consolidation charge from consolidator
79	BOL is incorrect or incomplete. Incomplete: missing signature, seal number, or PO number. Incorrect: wrong BOL for the load or erroneous data on BOL	$250 per shipment
93	Unauthorized shipment or unauthorized carrier used	$500 handling + full freight invoice amount
94	Other transportation charges (accessorial fees including but not limited to layover, additional miles, reweigh charge, and failure to identify/declare hazardous material shipments)	$250 handling + full amount of fees assessed
95	Shipped to wrong DC or location	$125 handling per Distribution Center + $10 per carton
118	Failure to provide TMS load number on ASN	$250 per shipment
119	Detention loading	$250 handling + full amount of fees assessed
120	Unauthorized pallets for truckload (FTL)	$250 per shipment
INVOICES AND ACCOUNTS PAYABLE		
34	Invoice not sent via EDI 810	$50 per invoice
40	Invoice not consolidated or missing information	$25 per invoice
41	Trade discount	Agreed to terms
102	Invoice sent prior to final ASN/shipment	$100 per occurrence
103	Short shipment between 5% and 10% of PO	5% of FOB cost of total PO original quantity
131	Short shipment greater than 10% of PO	10% of FOB cost of total PO original quantity; At Belk's discretion to cancel
CHARGEBACK INQUIRIES		
25	Other – Accounts Payable deduction	Will vary by claim type

12.2 Chargeback Inquiries and Disputes

Chargeback inquiries and disputes are handled by unique teams depending on their reason code. For a list of who to contact for each reason code, please reference the Belk Reason Code List on the **Vendor Resources Page**.

Chargeback inquiries and disputes with invoice numbers beginning in "AI-" should be submitted through the **OpenText™ Trading Grid Intelligence Deduction Management portal** (OpenText™ Portal). The OpenText™ Portal provides detailed information on transportation and compliance related chargeback deductions. The OpenText™ Portal requires a unique user ID and password to log in. Please contact the

Belk Compliance team at **Belk_Compliance@Belk.com** with your Vendor account number, full name, and email address to be set up for access.

Any additional questions may be sent to the Belk Compliance team at **Belk_Compliance@Belk.com**. Please note, all chargeback inquiries and disputes must be made within 90 days of the invoice date.

Section Thirteen: Payment Information

13.1 Invoices

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

Requirements:

- Invoices must include the Vendor UPC number.
- Original invoices should be transmitted by EDI.
- If the PO is for a pre-pack, then the pre-pack UPC should be on the invoice, not the component UPCs.

Restrictions:

- If not already certified for EDI invoicing, do not begin transmitting the EDI 810 document until the testing process is complete.
- Do not send copies, screen prints, or duplicate invoices unless requested.
- Do not send order confirmations, packing slips, or BOL to the Belk Accounts Payable (AP) center.

13.2 Terms and Conditions of Payment

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

All Vendor obligations (including, without limitation, Vendor allowances and chargebacks) (collectively, "Vendor Obligations") earned and due to Belk will be processed against Vendor invoices within the same fiscal quarter. If Belk is unable to recover the Vendor Obligation within the fiscal quarter earned against Vendor invoices, Vendor reimbursement to Belk will be required to resolve the situation within 30 days of end of the fiscal quarter in which the Vendor Obligation is earned. This policy applies to all Vendor obligations negotiated between the Belk Buying team and the Vendor and supersedes any other verbal agreements on when Vendor Obligations will be processed against invoices.

13.3 AP Vendor Portal

The AP Vendor Portal (Vendor Portal) can be found at **https://vendorportal.belk.com/VendorPortal/**. The Vendor Portal should be used as the primary source of information to answer all chargeback and payment inquiries. The Vendor Portal will provide important Vendor information including check information, details of current trial balance, the status of an invoice, Vendor adjustments, return packing slips and tracking information, and all chargeback deductions. The Vendor Portal requires a 12-digit account number to log in. Please contact the Belk VCG team at **VCG@Belk.com** to be set up for access.

Section Fourteen: Belk Contact Information

CONTACT GROUP	EMAIL
Vendor Onboarding Questions	Vendor_Relations@belk.com
Transportation and Routing Questions	Belk_Logistics@UberFreight.com
Vendor Compliance Requirements Chargeback Questions/Disputes	Belk_Compliance@belk.com
ASN Questions	ASN@belk.com
EDI Questions	EDI@belk.com
AP Questions Invoice Questions	AP_Corresponence@belk.com
UPC Ticket Information	BSS_ICG@belk.com
Vendor Address Information Information Maintenance Vendor Portal Questions	VCG@belk.com

Belk Mailing Address:
Belk Private Brands
2801 W. Tyvola Road
Charlotte, NC 28217

Appendix A: Belk Code of Conduct

Vendors represents and warrants the following:

That we are aware of all relevant laws and regulations of the country or counties in which our company operates. That we will inform Belk in case of conflict between provisions of the Code of Conduct and any applicable laws or regulations in our countries of operation.
That we will observe and conform to the Code of Conduct in its entirety based on a development-oriented approach and without amendment or abrogation. That Belk agents and/or any third-party organization acting on Belk's behalf may carry out audits with or without notice at business premises of our contractors and subcontractors at any time.

We shall notify Belk or the agent 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 the agent on behalf of Belk. We guarantee that the production of goods and/or delivery of services for Belk or the agent on behalf of Belk is carried out exclusively at the locations we have indicated. We understand that failure to inform Belk or the agent 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. We will use the Code of Conduct for purposes relating to business and monitoring of activities related to Belk.

Every factory must sign and return the Belk Private Brands Code of Conduct and the acknowledgement of having reviewed and understood the Belk Vendor Business Requirements. Failure to comply with this requirement will cause the factory to be ineligible for Belk production. It is important that Belk Private Brands Vendors place business on behalf of its consumers and stockholders with Vendors and supply chain partners (collectively, "Suppliers") whose practices are compatible with Belk's brand values. Therefore, in accordance with these values the Belk Private Brands Code of Conduct (the "Code of Conduct") aims to achieve compliance with certain social, legal, human rights, and environmental standards. By acceptance of the Belk Code of Conduct, Belk Private Brands Vendors are, within their scope of influence, committed to acknowledge the social, legal, human rights and environmental standards laid down in this Code of Conduct and take appropriate measures within their company policy for their implementation and compliance by their Suppliers. Belk Private Brands Vendors must, in addition, cause their Suppliers to 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 minimum requirements that all Belk Private Brands Vendors must meet in order to do business or continue to do business with Belk.

☐ **By checking this box and signing below you have received and understand the Belk Code of Conduct and acknowledge the receipt and understanding of the Vendor Code of Conduct and Belk Private Brand Vendor Business Requirements.**

Vendor/Factory Name: _____
Print Full Name: _____
Signature: _____
Title: _____
Date: _____

Appendix B: Belk Factory Profile

Belk Factory Profile

FACTORY NAME (Offical Business Name):	DATE COMPLETED:

FACTORY CONTACT INFORMATION			
FACTORY NAME- Business name and any alias			
FACTORY STREET ADDRESS			
FACTORY CITY			
FACTORY STATE/PROVINCE			
FACTORY COUNTRY			
CONTACT PERSON 1		Email Address	
	Phone:	Title:	
CONTACT PERSON 2		Email Address	
	Phone:	Title:	
CONTACT PERSON 3		Email Address	
	Phone:	Title:	
EXPORT COUNTRIES			

FACTORY INFORMATION

YEAR ESTABLISHED _____

TOTAL NUMBER OF EMPLOYEES _____

PRODUCT CATEGORIES _____

FACTORY VAT NUMBER _____

FACTORY BUSINESS LICENSE NUMBER_____

VENDOR INFORMATION (if applicable)- Please indicate N/A if no vendor is used

VENDOR _____

CONTACT PERSON _____

VENDOR ADDRESS _____

PHONE# _____ MOBILE: _____

EMAIL ADDRESS

AGENT INFORMATION (if applicable)- Please indicate N/A if no agent is used

AGENT _____

CONTACT PERSON _____

AGENT ADDRESS _____

PHONE# _____ MOBILE: _____

EMAIL ADDRESS

CUSTOMER BASE

CUSTOMER	% TOTAL BUSINESS	CUSTOMER SINCE	MENS/WOMENS/ KIDS	PRODUCT CATEGORY	

Belk Factory Profile

Social Compliance Certification Status	*Submit Copy of the Full Audit and CAP*		
Certifications/Systems	Date	Customer/Brand/Retailer	Audit Company name
3rd Party Accredited Social Compliance Audit			
Other			

Security Compliance Certification Status	*Submit Copy of the Full Audit and CAP*		
Certifications/Systems	Date	Customer/Brand/Retailer	Audit Company name
3rd Party Accredited Security Compliance Audit			
Other			

AGENT		
FACTORY/SUPPLIER (COMPANY)		
AUTHORIZED SIGNATURE	By Checking the box below and printing your name below, you signify that all information presented herein is true and accurate to the best of your knowledge and that you are authorized to digitally sign this document on behalf of the Company	
DIGITAL SIGNATURE	☐ Check Here to Confirm the Above	
PRINT NAME/TITLE		DATE:

Appendix C: Anti-Forced Labor Letter

_____ __, 20__

Dear Supplier Partner (Vendor/Agent/Factory):

Recently, the United States government has barred United States companies from all business activities that may be a result of forced labor. Forced labor is a human rights abuse that hurts vulnerable workers, law-abiding businesses, and consumers. The United States will not tolerate forced labor in our supply chains and will continue to stand up against cruel and inhumane labor practices.

The United States Customs and Border Protection (CBP) defines "forced labor" as follows:

- Forced labor is all work or service which is exacted from any person under the menace of any penalty for its nonperformance and for which the worker does not offer work or service voluntarily. Indentured labor is defined as work or service performed pursuant to a contract, the enforcement of which can be accomplished by process or penalties. This includes forced or indentured child labor.

CBP implements laws, regulations, and legal requirements to prevent merchandise produced in whole or in part in a foreign country using forced labor from being imported into the United States.

We are required to conduct due diligence of all our supplier partners to determine where the entity and its affiliates may be involved in the practice of forced labor. To validate we have completed our due diligence, we require that you confirm the following by executing this letter:

- As a Belk supplier partner, you understand the legal requirements and significant restrictions we and United States companies are subject to under United States law.
- There is no involvement by your company or any subsidiary or affiliates of your company with any company suspected of or engaged in the use of forced labor.

We appreciate your attention and prompt response regarding this matter.

Sincerely,
BELK INTERNATIONAL, INC.
Jeff Isom
Director, International Trade & Customs Compliance

Acknowledged and Agreed:
Company Name: _____
Title of Signee: _____
Printed Name of Signee: _____
Signature: _____
Date: _____

Appendix D: Domestic Importer Checklist

Factory Name:
Date:

The Onboarding team has requested and received the following compliance documents signed from the Vendor and each production factory:

Vendor Level
_____Codes of Conduct for Vendor, each factory proposed for Belk production
_____New Vendor/Factory Profile
_____ Anti-Forced Labor Statement

Factory Level
_____Codes of Conduct for each factory proposed for Belk production
_____New Vendor/Factory Profile
_____Social compliance audit conducted within the last year with CAP
_____ Anti-Forced Labor Statement

Please note that all forms are required to move forward. Do not send unless and until the paperwork is complete. It will not speed the process to send piecemeal. Only send the forms requested above and include the checklist when returning the documents.

Thanks,
GTCC

Revised 2025

Appendix E: Vendor Acknowledgement of VBR

[Date]

[Company Name]
[Company Address]

Re: Belk Private Brands Domestic Importer Vendor Business Requirements

[Company Name] (“Vendor”) is subject to the terms and conditions set forth in the Belk Private Brands Domestic Importer Vendor Business Requirements, also referred to as the VBR, currently located at https://www.belk.com/customer-service/about-us/vendor-resources/ as amended from time to time. Vendor shall comply with all terms and conditions within the VBR, including without limitation, all legal requirements set forth in the VBR. The terms and conditions set forth in the VBR shall continue to govern the relationship between the Vendor and Belk.

Executed:
[Company Name]

By: _____
Name: _____
Title: _____

Appendix F: Terms and Conditions of PO

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 Private Brands Domestic Importer Vendor Business Requirements. 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 Private Brands Domestic Importer Vendor Business Requirements.
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, without penalty, to cancel any purchase order, in whole or in part, in the event that Purchaser’s use of the merchandise is prevented, hindered, or delayed by or during the period of a force majeure event or circumstance outside of Purchaser’s control, including without limitation any fire, flood, earthquake, epidemic, pandemic (including, but not limited to, COVID-19 and any voluntary or mandated mitigation measures with respect thereto), government action, riot, strike, war and/or other force majeure event.
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 Private Brands Domestic Importer Vendor Business Requirements, 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 has been priced, stamped, labeled, tagged, marked, invoiced, and delivered in full compliance with (i) all applicable international, federal, state, and local government (and all departments, boards, bureaus and commissions thereof) laws, rules, standards, orders, rulings, rules, guides and regulations, including, but not limited to the Federal Trade Commission Act, the Consumer Product Safety Act, the Transportation Recall Enhancement, Accountability, and Documentation Act, the Textile Fiber Products Identification Act and regulations relating to statement of fiber content of rayon, wool, linens, and other textiles contained in such merchandise, the Wool Products Labeling Act, the Care Labeling Rule, the Fair Packaging and Labeling Act, the Magnusson-Moss Warranty Act, the Federal Hazardous Substances Act, the Poison Prevention Packaging Act, the Radiation Control for Health and Safety Act, the Food, Drug and Cosmetics Act, California Proposition 65, and the Fur Products Labeling Act, and (ii) the laws, regulations and rules of all countries in which merchandise is produced or delivered. Vendor shall provide to Belk any information that is required to be displayed in order to comply with laws applicable to eCommerce sales of the merchandise [including but not limited to any California Proposition 65 warnings].

   C. Guarantee that all merchandise ordered hereunder has been or will be manufactured, compounded, or produced in full compliance with (i) all applicable international, 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 Private Brands 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.

(5) Any unfair competition.
(6) Any unfair or deceptive trade practices in connection with the merchandise and/or the product content furnished by Vendor to Belk.
(7) Personal injuries or other damages sustained by any person from the use or misuse of the merchandise.
(8) Any claim of strict liability, negligence, recklessness, or willful misconduct on the part of Vendor and/or relating to the merchandise.

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.

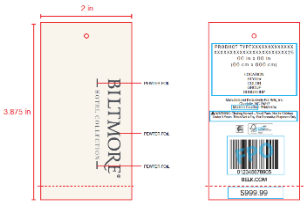
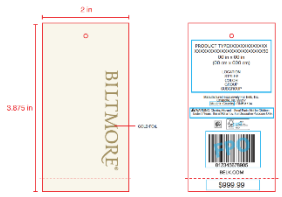
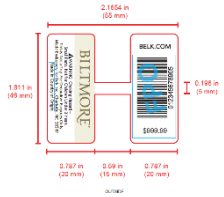
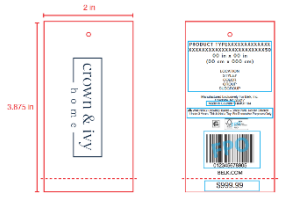
9. No assignment or other transfer of this Purchase Order, by Vendor, to any third party, will operate to create any liability by Purchaser hereunder to any such third party without the prior written consent of Purchaser to such assignment or transfer; provided, however, that nothing hereinabove contained 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.

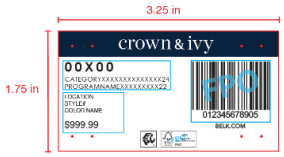
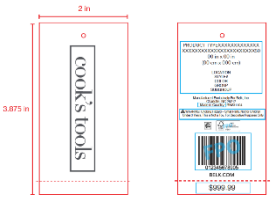
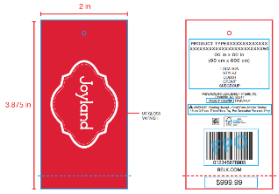
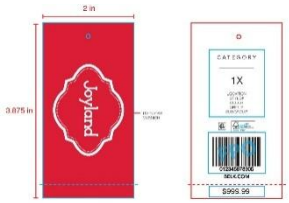
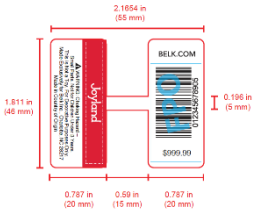
10. If any provision of this Purchase Order, specifically including any provision contained in the following Billing and Shipping Instructions, shall be construed, or held to be invalid or unenforceable by any court of governmental body or agency having jurisdiction thereof, then this Purchase Order 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.

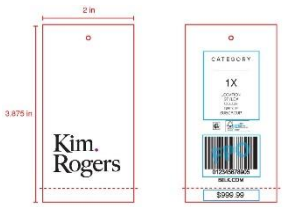
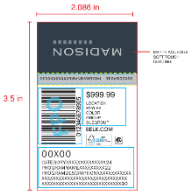
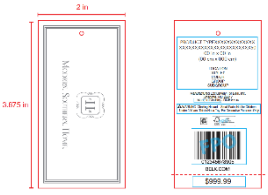
11. No modification of or addition to these terms and condition shall be affected by any course of dealing or usage of trade, or acceptance or acknowledgement by Vendor of any Purchase Order or other form submitted by Vendor containing additional or different terms or conditions. Purchaser and Vendor 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.

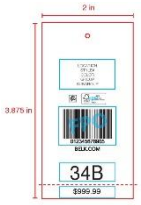
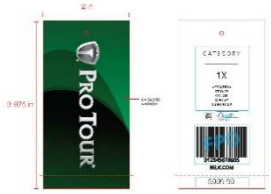
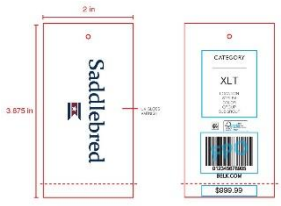
12. This agreement shall be controlled, construed, and enforced in accordance with the laws of the State of North Carolina. Purchaser and Vendor hereby consent to the jurisdiction of the federal and state courts in Mecklenburg County, North Carolina, in connection with any dispute between the parties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

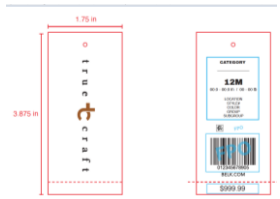
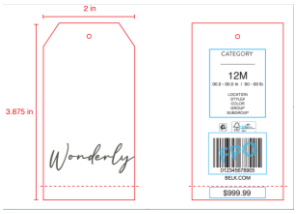
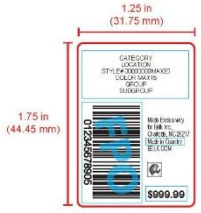
Appendix G: UPC/RFID Ticket Catalog

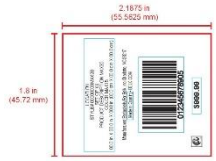
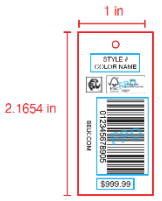
ORDERABLE CODE	BRAND	IMAGE	TYPE	CATEGORY	PRODUCTION LOCATIONS	ORDER LOCATIONS	PRICE PER UNIT
BH21-HT-MAIN-HM-RFID	BILTMORE HOTEL		HANGTAG	HOME	CHINA	CHINA INDIA VIETNAM	$0.0908
BILT21-HT-MAIN-HM-RFID	BILTMORE		HANGTAG	HOME	CHINA	CHINA INDIA VIETNAM	$0.0908
BILT21-STK-HM-RFID	BILTMORE		STICKER	HOME	CHINA	CHINA INDIA VIETNAM	$0.0930
CI22-HT-MAIN-HM-RFID	CROWN & IVY		HANGTAG	HOME	CHINA	CHINA INDIA VIETNAM	$0.1051
CI21-HT-MAIN-RFID	CROWN & IVY		HANGTAG	APPAREL	CHINA	CHINA INDIA VIETNAM	$0.1017
CI21-JT-MAIN-RFID	CROWN & IVY		JOKER TAG	APPAREL	CHINA	CHINA INDIA VIETNAM	$0.0831

CI22-SC-MAIN-RFID	CROWN & IVY		SLEEVE CARD	APPAREL	CHINA	CHINA INDIA VIETNAM	$0.1094
CT21-HT-MAIN-HM-RFID	COOK'S TOOLS		HANGTAG	HOME	CHINA	CHINA INDIA VIETNAM	$0.0820
GEN21-HT-MAIN-HM-RFID	GENERIC		HANGTAG	HOME	CHINA	CHINA INDIA VIETNAM	$0.0777
GEN21-HT-MAIN-RFID	GENERIC		HANGTAG	APPAREL	CHINA	CHINA INDIA VIETNAM	$0.0777
JL21-HT-MAIN-HM-RFID	JOYLAND		HANGTAG	HOME	CHINA	CHINA INDIA VIETNAM	$0.0820
JL21-HT-MAIN-RFID	JOYLAND		HANGTAG	APPAREL	CHINA	CHINA INDIA VIETNAM	$0.0820
JL21-STK-HM-RFID	JOYLAND		STICKER	HOME	CHINA	CHINA INDIA VIETNAM	$0.0870

KR21-HT-MAIN-RFID	KIM ROGERS		HANGTAG	APPAREL	CHINA	CHINA INDIA VIETNAM	$0.0798
KR21-JT-MAIN-RFID	KIM ROGERS		JOKER TAG	APPAREL	CHINA	CHINA INDIA VIETNAM	$0.0788
KR21-JT-MAIN-RFID-PERF	KIM ROGERS		JOKER TAG	APPAREL	CHINA	CHINA INDIA	$2.0788
MAD21-HT-MAIN-RFID	MADISON		HANGTAG	APPAREL	CHINA	CHINA INDIA VIETNAM	$0.0984
MAD21-JT-MAIN-RFID	MADISON		JOKER TAG	APPAREL	CHINA	CHINA INDIA VIETNAM	$0.0919
MAD22-SC-MAIN-RFID	MADISON		SLEEVE CARD	APPAREL	CHINA	CHINA INDIA VIETNAM	$0.1094
MSH21-HT-MAIN-HM-RFID	MSH		STICKER	HOME	CHINA	CHINA INDIA VIETNAM	$0.0798

OC24-HT-MAIN-RFID	OCEAN + COAST		HANGTAG	APPAREL	CHINA	CHINA INDIA	$0.0763
OC25-JT-MAIN-RFID-PERF	OCEAN + COAST		JOKER TAG	APPAREL	CHINA	CHINA INDIA	$1.0710
PAR21-HT-MAIN-RFID	PARISIAN		HANGTAG	APPAREL	CHINA	CHINA INDIA VIETNAM	$0.0984
PAR21-JT-MAIN-RFID	PARISIAN		JOKER TAG	APPAREL	CHINA	CHINA INDIA VIETNAM	$0.0919
PAR21-JT-MAIN-RFID-PERF	PARISIAN		JOKER TAG	APPAREL	CHINA	CHINA INDIA	$1.0919
PT21-HT-MAIN-RFID	PRO TOUR		HANGTAG	APPAREL	CHINA	CHINA INDIA VIETNAM	$0.0820
SB21-HT-MAIN-RFID	SADDLEBRED		HANGTAG	APPAREL	CHINA	CHINA INDIA VIETNAM	$0.0798

SB22-SC-MAIN-RFID	SADDLEBRED		SLEEVE CARD	APPAREL	CHINA	CHINA INDIA VIETNAM	$0.0984
TC22-HT-MAIN-RFID	TRUE CRAFT		HANGTAG	APPAREL	CHINA	CHINA INDIA VIETNAM <u>FUTURE</u> CHINA ONLY	$0.0984
WON22-HT-MAIN-RFID	WONDERLY		HANGTAG	APPAREL	CHINA	CHINA INDIA VIETNAM	$0.0872
WON25-JT-MAIN-RFID-PERF	WONDERLY		JOKER TAG	APPAREL	CHINA	CHINA INDIA	$0.0819
BELK21-STK-UPC-LG-RFID	GENERIC		STICKER	HOME	CHINA	CHINA INDIA VIETNAM	$0.0607
BELK21-STK-UPC-SM-HM-RFID	GENERIC		STICKER	HOME	CHINA	CHINA INDIA VIETNAM	$0.0623
BELK21-STK-UPC-SM-RFID	GENERIC		STICKER	APPAREL	CHINA	CHINA INDIA VIETNAM	$0.0623

BELK21-TA-UPC-RFID	GENERIC		TEARAWAY LABEL	HOME	CHINA	CHINA INDIA VIETNAM	$0.0695
BELK21-RFID-ACCS-STR	GENERIC		STICKER	FASHION JEWELRY	CHINA	CHINA INDIA VIETNAM	$0.0547
BELK21-RFID-HT	GENERIC		HANGTAG	SUPPLEMENTAL	CHINA	CHINA INDIA VIETNAM	$0.0536
BELK21-RFID-LG-STR	GENERIC		STICKER	SUPPLEMENTAL	CHINA	CHINA INDIA VIETNAM	$0.0514
BELK21-RFID-SM-STR	GENERIC		STICKER	SUPPLEMENTAL	CHINA	CHINA INDIA VIETNAM	$0.0514
GEN22-HT-SMALL-RFID	GENERIC		HANGTAG	APPAREL	CHINA	CHINA INDIA VIETNAM	$0.0711

Appendix H: RFID Inlay Spec Guide

Product Type	Current Spec	Proposed New Spec
Apparel: Women's, Men's & Kids		
All Apparel products	Spec G	Spec R
Shoes: Women's, Men's & Kids		
Boxed shoes	Spec F	Spec R
Hanger Card Shoes	Spec F	Spec R
Cosmetics & Fragrance		
Cosmetics	TBD	TBD
Fragrances	TBD	TBD
Bath Gels and Lotions	TBD	TBD
Shaving & Beard Care	TBD	TBD
Jewelry		
Bracelets	Spec F	W6
Earrings	Spec F	W6
Necklaces	Spec F	W6
Rings	Spec F	W6
Watches	Spec F	W6
Cufflinks	Spec F	W6
Accessories		
Belts	Spec F	Spec R
Gloves & Mittens	Spec F	Spec R
Hair Accessories	Spec F	Spec R
Hats	Spec F	Spec R
Phone Cases	Spec F	Spec Y2
Scarves & Wraps	Spec F	Spec R
Eyewear	Spec Q	Spec W5
Sunglasses	Spec Q	Spec W5
Suspenders	Spec F	Spec R
Ties	Spec G	Spec R
Pocket Squares	Spec G	Spec R
Handbags & Wallets	Spec F	Spec R
Boxed Accessories	Spec G	Spec R
Home & Gifts		
Bedding Sets	Spec F	Spec Y2
Blanket & Throws	Spec F	Spec Y2
Comforters & Quilts	Spec F	Spec Y2
Pillows	Spec F	Spec Y2
Duvet Covers & Shams	Spec F	Spec Y2
Sheets & Bed Skirts	Spec F	Spec Y2

Rugs & Mats	Spec F	Spec Y2
Towels	Spec F	Spec Y2
Bath Accessories	Spec G	Spec Y2
Art, Wall Décor, Mirrors	Spec G	Spec Y2
Home Décor	Spec G	Spec Y2
Candles & Diffusers	Spec G	Spec Y2, C2 (if applied directly to glass/ceramic)
Desk Accessories & Stationery	Spec G	Spec Y2
Faux Flowers, Plants, Wreaths	Spec G	Spec Y2
Lighting & Lamps	Spec G	Spec Y2
Picture Frames	Spec G	Spec Y2
Tabletop & Kitchen - Open Stock	Spec G	Spec Y2
Tabletop & Kitchen - Boxed	Spec G	Spec Y2
Bar Accessories	Spec G	Spec Y2
Cookware & Bakeware - Packaged	Spec G	Spec Y2
Dinnerware & Glasses - Packaged	Spec G	Spec Y2
Cookware & Bakeware - Open Stock	TBD	Spec Y2, exempt if metal will interfere
Dinnerware & Glasses - Open Stock	Spec G	Spec Y2
Flatware & Utensils - Boxed	Spec G	Spec Y2
Serveware - Open Stock with no packaging	Spec G	Spec Y2, exempt if metal will interfere
Serveware - Boxed	Spec G	Spec Y2
Luggage & Travel	Spec F	Spec Y2

Appendix I: Avery Dennison Contact List

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Appendix J: Hanger Nominated Supplier Contact List

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Tel: +84 25 1351 4456

SSI

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Tel: 201-244 8817

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North China (Shanghai)
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South China (Shenzhen, Guangzhou)
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Email: saifuddin@ssibd-advance.com
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Hong Kong
Grace Ma
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Tel: 852- 2951 5300

Central America
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Tel: (504) 3392-3305

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Tel: 62-21-5853319

Korea
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Taiwan
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Vietnam
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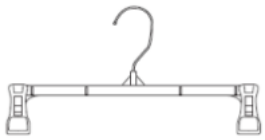
Appendix K: Hanger Specifications

IMAGE	HANGER CODE	SIZE	SIZER	COLOR	SIZE ZONE
Top I-Beam Hanger with Metal Hook					
	BEL-484	17"	None	Black	Missy/Petite/Men's/YC
	BEL-479	19"	None	Black	Plus/B&T
Top Knit Wear Hanger (Non-Slip) - Sweater Products Only					
	BEL-584	17"	None	Black	Missy/Petite/Men's/YC
	BEL-579	19"	None	Black	Plus/B&T
Bottom Padded (2 Side) Clip Hanger					
	BEL-6212	12"	None	Black	Missy/Petite/Men's/YC
	BEL-6214	14"	None	Black	If needed
	BEL-6216	16"	None	Black	Plus/B&T
Outerwear					
	BEL-3329	17"	None	Black	Missy/Petite/Men's/YC
	BEL-3320	19"	None	Black	Plus/B&T
	BEL-3316	15"	None	Black	Boys 8-20, Girls 7-16
Intimate Apparel					
	BEL-GS-19	10"	None	Clear	Missy/Petite/Plus
Top Hanger with Notches - Separates					
	BEL-495	10"	Yes	White	Baby/Toddler (2T-4T)
	BEL-496	12"	Yes	White	Boys 4-7, Girls 4-6X
	BEL-472B	15"	Yes	Black	Boys 8-20, Girls 7-16

Bottom Pinch Clip Hanger - Separates

BEL-6108	8"	Yes	White	Baby/Toddler (2T-4T)
BEL-6110	10"	Yes	White	Boys 4-7, Girls 4-6X
BEL-6110B	10"	Yes	Black	Boys 8-20, Girls 7-16

Bottom Pinch Clip Hanger, Sets - 4" Drop

BEL-9408	8"	Yes	White	Baby/Toddler (2T-4T)
BEL-9410	10"	Yes	White	Boys 4-7, Girls 4-6X
BEL-9410	12"	Yes	Black	Boys 8-20, Girls 7-16

Bottom Pinch Clip Hanger, Sets - 7" Drop

BEL-6908	8"	Yes	White	Baby/Toddler (2T-4T)
BEL-6910	10"	Yes	White	Boys 4-7, Girls 4-6X

Set Hanger, 2 Piece Set - 4" Drop

BEL-410	10"	Yes	White	Baby/Toddler (2T-4T)
BEL-429	12"	Yes	White	Boys 4-7, Girls 4-6X

Set Hanger, 2 Piece Set - 7" Drop

BEL-420	10"	Yes	White	Baby/Toddler (2T-4T)
BEL-422	12"	Yes	White	Boys 4-7, Girls 4-6X

Set Hanger, 3 Piece Set - 3" Drop

BEL-4410	10" top 7” bottom	Yes	White	Baby/Toddler (2T-4T)
BEL-4412	12" top 8” bottom	Yes	White	Boys 4-7, Girls 4-6X

Set Hanger, 3 Piece Set - 6" Drop					
	BEL-2110	10" top 7” bottom	Yes	White	Baby/Toddler (2T-4T)
	BEL-2112	12" top 8” bottom	Yes	White	Boys 4-7, Girls 4-6X
Sizer					
	BEL-S83 BEL-ST1-VICS				All Kids

Appendix L: Hazardous Materials Resource Guide

ORGANIZATION	SHIPMENT METHOD	HAZARDOUS MATERIALS DEFINITION	DGD FORMS
International Air Transportation Association (IATA)	By Air	Listed in the Dangerous Goods Regulations Manual, published annually.	IATA DG Shipper's Declaration (DGD) and e-DGD
International Maritime Organization (IMO)	By Sea	IMO Documents and Resources	IMO Documents and Resources