

Specialty Retailers, Inc. Vendor Routing & Compliance Manual

Vendor Portal: www.gxs.com/Gordmans

Effective May 19, 2017 Release: G0914A1

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Message to Our Suppliers:

We are pleased to welcome Gordmans to our Stage family of stores!

As you may have heard, Specialty Retailers, Inc., a subsidiary of Stage Stores, Inc. ("SRI"), acquired the Gordmans name, logo and intellectual property rights. SRI will operate Gordmans as a separate brand under an off price model. Supply-chain efficiencies and smooth operations with our supplier will be crucial to our success.

To this end, please distribute copies of this Manual to all departments that are impacted by its requirements. This Manual is also available to view or download online at www.gxs.com/gordmans. There is no need to log into the portal. The link to the Manual can be located in the middle of the landing page.

We ask that you please take note of the following important points:

- Any exceptions to policies contained in this compliance Manual <u>must</u> be approved by the Vendor Compliance Department in writing prior to shipping.
- Contact <u>vendorcompliance@stagestores.com</u> with your questions and/or requests. <u>Please include the following information in the subject line of your email (if applicable): supplier name; supplier number; and/or purchase order number.</u>
- Suppliers are required to certify that they have read & comply with the "Vendor Compliance Requirements for Sourcing and Manufacturing Merchandise." Please visit www.gxs.com/gordmans and download the form located at the bottom of the landing page.

Thank you for your continued efforts to satisfy our compliance requirements!

Kenneth J. Lettre Vice President, Vendor Compliance & Relations

CORRESPONDENCE ADDRESSES & PHONE NUMBERS

If you have specific business questions, below is the contact information for each category

Any questions or issues regarding **EDI**:

Attn: EDI Administrator Phone: 713-331-7116

2425 West Loop South- 4th Floor email: <u>EDI@stagestores.com</u>
Houston, TX 77027 NO FAX # / Please use EMAIL

Any questions or issues regarding packaging, freight violations, or general vendor transportation requirements should be directed to:

Attn: Logistics Dept Phone: (713) 331-4988

2425 West Loop South- 4th Floor email: <u>Logistics@stagestores.com</u>
Houston, TX 77027 Fax: NO FAX #- Please use EMAIL

Any questions or issues regarding routing or transportation should be directed to:

Attn: Transportation Phone: (713) 331-4988

2425 West Loop South- 4th Floor email: <u>Traffic@stagestores.com</u>
Houston, TX 77027 Fax: NO FAX #- Please use EMAIL

Any questions or issues regarding Compliance related issues including floor ready, ticketing, or labeling questions should be directed to:

Email: VendorCompliance@stagestores.com

Any questions or issues regarding our **Vendor Compliance Site**:

Email: PEP@stagetores.com

Any questions or issues concerning **invoice payments**, **remittance advice**, **or shortages** should be directed to:

Attn: Vendor Relations

Email: VendorRelations@stagestores.com

Accounts Payable P.O. Box 56627 Houston, TX 77256

All paper invoices should be directed to SRI

Attn: Accounts Payable PO Box 56627

Houston, TX 77256

All questions for the Omaha Distribution Center

Gordmans Distribution Center 9202 "F" Street Omaha, NE 68127

Main: 402-339-6464 Shipping: 402-691-4322 Receiving: 402-691-4373

PURCHASE ORDER REQUIREMENTS

Make sure your Purchase Order is valid:

It is important to ensure that the purchase order is valid prior to shipping merchandise. An EDI document (#850 Buyer/System generated or #855 Vendor generated) or a SRI system-generated hard copy sent via email confirmation ("Hard Copy PO") qualifies as a valid PO. Orders placed via telephone or other verbal commitments, handwritten orders, worksheets, or email (except when forwarding a Hard Copy PO) are **not** valid purchase orders and orders placed by any of these methods will not be honored.

All Purchase Orders must be shipped as written:

Approval for substitutions, quantity changes, or ship date changes must be obtained from the buyer in writing in the form of an updated <u>valid</u> purchase order/revision. A verbal approval or confirmation is **never** sufficient. You must request and receive a SRI system generated PO or a dated system screen print reflecting that changes have indeed been implemented and approved. The updated PO **must** be obtained and in your possession prior to shipping. If you overship or ship unordered merchandise, SRI is entitled keep it at no charge.

All Purchase Orders must be shipped complete:

Subsequent shipments against the same purchase order will be considered split shipments and should be shipped pre-paid at the vendors' expense.

All Purchase Orders must be shipped within the order windows:

All goods ordered will be shipped complete in accordance with the dates on the purchase order. The "do not ship before date" is the first day that you are authorized to tender the goods to the designated carrier. The "do not ship after" date is the last date that that you are authorized to tender the goods to the designated carrier.

Shipping Destination:

All merchandise must be shipped to the Omaha DC.

MERCHANDISE SHIPPING REQUIREMENTS

Shipments must be complete and follow the orders exactly. No unauthorized substitutions, damaged goods, defective goods, over and/or short shipments will be allowed.

Carton Packaging and Size Requirements

For Bulk Orders Shipped to DC

- Pack each style separately by size and color.
- Please make sure each carton contains merchandise for one purchase order only.
- Each item's cartons must have the same case pack quantity, with the exception of the last carton. If different than the rest of the cartons for that item, it must be labeled "ODD CARTON".
- Cartons should be re-shippable.
- Coordinated tops and bottoms that are sold as separates must be packed in separate cartons and shipped together in the same shipment.
- Shipments of coordinate groups sold as a set must be packed together in the same carton.
- Shipments must be trash free. Do not use: pins, tape, clips, tie backs, excessive tissue paper, cardboard, or any other unnecessary material that will require removal at our distribution center. Poly bags or rubber bands around hangers are allowed to separate apparel inners or pre-packs in
- To maximize DC efficiencies, please adhere to the following carton requirements:

Max Width	24 in.	Min. Width	6 in.
Max Height	25.5 in.	Min. Height	3 in.
Max Weight	60 lbs.	Min. Weight	5 lbs.
Max Length	36 in. *	Min Length	9 in.

^{*}Note: If length is 36 in. then the width must be reduced to 20 in. to navigate DC conveyer turns.

- Seal cartons with tape. Do not place bands, straps, or string on cartons, as this could damage Gordmans DC's sorting and conveyor equipment.
- Cardboard boxes must be of a quality to safely ride Gordmans conveyor system.
- Merchandise shipping to stores in inner pack boxes must be of a quality cardboard suitable for shipping.
- A packing list and/or 856 ASN must accompany every order. Packing lists and ASN must include the following info and must match the shipment exactly:
 - > Total pieces shipped per item
 - Total cases shipped per item
 - > Total cases shipped for the PO
- Case pack for each item
 Total pioces at item Total pieces shipped for the PO

PLEASE NOTE: ASN's for premark for stores shipments will not have a consolidated quantity for the entire PO. The quantities will be for each store. Incorrect packing list information can cause delays in processing freight and could result in charge backs from the DC.

For palletized shipments, please place labels face out so they can be easily read and sorted.

- When palletizing more than one style per pallet, please layer styles together with each style number listed on the pallet label.
- If using cartons stamped with shipping information and printed labels, please ensure that the information matches exactly. If it does not, please cross out the stamped information on the carton. This includes any incorrect pictures or symbols.
- All DOMESTICALLY SOURCED cartons must be marked as follows:
 - Gordmans DC #
 - > Gordmans Purchase Order Number
 - Vendor Style/Color/Size (Color and Size only when applicable)
 - > Total Units per Shipping Carton

Professional or college team orders must have the team name on outside of carton.

- If pre-ticketing goods for Gordmans and you run out of tickets, please mark the carton(s) containing non-ticketed merchandise "NOT PRE-TICKETED" and note the number of units not ticketed on the packing slip.
- Please do not cover valid carton markings with a printed label that identifies the contents of the carton unless the same information is also on the carton.
- All DIRECT IMPORT cartons require the following information:

ON LONG SIDES	ON ENDS
Gordmans Distribution Center (DC)	PO #
DC Address	Vendor Style #
Gordmans Purchase Order (PO) Number	Carton QTY
Total Carton Units	Country of Origin

EDI approved vendors are required to use UCC-128/GSI-128 label and place on lower right of longest end of cartons. UCC-128/GSI-128 example found below.

For Pack By Store Orders Shipped to DC

Carton Packaging and Size Requirements are the Same as Bulk Orders with the Following Exceptions:

- The packing list and/or 856 EDI-ASN must match shipment exactly and tickets sent in advance correctly applied to merchandise. Incorrect packing list information can cause delays in processing freight and could result in charge backs.
- When palletizing more than one store per pallet, stores must be layered together with each store number listed on the pallet label.
- All cartons must be marked as follows:
 - > Store Number
 - > Gordmans PO Number
 - > Total Units per Shipping Carton

Professional or college team orders must have the team name on outside of carton.

- Please ensure each carton contains merchandise for one purchase order and one store.
- The barcode LINES on the label must be perpendicular to the bottom of the carton.
- The barcode must be placed flat on the side of the carton, not on a seam or corner unless given written approval by vendorcompliance@stagestores.com to do so.
- If using a pallet label only, it must contain the same information as a carton label and placed on all four sides of the pallet.

Merchandise Subject to Return

- SRI will inform the Vendor of the PO number involved and request a return authorization.
- Shipments weighing 200 pounds or less will be returned to the vendor via small parcel carrier prepaid (at the vendor's expense).
- Shipments weighing over 200 pounds will be returned to the vendor via the designated inbound freight carrier prepaid.
- Within 48 hours, vendors are responsible for filing claims with the carrier when a return shipment is delivered with carrier shortages or damages.
- All return inquiries or disputes must include a copy of the remittance advice report.
- Timeliness is <u>IMPORTANT</u> as we will not review any return claim inquiries or disputes over 6 months old.

Samples

Sending Samples to Us

All sample shipments /cartons should be labeled "SAMPLES" with an approximately 4" X 6" lavender colored label like shown below.



Letters, Packages

The "SAMPLES" label must be securely attached adjacent to the shipping label.

Sample product must be shipped per the Buyer's instructions and to their "ATTENTION" and to one of the locations below:

Oversize Packages/Crates/Pallets

USPS, FEDEX, and UPS):	(Includes truck deliveries):
Stage	Stage
Attn:	Attn:
2425 West Loop South	726 Meyerland Plaza Mall
Department, Floor 7	2nd level dock
Houston, TX 77027	Houston, TX 77096
	Phone: 713-208-8302

Inside each sample box	, vendors must include the	following information:

- Vendor contact name
- Packing List with all items and item descriptions
- Instructions regarding disposition of samples: YES NO

Sample Returns to Vendor

If samples are to be returned to vendor, you must provide the following:

- Return Address complete with vendor contact name
- Required return date
- FedEX or UPS shipping account number

SUPPLIERS ARE STRONGLY ENCOURAGED TO BE EDI COMPLIANT

We are committed to supporting the Universal Product Code (UPC), Electronic Data Interchange (EDI), Voluntary Interindustry Commerce Standards (VICS), and the Uniform Code Council (UCC) standards. By implementing these standards and technologies, SRI can expedite the movement of merchandise through the supply chain insuring a smooth flow from trading partners to the selling floor, better management of inventories, increased sales and enhanced customer service. The amount of business that our companies transact may be affected by your ability, or inability, to partner with SRI on EDI.

Suppliers are encouraged to email <u>EDI@StageStores.com</u>, or call: <u>713-331-7116</u>) with questions regarding EDI.

If you transmit through EDI, SRI requires these EDI documents:

- 1. **810** Invoice
- 2. 850 Purchase Order (including both bulk and spreadsheet formats.)
- 3. **856** ASN Advanced Shipping Notification (ASN must be accurate and linked to **GS1-128** Shipping Container labels attached to every carton)
- 4. 997 Functional Acknowledgement
- 5. 210 Freight Invoice
- 6. **860** PO Change

SRI supports these EDI documents:

- **855** Purchase Order Acknowledgement Only for Vendors participating in a VMI program. (Sometimes referred to as a "Reverse PO.)
- 852 Sales/Activity Report

Summary of Standards:

- GXS is SRI's only Value Added Network (VAN) for all inbound and outbound files.
- SRI does **not** pay interconnect fees for users.
- SRI must be able to access your UPC's via the GXS catalog.
- All new Vendors will be added using the 4010 VICS version of the EDI standard.

810 Invoice Standards:

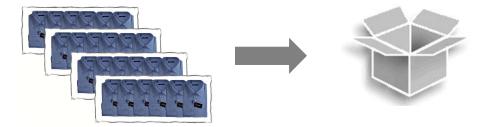
- 1. The following information is required:
 - Your name and address
 - Your invoice number
 - Our Purchase Order Number
 - Total weight of the shipment
 - The freight Carrier
 - The exact quantity in units by style, color and size
 - The unit cost must match the unit cost on our purchase order
 - The line item total must equal the invoice total
- 2. The 810 Invoice must be sent within 24 hours of shipment pickup from vendor's warehouse.
- 3. The 810 Invoice must only include merchandise line items transmitted at actual costs. The merchandise line items should not be reduced to compensate for new store discounts, damage or distribution charges. No charges or allowances should be included in the 810 invoice either against line items or the invoice total. Invoices transmitted with these additional charges and allowances will be rejected, and subject to a non-compliance charge.
- 4. Whenever possible the 810 Invoice should be consolidated to facilitate processing and research.

850 Purchase Order Standards:

- 1. All vendors must respond to the 850 Purchase Order with an accurate 997 Functional Acknowledgement within 72 hours of receipt of the 850 Purchase Order.
- 2. You must be capable of retransmitting all EDI documents within 24 hours of request.
- 3. SRI supports the use of pre-packs to streamline the flow of distribution. There are three EDI PO formats utilize to electronically transmit purchase orders written with packs:
 - Transmit the order in the same format as a bulk order, the basic 850 format.
 - Note: The SRI buying office will forward the pack breakdown to the appropriate party within the vendor's company.
 - > The order is to be shipped based on the pack breakdown from the buying office. Failure to do so will be considered non-compliant, and subject to non-compliance charges.
 - Transmit the number of packs, the pack UPC, and include the pack breakdown in the EDI PO.
 - The vendor is required to provide the pack UPC in the ASN and EDI invoice. This requires the use of the 850 PO format using SLN segment.
 - Transmit messages in the MGS segment of the 850 and terms in the ITD segment.
 - SRI will transmit a message when the order has pre-packs on them. Example: "This order contains pre-packs". If there are NO pre-packs on the order, then NO message will be sent. Payment Terms will be sent in the ITD segment of the 850.
- 4. The 810 Invoice must be sent within 24 hours of shipment pickup from vendor's warehouse.

856 ASN Standards:

- 1. GXS is SRI's only Value Added Network (VAN) for all inbound and outbound files. The following information is required:
 - Your name and address
 - Our Purchase Order Number
 - The number of cartons in your shipment by Purchase Order and shipment total
 - Total weight of the shipment
 - The freight Carrier
 - The exact quantity in units by style, color and size
 - Bill of lading number (this number must be assigned at shipment level). If the shipment is so large that it will not fit on one truck, then you must create a unique BOL and ASN for each truck.
 - Carton detail information-The UPC cannot be listed multiple times within the same carton detail.
 - Carton numbers must be unique across all DC ship to locations. A carton number can only be sent via EDI one time regardless of the ship to location.
 - If shipping a pre-pack and a Pack UPC is included in the ASN and Invoice file, the quantity in the carton is the number of packs in the carton, not the total number of sellable pieces in the carton. For example, if there are 6 pieces in your pack, and there are 4 packs in a carton, then the quantity is 4, not 24.



- If shipping via LTL (less than truckload carrier, i.e. ABF) or Parcel Carrier (i.e. Fed-Ex) then the entire pickup at your shipping location is considered one shipment. All ASN's transmitted against this shipment must display the same BOL number.
- When shipping via small parcel, vendors must enter the 1st tracking number of the shipment in the REF and BM segment as the BOL number.
- 2. The **856** ASN must match the shipment and purchase order.

- The requirements for 856 ASN timing have been revised to ensure we receive the ASN in a timelier manner.
 - Usable EDI ASN must be sent immediately on or before the release of the shipment to the carrier.
- 4. The 856 ASN must be transmitted and received **prior** to the arrival of the shipment.
- 5. Suppliers are NOT to transmit an ASN with a quantity of '0' attached to a UPC.
- 6. Below are some scenarios that you should consider when determining the appropriate time to transmit the **856** ASN.
 - If the shipment is picked up in the morning and will arrive at any of our DCs within 1-4 hours, there is a chance that the trailer may be unloaded at our facility that same day. Every attempt should be made by our close proximity vendors to transmit the ASN prior to or as the shipment is leaving your dock. It is the supplier's responsibility to provide to SRI a timely and accurate ASN.
 - Most shipments that leave your facility on Friday arrive at our facility over the weekend. In this
 scenario please make sure the 856 ASN is sent on Friday; do NOT wait until the following
 Monday to transmit.
- 7. The shipping information must be consolidated into one ASN. One BOL number on the **A**dvance **S**hip **N**otice transmission per PO/shipment is required. Vendors must provide an accurate ship date within the DTM-11 segment of their ASN and match the "Shippers" signed date on the BOL.
- 8. The ASN replaces the packing slip and packing slips are not required for any shipment. This 'no packing slips' requirement also includes ALL jewelry (costume & fine) and watch suppliers.

UPC Catalog

SRI currently supports the GXS catalog. We prefer our trading partners to provide accurate, updated UPC data via the GXS Catalog.

Updated information should be sent electronically **(832)** to GXS a minimum of 10 days before market. Once you have assigned size ranges and communicated your UPC's to GXS, then size ranges cannot be altered (S-M-L cannot be changed to 5-7-9 etc). Your GXS catalog entry MUST reflect the actual COLOR NAME for the item- not the color #.

UPC Catalog Data Requirements

Vendor level:	Product Level:	UPC/EAN Level:
Vendor Name	Selection Code	Size Code/ Desc. (Short & Long)
Vendor Account Number	Selection Code Description	Color Code/Desc. (Short & Long)
Currency Indicator	Product ID (PID)	Fabric Description
	Product Desc. (Short & Long)	Country of Origin (Manufacturing)
	Image (Future)	Published Cost
	Image Des. (Future)	Manufacturers Suggested Retail
	Trade Name (label/brand)	UPC/EAN Type (pre-pack, set pack, GWP, PWP, collateral)
	Warranty	Record Change/Alter Date
	Hazardous Material Class	Discontinued Date
	Point of Origin (Shipping)	Cancel Date
		Booking Date
		Availability Date
		Seasonal Availability Flag
		Minimum/Maximum Order Quantity
		Re-order Flag
		Lead Time
		Manufacturers Pack Size
		Weight/Cube/Dimensions

Outside Resources	Phone #	Fax #	Website address
Uniform Code Council	800-543-8137	937-435-7317	www.uc-council.org
VICS	609-620-4590	609-620-1201	www.vics.org
GXS/Open Text	800-294-2257		

LABELING REQUIREMENTS FOR EDI APPROVED VENDORS:

Every carton being shipped to the Omaha DC should have a compliant GS1-128 (formerly UCC-128) label. Please follow the GS1 US specifications when producing the GS1-128 label.

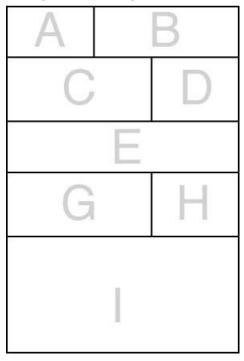
GS1 (formerly the Uniform Code Council) is the global standards authority for item (UPC /EAN) and logistical numbering. In addition to managing numbering assignments, GS1 provides the retail industry guidelines for supply chain identification. Every country has a regional organization and GS1 US is the non- profit organization in the United States. SRl's label requirements are based on the guidelines from the GS1 General Specifications 12.0. For detailed information regarding GS1 Identification, visit www.gs1us.org or www.gs1-128.info. You can contact them at 609-620-0200 or visit their website at www.gs1us.org.

NOTE: We know that some suppliers may need additional time to format their GS1-128 labels to the below specifications. If so, please immediately email: VendorCompliance@StageStores.com and advise as to your supplier name, supplier #, and anticipated timeline.

SRI has selected Bar Code Graphics, Inc. as the third party testing agency to certify suppliers for GS1-128 label compliance. Ship point certification of label compliance is critical to achieving an efficient supply chain. Suppliers should certify their GS1-128 label formats whenever software, hardware, or material is changed. Please visit http://stage.tradingpartner.info for information.

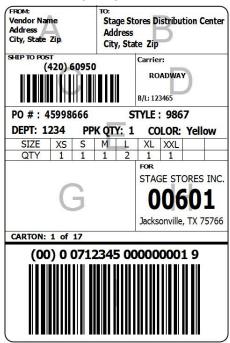
- Examples of the three SRI label types are as follows: Bulk SINGLE UNITS, Pre-Pack Bulk, and Packby-Store.
- Please select the label that reflects how the merchandise is packed. It is important to note that COLOR NAME on the GS1-128 label MUST match the information your company entered into your GXS electronic catalog. The FULL name of the color MUST be used (Up to your system limitations) with NO abbreviations.
- The GS1-128 label MUST be firmly attached to the proper carton side.

ZONE BREAKDOWN

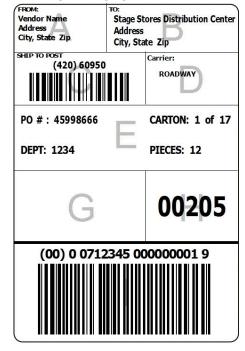




PRE-PACK BULK



PACK-BY-STORE



The above are generic SAMPLE labels. Labels must be populated with supplier's actual data.

ZONE SPECIFICATIONS

ZONE A SHIP FROM

Title FROM

Height 1.0 inch [25.4 mm] Width 1.25 inch [31.75 mm] Characteristic Mandatory

Data Content Supplier name and address of ship point

Data Source Supplier
Text Size 8 to 10 points

ZONE B SHIP TO

Title TO

Height 1.0 inch [25.4 mm]

Width 2.75 inch [69.85 mm] Characteristic Mandatory
Data Content Must be addressed to the Gordman's/SRI DC
Data Source 856 Segment N1 ST Text Size 12 to 14 points

ZONE C CARRIER ROUTING BAR CODE

Title Postal Bar Code Height 1.0 inch[25.4mm] Width 2.5 inch[63.5mm]

Characteristic Mandatory

Data Content 5 Digit Postal Zip Code
Data Source Zip code from Zone B above

BAR CODE SPECIFICATIONS:

Bar code symbology GS1-128

Height 0.5 inch [12.7mm]

X-Dimension 0.0196 inch [.508 mm] minimum

Quiet Zone 0.25 inch minimum. Each Quiet Zone preceding and following the bar code.

Bar Code Print Quality Minimum ISO/ANSI grade of "C" with 10 mil aperture

ZONE D CARRIER ROUTING INFO

Title Carrier Routing Information

Height 1.0 inch [25.4 mm] Width 1.5 inch [38.1 mm]

Characteristic Mandatory

Data Content Carrier Name, Bill of Lading# (optional)

Data Source 856 Segment TD and REF BM

Text Size 12 to 14 points

ZONE E TRADING PARTNER INFO

Title Trading Partner INFO

Information Height 1.0 inch [25.4 mm] Width 4.0 inch [101.6 mm]

Characteristic Mandatory

Data Content For BULK SINGLE UNITS: PO#, Dept., Size, FULL COLOR NAME, Style,

Quantity all REQUIRED. Sequential Carton Count is optional.

For PRE-PACK BULK: PO#, Dept., FULL COLOR NAME, Style, Pre-pack Breakout Detail, NUMBER of PREPACKS All Required (Example: If 2 – 6pc

packs in carton, # of PPks = 2). Sequential Carton Count optional

For PACK-BY-STORE: PO#, Dept., # of Pieces REQUIRED in that carton.

Sequential Carton Count is optional.

Data Source 856 Segments PRF, REF DP, SN1 and HL Text Size 8 to 10 points

NOTE: Any additional INFO detailed on the GS1-128 label MUST be accurate.

Suppliers using a carton contents labels MUST place this label directly to the left of the GS1-128.

ZONE G FINAL DESTINATION BARCODE

At this time, the Final Destination barcode is not in use. This may be added in the future.

ZONE H FINAL DESTINATION TEXT

Title Not Applicable

Height 1.5 inch [38.1 mm] recommended. Width 1.5 inch [38.1 mm]

Characteristic Mandatory

Data Content Mark for Omaha DC or Final Destination Store#

Data Source 856 Segment N1 BY will contain the appropriate number

Text Size 18 to 48 points

ZONE I SERIAL SHIPPING CONTAINER CODE

Title SSCC

Height 1.5 inch [38.1 mm] Width 4.0 inch [101.6 mm]

Characteristic Mandatory

Data Content Serial Shipping Container Code SSCC-18 generated by the shipper

Data Source 856 Segment MAN GM will contain the number

Note: Per GS1 Guidelines, an SSCC-18 number shall not be reallocated within one year of the shipment date.

BAR CODE SPECIFICATIONS:

Bar code symbology GS1-128

Height 1.25 inch [31.75 mm] minimum X-Dimension .0196 inch [.508 mm] minimum

Quiet Zone 0.25 inch minimum. Each Quiet Zone preceding and following the code. Human Readable Human readable #'s (Min font size 12) MUST be printed in this Zone

Bar Code Print Quality Minimum ISO/ANSI grade of "C" with 10 mil aperture

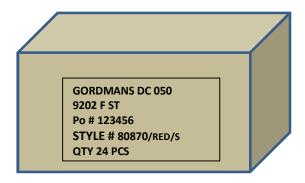
SHIPPING/CARTON LABELS

- Use standard size 4 x 6 in labels or stamped cartons.
- No less than 20 point font for stamped carton info and non-UCC labels.
- If using cartons stamped with shipping information and printed labels, please ensure that the information matches exactly. If it does not match, please cross out the stamped information on the carton. This includes any incorrect pictures or symbols.
- Please do not cover valid carton markings with a printed label that identifies the contents of the carton unless the same information is also on the carton.

NOTE: We request that suppliers become production EDI approved. To start this EDI approval process, please contact EDI@StageStores.com.

NON EDI DOMESTIC MASTER CARTONS:

Gordmans Omaha DC
Gordmans Purchase Order Number
Vendor Style/Color/Size (Color and Size when applicable)
Total Units per Shipping Carton



- Carton markings are only required on one side, preferred placement on the lower right of the long side as shown above.
- Make sure the style number(s) stand out for efficient sorting by using large and/or bold font.
- Professional or college team orders must have the team name on outside of carton.

DIRECT IMPORT MASTER CARTONS:

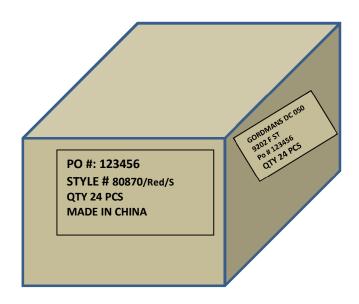
ON LONG SIDES-

Gordmans Distribution Center (DC)
DC Address
Gordmans Purchase Order (PO) Number
Total Carton Units

ON ENDS-

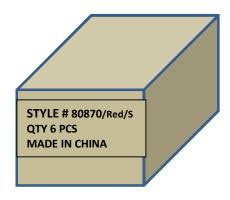
PO#

Vendor Style #/Color/Size Carton QTY Country of Origin



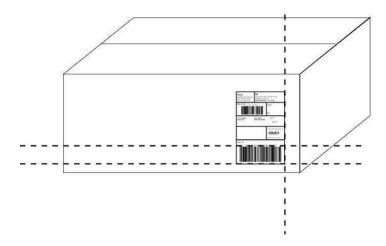
INNER CARTONS - DOMESTIC AND IMPORT:

Vendor Style/Color/Size (Color and Size when applicable)
Total Units per Shipping Carton
Country of Origin (*IMPORTS ONLY)



Label Placement/Quality Guidelines:

- Each carton is required to have one GS1-128 label.
- Labels must be placed on the longest side of the carton in the lower right hand corner. For cartons with equal width and length dimensions, the longest side of the carton is considered to be the panel which runs parallel to the top flap seam of the carton.
- Place carton in an upright position. Barcode must be read vertically. Do not place sideways or diagonally.
- The SSCC-18 bar code on the carton label is recommended to be 1 2 inches from vertical edge of the carton & ½" to 1" up from horizontal edge.
- Do not place SSCC-18 over a flap seam or around the corners of a carton.
- Do not place tape or packing materials over any bar code.
- Place only 1 GS1-128 label on a carton.
- If utilizing a carton contents label, this must be 100% accurate detailing the actual contents & placed immediately to the LEFT of the GS1-128. All elements of this content label must be readable.
- If utilizing a 'Fed-Ex' shipping label as your GS1-128 label, please locate as noted above.



- No matter the carton height, always place your GS1-128 label in the bottom right hand corner of the carton of the longest side. If a shorter carton, you may fold over the upper portion of the GS1-128 label.
- The GS1-128 label itself must be placed no more than 1-2" from vertical edge, and $\frac{1}{2}$ " to 1" from horizontal edge- as identified in the above picture.
- If the carton height permits, the supplier is required to place the GS1-128 Label on the carton in order to properly display as much of the complete label as possible- including "ZONE E". Displaying ZONE E will permit us to properly view the PO # information without down-stacking the received cartons.

DO NOT WRAP ANY PORTION OF THE 20-DIGIT BAR CODE ITSELF AROUND A CORNER, FLAP OR SEAM.

PRE-TICKETING

It is important that vendors pre-ticket our merchandise. When vendors pre-ticket goods for Gordmans, we share the benefits of improved merchandise flow and sales.

The "PRE-TICKETED" labels provided with Gordmans price tickets, must be attached to cartons on the side facing out and easily seen by the DC and stores.

Gordmans Vendor Ticketing Guidelines

All Vendor pre-ticketed merchandise must be received with a scannable UPC or EAN barcode attached to the merchandise. Do not use both UPC & EAN. Non-compliant expense charges are applicable if product is received without barcodes or non-scannable barcodes.

The Uniform Code Council (UCC) manages the UCC system in the United States. To obtain your Company Prefix or UPC barcodes, and for additional information regarding Industry Standards, please contact the UCC at either 800A543A8137 or via their website; www.ucAcouncil.org.

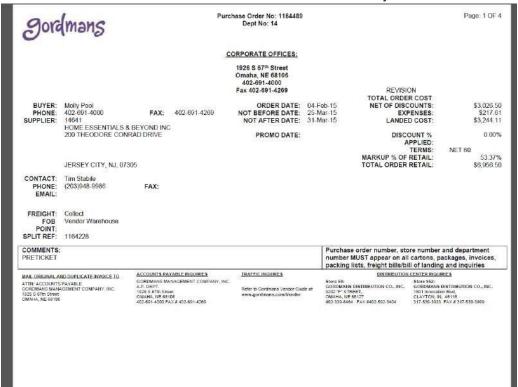
Ticket Type	Ticketing Requirement	Ticket Placement
Hang Tag, Large	Gordmans' name, UPC barcode, Department,	See Placement Guide
Sticky Tags	Class, Class Description, Item #, Size, Retail,	
	Comp Retail, Set (if present)	
Small Sticky,	UPC barcode, Department, Class, Class	See Placement Guide
Barbell and Piggy	Description, Item #, Retail, Comp Retail, Set	
Back Tags	(if present)	

Ordering Tickets

You two options: (1) use tickets from our preferred provider that have been pre-approved by Gordmans; or (2) create custom tickets using a vendor of your choice or printing in-house, subject to our prior written approval of the ticket design.

FineLine is our preferred ticket provider. We have automated purchase order data feeds, it has the current Gordmans' purple logo ticket stock available in the pre-authorized ticket types.

Contact Information: FineLine Technologies 800-500-8687 www.Finelinetech.com Pertinent Ticket Information: found in the comment section on your PO.



Retail Price: Merchandise requires Gordmans' retail on the UPC ticket. The ticket retail price must match Gordmans' PO retail price.



Product and Price Label Requirements

Seller is required to comply with all Federal Laws relating to product labeling, including but not limited to permanently affixed labels with accurate disclosures related to the following: care information; country of origin; wool products labeling; registered number; and fiber content.

The PO will indicate whether you are required to pre-ticket goods before shipping. For tickets/stickers, please contact Fineline Technologies: Megan Cape, mcape@finelinetech.com, 800.500.8687 ext. 3306

If pre-ticketing is required by the PO, you must those these guidelines:

- Adhesive price labels must be placed on hang tags and securely attached to product with plastic swiftachs.
- Do not attach to safety pins, ties, strings, chains, ropes or on top of a sticker that is already applied unless approved in writing by Vendor Compliance.
- Adhesive price labels must be placed right side up on a flat area and not in any of the following
 areas: corners; over / in creases; in an area that will cover the product's description, any product
 warnings and/or age recommendations; anywhere it could deface the actual product or leave
 behind an adhesive residue.
- Gordmans labels or hang tags are used, they should be on top ticket and in a prominent location.
 Previous customer's price tickets must be removed completely. Do not place Gordmans price ticket over the top.
- For toys and other boxed goods, please use the following price label placement hierarchy: 1st Front Upper right hand corner if it does not cover the products description; 2nd Front Any flat area that does not cover the products description; 3rd Back Upper right hand corner if it does not cover the products description; 4th Back Down by the UPC bar code; and 5th Bottom Any flat area that does not cover the products description.
- Please place on a few PRE-TICKETED MERCHANDISE" labels next to your carton information.
 This will alert our DC that the merchandise is already ticketed and can move straight to store processing.
- FYI- <u>Boxed</u> shoes require a UPC that properly identifies the carton contents. However, retail price marking, and department/class # on boxed shoes are NOT required.

Adhesive Price Label and Hang Price Tag Placement

Please refer to the examples on the following pages for proper adhesive price label and hang price tag placement. If further guidance is needed, please contact: VendorCompliance@StageStores.com.

MENS TICKET PLACEMENT GUIDELINES

TOPS



Adhesive Price Label: Affix to Vendor Hangtag

Hanging Price Tag: Swiftach to Left Side at Underarm or in Neck Label

PLEASE NOTE: The guideline for Tops above, are also used for MENS OUTERWEAR.

BOTTOMS



Adhesive Price Label: Affix to Vendor Hangtag or to Waistband Joker Tag

Hanging Price Tag: Swiftach to Left Side at Waist or to Side with Waist/Length Info

JUNIORS & MISSES TICKET PLACEMENT GUIDELINES

TOPS



Adhesive Price Label: Affix to Vendor Hangtag

Hanging Price Tag: Swiftach to Left Side at Underarm or in Neck Label

PLEASE NOTE: The guideline for Tops
above, are also used for WOMENS OUTERWEAR.

BOTTOMS



Adhesive Price Label: Affix to Vendor Hangtag or to Waistband Joker Tag

Hanging Price Tag: Swiftach to Left Side at Waist or to Side with Waist/Length Info

SKIRTS



Adhesive Price Label: Affix to Vendor Hangtag or to Waistband Joker Tag

Hanging Price Tag: Swiftach to Left Side at Waist

INFANT & TODDLER TICKET PLACEMENT GUIDELINES

TOPS



Adhesive Price Label: Affix to Vendor Hangtag

Hanging Price Tag: Swiftach to Left Side at Underarm or in Neck Label

INFANT SETS



Adhesive Price Label: Affix to Vendor Hangtag

Hanging Price Tag: Swiftach to Left Side at Underarm or Waist if Appropriate or in Neck Label

STUFFED ANIMALS



Adhesive Price Label: Affix to Vendor Hangtag

Hanging Price Tag: Swiftach to Vendor Label or Through Item

LINGERIE & SWIMWEAR TICKET PLACEMENT GUIDELINES

SWIM SEPERATES



Adhesive Price Label: Affix to Vendor Hangtag If There is a Picture, Affix to Back

Hanging Price Tag: Swiftach to Left Side at Underarm Hanging Price Tag: Swiftach to Left Side of Waist

PANTIES



Adhesive Price Label: Affix to Vendor Hangtag

BRAS



Adhesive Price Label: Affix to Vendor Hangtag

Hanging Price Tag: Swiftach to Left Side at

SLEEPWEAR TOPS



Adhesive Price Label: Affix to Vendor Hangtag

Hanging Price Tag: Swiftach to Left Side at Underarm

SLEEPWEAR BOTTOMS



Adhesive Price Label: Affix to Vendor Hangtag

Hanging Price Tag: Swiftach to Left Side of Waist

ACCESSORIES TICKET PLACEMENT GUIDELINES

BAGS



Adhesive Price Label: Affix to Vendor Hangtag

Hanging Price Tag: Swiftach Around Handle

GLOVES



Adhesive Price Label: Affix to Vendor Hangtag

Hanging Price Tag: Swiftach thru Sewn in Label

SCARF/SHAWL



Adhesive Price Label: Affix to Vendor Hangtag

Hanging Price Tag: Swiftach thru Sewn in Label or Lining

HOSIERY



Honging Price Tog: Swiftach thru Sewn in Label

TIES



SOCKS



Adhesive Price Label: Affix to Vendor Hangtag Adhesive Price Label: Affix to Vendor Hangtag or Band

Hanging Price Tag: Swiftach thru Sewn in Label Hanging Price Tag: Swiftach w/ & in Front of Vendor Hangtag

ACCESSORIES (CONTINUED)

BELTS



Adhesive Price Label: Affix to Vendor Hangtag or Back of Belt Rider

Hanging Price Tag: Swiftach Around Buckle

LEATHER GOODS



Adhesive Price Label: Affix to Vendor Hangtag

Hanging Price Tag: Swiftach thru Sewn in Label or Slide in Clear Picture Holder

HATS



Adhesive Price Label: Affix to Vendor Hangtag

Hanging Price Tag: Swiftach to Vendor Label or to Inner Band

SANDALS



Adhesive Price Label: Affix to Hanger or Vendor Hangtag

Hanging Price Tag: Swiftach Around Product

BOOTS



Adhesive Price Label: Affix to Vendor Hangtag

Hanging Price Tag: Swiftach thru Sewn in Label or Boot Lining

SUNGLASSES



Adhesive Price Label: Affix to Vendor Hangtag

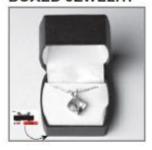
Hanging Price Tag: Attach String Tag at Hinge

PLEASE NOTE: Sandals and/or Boots must have the right and left shoe secured together with a black or white elastic string tie.

All Other Boxed Shoes are Matched to Manufacturer's UPC and Signed Accordingly in Stores

JEWELRY TICKET PLACEMENT GUIDELINES

BOXED JEWELRY



Adhesive Price Label: Affix to Bottom of Box

BOXED GIFTS



Adhesive Price Label: Affix to Upper Right Hand Corner.

CARDED JEWELRY



- Earring cards
- Ring cards
- Pin cards
- Necklace foldover cards
- Bracelet foldover cards
- Anklet foldover cards

Adhesive Price Label: Affix to Back of Card

WATCHES



Adhesive Price Label: Affix to Vendor Hang Tag or on Bottom of Box

Hanging Price Tag: Attach String Tag to Loop or Watch Buckle

BOTTLES



Adhesive Price Label: Affix to Bottom of Bottle

HOUSEWARES TICKET PLACEMENT GUIDELINES

NESTED ITEMS



Adhesive Price Label: Affix to Bottom Hanging Price Tag: Swiftach Around Product

GLASSWARE



Adhesive Price Label: Affix to Bottom

WIRE/METAL NON-BOXED ITEMS



Adhesive Price Label: Affix to Bottom or Vendor Hangtag Hanging Price Tag: Swiftach Around Product

FRAMES/MIRRORS



Adhesive Price Label: If Boxed, Affix to Front Upper Right Hand Corner. If No Box, Affix to Back of Product and On Front Glass

LAMPS



Adhesive Price Label: Affix to Vendor Hangtag Honging Price Tag: Swiftach Around Lamp Neck

LUGGAGE



Adhesive Price Label: Affix to Vendor Hangtag Hanging Price Tag: Swiftach Around Handle

PHOTO ALBUMS



Adhesive Price Label: Affix to Front Upper Right Hand Corner

BOXED ITEMS



Adhesive Price Label: Affix to Front Upper Right Hand Corner

CARDED ITEMS



Adhesive Price Label: Affix to Front of Card and Not Covering Product Info

HOUSEWARES (CONTINUED)

TOWELS



Adhesive Price Label: Affix to Vendor Hangtag or Band

PILLOWS



Adhesive Price Label: Affix to Back of Vendor Tag Hanging Price Tag: Swiftach In Left Side Seam

CHAIRS



Adhesive Price Label: Affix UNDER Seat Hanging Price Tag: Swiftach Around Leg

BEDDING SETS



Adhesive Price Label: Affix to Front Upper Right Hand Corner

RUGS



Adhesive Price Label: Affix to Vendor Tag Hanging Price Tag: Swiftach Thru Corner Binding

CABINETS



Hanging Price Tag: Swiftach to Handle Adhesive Price Label INSIDE Drawer if No Hang Tag Option Hanging Price Tag: Swiftach Around Stem

SHEET SETS



Adhesive Price Label: Affix to Front Upper Right Hand Corner

STOOLS



Adhesive Price Label: Affix UNDER Seat Hanging Price Tag: Swiftach Around Leg

SILK PLANTS



Adhesive Price Label: Affix to Vendor Hangtag

HOUSEWARES (CONTINUED)

CANDLES





Adhesive Price Label: Affix to Back or Bottom. Please DO NOT cover up Burn Warning!

PET SUPPLIES TICKET PLACEMENT GUIDELINES

HANGING TOYS



Adhesive Price Label: Affix to Front Upper Right Hand Corner or Vendor Hangtag

CARDED TOYS



Adhesive Price Label: Affix to Front Upper Right Hand Corner or Vendor Hangtag

PET BEDS



Adhesive Price Label: Affix to Vendor Hangtag. Hanging Price Tag: Swiftach Thru Corner Binding

For Pet Bowls, Please See Page 24 "GLASSWARE"

APPROVED HANG PRICE TAGS AND ADHESIVE PRICE LABELS FORMATS





ADHESIVE ELECTRONIC ARTICLE SURVEILLANCE (EAS) TAGS

We believe the most effective anti-shoplifting tools are Electronic Article Surveillance (EAS) systems. This technology identifies high theft risk merchandise and alerts store personnel when unauthorized removal is attempted. If you are required to apply EAS soft tags, your PO will indicate "EAS" in the Header notes. Please contact vendorcompliance@stagestores.com to obtain your EAS tags.



Adhesive Price Labels EAS Placement: Place the adhesive EAS ticket on the exact area you will be placing your Gordmans adhesive price label and place the Gordmans adhesive price ticket directly over the EAS ticket.







Hang Price Tag EAS Placement: Place the adhesive EAS ticket on the opposite side of the price on the hang tag.

VICS Hanger Standards and Hanging Guidelines

If a PO reflects that the goods are to be shipped floor ready or on hangers, then you must following these hanger guidelines. If PO reflects "Crown/Cap sizers," the proper sizer must be used on the size garment (i.e. "small" sizer on a "small" garment, etc.) and sizers must be affixed on the hanger (not arrive loose). 'Donut' sizers are NOT acceptable.

All hangers must meet the following specifications:

- Hangers must be on merchandise, not loose or seeded in cartons.
- VICS approved- purchased from one of the below listed approved hanger suppliers.
- Black with matte finish.
- Swivel metal hook.
- The physical size of the hanger should be appropriate for the garment, below are the SRI <u>suggested</u> hanger sizes outlined by department:

	Hanger		Hanger Style	
Department	Size	Color	#	
Mens Tops Womens Tops Boys Tops (sz 8-18) Girls Tops (sz 7-14)	17"	Black	484	2
Mens Bottoms Womens Bottoms Boys Bottoms (sz 4-7 & 8- 18) Girls Bottoms (sz 4-6x & 7-14)	10"	Black	6010/7010	
Mens Bottoms	12"	Black	6012/7012	
Boys Tops (sz 4-7) Girls (sz 4-6x) Tops Infant/Toddler Tops	12"	Black or White White ONLY	226	2

Mens Outerwear Womens Outerwear	17"	Black	3328/3329	
			,	
Activewear Swimwear	12"	Black	8212	
Bras and Panties		Clear or Black		

<u>Approved Hanger Vendors- ADVISE Hanger Supplier That Specific Order is for Gordman's/Stage</u> Stores

- Mainetti Group USA Contact: Irma Mendoza 562-484-1012 or Irma.Medoza@Mainetti.com
- Uniplast Industries (800) 225-0058
- Braiform /Plastiform Hangers NC (800) 738-7396; (CA) (800)283-0010; (NY) 800-426-4372
- GOH International East Coast- Laura Morrissey 732-276-1879; West Coast- Joe Weinmann 951-972-8865; or sales@goh-intl.com
- Sourcing Solutions (201)244-8817, <u>www.ss-intl.com</u>
- Terpac Plastic International, Inc. Antoinette Giorgi (800) 487-3974
- Visconti Garment Hangers, 866-484-6012, orders@viscontihangers.com, www.viscontihangers.com
- Capco Wai Shing (CWS), Francine Harkes (877) 777-7173, ext 402; or 201-407-1718

Transportation / Logistics: Domestic

Routing

Our transportation partner for all domestic FOB/collect shipments is Werner Enterprises. All domestic FOB/collect shipments must be routed using Werner's Order Management System (OMS) https://oms.werner.com. Contact the Werner Value Added Services (VAS) Customer Service Team by phone at 866-902-3897 or email srigordmans@werner.com to get set-up as a vendor or for additional assistance. Werner VAS Customer Support is available 7:00 a.m. to 5:00 p.m. CST Monday through Friday.

Once a shipment is routed, Werner VAS will send an email confirmation to the email address associated to the login used to request routing. If 24 business hours have passed and you have not received notification, please call the Gordmans/Werner VAS Customer Service Team @ 1-866-902-3897 or email srigordmans@werner.com.

Requirements

- Routing requests must be submitted to Werner at least 2 days prior to the PO Cancel date or "Not After" Date. Cut off time is 1:00 p.m. Central Standard Time.
- Shipments must be scheduled for pickup within the ship window written on the PO. After the cancel
 date, the PO will not be available to route against. You MUST contact your buyer to change this ship
 window.
- Entering accurate information into OMS is critical to optimize loads. This includes cube, weight, carton counts, and actual units shipped. Failure to provide accurate information when routing causes a delay carrier assignment and adds unnecessary expense.
- Physical loads must match data entered for routing.

Volume Truckloads or Container Loads

- When floor loading a full trailer or container, keep like styles/SKU's together.
- Vendors must load trailers and containers high, tight and as far up in the trailer as possible.
- When loading on pallets, always use 40 x 48 "four way" pallets and shrink wrap to secure. Exceptions must be approved in writing by the Traffic Manager at Traffic@stagestores.com.
- Free time for all TRUCKLOAD CARRIER SHIPMENTS are as follows: Each pickup has 1hr of free load time excluding pickups with more than 1500 cube. Shipments with more than 1500 cube have 2hrs of free load time. A chargeback will be assessed for any additional time over the free load time allowed.

Bill of Lading Requirements (Domestic Shipments)

Please combine same day shipments with single or multiple purchase orders for Gordmans departments on one master Bill of Ladings (BOL). The BOL must include:

- 1. Vendor name, address, and zip code.
- 2. Vendor Bill of Lading #.
- 3. PO # (for multiple POs shipping on one BOL, list each PO on the BOL and manifest, if applicable).
- 4. Number of cartons for each PO.
- 5. If palletized, the number of pallets for each PO and total pallets.
- 6. Weight for each PO on the BOL and total weight of shipment.
- 7. The appropriate commodity description, NMFC #, and class.
- 8. If routed truckload, list the seal # and trailer #; or if routed less than truckload (LTL), list the LTL pro #.
- 9. The BOL must specifically state Prepaid or Collect. Otherwise, carrier will assume terms are prepaid and charge the shipper the freight costs. We will not reimburse freight charges for failure to specify.
- 10. Attach the Packing List to the BOL or attached in an envelope to the Lead Carton on the same side as the carton label. Packing List must be detachable DO NOT USE OR COVER CARTON LABEL.

Shipments Routed Less than Truck Load (LTL)

When a shipment is routed LTL, it is the vendor's responsibility to contact the assigned LTL carrier within 24 hours of the scheduled pickup day entered into the Werner system. Carrier contact info is listed on Werner VAS email confirmation.

Shipments Routed to the Consolidator

We use PERFORMANCE TEAM (PT) to combine smaller shipments into truckloads to the DC (<u>www.ptgt.net</u>). PT has east and west coast centers.

PT West PT East

 12816 Shoemaker Ave.
 145 Talmadge Road

 Santa Fe Springs CA
 90670 Edison NJ 08817

 562-741-1395
 732-379-6050

- If your order is routed to our consolidator, PT will contact you within one (1) business day of notification from Werner to schedule a pick up.
- Freight picked up by PT is COLLECT and we will pay the transportation costs to PT.
- Vendors choosing to use their own carrier to deliver to PT must contact PT to schedule delivery at least 24 hours in advance. Any attempts to deliver without 24 hours' notice or outside the PO ship window will result in a refused shipment. Any additional expense incurred due to vendor noncompliance will be charged back to the vendor.

Shipments Routed Small Package (Parcel)

Shipments routed as "Small Package" must utilize FED EX as the carrier. "Bill to" address must be as follows: Stage, 2425 West Loop South, Houston, TX 77027. **No account # is needed**. Please use the "inbound collect" payment option. To aid in processing time, please enter the purchase order # in the reference field.

For questions regarding any Domestic transport of Gordmans merchandise, please contact ourTraffic Department at 402-691-4347 or Traffic@stagestores.com.

Transportation / Logistics: Imports

Direct Container (Import) Shipments

- Specialty Retailers, Inc. is the Importer of Record
- Vendor is responsible for compliance with all U.S. Federal, State and local laws, ordinances and regulations for all goods you ship.
- Changes to the purchase order must be approved in writing by buyer, <u>no later</u> than 5 days prior to shipment.

Booking Requests

- Please contact our freight forwarder and US Customers Broker Expeditors <u>at least</u> 14 days prior to the Ship/Cancel (Exit China) date on the PO. Expeditors information is available online at <u>www.Expeditors.com</u>. Follow the link for the Office Locator to find contact names and phone numbers to each Expeditors Office/port.
- When booking, please supply the total cartons, cubic measurement, PO number and item list so approval is not delayed.
- Booking requests will be relayed to our Import Department for approval prior to being accepted by Expeditors International.
- Once booking is approved, any changes to quantities, shipment dates, etc. must be approved by email to lmport@stagestores.com.

Required Documentation

- All shippers <u>MUST</u> provide Expeditors International with the <u>originals</u> of the Commercial Invoice, Packing List of Lading, Certificate of Origin and/or any other documents and forms required by US Customs. Please send <u>COPIES</u> to: Stage, Treasury Department, 2425 West Loop South, 6th Floor, Houston, Texas 77017.
- Electronically Released Ocean Bill of Lading* must be emailed to <u>all</u> of the following within three days
 of vessel leaving port of departure: lmport@stagestores.com and
 VendorRelations@stagestores.com.
- It is critical that SRI receives the required documents on time in order to clear customs and pick up the container from the rail yard. Any demurrage incurred due to lack of or untimely documentation will be charged to the vendor.
- All invoices and packing lists must be for one PO only. Do not combine multiple POs on one invoice or on one packing list.
- In accordance with the Consumer Product Safety Improvement Act of 2008, Certificates of Conformity
 must be available or included with required vendor documentation for any items intended for use by
 children 12 years of age and under.
- All textile shipments must include the manufacturing facility on the invoice for customs clearance.
- ISF Form (US CUSTOMS DATA ELEMENTS FORM) and Lacey Act Form (if applicable).

Payment Terms

If the applicable PO does not state payment terms, payment will be made by of wire transfer net 45 days from receipt of Required Documentation. If payment is by wire transfer, SRI requires electronically released Ocean Bill of Lading.

<u>DDP/POE IMPORT CONTAINER SHIPMENTS:</u> <u>DDP (Delivered Duty Paid), previously referred to as POE (Port of Entry) Import Orders</u>

- Vendor is the Importer of Record.
- Vendor is responsible for compliance with all U.S. Federal, State and local laws, ordinances and regulations for all product shipped.
- Vendors must supply a copy of the packing list, container number(s), and ETA to DDP point listed on the purchase order, <u>at least three days</u> prior to arrival of the container to <u>Traffic@stagestores.com</u> and <u>Import@stagestores.com</u> or fax required information to 402-592-3404.
- Vendors are responsible for trans-load charges on any orders which are written as a domestic order (FOB U.S. factory location) but are shipped DDP (POE) at vendor's discretion.

For orders shipped DDP (POE) to Los Angeles (West Coast) or New York (East Coast)

Please contact our consolidator for routing:

PT West PT East

12816 Shoemaker Ave. 145 Talmadge Road Santa Fe Springs CA 90670 Edison NJ 08817

562-741-1395 732-379-6050

For Orders shipped DDP (POE) to either of Gordmans' DC or the local rail yards

Please contact:

Gordmans Distribution Center

Traffic@stagestores.com Phone: 402-691-4347 Fax: 402-592-3404

US CUSTOMS DATA ELEMENTS FORM

(10 Data Elements Required for Importer Security Filing)

Required by Specialty Retailers, Inc. for all Shipments/Purchase Orders prior to booking with the Freight Forwarder or Ocean Carrier

** Specialty Retailers, Inc. requires all shippers to complete the information below and provide this form to the Freight Forwarder or Ocean Carrier when the shipment/ Purchase Order is booked prior to shipping. Failure to provide all the information required in the form will cause your booking to be rejected until the fully completed Form is provided. Incorrect information provided in this form causing delay in clearance with U S Customs or charges accessed will be paid by the shipper.

1. Manufact	urer Name & Address:		
2. Container	Stuffing location:		
3. Seller Na	me & Address:		
4. Consolid	ator Name & Address:		
		tailers. Inc. 10201 Main Street	
-			
-		ers, Inc.	
		N - 1 - 10 H - 10	
10. Commod	ty Harmonized Tariff Schedule	Number (6 or 10 digit):	
	Item	нтѕ	P.O. Number
<u> </u>			
<u> </u>			
ррет		Date	
and Dan		Title	

SOURCING AND MANUFACTURING REQUIREMENTS

Vendors are required to certify compliance with these standards upon request. If a vendor fails to certify its compliance with these standards, we may require that corrective action be taken, up to and including terminating its relationship with that vendor.

Compliance with Laws & Regulations

Vendors must comply with all applicable laws, regulations, and other legal requirements for all locales where they operate. If the compliance requirements in these terms provide a stricter standard, then the vendor must meet the minimum standards established by these terms.

No Use of Forced Labor

Vendors must not use involuntary or forced labor, regardless of whether in the form of indentured, bonded, prison or labor obtained through slavery or human trafficking.

No Use of Child Labor

Vendors must not use workers under the age of 14. If the minimum age for working or completing compulsory education in the country of manufacture is older, then workers must be at least that age.

No Discrimination

Vendors must not discriminate in hiring, compensation, benefits, advancement, discipline, termination or other employment practices, on the basis of gender, race, color, religion, nationality, age, disability, or sexual orientation.

No Harassment or Abuse

Vendors must treat workers with respect and dignity. Workers must not be subject to corporal punishment, or physical, sexual, psychological or verbal harassment or abuse.

Health & Safety

Vendors must provide workers with a safe, healthy and clean workplace designed to prevent accidents and injuries related to their work.

Wages & Benefits

Vendors must pay workers at least the minimum wage required by local law. If no minimum wage law applies, vendor must pay workers the prevailing industry wage. Vendors must also pay workers for overtime hours in accordance with applicable law. In countries that have not established premium overtime rates, vendors must not pay workers less than their regular hourly rate for overtime hours. All benefits required by law or regulation must be provided, including paid holidays and vacations.

Work Hours

Vendors must provide at least one day off in every seven day period. Workers should not be required to work more than 60 hours a week except in extraordinary business circumstances.

Compliance & Auditing

Vendors must communicate these terms to their factories, supervisors, workers and subcontractors. Vendors are strongly encouraged to use an independent third party to conduct periodic audits of factories, including those operated by subcontractors, to verify that they are complying with these terms. We reserve the right to audit factories producing our private label products. These audits may be unannounced and conducted by third parties and/or our personnel. If we determine that a particular factory does not comply with these standards, we may work with the vendor to develop and implement an appropriate corrective action plan. Nonetheless, we reserve the right to end its relationship with a vendor for an egregious or ongoing violation of our minimum standards.

Please complete the form on page 48.

TERMS AND CONDITIONS OF PURCHASE

Please read these Terms and Conditions of Purchase ("Terms") as they will govern all orders that Specialty Retailers, Inc. ("Buyer") places with you ("Seller") for the purchase of merchandise for Gordmans stores ("Goods"). These Terms together with the Vendor Support Agreement (the "VSA"), a hard copy purchase order issued by Buyer or order placed via EDI transmission ("PO"), and the remainder of the Vendor Compliance & Routing Manual ("Manual"), represent the entire agreement of the parties, and supersedes all prior or contemporaneous agreements or communications with respect to the subject matter of a PO ("Agreement"). The order precedence for Agreement will be the following: VSA; PO; Terms; and Manual. In the event of a conflict between the Agreement and any other documents, including those issued by Seller, the terms of the Agreement will control.

- 1. **Acceptance**. These Terms are binding upon execution of the VSA. A PO becomes a binding contract upon the first of the following actions by Seller: acknowledging acceptance of the order; or processing the order. Buyer may withdraw a PO at any time before it is accepted by Seller.
- 2. **Quantity**. Seller will deliver Goods in the quantities specified in each PO. If Seller delivers more or less than the quantity of Goods in a PO, then Buyer may either retain or reject Goods in whole or in part and return them at Seller's expense. If Buyer retains excess Goods, it does so at no cost.
- 3. **Delivery**. Time is of the essence with respect to delivery of Goods. Seller will comply with the "Do not ship before" and "Do not ship after" dates in each PO ("**Shipping Window**"). Seller will notify Buyer immediately if it encounters a delay in shipment or cannot ship Goods. Buyer may immediately terminate a PO if Seller fails to ship during the Shipping Window. Buyer may return any Goods delivered or shipped in violation of this section at Seller's expense. All Goods will be delivered to the address specified in the PO during normal business hours, or as otherwise instructed by Buyer.
- 4. Shipping. All Goods listed in a PO will be shipped in a single lot. Seller will schedule routing of Goods for shipment through Buyer's transportation management system (TMS) and provide Buyer any documents necessary to release Goods to Buyer. Seller agrees that Buyer has the right to charge Seller for the freight expenses for delivery related expenses, including administrative charges, if Seller fails to follow Buyer's shipping and delivery instructions.
- 5. **Title and Risk of Loss**. Notwithstanding any agreement to pay transportation charges, the risk of loss or damage to goods in transit passes from Seller to Buyer at the FOB point set forth in the PO. If FOB point is not clearly stated, then risk of loss shall pass: on delivery to Buyer's carrier; or, if Seller selects the carrier, delivery to destination.
- 6. **Packaging**. Goods will be packed for shipment in a manner sufficient to ensure that Goods are delivered in undamaged condition and according to Buyer's instructions set forth in the PO and Manual. Seller will provide Buyer prior written notice if it requires Buyer to return any packaging and return of such packaging will be made at Seller's expense.
- 7. **Inspection**. Seller will conduct testing and inspection to ensure compliance with the Manual and applicable laws. Seller will provide certification of conformity of Goods or documentation of product testing. Buyer has the right, but not the obligation, to inspect and test Goods both prior to shipment and prior to acceptance. Buyer may pay for Goods without having been deemed to have inspected or accepted them.
- 8. **Nonconforming Goods**. Buyer may cancel a PO in whole or in part if Goods or pre-production samples do not meet Buyer's quality standards. Buyer may reject Goods that don't conform to Seller's warranties or specifications at any time after delivery when the non-compliance becomes known (including latent defects). If nonconforming Goods are delivered, Buyer may: (i) cancel the undelivered portion of a PO and return all Goods or only the nonconforming Goods; (ii) repair and use the nonconforming Goods; or (iii) hold nonconforming Goods and resell or return them according to Seller's instructions. Seller is responsible for all Buyer costs associated with nonconforming Goods.
- 9. **Payment**. All prices are firm for a PO, and no additional charges will be allowed. Buyer will not be liable for any taxes of any kind related to the purchase/sale, transport, use, or possession of Goods. Payment terms will be as set forth in the VSA net from the receipt of goods at their destination. All payments will be made in U.S. Dollars. Buyer may set off any amount owing to it by Seller against any amount payable by Buyer to Seller.

- 10. Most Favored Customer. Seller agrees that if prior to delivery to Buyer, Seller's market price for the Goods ordered is reduced below the negotiated price, then Seller will reduce the price of the Goods delivered under the applicable PO to Seller's prevailing selling price at the time of delivery.
- 11. Warranties. Seller warrants that all Goods (a) will be free from any defects in workmanship, packaging, material and design; (b) will conform to applicable specifications, samples, and other requirements specified by Buyer, including those in this Agreement; (c) will be properly and accurately marked as to weight, measure, country of origin, contents, and ingredients; (d) will not be falsely or deceptively labeled, meaning Goods are authentic and do not violate the intellectual property rights of any third party; (e) will be fit and safe for their intended purpose and customer use and will be merchantable; (f) will be free and clear of all liens, security interests, or other encumbrances; (g) comply with all applicable laws, rules, and regulations applicable to manufacturing, distribution, sourcing, and sale of the applicable Goods; (h) if the Goods ordered require a consumer warning in connection with the sale or distribution of the Goods, Seller will place warnings that comply with the applicable laws directly on such Goods; and (i) if distribution of the Goods is restricted under any state or federal laws, Seller will advise Buyer in writing and wait for confirmation that Buyer wishes to proceed with the order before accepting the PO. These warranties are cumulative and in addition to any other warranty provided by law or equity.
- 12. **Indemnification**. Seller will be solely responsible for and will indemnify and hold Buyer, its parent, subsidiaries and affiliates, and their respective directors, managers, officers, employees and agents (collectively, the "**Buyer Indemnified Parties**") free and harmless from and will (at Buyer's sole option) defend Buyer Indemnified Parties against any and all losses, damages, liabilities, actions, judgments, reasonable attorneys' fees, costs, or expenses of whatever kind ("**Claims**") including Claims arising from or related to (a) any actual or alleged defect in Goods, including any Claim of strict liability in tort and/or failure to provide adequate warning; (b) actual or alleged infringement of any patent, copyright, trade secret, trademark or other intellectual property right arising from or related to any Goods; and (c) actual or alleged violation of any Applicable Law or breach of the Agreement by Seller, its affiliates, and/or their respective employees, agents and contractors.
- 13. **Intellectual Property**. Seller will not use Buyer's name or intellectual property, or any description that would reveal Buyer's identity, in any way without Buyer's prior written consent. Goods, any images provided to Buyer by Seller ("**Images**"), and Seller's name, logos, and trademarks ("**Seller Marks**") do not infringe upon or violate any intellectual property right of any third party. Any and all royalties owed by Seller with respect to Goods have been paid to the appropriate licensor. Seller hereby grants Buyer the intellectual property rights necessary to right to advertise Goods for sale.
- 14. **Insurance**. Seller will secure and maintain appropriate products and contractual liability insurance coverage in adequate amounts, including (a) commercial general liability insurance of at least \$1,000,000 per occurrence, \$5,000,000 aggregate; (b) personal and advertising injury insurance of at least \$1,000,000 per occurrence; and (c) products/completed operations insurance of at least \$1,000,000 aggregate. Such insurance coverage will be primary and not contributory and provide cross-liability coverage. Seller's insurance will name Buyer and its affiliates as additional insureds. Upon Buyer's request, Seller will give Buyer certificates evidencing such insurance coverage. Seller will bear its own insurance and insurance-related expenses and its liability will not be limited to its insurance coverage.
- 15. Compliance with Laws. Seller will comply with all applicable laws, rules, regulations and ordinances ("Applicable Laws"), and will require that all its employees, factories, contractors, subcontractors, vendors, and others are also in compliance with Applicable Laws. Seller will maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Seller will maintain and provide to Buyer all materials necessary for Buyer to document the Goods' compliance with this Agreement.
- 16. **Termination**. Buyer may terminate all or part of a PO with no liability to Seller if (a) goods have not been shipped; (b) Seller does not comply with any of the terms of this Agreement; or (c) Seller becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

- 17. **Limitation of Liability**. Under no circumstances will Buyer be liable to Seller under a PO for any amount in excess of the purchase price set forth on the face of a PO. Seller hereby waives all claims for incidental, special, exemplary, consequential, or punitive damages.
- 18. **Confidential Information**. All information conveyed by Buyer to Seller regarding its buying or selling strategy, actual or projected sales, together with the information set forth in the VSA and each PO are collectively "**Confidential Information**." Seller will use Confidential Information solely for purposes of fulfilling its obligations under this Agreement and Seller will not permit the use Confidential Information for any other purpose. Seller will hold Confidential Information in strict confidence.
- 19. Force Majeure. Seller's performance under a PO may be suspended to the extent that it is prevented or delayed by a situation beyond the reasonable control of Seller, without Seller's fault or negligence, which Seller could not have foreseen ("Force Majeure Event"), so long as Seller gives Buyer written notice of the Force Majeure Event as soon as practicable. Force Majeure Events include, but are not limited to, flood, fire, tornado, earthquake, epidemic, war, and terrorist acts. Seller's economic hardship or changes in market conditions are not Force Majeure Events. Seller will use all efforts to minimize the effects of a Force Majeure Event and resume performance under a PO. Upon receipt of notice of a Force Majeure Event by Seller, Buyer may terminate all or part of a PO immediately without any liability to Seller. If Buyer is affected by a Force Majeure Event, Buyer may cancel any unfilled portion of a PO, in whole or in part, without any liability to Seller.
- 20. Amendment, Modification and Waiver. Seller may adjust order quantities, prices and the Shipping Window, as long as the change is accepted by Buyer and confirmed in writing by the applicable buying office. Buyer reserves the right to modify the terms of the Manual at any time. If the Manual is revised, an updated Manual will be posted at www.gxs.com/gordmans and it will govern all POs accepted by Seller after the effective date of the Manual. All other terms of this Agreement may not be amended, modified or waived except in writing signed by an authorized representative of Buyer at VP level or above.
- 21. Dispute Resolution. All matters relating to a PO will be governed by the laws of the State of Texas, without regard to its conflict of laws provisions. Any legal proceeding relating to any PO will be instituted in the state or federal courts of Harris County, Texas. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. The prevailing party in any dispute between the parties is entitled to recover attorneys' fees, costs, expenses, and other costs related to such dispute from the other party.
- 22. **Assignment**. Seller will not assign, transfer, delegate or subcontract any of its rights or obligations under a PO without the prior written consent of Buyer. Any purported assignment or delegation in violation of this section will be void. No assignment or delegation will relieve Seller of its obligations hereunder. Nothing in this section will prohibit Seller's subcontracting, to one or more third parties, of the production of all or part of Goods.
- 23. **Notices**. Any notice or other communication provided under this Agreement will be in writing and will be delivered personally, sent by express courier, sent by registered post (return receipt requested), or sent by email (delivery receipt requested). Any such notice will be deemed given when actually received. Either party may change its address for notices by giving ten (10) days written notice of the change to the other party. Notice to Seller will be provided at the business address or email address set forth on the face of a PO. Notice to Buyer should be provided at: Specialty Retailers, Inc.; Chief Legal Officer; 2425 West Loop S, 11th Floor; Houston, Texas 77027; with a copy to legalnotices@stagestores.com.
 - 24. **Miscellaneous**. The parties are independent contractors. No relationship of exclusivity will be construed from this Agreement or any PO. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision. The rights and remedies under this Agreement are cumulative and in addition to any other rights and remedies available at law or in equity. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Agreement or any PO hereunder including, but not limited to, the following provisions: Set off, Warranties, Indemnification, Insurance, Compliance with Laws, Confidentiality, Dispute Resolution, and Miscellaneous.

Gordmans Purchase Order How-To

Run Date: 08 Report	Run Date: 08/01/2017 16:19 Report : RMPCOETL			PURCHASE ORDER DETAIL	TAIL	June no	0 - 2	P ₂	Page 1 of 2	
BUYER	2013	A MARKWAY - WALL ARTFRAMES					PO NO PO TYP NOT BE NOT AF ORDER	PO NO 22647371 DE PO TYPE DO - Domestic Other NOT BEFORE DATE OND AFTER DATE ORDER DATE TERMS	DEPT 6445 er 103017 11/03/17 08/01/17	
ECOMM Flag	-	not pre tickeled					OTB EC	OTB EOW_DATE Status	11/18/11 S	
SHIP TO FREIGHT	6050 NI STAGE P	6050 NE. Omaha, Nebraska STAGE PAYS ALL SURFACE		Distribution Center Address 9202 "F" Street Omaha, NE 68127	inter Addres t 127		CARRIER FOB PT	CONSOLIDATOR	œ.	
NAN	STYLE	DESCRIPTION	SKU	UPC	PACK	CONTENT	OTY	UNIT	EXTENDED COST	
91127	23872084	8X7 SLAT BOX SIGN FRIENDS MULTI-ASSORT 1 PACK TOTAL: (160181) 91127 MULTI [2]	23872085	883504911276	120	2 2 2	240	3.75	900.006	ĺ
91131	23872086	5X12 SLAT BOX SIGN LOVE MORE MULTIASSORT PACK TOTAL: (160181) 91131 MULTI [2]	23872087	883504911313	120	2 2	240	9.00	1080.00	
91143	23872088	8X8 SLAT BOX SIGN MY HEART MULTI ASSORT PACK TOTAL: (160181) 91143 MULTI [2]	23872089	883504911436	120	2 2	240	4.25 8.50	1020.00	
91144	23872090	8X5 SLAT BOX SIGN DOGAMUTLASSORT PACK TOTAL: (160181) 91144 MULTI [2]	23872091	883504911443	120	7 7	240	3.50		
		BUYER TOTAL					096		3640.00	
				Sordmans						

Gordmans Purchase Order Confirmation "How To"... Cont.

<u>Item # Description</u>

- 1. Our required color and size description, used for PO entry.
- 2. The inner pack quantity, used for our internal allocation purposes.
- 3. The number of inner packs ordered.
- 4. Total number of units ordered.

Click here to see Gordmans Routing Guide

5. On the final page of every Purchase Order PDF there is a clickable link to the most updated version of the Gordman's routing guide.

VENDOR COMPLIANCE CERTIFICATION SOURCING AND MANUFACTURING MERCHANDISE

The company identified below ("Vendor") certifies to Specialty Retailers, Inc. and its parents, subsidiaries and affiliates ("Stage Stores") that:

- Vendor has exercised due care and established systems, policies and procedures to ensure legal compliance and is aware of no information that reasonably suggests that any of the goods supplied to or manufactured for Stage Stores are in violation of any applicable laws, rules, and regulations.
- Vendor will comply with Stage Stores' Vendor Compliance Requirements (located at http://www.gxs.com/stage), including, without limitation, Stage Stores' Vendor Compliance Requirements for Sourcing and Manufacturing Merchandise.
- Vendor understands and agrees that Stage Stores may monitor compliance through audit reviews or documentation verification or otherwise.

By executing this Vendor Compliance Certification, the authorized signatory of the Vendor attests and certifies that, as of the date set forth below, the foregoing is true and correct.

Enter ALL Applicable Vendor #s:	
Legal Operating Name of Vendor:	
Address, City, State, Zip	
Printed Name of Signatory	Title
Signature	Date
Email address:	

Please email signed/completed copy of this form to: VendorCompliance@stagestores.com Suppliers that have not completed this form MUST do so immediately. ALL Suppliers must complete this form. Send your questions to: VendorCompliance@stagestores.com