



National Brand

Vendor Business Requirements

Updated July 20th, 2018

Formerly known as Belk Vendor Guide, Belk Best Plan

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Hello,

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

Best Regards,

Belk Vendor Compliance Team

Vendor Guide Change Log

Vendor Guide Change Log			
DATE	SECTION	CHANGE	PAGE
5/1/2017	ALL	Published New Guide	--
11/1/2017	6.2	Belk no longer requires sizers on hangers- please do not use!	29
7/20/18	2.0-2.6	Vendor Terms and Conditions including Belk National Brand Code of Conduct and California Proposition 65 requirements	7
7/20/18	9.2	Routing must now be completed 72 hours prior to pick up	32
7/20/18	11.2	Terms and Conditions of payment	35

Table of Contents

Section One: Vendor Information

1.1 New Vendor Onboarding	7
1.2 New SDF Vendor Onboarding	7
1.3 Vendor Information	7

Section Two: Vendor Terms and Conditions

2.1 Acceptable Business Practices	7
2.2 Belk National Brand Code of Conduct.....	8
2.2.1 Human Rights.....	8
2.2.2 Sustainability	10
2.2.3 Terms of Implementation	11
2.2.4 Consequences of Non- Complianc	12
2.2.5 Declaration	12
2.3 Confidentiality	12
2.4 California Proposition 65	12
2.5 Vendor Compliance	13

Section Three: Purchase Orders

3.1 Purchase Order Types	15
3.2 Purchase Order Requirements and Restrictions	15
3.3 Terms of Purchase Orders	15

Section Three: Product Information

4.1 UPC Item Set Up	17
4.2 GXS Item Set Up	18
4.3 Extended Attributes	18
4.4 Image Requirements	18
4.5 Sample Requirements	19
4.5.1 eCommerce Sample Requirements	19
4.5.2 Private Brand Sample Requirements	19

Section Five: EDI Information

5.1 EDI Requirements	19
5.2 EDI Terms and Conditions	19

Section Six: Product Preparation

6.1 UPC Merchandise Ticket Requirements	20
6.2 Hanger Requirements	21
6.3 General Product Packing Requirements	22
6.4 Store Only Packaging Requirements	22

6.5 eCommerce Only Packaging Requirements	22
6.5.1 eCommerce Individual Packaging	22
6.5.2 eCommerce Single SKU Carton	23
6.5.3 eCommerce Reshippable Packaging	23
6.5.4 Category/ Department Specific eCommerce Requirements	23
6.5.5 eCommerce Polybag Specifications	25
6.5.6 eCommerce UPC Barcoded Sticker & Ticketing Requirements	26
6.6 Fine Jewelry Ticketing & Packaging Requirements.....	27
6.7 Gift with Purchase (GWP) Packaging Requirements	27
6.8 Supplier Direct Fulfillment Packaging Requirements	27

Section Seven: Shipment Preparation

7.1 Carton Packing Requirements	28
7.2 Carton Dimensions	28
7.3 Carton Labels	29
7.4 Material Restrictions	30
7.5 Use of Pallets	30

Section Eight: Shipping Standards

8.1 Ship Date Expectations	30
8.2 ASN Standards	30
8.3 Ship One Time Per Purchase Order.....	31
8.4 No Shipments on Same Day or Consecutive Business Days.....	31
8.5 Shipment of Hazardous Materials	31
8.6 Shipment of Fixtures	31
8.7 Pre-Paid Shipments	31
8.8 Port of Entry Shipments	32
8.9 Bill of Lading (BOL) Requirements	32

Section Nine: Routing Guide

9.1 TMS and TMS Vendor Set Up	32
9.2 Routing Instructions	32
9.3 Routing Shipment Changes.....	34
9.4 Transportation Vendor Expense Sharing	34

Section Ten: Returns to Vendor

10.1 Damaged Merchandise	34
10.2 Defective Merchandise	34
10.3 Unsold Merchandise	34
10.4 Returns to Vendor	34

Section Eleven: Accounts Payable

11.1 Invoices	35
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11.2 Terms and Conditions of Payment	35
11.3 Accounts Payable Vendor Web Portal	36
Section Twelve: Vendor Chargebacks	
12.1 Chargeback Table	36
12.2 Chargeback Inquires and Disputes	38
12.3 Chargeback Dispute Requirements	39
Section Thirteen: Key Contact Information	
13.1 Belk Key Contact Information	39
13.2 Belk Recommended Vendors	39
Section Fourteen: Appendix	
A. Terms and Conditions of Purchase Order	41
B. Hanger Specifications	44
C. Store Only Packing Example.....	45
D. Reshippable Carton Requirements	46
E. eCommerce Folding Guidelines	47

Section One: Vendor Information

1.1 New Vendor Onboarding

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

1.2 Supplier Direct Fulfillment (SDF) New Vendor Onboarding

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

1.3 Vendor Information

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

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

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

Section Two: Vendor Terms and Conditions

2.1 Acceptable Business Practices

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

It is important that Belk National Brand 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 National Brand Vendor 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 National Brand 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 National Brand 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 National Brand 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.

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 on a worker's individual skills and ability to perform the job. No discrimination shall be tolerated in hiring, remuneration, access to training, promotion, termination or retirement.

Compensation

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. Our 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

Suppliers 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

Suppliers 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 tests.

Chemicals, Hazardous and Non-Hazardous Waste

Suppliers 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. Suppliers shall have documented procedures for the purchasing, storage, handling and use of chemicals. Suppliers 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 starting 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 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. The 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, the 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 Belk National Brand 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 Belk National Brand 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 all Belk National Brand vendors and their Suppliers shall periodically review this 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. We will 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. 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 Declaration

Declaration of Liability Regarding compliance with the Belk 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.

Furthermore:

- We shall notify Belk on behalf of Belk of the location of all business premises used for the production of goods and/or delivery of services for Belk. We guarantee that the production of goods and/or delivery of services for Belk is carried out exclusively at the locations we have indicated. We understand that failure to inform 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 activities on behalf of Belk.

2.3 Confidentiality

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


2.4 California Proposition 65

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’s requirements for Proposition 65 warnings following recent revisions to the warning regulations, which will take effect on August 30, 2018. More information is available at <http://oehha.ca.gov/proposition-65/cnr/notice-adoption-article-6-clear-and-reasonable-warnings>.

Key changes include:

- Warnings must now identify at least one chemical in the product associated with the toxicological endpoint (cancer or reproductive harm) for which the warning is being given. Truncated warnings without reference to the chemicals may be used on product labeling, and may be provided online only if the product is labeled with such warnings.
- Warnings must include a warning symbol () and link to OEHHA’s Proposition 65 information page: www.P65Warnings.ca.gov.
- Specific warning methods and messages are required for certain product types, including furniture.

If Belk is selling online any of a Supplier’s products that require or are labeled with a Proposition 65 warning, Supplier must provide Belk with the warning language to be used for such online sales. Inspection, approval, or assistance by Belk of the Supplier warning does not relieve Supplier’s obligation to comply with Proposition 65 and your duty to defend, indemnify, and hold harmless Belk if the compliance of the Supplier’s products is challenged.

Please direct any inquiries and any warning labels with respect to Proposition 65 to Product_Integrity@belk.com.

2.5 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.

- 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 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.

Section Three: Purchase Orders

3.1 Purchase Order Types

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

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

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

3.2 Purchase Order Requirements and Restrictions

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

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

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 (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 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: Product Information

4.1 UPC Item Set Up

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

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

4.2 GXS Item Set Up

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

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

4.3 Extended Attributes

Belk requires that extended attributes be provided via Opentext/GXS for all merchandise by category of business. All items should be set up in Opentext/GXS with appropriate attributes populated 8 weeks prior to ship date.

- Belk will utilize Global Standards (GS1) extended attributes and product attribute information in OpenText/GXS Catalogue must follow the Global Standards (GS1) 'Voluntary Guidelines for Exchanging Extended Attributes for Ecommerce'.

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

4.4 Image Standards

Images must be provided to Belk a minimum of 8 weeks prior to ship date. All inquiries concerning Belk eCommerce specifications, including requests for image style guidelines can be directed to your Belk assigned Belk Buyer.

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

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

4.5 Sample Requirements

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

4.5.1 eCommerce Sample Requirements

- A sample must be provided for every style/color purchased by Belk.
- Samples must be clearly marked with the style number and color code ordered for www.Belk.com.
- Samples must be provided in the appropriate size for the merchandise category.
- Samples should be sent to Attn: Belk Buyer/ Buyer number at the Belk corporate office.

Section Five: EDI Requirements

5.1 EDI Requirements

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

Belk can receive the following EDI documents:	Version:
810 Invoice	4030 VICS
832 UPC Catalog from GXS	4030 VICS
855 Reverse Purchase Order	4030 VICS
856 Advance Shipment Notification/Manifest	4030 VICS
997 Functional Acknowledgment	4030 VICS
Belk can send the following EDI documents:	Version:
820 Remittance Advice	4030 VICS
824 Application Advice	4030 VICS
850 Outbound Purchase Order	4030 VICS
852 Sales/Inventory Data	4030 VICS
860 Purchase Order Change	4030 VICS
Belk EDI transactions planned for the future:	
180 Request for Return Authorization	
870 PO Acknowledgment	

5.2 EDI Terms and Conditions

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

- Vendor agrees to conduct merchandise transactions using the Voluntary Inter-industry Commerce Standards EDI protocol.

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

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

Section Six: Product Preparation

6.1 UPC Merchandise Ticketing Standards

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

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

UPC price ticket be attached to each glass as well as having four UPCs attached to the outside of the carton.

- Fine Jewelry vendors should refer to section 6.7 for ticketing instructions for Fine Jewelry merchandise

Below are **suggested formats** for merchandise tickets and stickers:



6.2 Hanger Requirements

Belk requires vendors to ship merchandise on floor ready hangers per the GS1 industry standard (formerly referred to as the VICs industry standard).

- For store orders, please confirm with Belk Buyer if merchandise is to be shipped on a hanger or if it is to be shipped flat.
- For all eCommerce / store 888 purchase orders, product should be shipped folded flat inside a polybag, unless it is listed as hanging in Appendix D.
- All hangers must conform to the GS1 hanger standards by product category. Please see Appendix B.
- 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 on all products except where noted in Appendix B.
- Please DO NOT use over-hanger sizers.
- The choice of hanger resource is at the discretion of the vendor.

For more information on hanger requirements by department, please see Appendix B as well as below GS1 floor ready hanger link.

https://www.gs1us.org/DesktopModules/Bring2mind/DMX/Download.aspx?command=core_download&entryid=383&language=en-US&PortalId=0&TabId=134

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

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

6.3 General Product Packaging Requirements

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

6.4 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 unless notated in chart in Appendix B
- 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.

6.5 ECOMMERCE ONLY Packing Requirements

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

6.5.1 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 D for any exceptions to this rule.

Boxed Merchandise (i.e. Home, Bakewear, 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. See Section 6.6.6

EAS tags, including both hard and soft tags, should not be used on any eCommerce merchandise. Hard tags should not be applied to any eCommerce purchase orders. While the use of soft tags is not preferred, (either attached to packaging or sewn into product), if tags are applied to eCommerce merchandise, tags must be deactivated prior to shipment.

6.5.2 eCommerce Single SKU Cartons

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

6.5.3 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 E for more information on reshippable cartons.

6.5.4 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.	NA

	Watches must be shipped in the display case.	
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.	Flat Fold

	Bed pillows need to be in a reshippable bag with barcoded sticker on the outside of the reshippable bag.	
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. 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.	NA
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. Components within sets must be packaged in a way to avoid breakage. Separators should be used to protect from breakage.	NA

6.5.5 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 F.

6.5.6 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.

Ecommerce Polybag UPC Barcoded Sticker Example

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

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

6.6 Fine Jewellery Ticketing & Packing Requirements

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

- Vendors are to use Data 2 or the assigned Belk ticket supplier to provide Belk approved fine jewelry merchandise pricing tickets. Fine Jewelry merchandise tickets are to be blue in color. Please refer to the instructions sent from the buying team on where to place the merchandise tag on the product. The tag must be attached to the product.
- All Fine Jewelry orders should be shipped to the Belk Ridgeland Distribution Center.
- Fine jewelry must be packaged to protect the product.
- Do not ship merchandise worth more than \$50,000 at cost to Belk in any single package / box. If the shipment is more than \$50,000 at cost, please split into multiple boxes as necessary so that no one box exceeds \$50,000.
- If a memo vendor has a signed contract between the vendor and Belk stating details other than those listed in this guide, the details of the contract between Belk and the vendor supersedes information listed in the Belk Vendor Business Requirements.

6.7 Gift with Purchase (GWP) Packing Requirements

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

6.8 Supplier Direct Fulfillment Packaging Requirements

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

Section Seven: Shipment Preparations

7.1 Carton Packing Requirements

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

- Do not use plastic bags as the external shipping container. Do not use hanger packs (except Men's and Women's Suits and Sportscoats).
- 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.
- 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.
- Cartons should have a minimum strength of 32 ETC (edge test crush).
- All shipping cartons must be strong enough to withstand several further reshipments as individual cartons throughout the Belk supply chain.

7.2 Carton Dimensions

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

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

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

7.3 Carton Labels

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

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

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

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

7.4 Material Restrictions

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

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

7.5 Use of Pallets

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

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

Section Eight: Shipping Standards

8.1 Ship Date Expectations

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

8.2 ASN Standards

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

8.3 Ship One Time Per Purchase Order

All purchase orders are to be shipped with no more than one shipment made against a specific purchase order per destination DC. The purchase order is expected to be shipped in one shipment.

8.4 No Shipments on the Same or Consecutive Business Days

Vendors are to plan and consolidate shipments so that no more than one shipment is made from the same shipping point/address on the same day or on consecutive business days within any given calendar week (Saturday to Saturday). Non-compliance will incur a chargeback.

8.5 Shipment of Hazardous Materials

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

8.6 Shipment of Fixtures

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

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

8.7 Pre-Paid Shipments

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

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

Blythewood, SC – 737ApptRequests@belk.com

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

When requesting an appointment, please provide the following:

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

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

8.8 Port of Entry Shipments

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

8.9 Bill of Lading (BOL) Requirements

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

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

Section Nine: Routing Guide

9.1 TMS and TMS Vendor Set Up

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

9.2 Routing Instructions

Routing requests must be submitted no less than three business days (72 hours) prior to the expected ship date. All requests submitted after 8:30 am EST will be considered received the next business day.

For example:

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

- Freight must be submitted for routing in truckload quantities (up to 3,500 cubic feet or 42,000 lbs. each) and separated by destination DC. There should only be one Shipment ID number per truckload. For less than truckload quantities, do not create / route more than one shipment shipping on the same day, or on consecutive business days, to the same DC. All POs must be consolidated into one shipment per DC.
- If a vendor has more than 5 full truckloads to ship in a single day, please notify Transportation_Services@Belk.com for scheduling instructions. The transportation team may need to make alternate arrangements for a pick-up of this size and must be notified.
- Requested pickup dates must be on normal business days only – Monday through Friday, at least 1 business day prior to the earliest purchase order cancel date. Purchase orders with Saturday cancel dates must be requested for pickup on Thursday, and routed by 8:30am EST on Monday.
- Merchandise must be shipped to distribution center locations based on the designated "Store Receiving Locations" available on www.Belk.com under Vendor Resources. If there are questions about shipping locations or shipping practices, please send an e-mail to Transportation_Services@Belk.com. Shipments sent directly to a Belk store are not permitted unless approved in writing by the Belk Transportation Team and the Belk Buyer. Shipments to the wrong distribution center will be subject to a chargeback.
- Once the vendor has received routing instructions, it is the vendor's responsibility to schedule a pickup appointment with the Belk assigned freight carrier immediately. Any problems with carrier pick up should be reported to Transportation_Services@Belk.com.
- Shipments routed through consolidation points will require an additional pick up request. The request for pick up from the consolidator should be placed immediately after routing has been received from Belk Transportation. The consolidator will require 72 hours notice prior to pick up request date to secure pickup capacity.
- FedEx Ground shipments must be shipped using the "FedEx Collect" program. FedEx Collect is a payment method provided to a FedEx customer in which the consignee has agreed to pay all of the shipping charges associated with a specific shipment. Vendors must ship the package using vendor's FedEx account number and then the charge will be reversed to Belk upon receipt of the carton. In addition, the reference field of every carton must contain the Shipment ID (SID) number supplied to you by the Belk Transportation Management system. Omission of the Shipment ID# will result in a chargeback.
- Although the Belk TMS system provides purchase order verification, it is the sole responsibility of the vendor/shipper to correctly submit the date shipment will be available and provide accurate purchase order numbers in the TMS system, note that the date the shipment is available show be within the shipping window on the purchase order. If for any reason, including carrier delay, it is the vendor's responsibility to reach out to the Belk Buying team to extend PO to avoid a late ship chargeback.
- All e-mail correspondence concerning the routing of shipments to Belk should be sent to Transportation_Services@Belk.com. Routing instructions provided by the Belk transportation team supersede any default settings found in the transmitted purchase order.
- It is the vendor's responsibility to contact their Belk Buyer for a purchase order extension if any transportation issues cause shipment to pick up after the earliest purchase order cancel date.

Late shipment charges will apply unless the vendor has received a revised purchase order with an extended cancel date.

9.3 Routing Shipment Changes

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

9.4 Transportation Vendor Expense Sharing

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

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

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

Section Ten: Returns to Vendor

10.1 Damaged Merchandise

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

10.2 Defective Merchandise

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

10.3 Unsold Merchandise

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

10.4 Returns to Vendors

Belk does not consolidate returns to vendors. All returns will be shipped via Fed Ex, as they are received at the DC from store locations. Vendor pick up and company account numbers for Fed Ex or UPS are not allowed.

Section Eleven: Accounts Payable

11.1 Invoices

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

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

11.2 Terms and Conditions of Payment

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

- For payment terms of End Of Month (EOM), goods shipped or invoiced on or after the 25th of the month are not considered due until the 10th of the following month (e.g., an invoice with terms of 8/10 EOM for goods which were invoiced/received on March 25, 2017 would have a payment due date of May 10, 2017). In addition, Belk selects the most beneficial payment terms based on the terms contained on the master file, on the purchase order, or on the vendor's invoice.
- Memo vendors should not send Belk merchandise invoices for Memo merchandise. One week after each fiscal month, the memo vendor will receive a sales report from Belk accounts payable showing by SKU all memo merchandise sold, net returns, for the period covered in the report. Memo vendors are paid weekly based on the negotiated terms with the Belk Buyer.
- Vendors will be paid according to the terms agreed upon with the Belk merchandising team. However, all vendor obligations (including, without limitation, vendor allowances and chargebacks) (collectively, "Vendor Obligations") earned and due to Belk will be processed against vendor invoices within the same fiscal quarter. If Belk is unable to recover the Vendor Obligation within the fiscal quarter earned against vendor invoices, vendor reimbursement to Belk will be required to resolve the situation within 30 days of end of the fiscal quarter in which the Vendor Obligation is earned. This policy applies to all vendor obligations negotiated between the Belk merchandising team and the Vendor and supersedes any other verbal agreements on when Vendor Obligations will be processed against invoices.

11.3 Accounts Payable Vendor Web Portal

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

Section Twelve: Vendor Chargebacks

12.1 Chargeback Table

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

67	Inaccurate SKU on ASN	\$10 per SKU
PRODUCT PREPARATION		
80	Missing / incorrect / unscannable UPC ticket or incorrect ticket placement	\$25 per store per PO + \$.50 per unit
81	Missing /wrong retail	\$25 per store per PO + \$.25 per unit
84	Missing or unacceptable hanger	\$25 per store per PO + \$.50 per unit
46	Missing size strip tape or sticker	\$25 per store per PO + \$.10 per unit
ECOMMERCE PRODUCT PREPARATION		
52	eCommerce packaged incorrectly (missing polybag, missing label, or does not follow dept. specific directions)	\$250 per PO + \$1 per unit
53	eCommerce product shipped on hanger	\$250 per PO + \$1 per unit
55	eCommerce product not shipped in single SKU carton where required	\$250 per PO + \$.50 per unit
57	eCommerce product not shipped in reshippable single unit packaging as required	\$500 per PO + \$10 per unit
54	eCommerce product shipped in carton outside of minimum / maximum requirements	\$250 per PO + \$50 per carton
SDF		
51	SDF merchandise confirmed, shipped, or cancelled outside of SLA	\$25 per order
51	SDF failure to meet credit memo requirements for customer returns	\$25 per order
51	SDF vendor failure to respond to service requests within 1 business day	\$25 per occurrence
47	SDF shipment information missing or incorrect in Commerce Hub	\$15 per occurrence + total freight cost
47	SDF vendor failure to use approved shipping method and/or carrier	\$15 per occurrence + total freight cost
CARTON PREPARATION		
35	Cartons do not meet minimum / maximum conveyable dimensions or weight	\$50 per carton
56	Carton not packed by store or by PO	\$75 per carton
85	Missing / unscannable GS1-128 carton label or missing info on carton label	\$50 per carton
45	Missing carton color code label	\$25 per store per PO + \$.25 per carton
58	Items shipped to store in individual polybags	\$20 per carton
SHIPPING AND TRANSPORTATION		
93	Unauthorized shipment or unauthorized carrier used	\$500 handling + full freight invoice amount

95	Shipped to wrong location	\$125 handling per Distribution Center + \$10 per carton
68	Shipments made on consecutive business days <u>or</u> routing requests received for two or more shipments less than 3500cuft for same pick up date (failure to consolidate)	\$250 handling + full freight invoice amount
73	Inaccurate cube, weight, carton count, or PO#s listed on routing request	\$250 handling + full freight invoice amount
59	Missing shipment ID in Fed Ex reference field	\$250 handling + full freight invoice amount
74	Unauthorized pallet shipment	\$250 handling + full freight invoice amount
72	Routing request received after 8:30 am 2 business days prior to requested ship date	\$250 per routing request
79	BOL missing or missing required information	\$250 per Bill of Lading
76	Expense sharing of 50% freight cost for shipments originating west of the Mississippi	50% of full freight invoice amount
77	Expense sharing of consolidation costs	100% of consolidation charge from consolidator
27	Freight not available for pickup at confirmed appointment time	\$250 per missed appointment time
94	Carrier assessorial fees including detention, cancelled shipment, shipment discrepancies with BOL	\$50 handling + full amount of fees assessed
94	Other transportation charges	Charges assessed by incident
INVOICES AND ACCOUNTS PAYABLE		
34	Invoice not sent via EDI 810	\$50 per invoice
40	Invoice not consolidated	\$25 per invoice
40	Invoice missing required information or contains inaccurate information	\$25 per invoice
CHARGEBACK INQUIRIES		
25	Information requested that is available on Web Portal	\$50 per item / claim number

12.2 Chargeback Inquires and Disputes

Chargeback inquiry questions should be sent to 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.

12.3 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 Thirteen: Key Contact Information

13.1 Belk Contact Information

Contact Group	Email
Vendor Onboarding Questions	Vendor_Relations@belk.com
Supplier Direct Fulfillment/Drop Ship Onboarding and Questions	SDFVendorCare@belk.com
Transportation and Routing Questions	Transportation_Services@belk.com
Vendor Compliance Requirements and Chargeback Questions	Belk_Compliance@belk.com
ASN Questions	ASN@belk.com
EDI Questions	EDI@belk.com
Accounts Payable Questions	AP_Correspondence@belk.com
Debit Balance Questions	Debit_Balance@belk.com
UPC Ticket Information	BSS_ICG@belk.com
Vendor Address or Information Maintenance	VCG@belk.com

Belk Mailing Address:

2801 W. Tyvola Road
Charlotte, NC 28217

MSDS for all Cosmetic/Fragrance Mailing Address:

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

13.2 Belk Recommended Suppliers

GS1

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

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

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

Merchandise Ticket Recommended Vendors

Avery Dennison
WFL Packaging
iPAK

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 Belk National Brand Vendor Business Requirements. If Purchaser elects to keep shipments shipped prior to the "Ship" date, terms will be computed from the "Ship" date shown here on. If Purchaser elects to keep shipments shipped after the "Cancel" date, terms will be computed from the actual date of the shipment, Purchase Order "Ship" date or date of invoice, whichever is later; and the foregoing expense offset charge as indicated on the Belk chargeback table or in the Belk National Brand 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 National Brand Vendor Business Requirements, if said conditions are determined during the receiving process. If said conditions are discovered at any time after the receiving process has been completed, the merchandise may be returned at Vendor's expense. The right to rescind given hereunder shall not be construed as a limitation on the right to rescind or other rights given by common law or statute. As used herein, the term "Vendor's expense" shall mean inbound and outbound freight costs plus the cost of any transit insurance associated therewith.

5. Vendor shall be responsible for including all applicable sales, use or excise taxes in its purchase price. In the event a statutory exemption applies, Belk shall be responsible for providing a valid exemption certificate to the vendor.

6. By acceptance of this Purchase Order, Vendor agrees to:

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

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

C. Guarantee that all merchandise ordered hereunder has been or will be manufactured, compounded, or produced in full compliance with (i) all applicable international, federal, state, and local government labor laws, rules, and regulations, specifically including, without limitation, all applicable minimum wage, overtime, and child labor laws, rules, and regulations, and (ii) the 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.

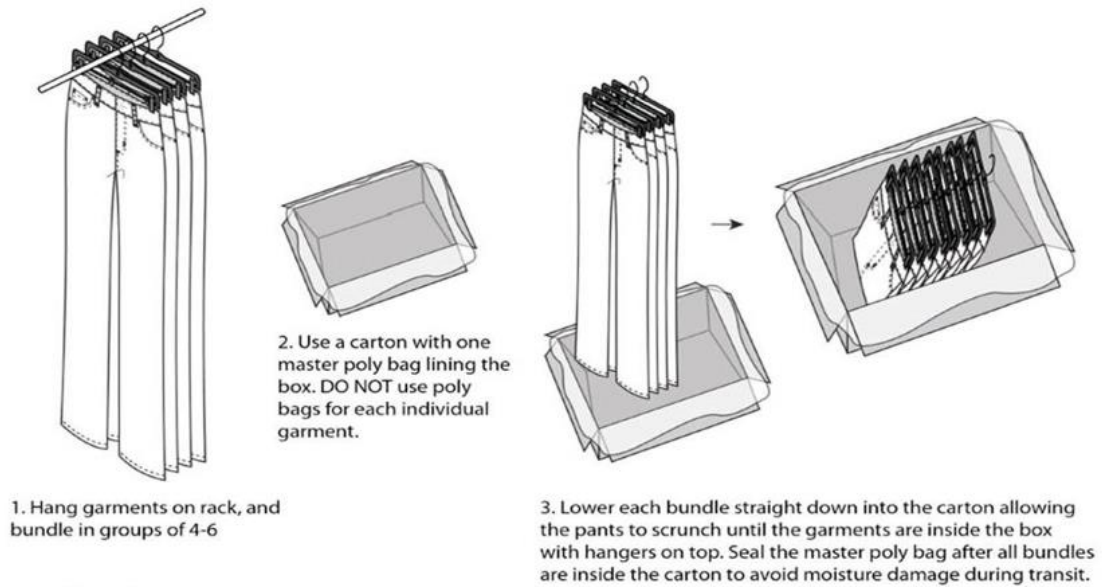
12. This agreement shall be controlled, construed, and enforced in accordance with the laws of the State of North Carolina. Purchaser and Vendor hereby consent to the jurisdiction of the federal and state courts in Mecklenburg County, North Carolina, in connection with any dispute between the parties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

Appendix B: Store Orders Hanger Instructions and Types by Category

DEPARTMENT	INSTRUCTIONS AND HANGER TYPES	MASTER/SINGLE POLYBAG
Mens, Womens, and Kids Sweaters and Knit Tops	17" Top Hanger: Style 484	Master
Mens, Womens, and Kids (6X+) Coordinates or Sets	Use a combination of top and bottom hangers for all 2-pc sets	Master
Womens Plus Tops and Dresses Big and Tall Mens Tops	19" Top Hanger: Style 479	Master
Womens and Juniors Dresses, Blouses, Woven Tops, Robes, Sleepwear, Jackets, 1-pc Swimwear Mens and Young Mens Tops, Robes, Sleepwear, Jackets	17" Top Hanger: Style 484	Master
Womens and Juniors Pants, Skirts, Shorts, 2-pc Swimwear Mens and Young Mens Pants and shorts	10" Bottom Hanger: Style 6010	Master
Mens and Womens Outerwear Coats and Jackets	17" Coat Hanger: Style 3329	Single
Intimate Apparel	Use clear plastic, molded hook bra & panty hanger in common use today	Master
Young Mens Pants and Shorts	12"/14" Bottom Hanger: Style 6012/6014	Master
Mens Suits, Suitcoats, Suit Separates	Use wishbone style mahogany colored wood or black plastic hanger with pant bar	Single
Infants, Toddlers, Kids (to Girls 6x and Boys 7) Coordinates or Sets	Use white plastic, molded hook, frame hanger	Master
Infants, Toddlers, Kids (to Girls 6x and Boys 7) Separates	10" Top Hanger: Style 495	Master
Kids Dresses, Blouses, Woven Tops, Robes, Sleepwear, Jackets, 1-pc Swimwear, Lightweight Outerwear	12" Top Hanger: Style 498 or 15" Top Hanger: Style 472	Master
Kids Pants, Skirts, Shorts, 2-pc Swimwear	8"/10" Bottom Hanger: Style 6008/6010	Master
Kids Outerwear	15" Coat Hanger: Style 3316	Master

Appendix C: Example of Store Packing

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



Appendix D: 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 E: Ecommerce Folding Guidelines

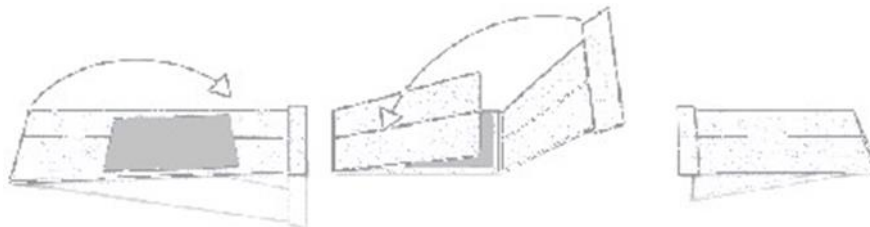
Sweaters, Shirts, Blouses, Coats, Jackets, Blazers, Activewear

- 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.



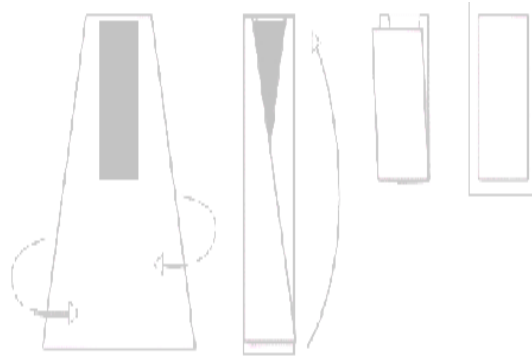
Pants

- 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.

