



Private Brands

Belk International

Vendor Guide

Updated January 25th, 2021

Formerly known as Belk Vendor Guide, Belk Best Plan

Note: These vendor requirements must be followed by those vendors who are supplying merchandise to Belk, and Belk is acting as the Importer of Record.

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Belk International Vendor Business Requirements Change Log

| CHANGE | DATE | Section |
|---|------------|------------|
| Clarification to Carton/prepack description | 1/29/18 | 6.1 |
| Restricted Countries of Origin | 7/9/2018 | 2.2.5 |
| Declaration and Required Signature | 7/9/2018 | 2.2.6 |
| California Prop 65 | 7/9/2018 | 2.7 |
| Purchase Order Terms and Conditions | 7/9/2018 | 3.3 |
| Private Brand Color/ TO, PI & QA Contact Information | 7/9/2018 | 5.1 |
| Change to Purchase Order Overage/Shortage policy | 11/30/18 | 3.2 |
| Sampling and Testing Costs | 11/30/18 | 5.1 |
| Late Booking Chargeback | 11/30/18 | 7.1 |
| Belk Reserves the right to Cancel Statement | 7/1/18 | 7.1 |
| Late Shipment from MCS Statement | 7/1/18 | 7.1 |
| Air/Sea Difference Statement | 7/1/18 | 7.1 |
| Belk International Allows -5% Shortages and 0% Overages | 7/1/18 | 6.9, 6.4 |
| Revised Hanger Requirements | 11/15/19 | Appendix D |
| Insurance | 7/31/20 | 2.9 |
| Vendor Booking Process/Chargeback Table | 9/10/20 | 6.4, 7.1 |
| Update contact in Section 5.3 | 10/28/2020 | 5.3 |
| Revised Insurance – 2 nd and 3 rd bullets | 11/17/2020 | 2.9 |
| RFID | 12/11/2020 | 5.7 |
| Carton Dimensions | 1/25/2021 | 6.2 |

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To Belk International suppliers:

You have been selected as a supplier for Belk's exclusive Private Brands. Belk International acts as the importer of record (IOR) for purchase orders that are placed with international suppliers, either directly or through an agent. As the importer of record, Belk International is responsible for U.S. Customs and Border Protection requirements. Belk International also manages direct steamship line contracts used for the movement of merchandise to the U.S. By acknowledging receipt of these shipping guidelines, the vendor is agreeing to prepare and ship purchase orders according to the guidelines described herein.

Belk has provided this guide to you so that you may 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 highest quality and value. It is critical that the requirements within this guide are followed by all of Belk's suppliers so that Belk can continue to provide our customers with the best possible retail experience. Belk's success in doing this is dependent on you and we recognize, appreciate, and greatly value your partnership.

Regards,

The Belk Vendor Compliance Team



Section One: Vendor Information

1.1 New Vendor Onboarding

For new vendor onboarding questions, please email direct_vendor@belk.com

Direct Suppliers, as well as Buying Agencies, must complete the following in order to successfully partner with Belk International Private Brands:

- Complete and Vendor/Factory Profile Please see **APPENDIX A VENDOR/FACTORY PROFILE**
- Review all requirements of this document, Private Brands Belk International Vendor Business Requirements
- Provide factory assessment and equipment profile for all factories that will produce Belk Private Brands merchandise
- Provide factory names and addresses of all factories that will produce Belk Private Brands merchandise

1.2 Avery Dennison Infochain Express (ICE) or MCS Pack and Scan

All suppliers must be registered with either Avery Dennison ICE or MCS Pack and Scan systems in order to receive Belk International POs. Both systems allows Suppliers to generate UCC 128 labels, which are required on shipping cartons.

- Suppliers should contact either Avery Dennison or MCS for pricing, setup and training.
 - Avery Dennison Production: ice_Support@ap.averydennison.com
 - Avery Dennison America Production: ice_help.framingham@averydennison.com
 - MCS: Jacky@molmcs.com

1.3 Bamboo Rose Product Lifecycle Management

All suppliers must purchase a license to Belk's Product Lifecycle Management (PLM) software which is hosted by Bamboo Rose. All style information, offers to bid on product, technical specifications and purchase order information can be found in PLM. Please email direct_vendor@belk.com to receive additional information on PLM licenses and how to obtain.

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. Please email all company changes to direct_vendor@belk.com If any changes are due to merging, being sold, being acquired, declaring Chapter 11, or going out of business, the changes must be communicated to Belk in writing on company letterhead and signed by a senior officer. The signed letter can be sent as a PDF to direct_vendor@belk.com. The following information must be included in correspondence:

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



Section Two: Vendor Terms and Conditions

2.1 Acceptable Business Practices

Belk values its relationships with vendors and business partners, and would like to be clear on practices that could violate the Belk Code of Ethics. The following requirements and prohibitions are supplemental to those set forth in the Code of Conduct (as hereinafter defined).

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

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

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

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

Reporting Fraud or Unethical or Illegal Business Practices Please report any suspected fraud or unethical or illegal business practices, including questionable accounting or improper use of confidential information or property to the Belk Excel Line (1-800-622-3986). The Excel line is monitored by an independent third party service operating 24 hours, 7 days a week. These concerns may be reported anonymously, will be treated confidentially, and will be reviewed by Belk Management. These policies help ensure relationships of integrity, honesty, and fairness with all vendors and business partners.

2.2 Code of Conduct

Every factory must sign and return the Belk Private Brands Code of Conduct. 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 suppliers 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 Purchase Order, 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 basic requirements that all Belk Private Brands vendors must meet in order to do business or continue to do business with Belk.

2.2.1 Human Rights

Legal Compliance

Suppliers must comply with all applicable local laws and regulations, industry highest standards, and any other relevant statutory requirements whichever requirements are more stringent. This not only includes compliance with the Code of Conduct but also compliance with the terms and conditions of purchase orders issued by or on behalf of Belk Private Brands.

Freedom of Association and Collective Bargaining

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

Prohibition of Discrimination

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

Compensation

Suppliers shall pay wages for regular working hours and overtime hours shall meet or exceed legal minimums and/or industry standards. Deductions from wages as a disciplinary measure are illegal, unless this is permitted by national law and a freely negotiated collective bargaining agreement is in force.

Working Hours, Wages & Benefits

Suppliers shall conform with applicable national laws and industry standards for working hours, compensation, benefits and overtime compensation.

Workplace and Worker Health and Safety

Suppliers shall ensure compliance with applicable laws and regulations relating to health and safety issues including classification, work place risk analysis, reporting and inspections by authorities. The company shall provide a safe and healthy workplace environment and shall take effective steps to prevent potential accidents and injury to workers' health arising out of, associated with, or occurring during work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the workplace environment, and bearing in mind the prevailing knowledge of the industry and of any specific hazards. The required corrective actions from such inspections shall be documented and completed within the set timeframe.

A clear set of regulations and procedures must be established and followed regarding occupational health and safety, especially the provision and use of personal protective equipment, access to clean toilet facilities, access to potable water and if appropriate, sanitary facilities for food storage shall be provided. The company shall ensure that any dormitory facilities provided for personnel are clean, safe, and meet the basic needs of the personnel. All personnel shall have the right to remove themselves for imminent serious dangers without seeking permission from the company.

Prohibition of Child Labor

Belk does not accept child labor. Suppliers must abide by the United Nations Convention of the Rights of the Child (1989) and comply with all relevant national and international laws, regulations and provisions applicable in the country of production or operation. Workers can be no less than 15 years and not younger than the compulsory age to be in school. We will not utilize partners who use child labor in any of their facilities. The use of legitimate workplace apprenticeship programs,

which comply with all laws and regulations, is supported. Workers under the age of 18 shall not perform work that is likely to jeopardize the health or safety of young workers. In the event that children are found to be working in situations which fit the definition of child labor above, policies and written procedures for remediation of the children found to be working shall be established, documented and executed within 45 days by the Supplier company.

Prohibition of Forced and Compulsory Labor:

The Supplier shall not make use of any of the forms of forced, prison, bonded or any involuntary labor. Neither the company nor any entity supplying labor to the company shall withhold any part of any personnel's salary, benefits, property, or documents in order to force such personnel to continue working for the company. Personnel shall have the right to leave the workplace premises after completing the standard workday, and be free to terminate their employment provided that they give reasonable notice to their employer. Neither the company nor any entity supplying labor to the company shall engage in or support trafficking in human beings. Suppliers shall abide by the California SB 657 Transparency in Supply Chains Act of 2010 and comply with all relevant national and international laws, regulations and provisions applicable in the country of production or operation. The company shall treat all personnel with dignity and respect. The company shall not engage in or tolerate the use of corporal punishment, mental or physical coercion.

Management Systems:

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

Prohibition of Conflict Minerals Usage:

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

2.2.2 Sustainability

Environmental Project Management

Supplier must comply with all applicable local, U.S. and international laws, rules, regulations and standards including U.S. regulations prohibiting the use of ozone depleting chemicals (hydrochlorofluorocarbons) and the International Trade in Endangered Species of Wild Fauna and Flora, as listed in the United States Endangered Species Act of 1973; as well as any modifications or amendments to these laws, rule regulations and standards.

Environment – Air, Noise, Water and Ground

Supplier must meet or exceed minimum compliance with applicable laws and regulations relating to environmental protection for air, noise and ground, and if required, obtain the necessary permits and test

Chemicals, Hazardous and Non-Hazardous Waste

Supplier shall ensure compliance with applicable laws and classification regulations relating to purchasing, storing, handling, use and transportation of chemicals and hazardous and non-hazardous waste. The requirements are applicable for all chemicals used in production, operations and maintenance. Supplier shall have documented procedures for the purchasing, storage, handling and use of chemicals. Supplier shall have valid permits for all chemicals that are legally restricted or controlled and shall demonstrate compliance with these permits. Supplier shall establish and maintain an updated list of all chemicals, including the name of the chemical product, the purpose/area of use and a reference to an MSDS (Material Safety Data Sheets) used in production, operations and maintenance.

The workers that purchase, store or handle and use chemicals must have the right competence and adequate training before start work. Records of the training shall be kept by the Supplier including the names of participants, date of the training and an overview of the training content.

Chemicals shall be stored, handled and transported in a way that prevents emissions to air, ground and water, prevent risks of ignition/explosion and ensure workers health and safety.

Applicable information regarding the risks and safe handling of chemical compounds and substances shall be displayed at storage areas and in operations areas where the chemical is used.

All containers of chemicals, including temporary containers, shall be properly labeled with appropriate danger symbols and chemical names to ensure that the contents are known and the potential risk minimized.

Fire Prevention

Supplier shall ensure compliance with applicable laws and regulations relating to fire protection including fire classification, reporting, and inspections by the fire authorities. Corrective actions from such inspections shall be documented and completed within set timeframes. Supplier must document any fires and serious incidents that can cause a fire, including corrective and preventive actions. If required by law, a report shall be sent to the authorities.

An adequate number of workers must be trained to use the firefighting equipment in each work area, covering all shifts. Records of the training shall be kept by the Belk supplier including names of participants, dates of the training and an overview of the training content. All workers shall be made aware of basic safety issues before starting work through introductory training. Supplier shall have the appropriate firefighting equipment. Placement and maximum distance between fire extinguishers shall comply with applicable laws and regulations and/or specific approvals from the fire authorities. The firefighting equipment shall be easily accessible and identifiable, also from a distance. It shall be maintained, kept unlocked and inspected at least every 12 months.

Emergency exits and routes shall ensure a fast and safe evacuation of all workers. Supplier shall, as a minimum, have two independent emergency exits per working area and ensure all emergency exits and access routes are free from obstruction. All emergency exits and routes shall be marked with luminescent or illuminated signs and shall be visible from the main aisles.

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

2.2.3 Terms of Implementation



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

2.2.4 Consequences of Non-Compliance

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

2.2.5 Restricted Country of Origins

No orders may be placed with product manufactured in the following countries without written approval from Belk Vendor Compliance. Please contact Belk_Compliance@belk.com if you have current production or future plans to produce in one of the below restricted country of origins.

| | | |
|------------|-----------------|-------------------------|
| Bangladesh | Myanmar (Burma) | All countries of Africa |
| Pakistan | Jordan | |

2.2.6 Declaration & Vendor Sign Off

Declaration of Liability Regarding compliance with the Belk Private Brands Code of Conduct

We, the undersigned hereby confirm:

That we have received and understand the Code of Conduct.

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.

Date: _____

Name of Company _____

Signature: _____

Name: _____

Title _____

2.3 Social Compliance

Every factory must have a valid Social Compliance Audit report on file with Belk's Vendor Compliance 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.

2.4 Security Compliance

Every factory must have a valid (conducted within 1 year) Security Audit on file with Belk's Vendor Compliance team. If not, a Global Security Verification (GSV) must be scheduled with Intertek. In addition, each factory must complete a Belk (CTPAT) Security Questionnaire. This will be provided to you by Belk's Vendor Onboarding team.

2.5 Confidentiality

Belk has developed certain confidential and proprietary information, including but not limited to, trademarks, patentable inventions, financial statements, financing documents, business plans, trade secrets, new products, copyrights, and computer software, documentation, and specifications. The vendor agrees not to disseminate Belk confidential information to anyone except its employees and consultants who are directly involved in this vendor/ retailer relationship. The vendor agrees to hold any employee or consultant to whom Belk confidential information is transmitted to be bound to the same obligations of secrecy and confidentiality that the vendor is bound.

2.6 Disposition of Merchandise

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



required form can be requested from a Belk sourcing associate. All forms must be signed and returned and on copy with Belk's legal department.

2.7 California Proposition 65—Private Brands Products

California's Proposition 65 (also known as the Safe Drinking Water and Toxic Enforcement Act of 1986) requires most 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 known carcinogens and reproductive toxins. There are currently over 900 chemicals listed under Proposition 65.

Belk will not knowingly sell private label products to California that contain 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 [Quality Assurance and Product Integrity@Belk.com](mailto:Quality_Assurance_and_Product_Integrity@Belk.com).

2.8 Vendor Compliance

- 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, 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].
- 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 Private Brands 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 cancelled 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

- Supplier 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 Supplier 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 Supplier's insurance carrier in the event of cancellation for any reason. Supplier 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 Supplier and its subcontractors shall be primary and non-contributory to insurance coverage, if any, maintained by Belk. Supplier and its subcontractors and their underwriters shall waive subrogation against Belk and shall cause their insurer(s) to waive subrogation against Belk.
- Insurance Coverage:
 - I. Workers' Compensation Insurance (where required by law) which shall fully comply with the statutory requirements of all applicable laws.
 - II. 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.
 - III. An additional \$5,000,000 per occurrence and annual aggregate excess liability insurance on a follow form basis is required for any vendor providing merchandise specifically marketed to children under the age of fourteen (14), including clothing, shoes, toys and other related items.
- The failure of Belk to obtain certificates, endorsements, or other forms of insurance evidence from Supplier and its subcontractors is not a waiver by Belk of any requirements for the Supplier and its subcontractors to secure and continuously maintain the specified coverages. Supplier shall send its certificates, endorsements, or other forms of insurance evidence from Supplier and its subcontractors to the following email address: BelkRiskDept@belk.com. Supplier 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 Supplier and its subcontractors from compliance herewith. Should Supplier and/or its Subcontractors fail to secure and continuously maintain the insurance coverage required herein, Supplier 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: Purchase Orders

3.1 Purchase Order Types

Brick and Mortar (B&M) Store Order: You will receive a purchase order with total prepacks that Belk plans to order for our stores. B&M orders are designated with a **B** on the second digit of the style number. EG 8BH3620000number

eCommerce Order: eCommerce orders will be transmitted to vendors separately from store orders and are designated with an **E** on the second digit of the style number. Eg. 8EH3620000.

All Ecommerce orders are to be shipped as described in the eCommerce Packing requirements in section 6.6.

Style Numbers in PLM follow the below naming convention.



Seasons are abbreviated per the chart below:

| Season |
|-------------------|
| Trans Spring = TS |
| Spring = SP |
| Summer = SU |
| Trans Fall = TF |
| Fall = FA |
| Holiday = HO |

3.2 Purchase Order Requirements and Restrictions

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

- Do not ship merchandise after the Freight On Board (FOB) cancel date listed on the purchase order.
- Ship only one time per purchase order, and ship the order complete.
- Do not ship quantity +0%/-5% from the purchase order.
 - a. Belk will not accept quantities greater than the ordered quantity at prepack level.
 - b. Belk will not allow short shipments of more than 5% ordered quantity at prepack level.
 - c. Invoices cannot be submitted for quantities greater than ordered quantity. No payment will be made on overages.
 - d. A chargeback of 5% of the FOB price will incur for short shipping more than 5% of ordered quantity.

- e. Belk retains the right to cancel any purchase order which is short shipping by more than 10% of ordered quantity.
- Do not break the integrity of a prepack.
- Do not ship items that were not ordered.
- Do not ship any SKU substitutions.
- Do not ship without a valid purchase order.
- Verify the accuracy of all purchase order details including purchase cost, quantity by style, color, and size. Do not ship merchandise until all discrepancies on the purchase order have been corrected. Contact the Belk Sourcing associate for all corrections.

3.3 Terms and Conditions of Purchase Orders

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

- Belk reserves the right, at no risk or expense to Belk, to refuse or return any shipment or to have any designated carrier refuse or return a shipment that is not valid or authorized and/or does not conform to the not before date or not after / cancel date contained in the purchase order to which the shipment relates. This also includes any substitutions or merchandise shipped in excess of the purchase order quantity. Any shipment relating to a purchase order that has been canceled or not approved will also be subject to refusal.
- Belk assumes no risk or expense on any merchandise refused or returned for non-conformance with the terms and conditions of the purchase order.
- Belk must be notified in writing within 5 days of purchase order issuance if the purchase order is not accepted, including all terms and conditions as stated therein.
- Belk reserves the right to countermand and cancel the purchase order without penalty in case of fire, flood, earthquake, or any force majeure event otherwise affecting the premises of Belk.
- Belk will examine the merchandise included on the purchase order when received. If merchandise isn't what is on the purchase order, damaged, defective, of poor quality, or otherwise defective, Belk can return any or all of the product shipped.
- Vendor is responsible for including all applicable sales, use, or excise taxes in its purchase price. In the event a statutory exemption applies, Belk will be responsible for providing a valid exemption certificate to the vendor.
- Title to merchandise will not pass to Belk until merchandise has been received, inspected, and accepted as being in conformance with the terms of the purchase order.

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

- Deliver all merchandise in accordance with the purchase order at the prices stated in the purchase order.
- Guarantee that all merchandise ordered has been priced, stamped, labeled, tagged, marked, invoiced, and delivered in full compliance with (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].

- 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.
- 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.
- Belk reserves the right to take immediate credit for all goods that are to be returned to vendor because the goods do not meet the requirements of the purchase order.
- Belk reserves the right to dispose of vendor's goods at Belk's option if return authorization is not received by Belk from vendor within 30 days of original request.

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

Section Four: Direct Bill Payment

4.1 Direct Bill Program



Belk makes payment to Belk International Suppliers through Automated Clearing House (ACH). All suppliers must be able to submit one file to our Direct Bill Program via Belk's Secure File Transfer Protocol (SFTP) and a dedicated email address. The two files that will be required are:

- Invoice File—An invoice file is sent with an Invoice CSV attachment.

See **APPENDIX B BELK DIRECT BILL FILE SPECIFICATIONS**

4.2 EDI Contact Information

If you have questions or problems regarding the files required for Direct Bill please contact:

- direct_vendor@belk.com

Section Five: Product Preparation

5.1 Private Brands Color/Technical Design, Product Integrity & Quality Assurance

For additional information regarding process and guidelines as it pertains to Samples, Color, Technical Design, Product Integrity/Testing & Quality Assurance, vendors should refer to the Belk Private Brands Vendor Business Requirements (VBR) Share Point site.

All sampling costs are bore by the vendor. All testing costs should be included in the cost of goods.

If additional assistance is needed, contact the respective sourcing team or through the below specific inboxes.

Color@belk.com

Technical_Design@belk.com

[Quality Assurance and Product Integrity@Belk.com](mailto:Quality_Assurance_and_Product_Integrity@Belk.com)

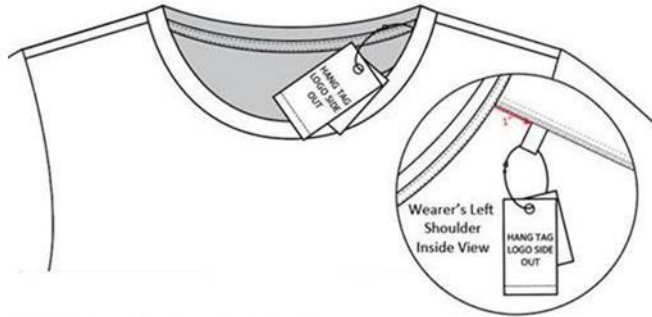
5.2 UPC Merchandise Ticketing Standards:

All merchandise, whether for stores or for eCommerce, must have a merchandise ticket attached to the product that includes the UPC barcode, human readable UPC, merchandise description, and the retail price. The UPC code must be visible and easily accessible for scanning. Belk requires [GS1 standards](#) for ticketing, and recommends that vendors use one of our preferred ticketing partners (RPac, WFL, or Avery Dennison). If you are requesting specific information on ticketing such as group name on tickets, please reach out to your Belk Merchant Team.

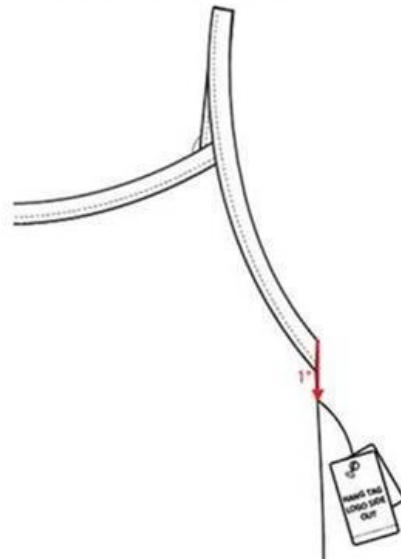
- Attach UPC tickets so that the merchandise will not be damaged. UPC tickets should be securely attached to the merchandise by plastic swift-attach devises or by attachment to sewn on labels. If it is impractical to use either of these two methods of attachment for merchandise, tickets can be attached using a loop-lock attachment devise (handbags), rat tail (sunglasses) or with an adhesive backed ticket (china, glassware, etc.). Do not loop strings around buttons or use strings attached with pins. When using an adhesive backed ticket, be sure that the ticket and adhesive can be easily removed from the merchandise and will not damage the merchandise.



- For garments with heat seals, the hang tag should be placed in the left shoulder seam.



- For garments with heat seals that do not have a back neck or shoulder seam, the hang tag should be placed in the left side seam.



- Boxed/packaged merchandise that can be displayed or sold in or out of the packaging (luggage, vases, and picture frames) must be ticketed on both the item and on the retail package.
- For two piece garments, mark the top garment with a full detail ticket (to include the UPC) and mark the bottom garment with a second ticket that includes the Product ID (PID) and size. Both tickets should state that this is a two-piece garment.
- For store orders, merchandise sold by the unit but packaged in multi-packs will require a UPC merchandise ticket to be attached to each individual selling unit as well as the outside of the carton. For example, glasses packed four to a carton but sold by the glass would require that a UPC price ticket be attached to each glass as well as having four UPCs attached to the outside of the carton.
- Vendors should scan test their own UPC tickets.

All codes for specific Private Brands price tickets and trims will be provided by the Belk Sourcing Team.

Retail Tag Process

The following retail tag order process applies to international purchase orders only. Vendors are responsible for ordering one of the three Belk nominated tag manufacturers.

Nominated tag manufacturers are:

Avery - belk.am.rbis@averydennison.com

WFL - info@wflp.com

R-PAC - Christy.Gisinger@r-pac.com

All information needed to manufacture the appropriate tag type and content printed on the tag is provided in the EDI850 purchase order. Nominated tag manufacturers receive original and updated EDI850 purchase orders with the same information.

Tag orders should be ordered 90 days prior to FOB date. If the tags are ordered prior to 90 days before FOB, the vendor accepts the risk of tag content charges or tag type changes. Ordering, printing, shipping, and applying the retail tags is solely the responsibility of the vendor and cannot impact meeting agreed FOB dates. If you have questions, please reach out to the Belk Sourcing team.

5.3 Hanger Requirements

Belk expects the vendor to ship merchandise on VICS approved standard floor ready hangers. For store orders, please confirm with Buyer if merchandise is to be shipped on a hanger or if it is to be shipped flat.

- Belk follows all GS1 Hanger standards. Please reference the below link for more information. https://www.gs1us.org/DesktopModules/Bring2mind/DMX/Download.aspx?command=core_download&entryid=383&language=en-US&PortalId=0&TabId=134
- For all eCommerce / store 888 purchase orders, product should be shipped flat inside a polybag, unless it is listed as hanging in **APPENDIX C ECOMMERCE FLAT AND HANGING GUIDE**
- Hangers must conform to the GS1 hanger standards by product category.
- With the exception of suits, all two-piece garments must use both a top and a bottom hanger connected by the coordinate loop.
- Belk requires black matte hangers where approved by VICS.
- See Appendix D for specifications regarding hangers that require sizes.
- The choice of hanger resource is at the discretion of the vendor.
- Please do not use foam padding inserts on pant hanger.

For more information on hanger requirements by department, please see **APPENDIX D HANGER SPECIFICATIONS**.

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

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

5.4 General Product Packaging Requirements

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

5.5 STORE ONLY Packaging Requirements

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

- Group like product by style and color in one master polybag. Do not use individual polybags on single skus.
- Polybags need to have perforated tears for easy removal.
- If product is to be hanging, the garment must be shipped on the hanger. Do not bundle hangers with cable, twine or rubberbands.
- Do not use pins, tape, clips, removable foam inserts on bottom hangers, excessive tissue or cardboard, or empty merchandise boxes as filler. There should be no excessive packing materials used.
- Alternate top and bottom placement in the carton to eliminate excess bulk, maximize cube, and prevent shifting.
- Folded merchandise must have a clear "size sticker" or "size strip" affixed to the merchandise. Stickers must use an adhesive that will not damage the merchandise.

5.6 eCommerce Packing Requirements

Belk International transmits eCommerce purchase orders with the designation E as the second digit of the style number ie: 8EA1360000. eCommerce orders will be transmitted as a standalone purchase order. All orders for eCommerce must follow the packaging and shipping requirements outlined below.

5.6.1 eCommerce Individual Packaging

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

Boxed Merchandise (ie Home, Bake wear, Toys, Luggage, etc.) :

- Boxed merchandise does not need to be polybagged. However, the box must contain all components for the individual selling unit within one box. Gift wrapped/ boxed items (ex. candy) and boxes with openings (ex. slippers, toys, gadgets) must be placed in a polybag.
- Breakable merchandise such as cosmetics, fragrance, decorative home, tabletop, and electronics must be packaged to protect the merchandise when shipping to the consumer.
- All merchandise that is boxed in protective inner cartons (non retail-ready packaging) must have an UPC barcoded sticker affixed to the top of the inner carton.

- If item is sold in a set, please add “SOLD IN SET” sticker or marking near UCC-128 label. If merchandise is sold individually, please add “SOLD INDIVIDUALLY” sticker or marking near UCC-128 label.

Non- Boxed Merchandise/ Apparel :

- All merchandise must be individually polybagged.
- No hangers are to be on apparel. Apparel is to be flat folded.
- All polybags must have an UPC barcoded sticker affixed to the middle of the longest side of the polybag.

5.6.2 eCommerce Reshippable Packaging

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

Please see Appendix F for more information on reshippable cartons.

5.6.3 eCommerce Category/Department specific eCommerce requirements:

| DEPARTMENT | ECOMMERCE PACKING REQUIREMENTS | ECOM FLAT FOLD OR HANG |
|--|---|------------------------|
| Cosmetics/Fragrances | Merchandise must not be shrink-wrapped, bundled or packaged together. MSDS for all cosmetic/fragrance must be sent to the Belk Fulfillment Center Attn: BFC Loss Prevention. | NA |
| Fashion Accessories | Merchandise must be properly packaged to protect product and shape (ex. Handbags, Hats). | NA |
| Jewelry | Earrings must be attached to a card and posts must be protected to prevent damage during shipping. Watches must be shipped in the display case. | NA |
| Womens Special Occasion Dresses | Cocktail, Formal, Bridal, Prom, delicate fabrics | Hang |
| Mens and Womens Dress Outerwear | Leather, Fur, Cashmere can be hung Active/Casual, Topcoats, Peacoats | Hang Flat Fold |
| Ladies Bras and Panties | Merchandise can be shipped on a small intimate hanger. Hangers must be tucked under the garment and sealed in a polybag. 2- piece items must always be packaged together as one selling unit within one polybag. | Flat Fold |



| | | |
|---|---|-----------|
| Swimwear | Merchandise cannot be shipped on a hanger. 2-Piece items must always be packaged together as one selling unit within one polybag. | Flat Fold |
| Mens | Suits, Suit Separates, and Suit Coats | Hang |
| Mens | All other apparel | Flat Fold |
| Men Furnishings | Belts must be coiled and individually packaged in a polybag. If coiling will damage the belt, please ship in an individual polybag and then coil the belt into a second polybag. Neckties must be folded and cardboard used to protect and maintain product shape inside the individual polybag | Flat Fold |
| Kids | If sold as a set, all pieces must be included and fit in one polybag. Toys/plush must be shipped in individual polybags with a UPC barcoded sticker, unless packed in a sellable box with a UPC | Flat Fold |
| Shoes | Shoe boxes must be strapped with rubber bands or plastic/paper strap to ensure tops and bottoms are secured; unless the shoe box has locking tabs that will keep the top lid securely closed. Shoes must be polybagged as a sellable unit if the shoe is not shipped in a closed sellable box. (example: women's sandal) A polybag is not required if the shoe is shipped in a closed, sellable box with a UPC. | NA |
| Soft Home: Towels/Bath Rugs/ Tablecloths/Napkins | All merchandise must be individually polybagged with a UPC barcoded sticker on the outside of the polybag. If sold as a set, all pieces must be packaged together in one polybag. Rugs must not be shipped on a hanger; instead rugs must be flat folded or rolled in a polybag. | Flat Fold |
| Soft Home: Bedding | Additional packaging is not required for any merchandise shipped in fully enclosed retail-ready vendor packaging with a UPC (ex. comforter set or sheet set in a vinyl bag). If a product is not fully protected by vendor packaging (ex. banded fleece blanket), then the merchandise must be individually polybagged with a UPC Barcoded sticker on the outside of the polybag. Comforters exceeding 18 inches in any dimension must be shipped in a reshippable individual carton. Bed pillows need to be in a reshippable bag with barcoded sticker on the outside of the reshippable bag. | Flat Fold |
| Hard Home: Bath | Bath accessories must be shipped in a protective inner box with adequate packaging to prevent breakage. | NA |
| Cookware | Additional packaging is not required for any merchandise shipped in fully enclosed retail-ready vendor packaging with a UPC (ex. boxed cookware set). If a protective inner box is used to protect merchandise, then the protective inner box must have a UPC Barcoded Sticker. | NA |

| | | |
|---|---|----|
| | Knives must be packaged for safety and shipped in a protective package or a box. No blades can be exposed. Merchandise must be individually packaged by sellable unit, with all set components shipped in one polybag or box. Merchandise cannot be group wrapped (ex. three pans shrink wrapped together) unless it is sold as one item. | |
| Hardgoods (China, Dec Home, Crystal, Glassware & Trim/Holiday Decor) | All merchandise must be shipped in protective packaging and must not require any additional repackaging to prevent breakage. Ornaments and Holiday décor must be packaged in individual protective boxes for each selling unit. The inner box must have a UPC sticker. All multi-piece items or sets must be packaged together in the same box and labeled with a UPC barcoded sticker (ex. Butter dish and lid must be in same box) | NA |
| Tabletop | All merchandise must be shipped in protective packaging and must not require any repackaging to prevent breakage. NA Components within sets must be packaged in a way to avoid breakage. Separators should be used to protect from breakage. | |

5.6.4 eCommerce Polybag Specifications

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

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

5.6.5 eCommerce UPC Barcoded Sticker Requirements

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



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

UPC Barcoded Sticker Example



| Code Symbology | UPC-A 12 | EAN 13 |
|---------------------------------|---------------------------------------|---------------------------------------|
| Number of characters | 12 | 13 |
| Narrow Bar/Space width | .25mm (10mil) | .25mm (10mil) |
| Bar Height | 9 mm (0.35") | 9 mm (0.35") |
| Bar Code orientation | Omni | Omni |
| Location of bar code on product | Top, L-Side R-Side, Front, Rear | Top, L-Side R-Side, Front, Rear |

5.7 RFID

5.7.1 RFID Basic

Radio Frequency Identification (RFID) technology supports our OMNI channel 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 3 components namely, software, hardware and tags.

GS1 offers low-cost education and training on RFID enablement and its applications within retail. We urge you to reach out to GS1 to learn more about this technology and how you can apply it to optimize your inventory accuracy and product visibility.

- a. GS1 Standards:



<https://www.gs1.org/standards/epc-rfid/guidelines>

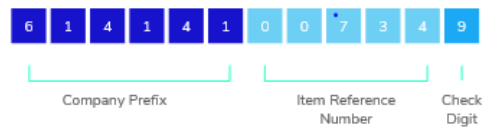
- b. RFID training and education is also available on the GS1 US website at:

<https://www.gs1us.org/industries/apparel-general-merchandise/implementation-resources/epc-item-%20levelreadiness-program>

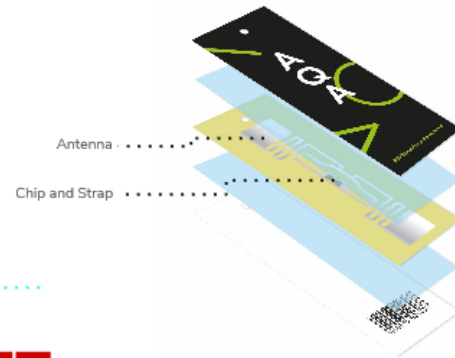
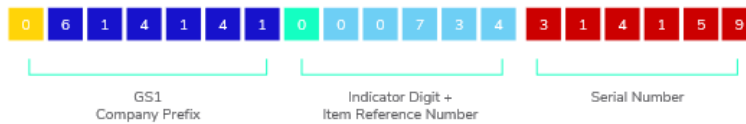
RFID Basics

UPC/EAN to EPC

UPC/EAN Structure



EPC Structure



All RFID tags/stickers must be purchased from Avery Dennison. RFID tags/labels for Belk will be printed in Avery Dennison China, India, Vietnam, Honduras, and Mexico Service Bureau's.

5.7.2 Mandate

Beginning with all **Private Brand June 2021 NDC orders** (all international orders placed on or after December 18, 2020), Belk will require all units to be **shipped with either a supplemental RFID hangtag or RFID sticker**.

- Belk is mandating that these supplemental RFID tags be purchased from **Avery Dennison**.
 - Avery Dennison will be set up to **accept your RFID orders beginning December 18, 2020**.
- Requirement applies to all Apparel, Footwear, Soft Home products, Hard Home products in packaging, and all Handbags, Accessories and Jewelry with hangtags, headers, or backer cards.
- This RFID tag will be **IN ADDITION TO** the current Retail / UPC tag or sticker that you use today.

5.7.3 Account Setup and Contact Info

Please **contact Avery Dennison to complete set up of an account**, as well as to schedule training on what to order, how to order, and how to apply the RFID hangtags / stickers.

- The Avery Dennison Service Bureau contacts are listed by County of Origin in Chart I below.
- RFID hangtags and stickers for Belk will be printed at Avery Dennison service locations in China, India, Vietnam, Honduras, and Mexico.
 - Many of you already have an established relationship with Avery Dennison for your retail and brand tags today, this will speed up the process.

5.7.4 Hangtags/Stickers and Lead Times

Information of the RFID hangtags and stickers you are required to use is presented in Chart I.

- There are three options for Supplemental RFID Tags / Stickers, and direction has been provided on which format to use on each type of product.
- Belk has already negotiated prices for these with Avery Dennison, please note that there will be no further local discounting on these costs.
- **Lead time and delivery information** by Country is also include in Chart I.
 - It will be the Vendor's responsibility to plan RFID tag order timing to meet your production needs, using the delivery commitments that Avery Dennison has made.
 - Note that there will be no MOQ per order, and Avery Dennison's production lead time will be 10 business days, plus transit time.

Chart I

| Country of Origin (RFID labels ship-to country) | Lead Time (Working Days) | Transit Time | Service Bureau | Primary Contact Name | Primary contact E-mail | Primary contact Phone | Secondary Contact Name | Secondary contact E-mail | Secondary contact Phone |
|---|--------------------------|--------------|----------------|--------------------------------------|---|-----------------------|------------------------------------|---|--------------------------|
| Bangladesh | 10 | 7 Days | China (Nansha) | Anna Zeng | anna.zeng1i@ap.averydennison.com | + 86 2032335145 | Lena Li | lena.li@ap.averydennison.com | + 86 203 2032335141 |
| China | | 3 Days | | | | | | | |
| Philippines | | 7 Days | | | | | | | |
| Egypt | | 7 Days | | | | | | | |
| Jordan | | 7 Days | | | | | | | |
| Madagascar | | 7 Days | | | | | | | |
| Pakistan | | 7 Days | | | | | | | |
| Turkey | | 7 Days | | | | | | | |
| Singapore | | 7 Days | | | | | | | |
| Lauren Chen | | 7 Days | | lauren.chen@ap.averydennison.com | + 86 2032335142 | | | | |
| El Salvador | | 7 Days | Honduras | Marcia Andino | marcia.andino@averydennison.com | +504 98627243 | Veronica Brenis | veronica.brenis@averydennison.com | + 52 442 2265600 ext 628 |
| Guatemala | | 7 Days | | | | | | | |
| Nicaragua | | 7 Days | | | | | | | |
| Honduras | | 3 Days | | | | | | | |
| India | | 3 Days | India | Harinakshi | harinakshi.c@ap.averydennison.com | + 91 7022029199 | Ramya Raju | ramya.raju@ap.averydennison.com | + 91 7022029209 |
| Mexico | | 3 Days | Mexico | Monica Sierra | monica.sierra@averydennison.com | + 52 442 2295600 | Paula Mendez | paula.mendez@averydennison.com | + 52 442 2264794 |
| USA | 7 Days | Vietnam | Truc Nguyen | Minhtruc.Nguyen@ap.averydennison.com | Tel: +84 2837763181 (direct) HP: +84 908 950 915 | Doan Nguyen | cassie.nguyen@ap.averydennison.com | Tel: +84 8 3776 3336 (Ext: 3719) HP: +84 32 945 2715 | |
| Cambodia | 7 Days | | | | | | | | |
| Indonesia | 7 Days | | | | | | | | |
| Vietnam | 3 Days | | | | | | | | |

- The size of the RFID hangtag and stickers are specified in Chart II along with RFID enabled categories for all Apparel, Footwear, Soft Home products, Hard Home products in packaging, and all Handbags, Accessories and Jewelry with hangtags, headers, or backer cards.

Chart II



| Type | Format Number | Size | Inlay | Price/per 1000 | Apparel | Handbags, Jewelry, Accessories | Footwear | Soft Home | Hard Home (In Boxes) |
|------------|--------------------|------------|-------|----------------|--|--|----------------|--|--|
| Hangtag | BELK21-RFID-HT | 3.25 x 1.0 | AD237 | \$49.00 | Primary use if a Brand / Retail hangtag is also used | Primary use if a Brand / Retail hangtag is also used | | Primary use if a Brand / Retail hangtag is also used | |
| LG Sticker | BELK21-RFID-LG-STR | 3 X 0.8 | AD237 | \$47.00 | Secondary use if a product does not have a Brand / Retail hangtag (joker only) | Primary use if a product has a header or backer card | Primary | Secondary use if a product is packaged (V2B, Box) | Primary |
| SM Sticker | BELK21-RFID-SM-STR | 1.75 X .75 | AD321 | \$47.00 | Secondary only use if a large sticker will not fit | Secondary only use if a large sticker will not fit | | | Secondary only use if a large sticker will not fit |

RFID Launch Exclusions: Sunglasses, Jewelry and Accessories without headers / backers / hang tags, Hard Home not in packaging, metals, and liquids/lotions



- RFID hangtags/stickers are to be applied based on these guidelines. RFID should NOT cover barcode, price and description fields such as style, color, size.
- RFID must adhere properly to the products, if there is any issue with adhesion of the stickers to the products, vendor must contact Avery Dennison to work out a solution.

Hanging Apparel:

- Always default to Hangtag if a hangtag is used on the product for the Retail / UPC information.
- Stickers are approved for items without hangtag.
- Do not apply stickers directly to fabric, must be applied to an existing label or joker tag.
- Avoid covering of any important information.

Packaged Apparel:

- Stickers are approved for packaged apparel, based on size of package use either small or large sticker.
- Apply on back and nearest the top of the box/package.

Footwear:

- Always default to large sticker.
- Apply to the side of box next to the size, color, and style identification.
- Avoid covering of any important information.

Accessories:

- Use a Hangtag if product already carries a Brand or Retail / UPC hangtag.
- Approved for both small and large sticker on backer cards, however preference is to use large sticker if space allows.
- Apply to backer card or packaging. Avoid covering important information.

Soft Home:

- Always default to large sticker or Hangtag.
- Use large sticker if product is packaged, hangtag if an existing brand hangtag is used
- Apply on back and nearest the top of the box/package.
- Test adherence to any poly bags or materials with known adhesion challenges.
- Apply to packaging or poly bag. Avoid covering important information.

Hard Home:

- Always default to large sticker.
- Apply to items in boxes/packaging only.
- Apply on back and nearest the top of the box/package.
- Do not apply directly to product.
- Do not apply to metals.

Review tag placement options in alignment with the [GS1 Apparel and General Merchandise Placement Standards](#) (Section 4)

DO NOT COVER:

1. Barcodes.
2. Description fields such as style, color, size.
3. Validate all sticker adhere securely to packaging.

****General rule for Packaged Apparel, Soft and Hard Home:** To avoid contact with fixtures/dividers (especially metal) and interference of tag performance and readability, stickers placed on the back of the package should be affixed next to the top of the package. Avoid direct contact with metal/fixtures.

5.7.5 Storage and Handling for RFID

Follow the listed storage & handling guidelines for RFID:

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

RFID/EPC tickets are to be attached only to the primary garment of multi-piece, attached sets.

All vendors must apply the necessary quality control measures to insure that the RFID tag/sticker is applied properly to all products. A chargeback will be issued on products that were found with defective RFID or missing RFID. For the rate of chargeback, please refer to the chargeback table within this document.

Section Six: Shipment Preparations

6.1 Carton Packing Requirements

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

- Belk considers a prepack a carton. Each prepack will have its own US1-128 label and will be shipped to an individual store.
- Do not pack prepacks inside of a master carton.

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

6.2 Carton Dimensions

In order for cartons to efficiently move through Belk facilities, vendors must comply with the below dimensions and weight requirements. Note that the carton requirements are different for eCommerce orders.

| ALL STORE ORDERS | | |
|------------------|---------|---------|
| Dimension | Minimum | Maximum |
| Length | 12" | 36" |
| Width | 12" | 26" |
| Height | 2" | 30" |
| Weight | 2 lbs | 49 lbs |

| ALL ECOMMERCE ORDERS | | |
|----------------------|---------|---------|
| Dimension | Minimum | Maximum |
| Length | 12" | 30" |
| Width | 9" | 24" |
| Height | 6" | 18" |
| Weight | 2 lbs | 49 lbs |

6.3 Carton Markings

Vendors are to put a colored sticker, colored piece of tape, or colored marking on the top of all cartons. Stickers should be applied according to the color guidelines below by product category:

- White - Accessories/Jewelry / Other Center Core
- Red - Womens
- Orange - Home
- Yellow – Kids
- Green – Shoes
- Light Blue – Mens
- Purple - Intimates
- Black – Cosmetics and Fragrances

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

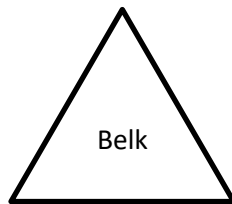
Style #:

Prepack ID:

Purchase Order:

Country of Origin:

Destination: USA



6.4 Vendor Booking Process

Belk International utilizes MOL Consolidation Services (MCS) as the exclusive freight forwarder for all Belk International shipments.

Cargo must be booked through MCS portal a minimum of three weeks prior to FOB start ship date with the following information:

- Bill of lading destination
- Consignee name
- Expected cargo delivery date
- Purchase order number
- Style number
- Carton breakdown (PO/PPK)
- Country of origin
- Shipper name
- Total number of cartons
- Commodity description

- Estimated cubic meters (CBM) and kilograms (kgs)
- Port of loading
- Shipping marks

All commercial invoices must state goods are destined for the U.S. and must be written in English.

One set of commercial documents should be provided for each purchase order, unless otherwise required for foreign trade agreements. (FTA) All vendors must use MCS’s Edoc Solution to create the commercial invoice and packing slip.

The following documents are required to be delivered to the freight forwarder

- Wearing Apparel Detail Sheet (WADS) if applicable
- Interim Footwear Invoice (IFI) if applicable

Vendors must deliver cargo in accordance with their booking declaration. The vendor must contact MCS and revise their booking if there are any additions or deletions to the purchase orders to be delivered.

All Belk International purchase orders are shipped with final destination as per the purchase order.

Belk International will accept -5%/0+ against the ordered quantity by existing prepacks. All prepacks must remain intact as ordered.

Belk retains the right to cancel any order that is shipped past the ship cancel date on the purchase order.

No partial shipments are allowed.

Belk expects any shipment falling within the below loadability guidelines to be factory loaded:

| Container size | Minimum Container Loadability |
|----------------|-------------------------------|
| 20’ Dry | 27 CBMs |
| 40’ Standard | 57 CBMs |
| 40’ High Cube | 67 CBMs |
| 45’ | 77 CBMs |

6.5 Cargo Load Sequence

Vendors must deliver cargo as required by Belk so that cargo can be loaded as per specifications. Cargo will be loaded block stowed nose to tail, unless commodity dictates otherwise.

Please see **APPENDIX H VENDOR RECORD KEEPING REQUIREMENTS**

6.6 Customs Trade Partnership Against Terrorism (CTPAT)

All vendors must be CTPAT compliant. Vendors must provide a current within 1-year security audit. Please see appendix xxx for additional information. CTPAT security criteria indicates that a high security seal must be affixed to all loaded containers bound for the U.S. All seals must meet or exceed the current ISO 17712 standards for high security seals.

The following link includes additional information for review of ISO 17712 high security seals:

<http://www.cbp.gov/sites/default/files/documents/Bulletin%20-%20April%202014%20-%20ISO%2017712%20High%20Security%20Seals.pdf>



6.7 Pre-ASN/GS1-128 (UCC-128) labels

All vendors are required to send a pre-ASN for each container to pack/scan supplier 24 hours **prior** to cargo delivery to MCS.

For factory loads, one pre-ASN is required for each container. The container number and booking number must be referenced.

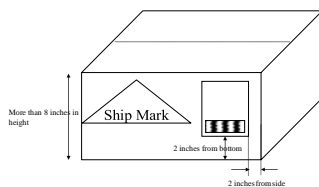
For CFS deliveries, one pre-ASN is required. The container number is not required. The booking number is required.

MCS will provide one booking number per shipment. The shipment may include multiple POs. Please see Attachment D for booking/pre-ASN relationship.

GS1-128 labels must be attached to all cartons prior to delivery to MCs.

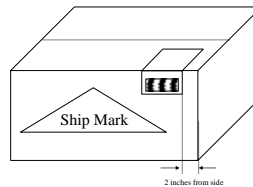
- The vendor is responsible for ensuring that the GS1-128 tickets are able to be scanned.
- Labels must be a minimum of 6 inches high and 4 inches wide.
- On the longest side of the carton, place the carton label in the lower right corner two (2) inches from the right side and bottom of the carton. Place the label on top of cartons under 4" in height. If the longest side of the carton is too short for the entire GS1-128 label to fit, put label on longest side and fold over the top of the carton.
- Each carton label must be affixed to the carton in such a manner to withstand the normal in-transit wear and tear.
- Do not apply anything over the GS1-128 label, including clear tape, as this may reduce the ability to scan.

 CORRECT

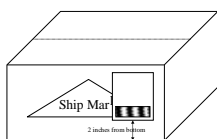



Carton height is more than 8 inches

 CORRECT

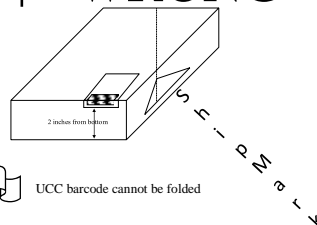



 WRONG



 Carton label cannot cover ship mark

 WRONG



 UCC barcode cannot be folded

6.8 Material Restrictions

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

- Packing peanuts are not allowed.

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

6.9 Order shipment

In order to meet our customer's expectations, it is critical that our suppliers meet our FOB ship/cancel window as determined on our purchase order.

For FOB terms, we expect our supplier to plan accordingly so that the PO is onboard the vessel from origin port by the FOB cancel date.

All shipments, whether by sea or air must be routed through Belk's nominated forwarder with the destination of Savannah, GA.

Belk expects all of our POs shipped complete, but will accept a variance of -5%/0+ at carton level without penalty.

Section Seven: Compliance Chargebacks

7.1 Chargeback Table

| | Freight on Board vessel past FOB cancel date | 5% FOB Price discount or at Belk's discretion air 100% prepaid * |
|--|---|---|
| | Freight on Board vessel 8-14 days past FOB cancel date | 10% FOB Price discount or at Belk's discretion air 100% prepaid * |
| | Freight on Board vessel 15+ days past FOB cancel | 20% FOB Price discount or at Belk's discretion air 100% prepaid * |
| | Unauthorized shipment or unauthorized carrier used | \$250 handling + full freight invoice amount |
| | Booking request submitted to freight forwarder less than 21 days prior to FOB Start date or 28 days prior to FOB Cancel date | \$50 per PO |
| | Cargo is not delivered to carrier for booked vessel | \$500 per booking or cost of any incurred penalties |
| | Carrier assessorial fees including, but not limited to, detention, demurrage due to inaccurate ASN or customs documentation, late delivery, storage | \$50 handling + full amount of fees assessed |
| | Missing / unscannable GS1-128 carton label | \$2.00 per carton |
| | Excessive packing materials used (straps, bands) | \$5.00 per carton |
| | ECommerce packaged incorrectly (missing polybag, missing label, or does not follow dept. specific directions) | \$.50 per unit per violation |
| | eCommerce product shipped on hanger | \$.50 per unit |
| | eCommerce product not shipped in single SKU carton as per PO. | \$.50 per unit |
| | Missing or defective RFID | \$25 per receipt and \$0.60 per unit, minimum \$50.00 per receipt |

- **Belk reserves the right at their discretion to air 100% prepaid or cancel all or partial units of any order that is shipped past the cancel date on the purchase order.**
- **The acceptance of freight by MCS is not to be considered an approval of late shipment without a chargeback or cancellation.**
- **All air shipments are 100% prepaid from origin port to Savannah, GA including any US truck transportation between arrival airport and Savannah, GA. Belk will provide air/sea reimbursement if the goods arrive in time to meet our IN DC date.**

Chargeback Inquires and Disputes

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

Chargeback Dispute Requirements

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

- Vendor name and number
- Purchase order number
- Debit memo number or invoice number
- Ship date
- Documentation and detailed explanation supporting dispute
- Contact name and number

Section Eight: Key Contact Info

8.1 Belk Contact Information

| CONTACT GROUP | EMAIL |
|----------------------------------|--|
| Vendor Onboarding | Direct_vendor@belk.com |
| Chargeback questions | Belk_compliance@belk.com |
| Private Brand PLM Questions | pbsystem_ops@belk.com |
| Transportation booking Questions | belk_csms@molmcs.com |

Belk International Mailing Address:

2801 W. Tyvola Road
Charlotte, NC 28217

Appendix A: Terms and Conditions of Purchase Order

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

1. Vendor agrees that it will not ship merchandise under this Purchase Order earlier than the "Ship" date no later than the "Cancel" date hereof. Purchaser reserves the right to refuse (including at the carriers' facilities) or return any merchandise that is shipped prior to the "Ship" date or after the "Cancel" date or that is substituted, over-shipped, or not ordered hereby. Purchaser assumes no risk or expense on any merchandise refused or returned for nonconformance with the terms and conditions of this Purchase Order. All refusals or merchandise returns for nonconformance will be subject to a deduction on remittances of all applicable freight charges plus an expense offset charge as indicated on the Belk chargeback table or in the Private Brands Belk International 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 Private Brands Belk International 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 to countermand and cancel this Purchase Order without penalty in case of fire, flood, earthquake or force majeure event otherwise affecting the premises of Purchaser or any force majeure event otherwise affecting Purchaser.
4. It is understood that Purchaser shall have a reasonable time and opportunity to examine the merchandise included in this Purchase Order when received in its store, whether or not its agents have previously examined said merchandise, and, if it shall then be ascertained that said merchandise or any part thereof is not in conformity with this Purchase Order or is not as represented or warranted by Vendor, is inferior in workmanship or quality or is otherwise defective, or is delivered in a damaged condition (other than damaged in transit), Purchaser shall have the right to rescind this contract and return all or any part of the merchandise to Vendor at Vendor's expense, plus a charge as indicated on the Belk chargeback table or in the Belk vendor guide, if said conditions are determined during the receiving process. If said conditions are discovered at any time after the receiving process has been completed, the merchandise may be returned at Vendor's expense. The right to rescind given hereunder shall not be construed as a limitation on the right to rescind or other rights given by common law or statute. As used herein, the term "Vendor's expense" shall mean inbound and outbound freight costs plus the cost of any transit insurance associated therewith.
5. Vendor shall be responsible for including all applicable sales, use or excise taxes in its purchase price. In the event a statutory exemption applies, Belk shall be responsible for providing a valid exemption certificate to the vendor.
6. By acceptance of this Purchase Order, Vendor agrees to:



A. Deliver all merchandise in accordance with this Purchase Order at the prices stated herein or at such lower prices and at any better terms and discounts as may be prevailing at the time of shipment.

B. Guarantee that all merchandise ordered 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 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 effected by any course of dealing or usage of trade, or acceptance or acknowledgement by Vendor of any Purchase Order or other form submitted by Vendor containing additional or different terms or conditions. Purchaser and Vendor may only modify these terms and conditions by a clear and conspicuous written amendment or agreement signed by both parties that expressly states the intent of the parties to modify these terms and conditions.

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

Appendix B: Belk Direct Bill File Specifications

IT Specifications for the Sending of Financial Files to Belk Inc.

1.1 Invoice File

| | |
|-------|---|
| 1.1.1 | Files must be sent prior to 7:00 p.m. Eastern Time in order to be processed on that day. Belk Inc. The current rule is one file per day per vendor. |
| 1.1.2 | An email is sent by each vendor with the Invoice CSV attachment. See 3.1.5 for file format. The eMail will be sent to <bidirectbill@belk.com> |
| 1.1.3 | <p>A pre-defined <u>sender</u> email id is required for each vendor. Email ID's can be 50 characters in length.</p> <p>Belk Inc. must be notified of a new or a change to an existing email address 2 weeks prior to the start of sending files.</p> <p>Emailed CSV files will not be processed if they that are sent from any email id other than the vendor pre-defined email address</p> <p>To contact Belk regarding an add or change for an email address: Email to billdirectonboarding@belk.com. Please include the following information in your email:</p> <p>New email address Old direct bill email address - if applicable Vendor name Contact information- name, email address, location, phone number.</p> |
| 1.1.4 | <p>The pre-defined email subject line must appear in the email.</p> <p>The subject line will read: Belk daily direct bill file (YYYYMMDDHHMMSS)</p> <p>Example: Belk daily direct bill file (20150813014104).</p> <p>The date timestamp value must be included in the subject line. Time is military time.</p> |
| 1.1.5 | <p>This is the file lay out to be used by all vendors and agents. Refer to the example of the file below.</p> <p><u>All text must be in Upper case.</u></p> <p>The file should not contain any blank lines.</p> <p>CSV MAPPING</p> <ul style="list-style-type: none"> • INVOICE RECORDS(S) |

| TOKEN # | DATA MAP | SAMPLE DATA | COMMENTS |
|---------|----------------------|-------------------------|--|
| T01 | BS450-FILE-NAME | BIDIRECT | |
| T02 | BS450-LINE-ENTRY-NBR | 1 | ROW SEQUENCE NUMBER (increment for each record in the file) |
| T03 | BS450-COMPANY-NBR | 990 | |
| T04 | BS450-COMP-PO | 0990002001310 | T04(1:4) = BS450-COMP-NBR T04(5:2) = 00 T04(7:7) = BS450-PO-NBR |
| T05 | BS450-ACC-NBR | 3200000000 | |
| T06 | | NL | |
| T07 | BS450-RCV-DATE | 20120727 | YYYYMMDD |
| T08 | BS450-INV-NBR | C8120175 | No special characters Max of 12 characters |
| T09 | BS450-DATE-UNIT | FCR-JUL09DD-SEP07PC1234 | T09(5:4) = BS450-FCR-DATE T09(13:5) = BS450-DUE-DATE T09(20:9) = BS450-UNITS |
| T10 | BS450-PAY-TYPE | USD | |
| T11 | | 0 | |
| T12 | BS450-TOT-AMNT | 1326.55 | \$ AMOUNT PER PO |
| T13 | | | |
| T14 | | | |
| T15 | | XL | |
| T16 | | GL165 | |
| T17 | | N | |
| T18 | | 20120727 | SAME AS T07 |

TBL: 1[A]

- Token numbers other than in **RED** will remain unchanged for each record
Sample record as shown in the above mapping:
 BIDIRECT,1,990,0990002001310,3200000000,NL,20120727,C8120175,FCR-JUL09DD-SEP07PC1234,USD,0,1326.55,,,XL,GL165,N,20120727
- FCR - Forwarders' Cargo Receipt

• **TRAILER RECORD**

| TOKEN # | DATA MAP | SAMPLE DATA | COMMENTS |
|---------|----------------------|--------------------|--|
| T01 | BS450-FILE-NAME | BIDIRECT | |
| T02 | BS450-LINE-ENTRY-NBR | 100 | ROW SEQUENCE NUMBER |
| T03 | BS450-COMPANY-NBR | 990 | |
| T04 | BS450-COMP-PO | 099000 | T04(1:4) = BS450-COMP-NBR T04(5:2) = 00 |
| T05 | BS450-ACC-NBR | 2030850000 | |
| T06 | | NL | Literal value NL |
| T07 | BS450-RCV-DATE | 20120727 | YYYYMMDD (CSV CREATE DATE) |
| T08 | BS450-INV-NBR | BIDIRECT | Literal value is BIDIRECT |
| T09 | BS450-DATE-UNIT | TRANSMISSION TOTAL | Literal value is TRANSMISSION TOTAL |
| T10 | BS450-PAY-TYPE | USD | Literal value USD |
| T11 | | 0 | |
| T12 | BS450-TOT-AMNT | -2678341.41 | TOTAL \$ AMOUNT FOR ALL PO (-) This value should always include the negative sign |
| T13 | | | |
| T14 | | | |
| T15 | | XL | Literal value XL |
| T16 | | GL165 | Literal value GL165 |
| T17 | | N | Literal value N |
| T18 | | 20120727 | SAME AS T07 |

TBL: 1[B]

- Token numbers other than in **RED** will remain unchanged for the trailer record
Sample record as shown in the above mapping:

| | |
|-------|--|
| | <p>BIDIRECT,50,990,099000,2030850000,NL,20120727,BIDIRECT,TRANSMISSION TOTAL,USD,0,-2678341.41,,,XL,GL165,N,20120727</p> <p>The above example showing T02 as 50 indicates that the CSV has 49 INVOICE records (one for each PO) and 1 TRAILER record</p> <ul style="list-style-type: none"> • T12 - Total Amount in the TRAILER record should have the negative value for the summation of \$ amount for each PO listed in the CSV |
| 1.1.6 | <p>A sample of the csv file.</p> <p>BIDIRECT,1,990,0990114743314,3200000000,NL,20130916,DBSCRIPTST28,FCR-SEP09DD-NOV08PC1872,USD,0,8985.6,,,XL,GL165,N,20130916</p> <p>BIDIRECT,2,990,099000,2030850000,NL,20130916,BIDIRECT,TRANSMISSION TOTAL,USD,0,-8985.6,,,XL,GL165,N,20130916</p> <p>There is no restriction on what you would like to name your file when you save it. We ask that you not use any special characters in the file name.</p> |

APPENDIX C: VENDOR & FACTORY PROFILE



Date: _____

Vendor Name: _____

Vendor Address: _____

Contact Name: _____

Contact Title: _____

Contact email: _____

| | | |
|--------------|-------------------|------------------------------|
| Agent: _____ | Direct: Yes or No | Domestic Importer: Yes or No |
|--------------|-------------------|------------------------------|

List other U.S. Retailers as customers: _____



Factory Name

Country of Production

1. _____

2. _____

3. _____

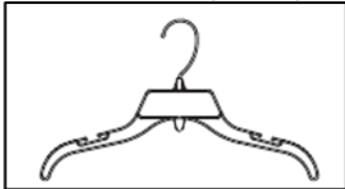
4. _____

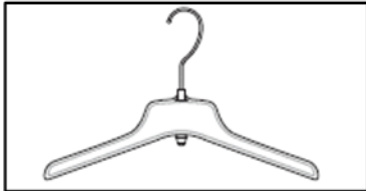
5. _____

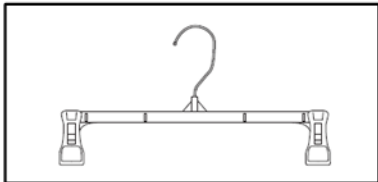
Appendix D: Store Orders Hanger Instructions and Types by Category

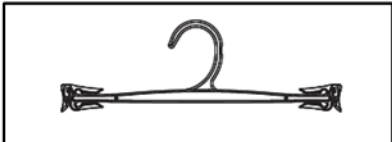
MENS, WOMENS, YOUNG CONTEMPORARY, YOUNG MENS

NO SIZERS

| | |
|---|---|
| <p>15" TOP HANGER (STYLE 485) 17" TOP HANGER (STYLE 484) 19" TOP HANGER (STYLE 479)</p>  <p>HANGER COLOR - BLACK</p> | <p>STYLE 484 AND 485 uses STYLE 479 uses</p> <ul style="list-style-type: none"> REGULAR SIZES YOUNG CONTEMPORARY YOUNG MENS CURVY BIG AND TALL <p>ALL OF THE ABOVE MUST BE IN A MASTER POLYBAG</p> |
|---|---|

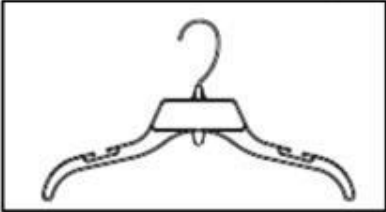
| | |
|---|--|
| <p>17" COAT HANGER (STYLE 3329)</p>  <p>HANGER COLOR - BLACK</p> | <p>STYLE 3329 uses</p> <ul style="list-style-type: none"> MEN'S OUTERWEAR WOMEN'S OUTERWEAR <p>ALL OF THE ABOVE MUST BE IN A SINGLE POLYBAG</p> |
|---|--|


| | |
|---|---|
| <p>10" BOTTOM HANGER (STYLE 6010) 12" BOTTOM HANGER (STYLE 6012) 14" BOTTOM HANGER (STYLE 6014)</p>  <p>HANGER COLOR - BLACK</p> | <p>Style 6010/6012/6014 uses</p> <ul style="list-style-type: none"> PANTS (ALL CATEGORIES) SKIRTS (WOMENS AND JUNIORS) SHORTS (ALL CATEGORIES) 2 PC. SWIMWEAR (WOMENS AND JUNIORS) <p>ALL OF THE ABOVE MUST BE IN A MASTER POLYBAG</p> |
|---|---|

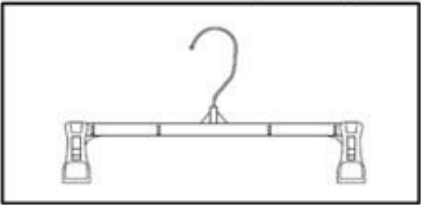
| | |
|---|---|
| <p>10" CLEAR HANGER (GS-19)</p>  <p>HANGER COLOR - CLEAR</p> | <p>Style GS-19</p> <ul style="list-style-type: none"> INTIMATE APPAREL (BRA AND PANTY) <p>THE ABOVE MUST BE IN A MASTER POLYBAG</p> |
|---|---|

BIG GIRLS (SIZES 7-16) AND BIG BOYS (SIZES 8-20)

SIZERS REQUIRED

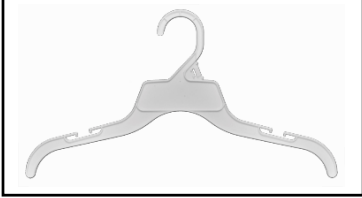
| | |
|--|---|
| <p>17" TOP HANGER (STYLE 484)</p>  <p>HANGER COLOR - BLACK SIDE SIZER</p> | <p>STYLE 484 uses</p> <ul style="list-style-type: none">• SWEATERS• TOPS (MEN/WOMEN), BLOUSES• DRESSES• SLEEPWEAR <p>INCLUDING ROBES</p> <ul style="list-style-type: none">• 1 PC. SWIMWEAR• JACKETS |
| <p>ALL OF THE ABOVE MUST BE IN A MASTER POLYBAG</p> | |

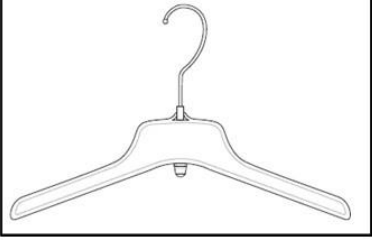
| | |
|---|---|
| <p>17" COAT HANGER (STYLE 3329)</p>  <p>HANGER COLOR - BLACK NO SIZER</p> | <p>STYLE 3329 uses</p> <ul style="list-style-type: none">• OUTERWEAR |
| <p>ALL OF THE ABOVE MUST BE IN A SINGLE POLYBAG</p> | |

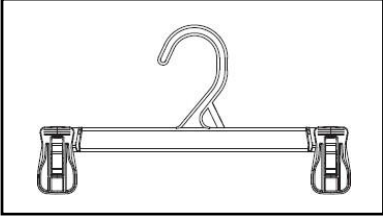
| | |
|--|--|
| <p>10" BOTTOM HANGER (STYLE 6010) 12" BOTTOM HANGER (STYLE 6012) 14" BOTTOM HANGER (STYLE 6014)</p>  <p>HANGER COLOR - BLACK SIDE SIZER</p> | <p>Style 6010/6012/6014 uses</p> <ul style="list-style-type: none">• PANTS• SKIRTS• SHORTS• 2 PC. SWIMWEAR |
| <p>ALL OF THE ABOVE MUST BE IN A MASTER POLYBAG</p> | |

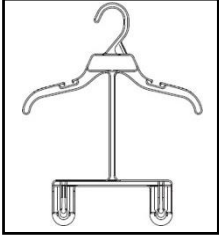
KIDS, INFANTS AND TODDLERS (SIZES 0-6X/7)

SIZERS REQUIRED

| | |
|--|--|
| <p>10" TOP HANGER (STYLE 495) 12" TOP HANGER (STYLE 496) 15" TOP HANGER (STYLE 472)</p>  <p>HANGER COLOR – WHITE SIDE SIZER</p> | <p>STYLE 495 uses</p> <ul style="list-style-type: none">SEPARATES (INFANTS, TODDLERS, KIDS – UP TO GIRLS 6X OR BOYS 7) <p>STYLE 496 and STYLE 472 uses</p> <ul style="list-style-type: none">KIDS DRESSESKIDS BLOUSESKIDS TOPSKIDS SLEEPWEAR (INCLUDING ROBES)KIDS 1 PC. SWIMWEARKIDS LIGHTWEIGHT OUTERWEAR |
| <p>ALL OF THE ABOVE MUST BE IN A MASTER POLYBAG</p> | |

| | |
|---|---|
| <p>15" COAT HANGER W/ LONG HOOK (STYLE 3316)</p>  <p>HANGER COLOR - BLACK NO SIZER</p> | <p>Style 3316 uses</p> <ul style="list-style-type: none">KIDS OUTERWEAR |
| <p>ALL OF THE ABOVE MUST BE IN A MASTER POLYBAG</p> | |

| | |
|--|--|
| <p>8" BOTTOM PINCH CLIP HANGER (STYLE 6108) 10" BOTTOM PINCH CLIP HANGER (STYLE 6110)</p>  <p>HANGER COLOR - WHITE SIDE SIZER</p> | <p>Style 6108/6110 uses</p> <ul style="list-style-type: none">KIDS PANTSKIDS SKIRTSKIDS SHORTSKIDS 1 PC. SWIMWEAR |
| <p>ALL OF THE ABOVE MUST BE IN A MASTER POLYBAG</p> | |

| | |
|---|---|
| <p>10" SET HANGER W/ 7" DROP 8" BOTTOM (STYLE 420) 12" SET HANGER W/ 7" DROP 8" BOTTOM (STYLE 422)</p>  <p>HANGER COLOR - WHITE SIDE SIZER</p> | <p>Style 420/422 uses</p> <ul style="list-style-type: none">COORDINATES AND/OR SETS |
| <p>ALL OF THE ABOVE MUST BE IN A MASTER POLYBAG</p> | |

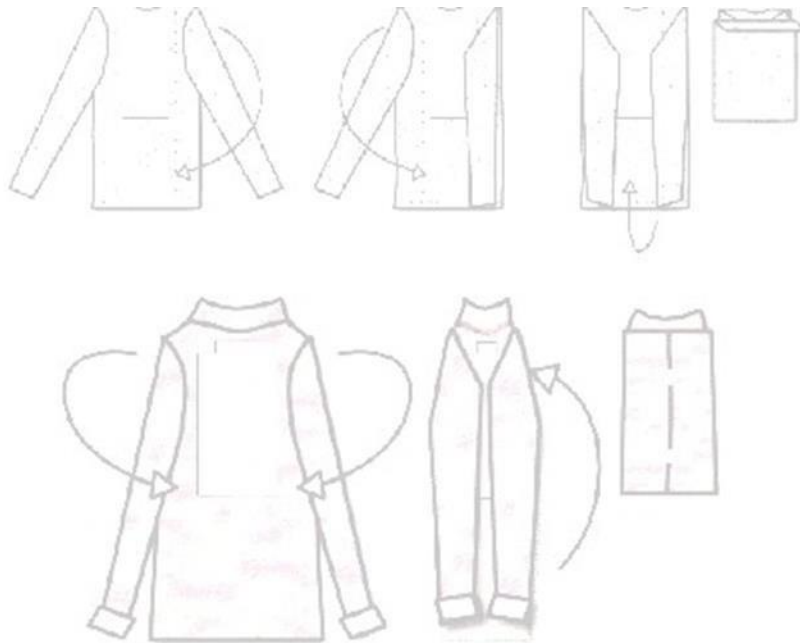
Appendix E: Reshippable Carton Requirements

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

Appendix F: Ecommerce Folding Guidelines

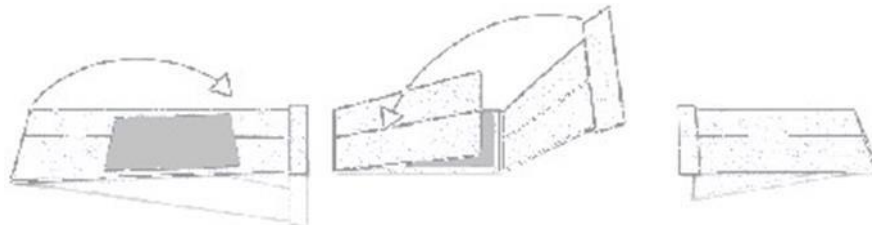
Sweaters, Shirts, Blouses, Coats, Jackets, Blazers, Activewear

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



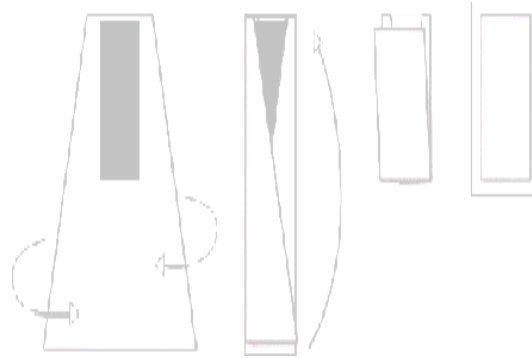
Pants

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



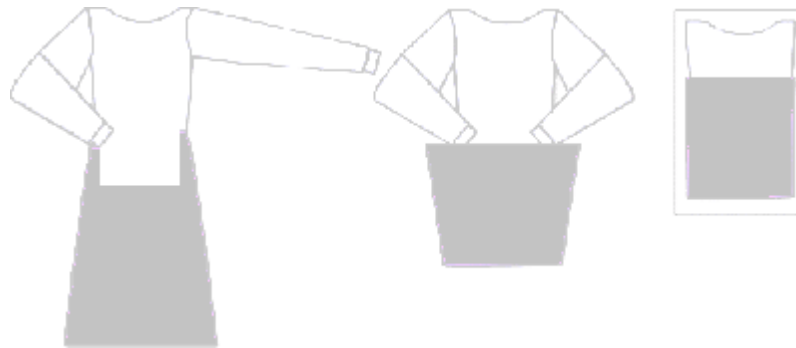
Skirts

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



Dresses and Slips

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



Appendix G: Vendor Recordkeeping Requirements

REASON FOR THE PROCEDURES

Belk International acts as the importer of record (IOR) for purchase orders (POs) that are placed with international vendors, either directly or through Belk's agent, Li & Fung.

As the importer of record, Belk International is responsible for U.S. Customs and Border Protection (CBP) requirements. US CBP has authority to review records made or normally kept in the ordinary course of business. CBP is authorized to review documentation related to:

1. Any importation into the U.S.
2. Transportation into the U.S.
3. Use of Free Trade Agreements (FTA)
4. Any other activity administered by the US CBP

Below you will find a detailed list of documentation that should be available for each Belk International Purchase Order (PO) to import merchandise into the US or used to substantiate the use of FTAs. This documentation must be provided to Belk within fifteen (15) days of request to meet the time restraints that US CBP allows for advising.

Belk will periodically conduct documentation or production records audits with vendors utilizing FTAs to ensure compliance with these procedures.

Records should be maintained for 5 years from the date of entry into the United States.

Failure to maintain appropriate recordkeeping requirements can result in fines and penalties by US CBP.

Additional information regarding recordkeeping requirements is located at the following website:
<https://www.cbp.gov/document/publications/recordkeeping>

RECORDS

The following list includes records which are required to be kept on file by law or regulation. These records may be required by CBP to substantiate importation into the US or valuation of a product. Not every PO will require all of the following information. Only the records applicable to each PO are required.

1. Purchase Order
2. Bill of lading or air waybill
3. Commercial invoice – includes date, number, description of merchandise, quantities, values, unit price, trade terms, part, model, style, markets and numbers, name and address of foreign party responsible or invoicing, kind of currently
4. Packing list
5. Terms of sale
6. Shipping quantities
7. Shipping units of measurements
8. Documents required for entries of GSP merchandise, GSP declaration; if applicable
9. AGOA Textile Certificate of Origin and supporting records; if applicable
10. Other Free Trade Agreement documentation or certificates of origin; if applicable
11. APHIS documents
12. Single country declaration
13. Multiple country declaration

14. VISA
15. Certificate of origin
16. Production records

FREE TRADE AGREEMENTS (FTA)

CBP has the authority to request documentation to substantiate the use of FTAs. This section applies to any Purchase Orders where Belk is claiming duty free treatment as a result of an FTA

Every Belk supplier working with the production of product eligible for duty free treatment or reduced duty under a Trade Preference Agreement should maintain a procedure manual detailing the regulations applicable and processes necessary to be eligible for the benefits of the related FTA. Documentation should be available regardless of single or multiple country of origin. This includes:

1. Utilization of any Free Trade Agreement (FTA) for imports into the U.S.
2. Invoices of all materials used in production, including, but not limited to: fabric, yarns, trims.
3. Shipping documents from raw material suppliers to production factory
4. Clearance documentation of raw materials into country of production and any applicable government import licenses

Proof of Production

Timeline

A detailed and concise timeline prepared by the factory outlining chronological dates and details of events as they occurred. Dates should include fabric purchase, cut parts, et. al.

Materials

1. Invoices of all materials used in production, including, but not limited to: fabric, yarns, trims.
2. Shipping documents from raw material suppliers to production factory
3. Clearance documentation of raw materials into country of production and any applicable government import licenses
4. Documentation on labels or other materials incorporated into item produced

Production Records

The below information should be provided by country:

1. Internal factory production order
2. Cutting records if fabric is purchased from mill. Cutting records should include verification of quantity, color and size of order
3. List of number and types of machinery available at production factory
4. List of number and types of machinery utilized in production of Belk PO
5. Time cards of employees involved in production order with highlights of times employee worked on the Belk PO
6. Assembly records including records maintained on the factory floor, detailing the operations performed, employees performing said operations and the dates the operations were performed
7. Proof of factory operation during time of production (i.e. power/electric bill)
8. All shipping details documenting movement
9. Proof of export from country of export

Subcontractor Records

All details listed in section 3.1.3 of this document should be provided for any sub-contractor used to product Belk POs.

Inspection Certificates

1. In-line inspection reports
2. Final inspection report