Belk's Drop Ship Program

Vendor Participant Policies

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Drop Ship Program Overview

Belk's Drop Ship program is a strategic program intended to directly support Belk's goal to bring customers high quality, high value products with a breadth and depth of assortment that meets the expectations and needs of our ever-growing customer segment. The Drop Ship program leverages vendor partnerships to provide competitive assortments as well as fulfill and ship orders directly to the Belk.com customers. The Drop Ship program has established policies and guidelines which are designed to ensure vendors consistently maintain Belk brand, service levels and customer shopping experience at Belk.com. Those policies and guidelines are defined in detail in this Belk Drop Ship Vendor Participant Policies Document.

A. Document Purpose

This document is intended to assist vendors in setting up the necessary infrastructure to participate in Belk's Drop Ship program. Vendors may need to modify their internal processes, make system modifications, or purchase equipment to meet program guidelines.

B. Terminology

Terminology and acronyms used in the Drop Ship program includes but are not limited to the following:

- Customer Order = Order generated on the web by a retail customer or through retail customer callin to the call center
- SDF = Supplier Direct Fulfillment
- DTC = Direct to Consumer
- D2C = Direct to Customer
- PO = Purchase Order
- SKU = Stock Keeping Unit (single unit of a product within a line item)
- RA = Return Authorization
- RTV = Return-to-Vendor
- EDI = Electronic Data Interchange
- UPC = Universal Product Code (12-digit UPC)
- EAN = European Article Number (13-digit UPC)
- IAN = International Article Number (13-digit UPC)

C. Drop Ship Vendor Onboarding Overview

Onboarding refers to the set-up process Drop Ship vendors will go through until the vendor is LIVE on the Belk.com website. A Belk Drop Ship Merchant will contact the vendor to discuss their ability to meet the minimum requirements of the program. If selected to participate, a Belk Drop Ship Coordinator will contact vendors to attend a Drop Ship Onboarding Training via Microsoft Teams Conference Call. Prior to the Onboarding Training, the vendor will receive a Drop Ship Welcome Packet that includes the necessary Onboarding documentation. Completing and returning all Onboarding documentation will start the Drop Ship Vendor onboarding process.

While implementation timing will vary among vendors, the typical Onboarding process (**Diagram A below**) takes 6-9 weeks. Please review the Key Milestones as they are outlined. The process starts with Onboarding Management and concludes with Launch & Stabilization. This may also serve as your onboarding checklist.

Diagram A - Drop Ship Vendor Onboarding Process Overview

Belk Drop Ship Onboarding Checklist: Six Key Phases

(Vendor Responsibilities – Highlighted in Red)

Belk Drop Ship Vendor Participant Policies Belk Drop Ship Vendor Agreement Vendor Profile IRS W-9 Certificate of Insurance	□ Product Selection & Pricing □ Digital Images & Copy □ Load Attributes and Images into the DSCO platform Note: Post-launch SKU adds, and updates (including cost changes) will follow the same submission process
□ Vendor Paperwork/Vendor Number Set Up□ OpenText	5. FedEx PrePaid Account – Carrier Enablement & Account Set up Onboarding Team will Create Pre-paid FedEx Account Numbers based on
2. Drop Ship Onboarding Training Outline Next Steps and Estimated Launch Month Belk Drop Ship Onboarding Training Drop Ship Vendor Agreement – Reviewed and Signed by Belk Leadership	warehouse locations Onboarding Team will Provide Account Numbers to Vendor FedEx account numbers setup and enabled within vendors warehouse management system FedEx Ground Economy and FedEx Home Delivery are the preferred methods of shipment for all Belk customer orders Submit FedEx Shipping Labels to Belk onboarding team for review
3. OrderStream – CommerceHub Enrollment & EDI Testing Onboarding Team will Submit Testing Request to CommerceHub Note: Each portal allows for only one admin. To find out how to add additional users to DSCO visit: https://support.dsco.io/hc/en-us/articles/235963708-User-Management	Belk onboarding team will send Launch Letter to Vendor, including how to load inventory and official launch date 12 - Digit Vendor UPC populated in EDI 846 Upload Inventory EDI 846 File to CommerceHub
□ CommerceHub Agreement □ CommerceHub Payment □ One Time Set Up Fee − Browser: \$750.00 □ One Time Set Up Fee − Integrated: \$1750.00 Note: If you decide to upgrade within the first year of the connection, then the upgrade fee is \$1,000. If you decide to upgrade after the first year, then this is a new set up fee of \$1,750.	□ Products Populate on Belk.com within 24-48 hours
□ CommerceHub Testing □ Browser - Video Training post Launch via "CommerceHub University" □ Integrated - Before Launch	
□ Submit Belk Branded Packing List to Belk onboarding team for review	

1. Drop Ship Onboarding Documentation

For a vendor to participate in Belk's Drop Ship program, vendors must agree to follow the policies and guidelines set forth by Belk. Belk requires vendors to review the policies and procedures and acknowledge agreement at the time of document execution. Vendors will receive the Drop Ship Vendor Onboarding documentation which consists of the following:

A. Drop Ship Vendor Welcome Packet

- Belk Drop Ship Vendor Questionnaire
- Drop Ship Onboarding Training Guide
- Drop Ship Vendor Participant Policies
- Belk DSCO Platform Advanced Catalog
- Belk Drop Ship Vendor Agreement
- Belk Drop Ship Vendor Profile
- IRS W-9
- Certificate of Insurance
- Fine Jewelry Vendors must sign the Fine Jewelry Addendum

Vendors should review the Vendor Welcome packet and agree to the program requirements or discuss any operational challenges and questions with internal staff prior to or while participating in the Drop Ship Onboarding training. All Drop Ship Vendor Set Up documents are expected to be completed and submitted to the Belk Drop Ship team prior to or at the time of the Onboarding Training.

All forms and documents should be submitted to your Belk Drop Ship Onboarding Coordinator.

To send via email:

Send to: $\underline{\text{SDFOnboarding@Belk.com}} \text{ or directly to your Onboarding Coordinator}$

Subject: Belk Drop Ship Vendor Set Up Forms – [Vendor Name]

NOTE: Signing and submitting the Drop Ship Vendor Agreement signifies that the vendor has reviewed and agrees to all the terms and conditions defined in the Drop Ship Vendor Participant Policies.

B. Taxation Setup and Exemptions

Belk can provide vendors with resale certificates (Multijurisdictional Uniform Sales & Use Tax Certificate) for merchandise it purchases and resells on Belk.com to its customers within the United States, including APO / FPO boxes. This serves as written documentation for vendors, confirming that Belk is reselling the vendor's merchandise and therefore the vendor does not need to collect tax from Belk. Belk is responsible for assessing any necessary taxes to the end consumer and remitting those taxes to the appropriate state. If a vendor's situation warrants Belk completing a Multi-Jurisdictional Uniform Sales & Use Tax Certification, please contact your assigned Belk Drop Ship Onboarding Coordinator who will provide you the appropriate internal contact to obtain the certificate(s). Any questions regarding sales tax should also be coordinated through your assigned Drop Ship Coordinator.

Belk eCommerce is registered in all states with the exception of several states that do not administer sales tax. Belk eCommerce collects and remits the applicable taxes to these states. Upon request, Belk will provide a multi-jurisdictional tax exemption certificate which will cover the states in which it is registered to collect tax. If you have questions or concerns regarding such tax obligations, or how to resolve any other related taxation issues, please contact your Drop Ship buying team. It is the vendor's responsibility to ensure that the Vendor understands and complies with the laws of the states in which they operate, including obtaining appropriate documentation in support of the resale exemption

2. Drop Ship Onboarding Training

To complete the Drop Ship Onboarding Training a vendor must:

- Attend an Onboarding Training, where the Drop Ship policies, set up, and operational guidelines will be reviewed in detail. Questions will be answers directly after.
- Determine and mutually agree on an implantation timeline.

3. Drop Ship Assortment Selection and Production

Belk Buyers will select and give final approval to all Drop Ship merchandise assortments. The Drop Ship program is a vendor managed inventory program driven by actual customer sell-thru demand. Belk is looking to leverage the Drop Ship assortments vendors are willing to support.

For the initial assortment, vendors should present to their Belk Buyer their strongest selling products for consideration, which are representative of the breadth the vendor should offer.

Online assortment:

- All products must be set up in GXS (Inovis/OpenText)
- All products need to include a hang tag or product packaging that clearly identifies the product UPC (i.e., Shoes – UPC should be located on the outside of the shoe box)
- By making sure the UPC is visible on all Hang Tags and Product Packaging, it will assure all products are returned correctly and efficiently
- Fine Jewelry merchandise should include a rat tail type hangtag on the product with product UPC barcode, as well as a matching barcode on the bottom of the jewelry box
- Recognize unique merchandising opportunities to expand online sales:
 - Style extensions into 'unlimited' colors and sizes
 - New product categories to expand customer base
 - Products not practical for in-store marketing (oversized products, lower/higher-value, variable/lower demanding, etc.)
 - Test market for new products before placing them in stores

A. Approved product submission

Belk Buying teams and Belk Web Production teams manage all the product content displayed on Belk.com. Once vendors and Belk Buying teams agree on a Drop Ship assortment selection, vendors are required to provide Belk three main types of information to support the setup, presentation and selling of merchandise on the Belk.com website:

- Product set up detail (product part numbers, brief product name/descriptions, cost, etc.)
- Product copy and features (detailed product descriptions, product attributes, product features, product warranty, etc.)
- Product images, digital photography, and product video. Please see (**Diagram B**) below for the Belk Vendor Provided Image Guidelines and requirements.
- Digital assets are required for all Drop Ship products. Physical samples are not desired due to cost to handle and increases to setup time.

Diagram B – eCommerce Vendor Provided Image Guidelines

Refer to the "Belk PDP Vendor Requirements" for Specific Copy/Image Guidelines.

VENDOR IMAGE REQUIREMENTS



IMAGE SIZE

PREFERRED: 1760 x 2500 ppi

MINIMUM: 900 x 1200 ppi

- · NO interpolation / up-sizing images to meet requirements.
- Increasing dimensions of an image manually to fit guidelines may result in pixelation and make the image blurry.

HIGH RESOLUTION FILE

PREFERRED: 300 ppi

MINIMUM: 72 ppi

** IF file is 72 ppi, it MUST be larger than minimum image size

COLOR MODE

RGB (8 bits per channel)

WHITE BACKGROUND

Backgrounds MUST be knocked out to white (R/255, G/255, B/255). No color cast on shadows or backgrounds.

NATURAL SHADOW

 $Shadows\ should\ look\ realistic\ whether\ naturally\ occurring\ or\ manufactured.$

FILE FORMATS ACCEPTED

JPG - level 10 compression

PNG - with transparent background

TIFF - compressed

PRODUCT PHOTOGRAPHY

- White background (R/255, G/255, B/255)
- White seamless sweep or white table top
- Slight natural shadow for grounding
- · Open space around product No cropping

ON FIGURE PHOTOGRAPHY

- White background (R/255, G/255, B/255)
- White seamless sweep
- Slight natural shadow for grounding
- Space above and below model
- · Include front and back shots
- Additional alt shots / lifestyle shots preferred

IMAGE UPLOAD ORDER

- Vendor images should be uploaded in the order they will be viewed on the product description page (PDP).
- Belk.com utilizes "A" for the main image and "B" through "E" for alternate shots.
 - ** Most examples shown are of FINAL images that have been edited by Belk F-Commerce.

Vendors should:

- Recommend a financially viable, market competitive product assortment to your Belk Buying team.
- Review and agree to an initial merchandise assortment, pricing, and product life/availability with the Belk buyer during the selection process.

Belk may suspend onboarding activities until the vendor submits a completed Drop Ship Assortment Worksheet to the buying team or the Drop Ship coordinator.

B. Assortment Safety and Quality Assurance

Appropriate product safety and quality certification documents should be provided (upon request) for all products. Pending review of safety and quality documents, where documentation is inadequate or where there is an elevated level of risk; Belk may require additional safety testing or QA inspection.

- Belk may accept tests done for or by other retailers, as well as any available documentation from internally requisitioned 3rd Party QA.
- Safety Certification may be requested for specific product categories.
- If documentation does not provide all necessary information, additional sample testing may be required at the vendor's expense.
- In the event, the vendor cannot provide adequate documentation, Belk may send the product to an independent lab to verify quality or safety at the vendor's expense.
- Belk will continue to monitor Drop Ship merchandise product quality throughout the life of the
 partnership. Products with high rates of damage or defective reports may be suspended from sale
 until package and/or product quality is re-certified.

C. Cost of Goods and Product Pricing

Costs submitted via any of these documents will be the binding cost and cannot be changed without Merchant approval.

- Any additional Drop Ship fees must be negotiated and agreed to by the Belk buyer. This additional
 Drop Ship fee must be listed on the Vendor Profile sheet during the onboarding process. Additional
 Drop Ship fees must be added to the ASN/invoice when the order is closed. Belk's AP department
 will not go back and add these fees for you, nor will they reimburse for these fees that you forgot to
 add to the invoice.
- Cost updates must be submitted in the appropriate format specified for each vendor.
- Vendors should allow 30 days for product cost changes to be approved and applied. Cost changes
 are not approved until the Belk buying office expressly communicates their approval to the Vendor.
- Orders placed prior to the cost update in Belk systems will generate fulfillment orders at the cost of goods in the Belk system at the time the order was placed. Vendors should ship the order at the cost listed on the fulfillment order. Costs submitted via a customer PO through Rithum must be honored and fulfilled as to not impact the customer. Vendors should then pursue offline resolution.
- Cost updates will not be granted retroactively. Orders invoiced at a different cost than reflected on the fulfillment order will error out at Belk and may potentially delay payment while offline resolution is being pursued.

Vendors may submit suggested retail pricing, MAP (minimum advertised price) and MSRP (manufacturer suggested retail pricing).

• MAP pricing can only be set by the manufacturer, and Belk will not accept pricing which is higher than pricing listed on other authorized retailer's websites.

Vendors are not permitted to list the Retail Price and/or Wholesale Price on their products/cartons/hangtags. This is to assure all pricing matches what is approved by the Merchant and/or what was paid at time of sale.

The wholesale cost for Drop Ship SKU's is expected to include all related costs to receive, store, pick, pack, and stage the product for direct shipment to Belk's customers.

- Any additional handling fees to support the Drop Ship program must be negotiated with your Belk merchant.
- The handling fee can be included in the wholesale product cost, (ONLY if the product is not sold in Belk stores) or it must be a separate fee.
- Separate store and eCommerce wholesale costs for the same SKU is not currently supported by Belk.

D. Rebates and Promotions

Belk Brick and Mortar and Online channels consider products for different promotional offer types such as free shipping, special pricing, etc. Belk also welcomes product with special manufacturer rebates or special offers. Vendors with special promotional product or rebate offers should discuss such items with their buying team.

4. Drop Ship Order Processing Interface Setup - Rithum

Belk has partnered with Rithum Technologies, Inc. (Rithum), a third-party order processing software provider, to provide Belk visibility across its Drop Ship supply chain. The partnership with Rithum enables Belk to have timely and accurate information available about the external fulfillment network. It also makes it easier for vendors to view and reconcile orders and invoices regardless of the vendor's technological capabilities or connections.

All Drop Ship vendors are required to establish a direct connection to the Rithum vendor network. Vendors must maintain an active Rithum connection to receive and process orders. Vendors are responsible for all costs associated with using Rithum, including setup fees, transaction fees, subscription fees or any other applicable fees associated with the transmission of data. Rithum offers vendors several service solutions to comply with the Belk order processing requirements.

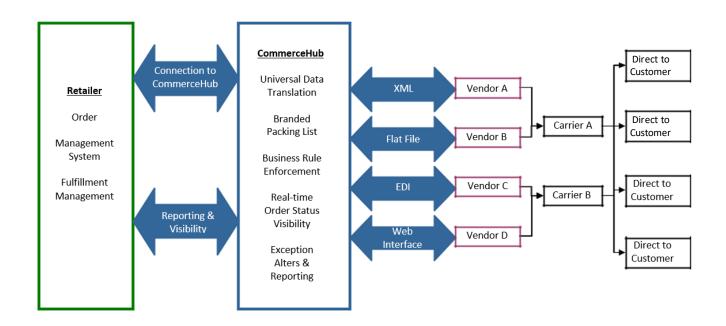
A. Rithum Interface

Once a vendor has attended a Drop Ship Onboarding Training and has submitted their completed Drop Ship documentation with required signatures, Belk will provide vendor contact information to Rithum Technologies Inc. They will then send information about their services, the Rithum Supplier Agreement, and the connection options for the Belk Drop Ship program, (Diagram C below).

Vendors must complete the following:

- Select a connection type: Integrated (e.g., XML, EDI, and Delimited File) or Web Browser.
- Sign and return the Rithum Supplier Agreement, along with the one-time set-up fee for the selected connection type, to Rithum within 1-2 weeks of attending a Drop Ship Kickoff Conference.
- Complete integration, testing and training in the Rithum "Test Environment."
- Complete coding of Belk's branded packing list if not using the pre-populated packing lists provided through Rithum.
- Complete Web-based Browser tutorial and training provided by Rithum.
- Rithum will approve the vendor to move to the production environment upon passing testing and completing the Rithum training.

Diagram C - Rithum Interface



B. Drop Ship Order Process Overview

The Drop Ship order process leverages Rithum to broker order transmissions to/from Drop Ship vendors. An overview of the Drop Ship order process lifecycle is illustrated in (**Diagram D**) below.

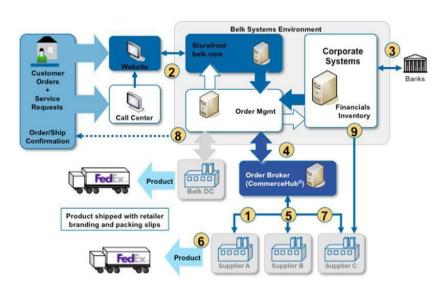


Diagram D - Order Process Lifecycle

- 1. Drop Ship Vendor Provides a positive inventory position to Belk via Rithum-
- 2. A customer places an order for a product via the Belk.com website or call center.
- 3. When an order is placed, Belk obtains a credit authorization (reservation of funds/fraud check) for the order that is valid for 7 calendar days.
 - **NOTE:** Belk cannot collect payment from customers until the product(s) on the order are confirmed as Shipped in Rithum.
- 4. Belk transmits customer orders multiple times daily to Rithum who in turn brokers the order to Drop Ship Vendors.
- 5. Vendors pick up Drop Ship POs from Rithum via an integrated (e.g., EDI, XML, FTP) or Web Browser connection.
- 6. The Vendor fulfills the PO, includes the Belk branded packing list and ship label, and ships the order to the customer's designated 'ship to' address.
- 7. The Vendor then closes the order in Rithum by associating a Shipped or Cancelled status with each line item on the PO and providing valid tracking information.
- 8. Rithum sends all closed PO information to Belk, who parses the confirmation message and updates the customer order data to obtain payment from customer and send ship confirmation e -mails.
- 9. An invoice transaction is required at the time of ship confirmation. Separate invoice transactions are not permitted. Payment for shipped orders is based on contractual payment terms.

C. Rithum Vendor Agreement

Vendors must sign a Rithum Vendor Agreement before they can begin IT integration for the Belk Drop Ship Program. Existing Rithum vendors will only need to sign a pricing addendum to cover the fees associated with setting up the Belk connection and receiving orders through that connection. Vendors are required to pay a one-time set up fee, which varies depending on the connection type selected. Once in production, Vendors will pay a monthly service fee as well as an order cycle fee (includes all inbound/outbound communication). Please refer to the Rithum Supplier Agreement or contact Rithum's Sales Support team (salessupport@Rithum.com) for additional details on connection fees.

The Rithum contract is expected to be signed within two (2) weeks of the DR Drop Ship OP SHIP Kickoff Conference date, if not sooner. Onboarding will be suspended until the Rithum contract is signed.

D. Rithum Service Solutions

Rithum's supplier solutions are designed to make it simple for vendors to participate by offering different connectivity options that will enable its partners to be 100% compliant with Belk's Drop Ship requirements. A Rithum Client Services representative will assist vendors in determining what type of solution best fits a vendor's order processing needs. Below in (**Diagram E**), are brief introductions to Rithum's Web-based and integrated connection options.

Diagram E - Rithum Connections

	Option 1 Browser	Option 2 Integrated	Option 3 Custom
Supplier Usage	Rithum Drop Ship Master (DSM) web interface to receive orders and process all messages related to those orders	Rithum in formats such as EDI,	C
Technical Complexity	Low	High	Medium High
Expected Order / SKU Volume	Low	High	Medium High

Option 1: Browser Partner - Rithum Drop-Ship Master

This web-based solution offers a flexible option for low order volume relationships. Drop-Ship Master is a Rithum solution which enables a vendor a quick cost-effective setup option to receive Belk customer orders for fulfillment through a browser connection. Using Drop-Ship Master's web-based application, a vendor only needs Internet access and a standard printer to become 100% compliant with Belk's program. Drop-Ship Master provides each supplier with visibility to order status, customized downloadable packing lists which meet Belk branding standards, and access to queries and reporting on Belk orders.

Option 2: Integrated Partner

The Integrated Partner solution is for higher velocity and automated communication. Integrated vendors exchange data, such as order confirmations and shipment confirmations, in predefined file formats. Rithum supports many different file formats including, but not limited to, EDI, XML and delimited formats with delivery options including web-enabled file transfer, File Transfer Protocol (FTP), VAN or AS2. This solution allows you to transfer Belk orders directly to your system without manual order entry. Vendors may choose to integrate one or all the transactions required by Belk. Becoming an integrated supplier offers many benefits including:

- **Speed**: Integration allows suppliers to save time, personnel, and energy by automating the process of data exchange.
- Reliability: Integration reduces the human error of non-automated data exchange.
- **Cost Savings**: With greater speed, increased reliability and efficiency, integration will save you time, errors and ultimately money.

Option 3: Custom Integration

Rithum will work with each vendor to determine if a custom integration is needed.

E. Rithum Contact Information

Rithum® has several functional areas to support the vendor relationship. Any of the contacts referenced in each department can and will offer assistance to you at any point in time. Belk will contact Rithum to start working with a vendor when all required program documentation is complete.

Vendor Sales Support Team -- The Vendor Sales Support team is responsible for communication
with any new Drop Ship vendors for the retailer. This team works to provide and obtain vendor
subscriber agreements, helps suppliers determine what connection type they need with Rithum[®],
and works very closely with the Vendor Implementation team.

Email: salessupport@Rithum.com

Phone: 518.810.0700

Vendor Implementation Team -- The Vendor Implementation team is responsible for supporting
the integration of new Drop Ship vendors. This team works with each vendor to assess their
capabilities and establish a quality connection to the Hub. The group works with Belk's Onboarding
team to manage account setups, testing, and certification for all connections.
Email:

partnersetup@CommerceHub.com

Phone: 518.810.0700

Client Services/Customer Support (CS) Team -- The Customer Support team is responsible for the
day-to-day monitoring and support of the vendor's production environment and should be
considered the vendor's primary point of contact for any production related inquiries. This team
sends and responds to communication (phone and email) related to Hub connectivity for Belk and
its vendor base. The CS team is available between the hours of 8AM and 6PM Eastern, Monday to
Friday, as well as after hours on-call support.

Email: customersupport@Rithum.com

Phone: 518.810.0700, opt. 2

F. Invoicing and Financial Reconciliation

Belk does not accept paper invoices, credit memos or debit memos.

All invoicing must be done through Rithum, in order, to ensure proper processing and accurate reconciliation. Payment terms and any applicable fees will be as outlined in the Vendor Profile. Invoice numbers should be no more than 11 digits in length.

1. Ship Notification (EDI 856 or equivalent) with Invoice Information

Invoicing information is transmitted as part of the confirmation transactions and is the final communication in the initial order life cycle. The invoice confirmation must include the merchant SKU, total invoice amount and invoice number. Each PO should have a unique invoice number. Assigning a unique invoice number to each PO speeds the reconciliation process and eliminates confusion when researching questions or addressing payment issues.

2. Reconciliation

Belk needs to reconcile payment with the vendor. This includes the unit costs, any additional applicable fees at the line-item level, total invoice amount and an invoice number. Belk will only reconcile financials per the electronic transaction processed via Rithum. Paper invoices will not be processed or paid. Cost discrepancies between the PO and the invoice will cause an error in the Belk system and may delay payment.

Upon reconciling any discrepancies, the Belk Accounts Payable department will then deduct the applicable negotiated allowances, returns and any compliance violations accrued from the invoice and remit payment to the vendor.

- In lieu of a damage/defective allowance, cost of actual returns (where the product is returned to the vendor) will be deducted from the vendor's invoice as they occur.
- Compliance violations will be deducted from the vendor's invoice in the payment period in which they occur.
- Upon termination of the partnership between Belk and the vendor, Belk may hold back a
 percentage of the last payment beyond the standard terms, to allow time for any returns
 to occur. This is done to avoid a situation where the vendor must write a check to Belk. Full
 payment will be made once the returns period for the last order has expired

G. Belk Branding and Packing List

Branding is an important part of the Belk Drop Ship program because vendors are representing Belk and acting as an extension of their supply chain whenever they fulfill and ship a product to a Belk customer. The goal is for Drop Ship vendors to provide a consistent brand image and remain invisible to Belk customers.

1. Belk Marks and Logos

Vendors are not permitted to use the Belk logo, any Belk owned marks or Belk phone numbers, on any merchandise or product literature, except in certain defined circumstances, and only with Belk's prior approval. Any merchandise that uses the Belk logo and/or Belk owned marks will be rejected, unless the usage has been expressly approved in advance by the Belk Marketing and Legal Departments. The vendor cannot issue press statements or releases about their partnership agreement or its relationship with Belk without Belk's prior written consent. The vendor is not permitted to include any inserts with the Merchandise that in any way promote direct sales to the Vendor or any third party and cannot use or purchase directly or indirectly any of the Belk Marks as search terms.

The Belk.com logo cannot be altered and must maintain the colors, specifications and proportions provided. Only vendors printing the Belk packing list from their internal systems will need the Belk logo as it is pre-formatted on Rithum's downloadable pack list. Vendors can download the approved formatted logos from Rithum's resource center under the "Packing Slip Guide" link.

2. Belk Branded Packing List

Belk currently leverages a common packing list format for all shipments. This means the same format is leveraged for gift packages/messages as well. All orders may potentially contain line-level gift messages.

Vendors can comply with Belk branding specification by leveraging a Rithum Generated packing list or Vendor Generated packing list. The easiest way to comply with the packing list specifications is to use the

Rithum generated packing list. Depending on the vendor's connection this may require manual downloading and printing of the packing list files. Vendor Generated packing lists require more IT development for the vendor during setup however it allows the vendor flexibility to automate and integrate the packing list generation into their fulfillment process. The decision on which one to use generally depends on the vendor's ability to integrate this manual download into their fulfillment process.

- Rithum Generated: Enables a vendor to download .PDF file of the completed and fully compliant Belk branded packing list. All vendors can use this option. Belk will obtain a sample packing list from.
- Vendor Generated: Requires a vendor to produce the Belk branded packing list from its own systems. Vendors must strictly adhere to the Belk specification and Belk must approve the packing list prior to use. Branded Packing List samples must be sent to SDFOnboarding@Belk.com for approval. Only vendors with an integrated connection can use this method. Development of the packing list may take several weeks; therefore, vendors are strongly encouraged to begin development early to not delay launch of their product. Branded packing list samples must be printed from one of the actual printers that will be used to print LIVE orders. Packing lists should not be faxed copies or photocopies and should not contain any extra markings such as handwriting or stamps. Rejected branded packing lists must be modified to meet the branding specifications or in accordance to requested changes from Belk.

Packing List Layout Specifications

Paper type: Standard bonded Standard Size(s): 8.5" x 11" or A4

Edges: Straight

Orientation: Portrait/single-sided Text Color: Black (PMS 001) Font: Helvetica (primary font) Printer: Laser or inkjet

For detailed field font and orientation specs refer to the Rithum – Belk Packing Slip

Guide.

Packing List Field Specifications

All standard text and field headings in the packing list must match EXACTLY per the specifications. Please refer to the sample packing lists for the location of each field. Vendors should consult with Rithum® on the specific mapping instructions for each field.

Diagram F – Belk Branded Packing List



- Order Header Section includes "Ship To" and "Bill to" addresses
 Ship To Address should include Customer's address and telephone number
- Order Summary Section includes CO # (10 digits), PO # (8 digits), Order Date, Shipping method, Barcode (22 digits total) for the order
 - Barcode breakdown below:
 - `0888' Store number: `0888' should be listed as the store number on all Belk Drop Ship packing slips.
 - '111111111' Customer Order Number: Will vary per packing slip
 - 'oooooooo' Make it 22-digit number
- Order Merchandise Table should have columns for Vendor UPC/Item number, Item Description, Qty. Shipped, Qty. Return and Return Reason
- Return Reasons Section shows codes for the reasons items may be returned
- Returns Instructions Section Provides instructions to the customer
 if they chose to return the item(s). Should advise the customer to visit
 www.belk.com/returns for more information
- Gift Message Section Gift message for recipient of the items(s)
- Returns Label Should include:
 - Barcode
 - Customer's return address (1st line should be the order number)
 - Vendor's return address (If the vendor accepts the returns directly)
 - The "Regular Return Label Postage Required" messaging at bottom left corner

<u>Return label section</u> on this packing slip will be left blank if Belk will be taking the returns directly from the customer. If the vendor accepts direct returns from the customer, it will be populated with the vendor's return address, as shown above.

5. Shipping/Fulfillment Guidelines & Carrier Enablement

Vendors must use Belk approved partner carriers and must leverage FedEx and Stamps.com Prepaid accounts established by Belk. Vendors must get pre-approval from Belk to leverage a Vendor paid/add agreement. All shipments, regardless of the freight payment terms, must adhere to the branded shipping label specifications. Belk's Drop Ship program currently utilizes carriers: **FedEx** and **USPS**.

Failure to leverage a Belk approved carrier or receive pre-approval to leverage an alternative carrier may result in denial of payment of shipping charge remittance and/or compliance fees. Questions regarding Belk transportation agreements, approved carriers or customer shipment billing can be directed to Belk's transportation department or your Drop Ship Onboarding Coordinator (see Belk Drop Ship contact list for appropriate contact).

Belk has an agreement with FedEx and Stamps.com where vendors will be issued a FedEx and Stamps.com account number specific to each vendor to be used for Belk packages only. Under no circumstances should a vendor use any other account number. If the vendor uses a different account number, a third-party billing chargeback will be assigned.

A. Purchase Orders (Customer Orders)

Belk Drop Ship purchase orders (PO's) can only be received via Rithum. These purchase orders are live customer orders. Vendors should consult Rithum's Vendor Implementation Team for integration specifications and questions, as these will vary based on the Rithum connection type selected by the vendor.

Vendor integration specifications should be set up to accept POs with single line/single item, single line/multiple items, multiple line/single item, and multiple line/multiple item PO transmissions. Each PO has only one "Ship To" address. Combining multiple fulfillment orders with the same "Ship To" address is not acceptable. POs are transmitted from Belk to Rithum in multiple transmissions daily.

- <u>Browser Vendors</u> are encouraged to check for customer orders a minimum of once daily (morning) to ensure acknowledgement of orders transmitted the night before.
- Integrated Vendors are encouraged to plan order file downloads a minimum of once daily.

B. On-time Fulfillment

It is essential that vendors fulfill customer orders on-time to ensure an on-time delivery. Vendors are encouraged to pick up customer orders the same day they become available in Rithum. On-time fulfillment guidelines are as follows:

- Vendors are responsible for shipping orders within two (2) business days regardless of when the Vendor physically downloads the order; unless an extended standard fulfillment timeframe is agreed to and approved by Belk.
- Once the PO is transmitted to Rithum, it is available for pickup by the Vendor. The clock starts ticking on the fulfillment time when Rithum receives the order from Belk.
- A fulfillment order is not considered confirmed until the ship notification is processed in Rithum.
- A vendor fulfillment order is considered Delinquent when any of the line items on a fulfillment order do not have an associated order status update after the Standard Fulfillment lead-time is expired.
- Open orders beyond the standard fulfillment period of two (2) business days (that remain open on the third 3rd business day) are considered delinquent and are subject to compliance infractions.
- The "cancel" date on a fulfillment order is implied to be one (1) business day after the fulfillment order becomes delinquent.
- Vendors bear sole responsibility for shipment after the cancel date and may result in Belk canceling all outstanding line items on an open fulfillment order.
- Vendors are expected to meet a fill rate of 98% within the Standard Fulfillment lead-time.
- Failure to meet the fulfillment requirements may result in chargebacks see Compliance Fee Schedule in this document

C. Order Status Updates (Shipped / Cancelled)

The order status update connection setup is critical to the vendor's effectiveness in the Drop Ship program. Vendors should consult Rithum's Vendor Implementation Team for integration specifications and questions on submitting order status updates, as they will vary based on the connection type selected by the vendor. There are a few key order status specifications that vendors should be aware of:

- Vendors are NOT permitted to hold back orders or make product substitutions.
- Belk supports a ("Fill or Kill") policy. If you cannot fulfill the entire quantity of an order line for the same item, the order line must be cancelled. No "partial line" fulfillment will be accepted. "Partial order" fulfillment is allowed but "partial line" fulfillment is not allowed.
- All line items on the PO are required to have an order status (Shipped/Cancelled) associated with it for the order to CLOSE.
- Vendors may submit multiple order status updates at the line-item level per fulfillment order.

D. Order Cancellations

Occasionally fulfillment orders must be canceled due to the vendor's inability to fulfill the item, or at the request of Belk. Vendor initiated cancellations should only occur for out-of-stock or product availability issues.

- Fulfillment orders that cannot be fulfilled due to a lack of inventory should be canceled as soon as possible and no later than the standard fulfillment period to avoid delinquency penalties.
- For non-product "availability" related issues preventing a vendor from fulfilling an order (i.e., incomplete Ship-to Address, unable to identify the product ordered, etc.) vendors should contact Belk Web Operations to try and resolve the problem prior to cancelling the order.

Belk/Customer initiated cancellations may also occasionally occur due to buyer's remorse, fraud, or other reasons.

- Belk asks that vendors make a best effort to stop shipment on customer requested cancellations. If the request **can** be accommodated, then the order should be canceled in Rithum.
- If a vendor cannot comply with the cancellation request, they must notify Belk and confirm the order with tracking in Rithum within one (1) business day. Belk may instruct the customer to refuse delivery of the package.
- Cancelling an order in Rithum while still physically shipping the order causes customer confusion and exposes Belk to potential financial loss.
- Vendors will not be paid for a customer order that is canceled in Rithum but still shipped by the vendor.
- Belk will debit any shipping charges incurred on the FedEx or Stamps.com billing account associated with this type of shipment.

E. Shipment Confirmation

It is very important for vendors to submit all the required information at the appropriate level in the Ship Confirmation status (EDI 856 ASN or equivalent). This includes Ship date, quantities shipped, tracking number, appropriate carrier code and appropriate service level. **Table 1** below references the elements required for all Belk confirms.

Table 1 – Drop Ship Order Status / Confirmation Business Requirements Summary (Continued on next page)

Confirmation Message Header		
Transaction ID	Vendor Transaction ID (e.g., shipment number). Must be	
	unique or Belk will reject.	
Transaction Date	CCYYMMDD, Vendor transaction date	
Merchant ID	Rithum ID for Belk	
Confirmation Message Detail		
Merchant SKU	Merchant's SKU for product	
Vendor SKU	12 digit required value (Vendor EAN or Vendor 12-digit UPC)	
Quantity	Quantity shipped or cancelled from original order	
Action	Either 'v ship' or 'v cancels'	
Confirmation Package Detail		
Shipping Code	Shipping Code / level of service	
Shipping Date	CCYYMMDD, Date of shipment	
Package Tracking Number	Tracking Number of the package	

- All shipment confirmations (EDI 856) must include the shipper's tracking number and indicate the actual carrier and service level used on the shipment
- Multiple tracking numbers (for multiple carton products) can be provided in Rithum. Vendors MUST enter the tracking number for each package
- Using the Master Tracking number of a shipment is ONLY ACCEPTED for MULTI-CARTON SHIPMENT
 - For Ground Economy, enter the USPS tracking and NOT the Ground tracking
 - o All tracking information entered in Rithum is customer facing.
- When shipping a package that meets the requirements for FedEx Ground Economy, meaning the size
 dimensions are up to 130" in length plus girth and up to 70 lbs., this package should be shipped via
 FedEx Ground Economy. Vendors are expected to send back the Ground Economy, shipping code
 and corresponding tracking information.
- When shipping a package that has size dimensions are up to 108" in length, 165" in length plus girth and up to 150 lbs., this package should be shipped via FedEx Home Delivery.
- Tracking numbers entered in Rithum must be complete and accurate. Vendors are advised to map or
 program the appropriate number of numeric characters in their own systems for the tracking
 information as to not allow them to be cut off when entered in Rithum.
- Rithum does not have a maximum digit restriction in the tracking number field.
- Shipment confirmations must be posted in Rithum by the beginning of the third (3rd) business day to be considered on-time.
- Vendors may not confirm shipment more than one (1) business day in advance of carrier pickup.

F. Shipment Errors

Shipment errors may result in orders being lost in transit, or the customer receiving a product he/she did not order. These errors will be handled in the same fashion as damaged or defective returns if they meet one of the following definitions:

- **Vendor Damaged** --- Merchandise in less than satisfactory condition due to quality (scratched/dented).
- **Service Defective** --- Merchandise quality does not reasonably meet expectations of its intended function to the customer.
- Shipping Error --- Merchandise received does not match order due to a shipping error.
 - A Drop Ship Onboarding Coordinator will contact the Vendor to provide details of the shipping error.
 - o Belk may request Vendors to ship against a new PO as a method to replace the item(s) for the customer.
 - o Belk will provide the Vendor with the appropriate shipping method to be used for the customer order.
 - oThe Vendor must not use the Belk prepaid FedEx or Stamps.com account for defective, misshipped or vendor damaged (less than satisfactory condition due to quality, scratched or dented where outer shipping carton is in good condition with no damage) merchandise as it is a vendor expense.
 - o For returns due to defective, mis-shipped or vendor damaged merchandise, the Vendor is responsible for all service fees and shipping charges related to the return of the merchandise if necessary. This includes any Belk labor fees or customer contact expense incurred servicing the customer return.

G. Un-deliverables and Customer Refusals

When a package is returned directly to the vendor by the carrier due to customer refusal or the carrier's inability to deliver the package it is considered undelivered.

- The same policies are in effect for undelivered returns as for all customer returns.
- If a shipment is refused by the customer or returned directly to the vendor, the vendor agrees to submit a credit memo within five (5) business days of receipt of returned product.

H. Carrier and Shipping Service Level Codes

Belk customers have several choices for shipping service levels. Belk utilizes FedEx and USPS to support the following service levels: FedEx Ground Economy, FedEx Home Delivery, FedEx 2nd Day Air, and USPS Ground Advantage. Vendors are expected to adhere to the shipping service level communicated on the PO unless their terms in the Vendor Profile form state that they do not support expedited shipping levels. If expedited order is available in Rithum before 1:00 pm, vendors should ship order that day to meet customer expectations. Vendors are responsible for specifying the carrier and service level used in the shipment confirmation. There are several valid carrier and service level code cross-reference groups that vendors can use. Once the vendor completes the initial consultation with Rithum, a follow up email with the cross-reference mapping groups is sent to the vendor. Rithum will work with vendors to establish exact carrier and service codes.

I. Small Parcel Package Routing

Small parcel is typically defined as less than 150 lbs., and less than 130 inches in length and girth combined. Products fitting these guidelines should have no problem shipping using Belk's standard parcel carrier (FedEx *or* USPS).

- All parcel orders are to be shipped via the carrier designated by Belk (i.e., FedEx Home Delivery utilizing FedEx Ground Economy). Vendors can expect to receive carrier + service levels: Ground (carrier not specified), FedEx Ground Economy, FedEx Home Delivery, FedEx 2nd Day, and USPS Ground Advantage.
 - Orders received as "Ground (carrier unspecified)" will need to ship via FedEx Ground Economy or FedEx Home Delivery based on dimension and weight of package.
- Belk only ships order(s) to the contiguous United States, Alaska, and Hawaii. Belk does not offer international shipping.
- Belk does not offer expedited shipping for Drop Ship orders.
- Belk does **not** offer shipping to PO Box or Military APO/FPO.
- Time sensitive, i.e., perishable foods, will be discussed on an individual basis.
 - o Food or other perishable products may require overnight or 2nd Day air shipping.
 - o Vendors should appropriately package perishables to prevent spoilage or other damage.
- o Belk requires "signature required" service be used for high value product (Belk's threshold for high value product is any item(s) with a retail value of \$500 or more).
 - o Belk does not allow additional insurance to be purchased for product shipments.
 - o If insurance is invoiced, the vendor will be charged back the cost of the insurance service and \$15 handling
 - Certain product will be required to be sent with signature-required delivery. Any merchandise item with a retail value of \$500 (or above) should be shipped as "Adult Signature Required".
 - Vendors not following the signature required service policy, which suffers a shipment loss (customer dispute of non-receipt), would be held responsible for all replacement costs, and will be charged full freight + \$15 handling
 - If Belk does not require signature service, and one is ordered by the vendor, the vendor will be charged the cost of the signature service + \$15 handling
 - In the event the vendor has followed all Belk policies and suffers a loss on a high value product, Belk agrees to pay the vendor the wholesale cost of good – (minus) any amount reimbursed by the carrier.
 - The vendor may not declare value unless authorized to do so by Belk. If the declared value exceeds \$5,000, the vendor will be charged full freight + \$15 handling
 - Any additional, unauthorized accessorial fees charged by the carrier will be charged back to the vendor plus \$15 handling

J. Ground Economy Label Endorsements

Belk uses endorsements for all FedEx Ground Economy packages. Endorsements are as follows:

- "Carrier Leave if No Response" Adding the endorsement "Carrier Leave if No Response" to
 FedEx Ground Economy labels will allow the USPS to leave the package at the customer's
 residence if it is a registered mailing address and the carrier feels it is a secure location.
 Without this endorsement, the USPS would leave a post card for the customer advising of the
 attempted delivery.
- "Return Service Requested" Vendors MUST include the endorsements on FedEx Ground Economy labels. The below contains a step-by-step guide for how to add endorsements:

If using FedEx.com or a FedEx Café System – in the FedEx Shipping screen:

- 1. Select Ground Economy as a Service Level
- 2. Go to Options > FedEx Ground Economy Special Services
- 3. Next to "Instructions for Undeliverable Packages" select 'View/Edit' button
- 4. Select "Carrier Leave if No Response"
- 1. Choose "Shipping Profiles" from the Customize menu at the top of the screen. The View Shipping Profiles screen displays
- 2. Select a profile (e.g., 'Default Domestic Shipping Profile') and click View/Edit. The View/Edit Domestic Shipping Profile screen displays
- 3. Select FedEx Ground Economy Instruction
- 4. Select "Constant" in "Behaviors" Section
- 5. Select "Carrier Leave if No Response" in Field Value
- 6. Click OK. The View/Edit Domestic Shipping Profile screen displays
- 7. Click OK. The View Shipping Profile screen displays
- 8. Click OK. The Ground Economy Instructions should now be default.

For Ground Economy shipments under 1 lb.:

- 1. "Carrier Leave if No Response" is not available
- 2. Select "Return Service Requested" instead

If using a 3rd Party CSP (Certified Service Provider) – Please work with your 3rd Party CSP (Certified Service Provider) to include the following endorsements on Ground Economy labels:

- 1. "Carrier Leave if No Response"
- 2. "Return Service Requested"
- 3. NOTE: "Carrier Leave if No Response" must be placed above "Return Service Requested"
- 4. This may require customization from your CSP in their system to add the endorsements to the labels.

K. Fine Jewelry and FJ Watches - Shipping Guidelines for Drop Ship Vendors

Fine Jewelry and Fine Jewelry Watch Vendors are exempt from shipping Ground Economy; however, we ask that you follow the guidelines below to mirror our current shipping standards.

- The Belk FedEx account number that is provided for vendors to use to ship to Belk Drop Ship customers, should be set up in your system as a "PREPAID" account – NOT – "3rd Party Billing".
- Customer selected <u>Standard Shipping</u> less than or equal to \$150 cost should be sent via FedEx Home Delivery.
- Customer selected <u>Standard Shipping</u> greater than \$150 cost should be sent via <u>FedEx</u>
 2nd Day Air.
- o All Fine Jewelry should be sent with "Adult Signature Required".
- Product should be packaged and shipped in boxes. Envelopes or bags should never be used for Fine Jewelry product
- Product should be packaged appropriately to prevent damage or lost goods
- Vendors may not declare value or issue additional insurance unless authorized to do so by Belk
- Belk is considered the shipper (Vendor is using Belk's FedEx account) and is responsible for claims
- Vendors are responsible for all losses due to failure to follow the above shipping guidelines, including but not limited to, the replacement of lost merchandise.

L. Non-parcel (Oversized, White Glove Service/Over the Threshold Deliver)

These policies pertain to products that cannot be shipped via a standard parcel carrier due to their size, weight, or special services required.

- Vendors should work with Belk to determine the appropriate carrier and billing approach on an individual
 - basis.
- Carriers and rates must be approved by Belk Transportation prior to the online launch of the merchandise.
 - Failure to comply with the agreement made with Belk Compliance (including use of unauthorized carrier) will result in a charge of full freight + \$15 handling.
 - Curbside delivery is not accepted. Freight carriers must be able to deliver a minimum of Over the Threshold service.

M. Belk Prepaid Freight Billing Setup

The Drop Ship Vendor should be shipping on Belk's prepaid account for approved carriers. Upon completion and execution of the required Belk Drop Ship onboarding documentation with counter signatures from the Belk VP of eCommerce Merchandising or the buying team, the Drop Ship Onboarding Coordinator will contact FedEx to obtain unique, prepaid billing account numbers for each Vendor. Your onboarding coordinator will supply you with these account numbers and work with you to coordinate a FedEx field representative to assist with enablement if necessary.

Please use the following address when setting up Belk Drop Ship Prepaid FedEx Billing accounts:

BELK TRANSPORTATION DEPARTMENT 3805 FURMAN L FENDLEY HWY JONESVILLE, SC 29353-2899

N. Belk Freight Terms

All Shipments are considered FOB ("Free on Board") origin, designating that the vendor ships on Belk's prepaid FedEx account and is responsible for the product until it leaves their facility.

- Vendors are responsible for ensuring the products leave their facility in "as ordered" (excellent and working) condition.
- Belk will be responsible for filing freight claims to recover funds for damage or losses deemed the fault of the carrier.
- Shipping fees (transportation cost and approved accessorial) are paid by Belk through a prepaid FedEx account or Vendor paid/add arrangement.

In special cases Belk may choose to leverage the vendor's carrier for unique products, services (i.e., white glove, setup/install) or rates. In such cases the vendor will assume additional responsibilities.

- Vendors must gain Belk authorization to leverage the vendor's carrier. Goods shipped by the vendor
 without leveraging Belk shipping accounts must be approved in advance in writing. Request need to
 be sent to: Belk Compliance@Belk.com
 - The use of unauthorized freight carriers will result in a chargeback of full freight +\$15 handling
 - The vendor must ensure the carriers selected for these services are equipped to provide these services. If the vendor receives permission to use a carrier, and the carrier cannot perform required services, the vendor may be charged full freight +\$15 handling
 - Vendors will be liable for any damages incurred (created) from these shipping carriers set up teams. In this event, the vendor is responsible for seeking retribution from the carrier for incurred damage.

In all cases, customers pay for freight up-front at the point of order placement. It is essential that vendors take steps to ensure that the customer is never solicited for additional fees after their order is taken.

- Regardless of billing profile between Belk and the vendor, all freight must be paid for by the customer.
 - No shipments may be sent "Collect" to the customer. Failure to comply will result in a chargeback of full freight +\$15 handling
 - Under no circumstances should the "Ship To" customer be required to pay any additional fees to a carrier to have a shipment delivered.
- Belk expects that vendors will optimize all shipments, just as they would if shipping on their own
 expense accounts. Belk reserves the right to increase audits on vendors believed to be shipping
 inefficiently and apply chargebacks if warranted. This includes, but is not limited to, failure to
 consolidate shipments when possible.

O. Ship Label Specifications

The Shipping Label "Ship From" address must reference "FULFILLMENT CENTER" and include the 1-866-235-5443 number for Belk Customer Service. The address listed should be the vendor's actual fulfillment center address. The ship label should not reference the vendor company name anywhere on the label. A sample of the shipping label must be submitted to your Belk Drop Ship Onboarding Coordinator at SDFOnboarding@Belk.com for approval. The sample must be printed from one of the actual printers that will be used to print LIVE orders. Rejected branded shipping labels must be modified to meet the branding specifications or in accordance to requested changes from Belk.

FedEx Label Specifications:

Field Description or "Text" Notes

Phone Number: "1-866-235-5443" (Goes immediately above the Shipper Name)

Shipper Name:

"FULFILLMENT CENTER" (All CAPITALS – 2nd line of the shipping label)

Ship Address: Address, City, State, Zip (The physical address of the vendor)

REF 1 Field: PO Number (Belk Drop Ship PO number)

System Generated Labels:

Standard Sizes: 4.09" x 6" (small) or 6" x 8" (large)

Label type: Adhesive Edges: Rounded Paper type: Waxed Orientation: Portrait

Printer: Thermal (Zebra, Eltron, etc.)
Colors: White background, black font
Font: Standard carrier format
Resolution: 203 dpi (8 dots/mm)

Diagram G - Belk Ship Label Sample





P. **Product Packaging**

Certain vendor marketing information (e.g., phone number for direct sales) should not appear on the outermost shipping carton. Vendors may be required to cover selected content or modify the shipping cartons if it is determined that the vendor's marketing material results in channel conflict with Belk or creates customer confusion. Belk must approve all shipping cartons with vendor related marketing copy prior to use. Vendors are responsible for adequately packing all the products. If vendors have not tested the durability of their packaging, the International Safe Transit Association's (ISTA) transportation and vibration packaging standards are good resources for ensuring products meet the minimum requirements to withstand the shocks and stresses normally encountered during handling and transportation of merchandise.

To acquire a copy of those standards, please contact:

ISTA 1400 Abbott Road Suite 310

East Lansing, Michigan 48823

Phone #: 517-333-3437 Website: www.ISTA.org

Q. Returns

Drop Ship vendors have 2 options in which returns can be handled for Belk Drop Ship Orders. These options are as outlined below. In cases were deemed appropriate (as with perishable products) a field-destroy arrangement (typically involving a discount) may be negotiated. The return method selected will determine the return address that will populate on the packing slip:

Option #1: Customer returns are sent directly back to the direct ship vendor's fulfillment location.

- The Supplier must accept customer returns in accordance with Belk 180-day return policy. Customers are allowed 190 days from the order shipment date to the date the merchandise arrives at your facility.
- For Fine Jewelry and Area Rugs (4-ft. x 6-ft. and larger), returns will be accepted within 90 days of purchase.
- All returns are to be shipped back to the Supplier at the expense of the customer, except for, defective, vendor damaged or mis-shipped merchandise, which will be at the Supplier's expense or Fine Jewelry and specialty item returns where specifically indicated by the Belk buying office. Belk will issue a service request to Suppliers for damaged, defective or mis-shipped merchandise. The Supplier may be asked to issue a call tag and/or pay shipment expense for this type of return.
- Customers will not be required to obtain a Return Authorization prior to shipping their returns.

 Suppliers must be able to accept, and process, Belk customer returns without RA's. <u>OR</u> Suppliers may pre-assign RA's and print them on the Merchandise Return Label portion of the Belk customer Invoice (pack list) and the ship label in the Ref#2 section
- Re-stocking and handling charges are not accepted by Belk. All re-stocking and handling charge considerations must be negotiated with the Belk merchant.
- All returns (including undelivered) must be processed in Rithum within 5 business days of receipt of the returned customer package
 - If a customer's order is not received within 10 business days and we cannot validate through FedEx tracking where that order is, Belk Customer Service will automatically issue a return or replacement. It is customer choice.

Option #2: Customer returns are returned to Belk at our fulfillment center.

- All products purchased via Belk.COM can be returned via mail to the Belk eCommerce Fulfillment center. o When a future order generates for this item, the inventory will be sourced from our fulfillment center first before sending the order to the direct ship vendor.
- All additional returns processing will follow the "Returned Goods / Fulfillment Order Purchase Terms" of the Vendor Profile or as governed by the Defective/Return Allowance in place for the Vendor.

To be eligible for full credit, customer returns must be received in new, unused condition with all components accounted for. Following are general guidelines for Belk customer returns:

- To ensure jewelry and watches are returned in an unused (no wear), as sold condition, vendors
 may apply Mylar tags or special packaging. Vendors should contact Belk for approval on the
 approach and recommended Mylar tag suppliers.
- An extended return period may apply during the fourth (4th) quarter holiday season to encourage holiday gift giving. Vendors must accept returns in accordance with policies stated on BELK.COM, or their products cannot be sold during this time.
 - Belk will provide advance notification of such promotional programs far enough in advance to allow vendors to opt-out. Choosing to opt-out may result in temporary removal of your product from the site, through the applicable promotional period.
- Belk will issue a debit against a future invoice remittance payment for all products approved for returned-to-vendor (RTV) or designated as Field Destroy, unless the vendor has negotiated a "Mark Out-of-Stock" allowance with Belk to cover returns.

- There should not be any direct communication between a vendor and Belk customers unless requested by Belk Web Operations or contacted directly by Belk eCommerce customer (generally to deal with product specific questions like parts replacement).
- In the event a customer return is received outside of the return window, vendors should contact Belk Web Operations for instructions.
 - Depending upon the circumstances, the product may need to be shipped back to the customer, or an exception (at Belk expense) may be granted.
 - Should a return be received back used (and not defective), or missing components, the vendor may contact Belk for resolution with the customer.

R. Credit Memos

Vendors will provide Belk with notification of receipt of a customer return through Rithum. The returns notification will also act as a credit memo, and vendors will see the cost of goods sold for any returned goods debited from subsequent payment.

- Vendors will be debited for the full cost of goods sold for all customer returns to the vendor.
- In the event the vendor receives a return that shows obvious customer use, and is not defective, vendors may contact Belk A/P to receive credit for the unsellable goods that were fraudulently returned by the customer.
- All customer returns must be processed in Rithum within five (5) days of receipt of the customer package. A customer inquiry which reveals non-compliance will result in chargebacks. See Compliance Fee Schedule in this document.

6. Launch and Stabilization

Upon completion of the Drop Ship Belk onboarding requirements and Rithum setup, vendors will receive a formal launch letter from their Drop Ship Onboarding Coordinator. The vendor launch letter summarizes all completed onboarding activities. The launch letter also provides vendors with the necessary dates they will need to load their inventory file with Rithum.

Vendors are advised to complete the following inventory setup procedures:

1. Obtain Belk Drop Ship Assortment

• Vendors will need to contact the Belk buying team to obtain the appropriate Drop Ship assortment that has been setup for them.

2. Validate Inventory

 Vendors are encouraged to validate inventory availability for the Drop Ship assortment provided by the Belk buying team and communicate any issues with item availability immediately.

3. Load and Validate Inventory File in Rithum

- Vendors are requested to setup (load) their Drop Ship inventory file in Rithum on the date indicated in the vendor launch letter.
- The Vendor UPC must be loaded into the Rithum inventory file as a 12-digit UPC. Be sure to put this 12-digit number in the Vendor SKU field on your inventory file. If you have a 13-digit EAN, instead of 12-digit UPC, this 13-digit EAN number should be loaded into the Vendor SKU field in your Rithum inventory file.

A. Drop Ship Inventory Advice (EDI 846 or equivalent)

To initiate selling of Drop Ship vendor products, vendors are required to provide Belk with daily inventory availability quantities via the Rithum EDI 846 inventory file. This communication drives the product inventory availability in the Belk order management system (OMS).

Rithum transmits the quantities associated with a vendor's SKU in the inventory file to Belk one time <u>every evening at 11:00 p.m. EST</u>. When there is a positive quantity associated, the product will be displayed on Belk.com and will be available to sell via Belk.com or via the Belk call center. If there is a zero ("0") value associated, the vendor product will not be displayed and will not be available to sell. Vendors MUST NOT populate the file with a "null" value or "negative" value as the Belk system will not recognize these values. As such, product will remain with the last positive, whole number inventory quantity reported in the inventory file.

There are three ways a vendor can setup and maintain inventory quantities in Rithum (**Table 2**). Rithum will provide vendors with specifications and/or training for setting up inventory. Technical setup issues should be directed to the vendor's assigned Rithum implementation manager at partnersetup@Rithum.com and/or Rithum Customer Support at partnersetup@Rithum.com and/or Rithum.com.

Incombany Catoon & Maintanana Ontions	Number of SKUs	Connection Type	
Inventory Setup & Maintenance Options		Browser	Integrated
A. Input manually via Rithum's browser interface	<25	√	✓
B. Upload a tab delimited file (.csv) to the browser interface	>25	✓	✓
C. Transmit files via a standardized format for integrated connections (e.g., EDI 846, XML, FTP)	>25		√

Table 2 - Inventory Setup Options

B. Belk's Drop Ship inventory availability policies:

- Inventory communicated to Belk is expected to be 100% available for Belk customers as the Belk systems interpret the reported values as "available-to-promise" and "private". Belk will take order quantities up to the reported available inventory levels.
- Vendors will submit inventory quantities at least daily during standard business days.
- Vendors should anticipate inventory needs based on historical sell-through and anticipated promotions. o Available inventory must be reported at the SKU level.
- For Discontinued SKU's, vendor must advise their Belk buying office and update the SKU status in the Rithum inventory file.
 - Inventory should continue to be reported on the discontinued SKU until the product inventory is completely depleted or until an item is to be no longer sold on BELK.COM. When an item is no longer available and/or once inventory is depleted, the inventory for that SKU must be updated to ("0") units in the vendor inventory file for the 11:00 p.m. Belk file upload. Only after the item updates to an "out of stock status" on Belk.com or falls off the site, should the SKU be removed from the inventory feed.

- A minimum of 95% of the "available" assortment is expected to have quantity available at any point in time.
 - For out-of-stock products, vendors are required to zero ("0") out inventory the same business day.
 - Any order that cannot be filled within the standard fulfillment time of 2 business days due to the lack of inventory should be canceled. Backorders and substitutions are NOT permitted.

7. Customer Service

A. Belk Customer Service Commitment

Drop Ship Vendors play a critical part in the customer relationship, acting as an extension of Belk, with a direct touch point to Belk customers. Ideally, vendors should provide an email that reaches multiple people (i.e., distribution list), or a customer service queue that will be worked during regular business hours to ensure coverage independent of any one individual's work schedule.

- Contacts should be provided on the Vendor Profile Form, and include a point contact name, e-mail, and phone number.
- Vendors must ensure that service requests can be processed throughout the year, even when the regular point person may be unavailable (e.g., vacation).
 - o If the vendor is unable to provide an email address that reaches multiple people, they must notify Belk Web Operations of an alternative contact one (1) business day in advance of the primary contact going out of the office.

Service requests are direct inquiries from Belk customers and must be resolved as quickly as possible. Vendors must be able to accept and respond to Belk service requests within one (1) business day. Failure to respond may result in chargebacks. See the Compliance Fee Schedule in this document

B. Product Recalls

Vendors must notify Belk within 24 hours of awareness of the need to execute a product recall.

- Vendors may be authorized to contact Belk customers directly, in order, to manage the recall process.
- Costs incurred by Belk as the result of a product recall may be charged back to the vendor/manufacturer (or debited from future invoices).

C. Parts Replacement

Products received without all the required parts (including warranties and assembly instructions) or with some components damaged should be eligible for parts service by the vendor, to avoid a return.

- Vendors may provide direct contact information for Parts & Service if they have an adequately trained and staffed toll-free method for the customer to work with them.
- For both direct contacts and Belk managed service requests, vendors must replace any defective
 or missing parts requested within three (3) business days of notification. These parts should be
 sent directly to the customer. The replacements parts cannot be shipped using Belk's FedEx billing
 account.
- If parts are not available to complete the customer's order, or if the vendor is unable to provide parts service, then a replacement order will be issued for the customer at the vendor's cost.
- In the event the vendor does not have a publicly available Parts and Service Department, Belk will take care of the customer and forward parts requests to the contact provided.

8. Drop Ship Vendor Partnership Evaluation – Post Launch

New vendors are closely monitored during their first 60-day evaluation period for policy and process compliance. All violations and variances are managed closely with the vendor to correct. Vendors are expected to follow all Belk policies. Belk reserves the right to terminate a partnership for non-action to repeated offenses of any policies listed in this manual.

- Violations during that 60-day evaluation period may be assessed or waived pending collaborative review by Belk Web Operations. Vendors with extreme or uncorrectable issues will be evaluated for removal from the Drop Ship program.
- Vendor service level performance and adherence to the policies will be monitored on an ongoing basis. Service level performance metric categories include, but are not limited to financial impact, operational performance (e.g., fill rates, fulfillment lead-time), policy compliance and relationship commitment.

A. Compliance Fee Schedule

As part of our ongoing commitment to the Belk Customer, we want to ensure our Drop Ship Suppliers are shipping orders in a timely manner. On August 1, 2018, we implemented a new program with Rithum for Performance Measurement. This enabled our Drop Ship suppliers to have unfiltered access to:

- · Early warnings when a fulfillment deadline is approaching
- Clear communication when a fulfillment SLA has been missed
- Convenient access to order data via email and/or the OrderStream dashboard

Suppliers should be:

- Receiving email alerts about warnings and violations. <u>Learn more about getting performance data and</u> alerts
- Using the new Performance Measurement feature as part of your day-to-day Belk order fulfillment process. <u>Learn more about Performance Measurement</u>

Please note: It is the supplier's responsibility to ensure email addresses are kept current with Rithum and the SDFOnboarding@Belk.com team to receive Performance Management notifications and email alerts.

As we continue to expand and strengthen our Drop Ship Program, it also means holding our Drop Ship Suppliers to a higher standard. The chargebacks for non-compliance will be assessed as follows:

Reason Code	Description of Chargeback	Proposed Chargeback
51	Drop ship merchandise confirmed, shipped or cancelled outside the required 2 business day SLA	\$30 per order
51	Drop ship order not shipped and closed within the 2-business day SLA	\$15 per order
51	Drop Ship Vendor failure to meet credit memo requirements for customer returns, mis-ships and un-deliverables	\$15 per order
51	Drop Ship Vendor failure to respond to customer service request within 1 business day	\$15 per order
47 – GRU	Vendor shipped Home/Residential delivery; packages that weigh up to 70 lbs. and up to 130" in length plus girth should be shipped via FedEx Ground Economy	\$5 per occurrence
47 – SMO	Vendor shipped via Ground Economy; packages that weigh up to 150 lbs. and up to 108" in length, 165" in length plus girth (L + 2W +2H) should be shipped via FedEx Home Delivery	Incremental freight cost
47 - NRC	Incorrect tracking number in Rithum; No Belk PO exists for listed tracking number	Full freight cost, + \$5 per occurrence
47 - TPT	Drop Ship utilized 3 rd party billing	Full freight cost
47 - DUP	Duplicate tracking numbers entered for multiple packages	\$30 per occurrence
47 - RGR	Ground Commercial service level used for a Home / over 70 lb. Residential delivery	\$2.50 per occurrence

Additionally, we will be implementing the following performance evaluation process for suppliers not meeting our fill rate requirement of 98% for orders within a given month:

- The first month a supplier is below our 98% requirement for fill rates:
 - o An email will be sent requesting the supplier to improve on their performance
 - The merchant will be included in a call with the supplier to discuss performance expectations and inventory accuracy going forward
- If the supplier has not met the 98% fill rate requirement by the end of a second consecutive month:
 - The merchant will be included in a call with the supplier to discuss performance expectations and potential removal from Belk.com

B. Compliance Fee Schedule for Improper Shipping Procedures

Vendors may utilize the <u>Belk Compliance@Belk.com</u> email address to dispute or inquire about infractions related to Improper Shipping Procedures. All Transportation Chargeback inquiries to Belk should be made in writing, either by mail or e-mail, and include the Debit Memo number assigned to the chargeback, a detailed explanation of the issue, and a point of contact to include name, e-mail address, phone number, and address. Vendor disputes must be made within ninety (90) days of claim notification due to the limitation of retention of some carrier's information. Inquiries older than six (6) months may incur an expense offset fee of \$30 per aged item/claim. A letter will be sent informing you of this policy and asking if you still want the claim(s) researched.

9. Belk DROP SHIP Key Contact Information

Vendors will be assigned a Belk Drop Ship Onboarding Coordinator as their primary contact through launch into stabilization and beyond. The Drop Ship Onboarding Coordinator is responsible for managing a vendor's Onboarding implementation timeline, completion of milestones and issue resolution. Although a vendor may interface with different departments at Belk to negotiate assortments or the transportation team to discuss carrier information, the Onboarding Coordinator will be working directly with the vendor through the onboarding process to ensure that all items are submitted by established onboarding milestones and meet Belk requirements.

For a detailed list of Drop Ship contacts, please refer to the following Belk Drop Ship Contacts List:

Belk Corporate Headquarters:

2801 West Tyvola Road Charlotte, NC 28217

Drop Ship Program / Belk Web Operations

General Program questions, service request response, taxation questions, etc.

Email: SDFOnboarding@Belk.com

Customer issues, shipment errors, fulfillment concerns, etc.

Email: SDFVendorCare@Belk.com

Belk Buying Offices

Assortment updates, Assortment Management, Image and Narrative submission and questions: Contact your individually assigned Buyer and Buying Team

Belk Customer Service (Customer Facing Contact)

Email: Belk Customer Care@Belk.com

Phone: 1-866-235-5443

Accounts Payable

Drop Ship Vendor Invoicing Inquiries Email: AP Correspondence@Belk.com

Transportation and Chargeback Questions

Shipping Violations and Infraction Inquiries

Email: Belk Compliance@Belk.com

Rithum

Website: www.Rithum.com

Email: customersupport@Rithum.com

Phone: 518-810-0700 opt. 2

Fax: 518-810-0701

GXS/Inovis/Open Text Catalog

Website: www.GXS.com Email: Sales@opentext.com Phone: 1-800-540-7292

10. Related Documents

Documents are distributed to vendors in their Drop Ship Vendor intro packet. The most updated versions of these documents are available on the www.Belk.com website. Vendors are responsible to check the Vendor section of Belk.com periodically (recommended monthly) for Belk Drop Ship program and Vendor Manual updates.

- 1. National Brand Vendor Business Requirements This manual is to let vendors know what Belk holds them accountable for. This manual is supplemental, and each vendor is required to comply with, the other guidelines, codes, policies, and procedures issued by Belk as identified on www.Belk.com under Vendor Resources. This pertains to all vendors that have a partnership/relationship with Belk. The following document (Drop Ship Vendor Participant Policies) is exclusively for our Drop Ship (Supplier Direct Fulfillment) vendors regarding these policies and procedures.
- 2. **Belk Drop Ship Vendor Participant Policies** Policies and procedures Drop Ship vendors are required to agree upon, in order, to ensure adherence to our SLA's and our program. This document also serves as the program overview to assist vendors in setting up the necessary infrastructure to participate in Belk's Drop Ship program.
 - · Onboarding Management
 - Documentation Required
 - Assortment Selection & Production
 - Order Processing Interface Setup
 - Belk Branded Pack List
 - Shipping Guidelines / Carrier Enablement
 - FedEx prepaid account setup
 - Returns
 - Shipping Label Requirements
 - Launch & Stabilization
 - Vendor Launch Letter
 - Inventory setup
- 3. **Drop Ship Vendor Agreement -** Every Drop Ship vendor will be required to sign this document and return to us. This document includes our NDA as well.
- 4. **Drop Ship Vendor Profile** Vendor Profile information such as warehouse locations, additional account contacts such as EDI and Customer Service as well as warehouse closure information
 - Changes to the list of closure dates must be submitted at least 10 business days prior to the closure.
 - In the event of an emergency (unexpected) closure, Belk must be notified immediately.
 - The vendor is expected to take appropriate action to ensure they do not receive customer orders during their closure period.

Appendix A: Important Reminders:

- Complete and sign the require documents and return to Drop ShipVendorCare@Belk.com
- Vendors must use Rithum as the 3rd party order broker
- Vendors must use FedEx Home Delivery, FedEx Ground Economy, or USPS Ground Advantage as preferred ship method (unless the customer pays for an expedited ship method which would appear on the PO)
- Belk will provide vendors a prepaid FedEx account for each shipping location
- Vendors are responsible for choosing the correct ship method based on size dimensions and weight of the package (refer to FedEx guidelines for weight and size requirements for FedEx Ground Economy)
- Contact your buying team or Drop Ship coordinator regarding assortment and pricing issues
- Contact your Drop Ship onboarding coordinator (SDFOnboarding@Belk.com) with any questions or issues not related to the merchandise items.
- Maintain a 98% Fill Rate to continue to be a Drop Ship supplier for Belk
- Strictly adhere to the required 2 business day SLA timeframe for pick, pack, shipping and closing orders in Rithum to avoid chargebacks for delinquent orders.
- Keep your contacts updated with Rithum and make sure you review the email alerts from them daily. They
 will let you know if an order is about to become delinquent or if there was an issue when the order was
 closed. Until an order shows that it is "Closed" in Rithum, it appears open and subject to late fees by Belk
- Pre-approved additional Drop Ship fees must be added to the invoice (EDI 856) when the order is closed in Rithum. Belk will not go back and add these fees or reimburse vendor if they forget to add these fees to the invoice.
- Invoice numbers should not exceed 11 digits on the EDI 856; each PO should have its own invoice
- Belk has a "FILL or KILL" policy at the LINE level for order fulfillment
- Every package shipped to a Belk customer must contain a Belk branded packing slip and shipping label with the Belk requirements.
- If shipping via FedEx Ground Economy be sure you use the USPS tracking number when you close the order and enter that into Rithum.
- Be sure you respond to any service requests from Belk within 24 hours or be subject to a violation fine.
- Please notify Belk of any warehouse closures at least 10 days prior to the closure. The vendor is expected to take appropriate action to ensure they do not receive customer orders during their closure period.

Appendix B: Carrier and Service Level Shipping Requirements:

- Automatic Rate Shopping will specify the carrier and service level on the Shipping Method (e.g., Ship Codes or Carrier Codes) sent on purchase orders, with the expectation that you'll ship orders using that carrier and service level.
- Suppliers can expect to receive any of the follow carrier + service levels for Belk orders: FedEx Ground Economy, FedEx Home Delivery, FedEx 2nd Day, USPS Ground Advantage, and Ground (carrier unspecified).
- If an order is received as "Ground (carrier unspecified)", then vendors must determine to ship via FedEx Ground Economy or FedEx Home Delivery based on size and weight of the package.
 - FedEx Ground Economy packages that weigh up to 70 lbs. and up to 130" in length plus girth.
 - FedEx Home Delivery package that weighs up to 150 lbs. and up to 108" in length, 165" in length plus girth (L + 2W + 2H).

Appendix C: Fine Jewelry Requirements and Reminders:

- Fine Jewelry Vendors must sign the Fine Jewelry Addendum and return to your Onboarding Coordinator before launching on Belk.com
- Fine Jewelry merchandise should include a rat tail type hangtag on the product with the product UPC barcode, as well as a matching barcode on the bottom of the jewelry box the item is in to in to be presented to the customer.
- Fine Jewelry and Fine Jewelry Watch Vendors are exempt from shipping Ground Economy; however, we ask that you follow the guidelines below to mirror our current shipping standards.
 - The Belk FedEx account number that is provided for vendors to use to ship to Belk Drop Ship customers, should be set up in your system as a "PREPAID" account – NOT – "3rd Party Billing".
 - Customer selected <u>Standard Shipping</u> less than or equal to \$150 cost should be sent via FedEx Home Delivery.
 - Customer selected <u>Standard Shipping</u> greater than \$150 cost should be sent via FedEx 2nd Day Air.
 - All Fine Jewelry should be sent with "Adult Signature Required."
 - Product should be packaged and shipped in boxes. Envelopes or bags should never be used for Fine Jewelry product
 - o Product should be packaged appropriately to prevent damage or lost goods
 - Vendors may not declare value or issue additional insurance unless authorized to do so by Belk
 - Belk is considered the shipper (Vendor is using Belk's FedEx account) and is responsible for claims
 - Please note: Vendors are responsible for all losses due to failure to follow the above shipping guidelines, including but not limited to, the replacement of lost merchandise.

• Fine Jewelry Returns

o All Fine Jewelry Vendors should state the following Return address as their Return address on their Packing Slip:

JACKSON DC-RETURNS CENTER 746 1018 MENDELL DAVIS DR JACKSON, MS 39272