The B E S T Plan
BELK EXPEDITED STOCK TURN

DOMESTIC VENDOR
TRADING PARTNERSHIP
GUIDELINES

Revised February 14, 2013

(Belk International vendors should refer to The International BEST Plan)

(Fine Jewelry Vendors should refer to the Fine Jewelry Best Plan
Departments 543, 544, 545, 546, 549, 550, 552, 551)
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INTRODUCTION

How to Use This Manual

This manual is provided as an overview of the basic requirements related to merchandise technology, distribution, transportation, accounts payable, and to address specific information and reference material. Each section will explain the Belk organization's basic requirements accordingly. The sections also address the various business functions, elements, and components for the Belk Floor Ready Merchandise and our Vendor Compliance programs.

The following pages identify the expectations and requirements Belk, Inc. has for our Trading Partners and Suppliers, as well as the cycle time definitions and improvement objectives.

We encourage you to make several copies of this document and distribute them to the appropriate individuals within your organization. Please visit our Web site WWW.BELK.COM for updates to this manual. Updates will be listed at the bottom of the Table of Contents page and highlighted in red and shaded in the body of the manual.

If you have specific questions on any section, please contact the individual or specific area of responsibility listed within that section.

Special Notes

Jewelry, watches, furniture, and Special Hard Goods Vendors: This manual focuses on general merchandise and apparel. For additional information pertaining specifically to furniture or special hard goods, be sure you discuss the details with the appropriate Belk buyer.

THE BELK VISION

The Belk Mission Statement

To be the customer-focused department store that delivers superior quality, fashion, value, and service.

Our Commitment

Technology and the use of information are the enablers of the future. The Belk organization, through this BEST Plan, is committed to the use of information, technology, responsiveness, and superior merchandising to continue Belk’s tradition of superior customer service.

Changes in technology have supported and enabled new processes and ways of doing business with our Trading Partners and Suppliers. We are in a more favorable position today than several years ago with regards to total cycle time. Floor-Ready Merchandise (FRM) and Vendor Compliance initiatives have accounted for the reduction in “days of inventory” in our pipeline. Reducing the overall cycle time (from vendor door to selling floor) has dramatically improved service levels (in stock positions) in our stores. Having the right merchandise in the right place at the right time is a fundamental key to our vision of the future.

We believe and recognize that there is power and value in partnerships. With partnerships come commitment, unity, and action. This manual is designed to provide specific guidelines, direction, and support of our vision for our partners. Our continued partnership with your company is vital to the success of these initiatives.

Your Role

In this manual, you will find the details and requirements for vendor technology standards. We expect our vendor partners to:
♦ Provide an accurate electronic UPC catalog via Inovis (formerly QRS), our preferred third party catalog provider.
♦ Mark 100% of your merchandise with Universal Product Codes (UPC) tickets or European Article Number (EAN).
♦ Provide the appropriate Voluntary Inter-industry Commerce Standards (VICS) floor ready hanger and sizer for hanging merchandise. (Please refer to the Floor Ready Hanger Program file on our Web site.)
♦ Submit an accurate and complete Advance Shipment Notification (ASN) at the detail carton level to Belk, at the time the shipment is picked up by the carrier.
♦ Mark all cartons with the corresponding GS1-128 shipping container labels.
♦ Ship merchandise in separate cartons and packages per store shipment (no master packs).
♦ Follow and adhere to the assigned Transportation Routing instructions for shipping merchandise.
♦ Do not ship/invoice without a valid purchase order (PO), either via EDI or a computer printed purchase order form. (Phone orders, worksheets, verbal commitments, etc., are not valid.) For a copy of the Belk EDI mapping guideline, call our Belk Stores Services EDI Specialist at (704) 426-6569.

Acceptable Business Practices at Belk

Belk values our relationship with our vendors and business partners, and we would like to be clear on practices that could violate our code of ethics and seriously damage that business relationship.

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 our 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 our competitors in any unethical manner or in ways that would violate international, federal, state or local laws.

Reporting Fraud or Unethical Business Practices
Please report any suspected fraud or unethical 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 hour, 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 of our vendors and business partners.
Code of Conduct Vision

We will build Human Rights values and Sustainability into everything we do, so that as we grow so will the values that we operate under. By signing the Belk Code of Conduct companies are, within their scope of influence, committed to acknowledge the social and environmental standards expressed within this Code and to undertake measures for their implementation and compliance.

Human Rights

Legal Compliance: The Belk factory, vendor or supplier must always comply with the highest standards whether they are the applicable local laws and regulations or industry standards or Belk Code of Conduct specific requirements.

Freedom of Association and Collective Bargaining: Belk suppliers must respect the workers’ right to join organizations of their own choice

Prohibition of Discrimination: The Belk supplier shall not discriminate against workers on the basis of race, religion, beliefs, gender, marital or maternal status, age, political affiliation, national origin, disability, sexual orientation or other basis not directly impacting on a workers individual skills and ability to perform the job.

Compensation: Wages paid for regular working hours and overtime hours shall meet or exceed legal minimums and/or industry standards; illegal, unauthorized deductions from wages shall not be made.

Working Hours, Wages & Benefits: Belk suppliers shall conform with applicable national laws and industry standards for working hours, compensation, benefits and overtime compensation. Workers shall not be required to work more than sixty (60) hours per week on a regular basis, including overtime. Overtime hours shall be on a voluntary basis.

Workplace and Worker Health and Safety: The Belk supplier shall ensure compliance with applicable laws and regulations relating to health and safety issues including classification, workplace risk analysis, reporting and inspections by authorities. The required corrective actions from such inspections shall be documented and completed within the set timeframe.

Prohibition of Child Labor: Belk does not accept child labor. Our suppliers shall not make use of child labor and shall 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.

Prohibition of Forced and Compulsory Labor: The Belk supplier shall not make use of any of the forms of forced, prison, bonded or any involuntary labor. 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.

Management Systems: Belk 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 Belk Code of Conduct can be followed and is being followed. All supplier employees shall have access to this Code of Conduct.

Sustainability

Project Management: The Belk supplier shall have an environmental policy and monitoring plan with the support of an Environmental Project Management committee working to improve the supplier’s environmental performance.

Resource and Energy Management: The Belk supplier shall have as part of the oversight of their Environmental Project Management committee a policy of measuring and recording energy and resource consumption for all buildings and processes.

Environment – Air, Noise, Water and Ground: The Belk supplier must meet or exceed minimum compliance with applicable laws and regulations relating to environmental protection including environmental classification, reporting and inspections by authorities.
**Chemicals:** The Belk supplier shall ensure compliance with applicable laws and classification regulations relating to purchasing, storing, handling, use and transportation of chemicals. The supplier shall have valid permits for all chemicals that are legally restricted or controlled and shall demonstrate compliance with these permits.

**Hazardous and Non-Hazardous Waste:** The Belk supplier shall ensure compliance with applicable laws and regulations relating to the handling, storage, transportation, recycling and disposing of hazardous and non-hazardous waste and if required obtain the necessary permits and demonstrate compliance with those permits.

**Fire Prevention:** The Belk supplier shall insure 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.

**Terms of Implementation**

All Business Partners must post the Belk 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. Business Partners 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 Belk Code of Conduct shall be presented to workers and explained to them. From time to time Business Partners shall periodically review the Belk Code of Conduct with workers.

**Belk Private Brands Code of Conduct**

It is important that Belk Private Brands place business on behalf of its consumers and stockholders with vendors and supply chain partners whose practices are compatible with Belk’s brand values. Therefore, in accordance with these values the Belk Private Brands Code of Conduct aims to achieve compliance with certain social, legal, human rights and environmental standards. By signing the Belk Private Brands Code of Conduct companies are, within their scope of influence, committed to acknowledge the social, legal, human rights and environmental standards laid down in this Code and take appropriate measures within their company policy for their implementation and compliance. Supplier companies, in addition, must ensure that the Code of Conduct is also observed within their own supply chains involved in production processes carried out on behalf of Belk.

This Code of Conduct outlines the basic requirements that all Belk Private Brand Supply Chain partners must meet in order to do business or continue to do business with Belk Private Brands.

**Human Rights**

1. **Legal Compliance**

   Compliance with all applicable local laws and regulations, industry highest standards, Belk Code of Conduct specific requirements and any other relevant statutory requirements whichever requirements are more stringent. This not only includes compliance with the Code of Conduct but also compliance with the terms and conditions of purchase orders issued by or on behalf of Belk Private Brands which apply to the importation into the United States of products sourced by or for Belk Private Brands. Special attention shall be paid to those regulations governing country of origin, quota, tariff classification, marking and special trade programs allowing duty-free or reduced duty treatment for good (e.g.: Generalized System of Preferences, NAFTA, etc.)

2. **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.

3. **Prohibition of Discrimination**

   Belk 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
workers individual skills and ability to perform the job. No discrimination shall be tolerated in hiring, remuneration, access to training, promotion, termination or retirement.

4. **Compensation**

Belk suppliers shall pay wages for regular working hours and overtime hours shall meet or exceed legal minimums and/or industry standards. In situations in which the legal minimum wage and/or industry standards do not cover living expenses and provide some additional disposable income, supplier companies are further encouraged to provide their employees with adequate compensation to meet these needs. 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. Supplier companies shall ensure that wage and benefits composition are detailed clearly and regularly for workers; the supplier company shall also ensure that wages and benefits are rendered in full compliance with all applicable laws and that remuneration is rendered in a manner convenient to workers. All overtime shall be reimbursed at a premium rate as defined by national law. In countries where a premium rate for overtime is not regulated by law or a collective bargaining agreement, personnel shall be compensated for overtime at a premium rate or equal to prevailing industry standards.

5. **Working Hours, Wages & Benefits**

Belk suppliers shall conform with applicable national laws and industry standards for working hours, compensation, benefits and overtime compensation. Workers shall not on a regular basis be required to exceed the maximum allowable 60 hours per week, including overtime. Studies of business practices link worker strain to reduced productivity, increased turnover and increased injury and illness. Workweeks are not to exceed the maximum set by local law or be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers shall be allowed at least one day off per seven-day week. Overtime hours shall be worked solely on a voluntary basis. In cases where overtime work is needed in order to meet short-term business demand and the company is party to a collective bargaining agreement the company may freely negotiate with worker organizations representing a significant portion of its workforce, the company may require such overtime work in accordance with such agreements.

6. **Workplace and Worker Health and Safety**

Belk suppliers shall ensure compliance with applicable laws and regulations relating to health and safety issues including classification, workplace 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 in the course of 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.

7. **Prohibition of Child Labor**

Belk does not accept child labor. Our 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.

8. **Prohibition of Forced and Compulsory Labor**

The Belk 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 hold any part of any personnel's salary, benefits, property, or documents in orders to force such personnel to continue working for the company. Personnel shall have the right to leave the workplace premised 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.

9. **Management Systems:** Belk 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 Belk 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.

**Sustainability**

1. **Environmental Project Management**

The Belk supplier shall have an environmental policy and monitoring plan with the support of an environmental management committee working to improve the suppliers environmental performance. Supplier must comply with all applicable local, U.S. and international laws, rules, regulations and standards including U.S. regulations prohibiting the use of ozone depleting chemicals (hydrochlorofluorocarbons) and the International Trade in Endangered Species of Wild Fauna and Flora, as listed in the United States Endangered Species Act of 1973; as well as any modifications or amendments to these laws, rule regulations and standards. While Belk may employ L&F and third party auditors to insure compliance with this Code of Conduct, the preliminary terms of implementation shall accept self-declaration to comply with these requirements.

2. **Resource and Energy Management**

The Belk supplier shall have as part of the oversight of their Environmental Project Management committee a policy of measuring and recording energy and resource consumption for all buildings and processes. Suppliers must comply with all applicable local, U.S. and international laws, rules, regulations and standards related to resource and energy consumption. Each supplier after one year of measuring and monitoring energy and resource consumption shall set targets for reductions annually.

3. **Environment**

**Air, Noise, Water and Ground** - The Belk supplier must meet or exceed minimum compliance with applicable laws and regulations relating to environmental protection including environmental classification, reporting and inspections by authorities.

**Outdoor Air & Noise pollution** - The Belk supplier shall meet compliance with applicable laws and regulations relating to emissions to the air and noise pollution and, if required, obtain the necessary permits and test reports.
Ground & Water - The Belk supplier shall ensure compliance with applicable laws and regulations relating to discharges to ground and water and, if required, obtain the necessary permits and test reports.

Ground Contamination - The Belk supplier must ensure compliance with applicable laws and regulations regarding ground contamination. The Belk supplier shall investigate and assess the possible risks of ground contamination, due to previous or ongoing activities on the site. The Belk Supplier shall have practical plans in place to reduce the environmental impact from production and operations.

4. Chemicals

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

The workers that purchase, store or handle and use chemicals must have the right competence and adequate training before start work. Records of the training shall be kept by the Belk 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.

5. Hazardous and Non-Hazardous Waste

The Belk supplier shall ensure compliance with applicable laws and regulations relating to the handling, storage, transportation, recycling and disposing of hazardous and non-hazardous waste and if required obtain the necessary permits and demonstrate compliance with those permits. The Belk supplier shall establish and maintain a list of hazardous waste and non-hazardous waste in order to monitor the type and quantity that is generated. The list shall clearly show which type of waste is hazardous and which is not, and be continuously updated.

A procedure shall be established for handling, storing, transporting and disposal of hazardous waste that prevents harmful emissions to air, ground and water, prevent risks of ignition/explosion and ensure workers health and safety. The Belk supplier shall ensure that workers handling hazardous waste have the right competence and are adequately trained. Records of training shall be kept by supplier.

The Belk supplier shall store, handle and transport waste in a way that prevents contamination to air, ground and water, ensure workers health and safety and facilities recycling when possible. Contractors for transport, storage and final disposal of hazardous waste must be licensed according to applicable legislation. Hazardous waste shall not be land-filled or incinerated on-site. If non-hazardous waste is land filled or incinerated on-site all relevant legal requirements shall be fulfilled.

6. Fire Prevention

The Belk 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 or workers must be trained to use the fire fighting equipment in each work area, covering all shifts. Records of the training shall be kept by the Belk supplier including names of participants, dates of the training and an overview of the training content. All workers shall be made aware of basic safety issues before starting work through introductory training. The supplier shall have the appropriate fire fighting equipment. Placement and maximum distance
between fire extinguishers shall comply with applicable laws and regulations and/or specific approvals from the fire authorities. The fire fighting 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 Belk 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. The Belk 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 activation, the Belk 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.

Terms of implementation

All Business Partners must post the Belk 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. Business Partners 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 Terms of Engagement shall be presented to workers and explained to them. From time to time Business Partners shall periodically review these Terms of Engagement with workers.

All suppliers are obliged to take the measures necessary to implement the BELK Code of Conduct:

Management Responsibilities:

- By informing management and suppliers about the content of the Belk Code of Conduct.
- By establishing where responsibility lies within the company’s organization regarding Belk Code of Conduct issues.
- By appointing one or more management employees to be responsible for implementation of the Belk Code of Conduct.
- By monitoring company compliance with the Belk Code of Conduct and implementing necessary changes at its facilities.

Legal Requirements:

- By complying with all legal requirements applicable to the conduct of their respective businesses. This not only includes compliance with this Code of Conduct but also compliance with the terms and conditions of purchase orders issued on behalf of Belk.
- By compliance with all laws and regulations of the United States Customs and Border Patrol, FDA (Food and Drug Administration) and all other governmental regulatory agency policies. Products that are manufactured for Belk must also be compliant to the CPSIA (Consumer Product Safety Improvement Act.
- By adherence to all requirements under Belk International’s C-TPAT and ISA (Importer Self-Assessment) Program certifications.

Employee Awareness:

- By giving a statement of their support for the principles of the Belk Code of Conduct to their employees and by informing and instructing their employees and those of their subcontractors regarding the contents of the Belk Code of Conduct. The company must have the Belk Code of Conduct translated in its entirety into the appropriate local language(s) ad have it
displayed in a prominent position at its facility and other premises. Employees must also receive verbal orientation and information regarding Code of Conduct in a language they understand.

- By regularly training employees in workplace safety and on the impact of their activity on society and the environment.

**Record-keeping:**

- By keeping records of names, ages, working hours and the wages paid to all employees and making those documents available to auditors on request.
- By documenting the location of dangerous materials and other potential hazards.
- By monitoring and maintaining safety equipment and materials.
- By keeping up to date documentation regarding relevant statutory requirements and regulations.

**Complaints and Corrective Action:**

- By appointing an employee responsible for handling complaints related to Belk issues.
- By documenting and investigating complaints from the employees or third parties related to Belk issues, and reporting on their substance and any necessary corrective measures arising from them.
- By making the resources available to implement necessary corrective measures.
- By refraining from dismissals or other disciplinary measures against employees who pass on information regarding compliance with the Belk Code of Conduct.

**Suppliers and Sub-Contractors:**

- By making the introduction of social standards and compliance with the Belk Code of Conduct a condition of all contracts into which it enters with suppliers.
- By asking suppliers to report regularly about their progress in implementing the Belk Code of Conduct.

**Monitoring:**

- By providing Belk representatives with relevant information about their activities and all production sites.
- By allowing audits of their business premises and activities and those of their subcontractors to be carried out at any time with or without prior notice by organizations acting on behalf of Belk.

**Consequences of Non-Compliance**

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

Declaration of Liability Regarding Compliance with the Belk Code of Conduct

We, the undersigned hereby confirm:

- That we have received and understand the Belk 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 or LiFung on behalf of Belk in case of conflict between provisions of the Belk Code of Conduct and any applicable laws or regulations in our countries of operation.
- That we will observe and conform to the Belk Code of Conduct in its entirety based on a development oriented approach and without amendment or abrogation.
- That we will inform all of our subcontractors of the contents and requirements of the Belk Code Of Conduct, and that we will require that they also comply with the provisions incorporated therein.
- That LiFung and any organization acting on Belk’s behalf may carry out audits with or without notice at business premises of our contractors and subcontractors at any time.

Furthermore:

- We shall notify Belk or LiFung on behalf of Belk of the location of all business premises used for the production of goods and/or delivery of services for Belk or LiFung on behalf of Belk. We guarantee that the production of goods and/or delivery of services for Belk or LiFung on behalf of Belk is carried out exclusively at the locations we have indicated. We understand that failure to inform Belk or LiFung on behalf of Belk of the location where work for its products and/or services are carried out is adequate justification for the immediate and unconditional termination of all business and contractual relationships.

We will use the Belk Private Brands Code of Conduct for purposes relating to business and monitoring activities on behalf of Belk.

CONDITIONS OF BELK PURCHASE ORDER

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 of $25 + 10% of the merchandise cost per store per violation. 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 of $25 + 10% of the merchandise cost per store per violation may be imposed.

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 any other casualty affecting the premises of 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 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 an expense offset charge of $25 + 10% of the merchandise cost per store per violation, 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 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 hereunder has been or will be advertised, priced, stamped, labeled, tagged, marked, invoiced, and delivered in full compliance with all applicable federal, state, and local government laws, rules, and regulations.
   C. Guarantee that all merchandise ordered hereunder has been or will be manufactured, compounded, or produced in full compliance with all applicable 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.
   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, and expense (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 Purchaser's use, sale, or offering for sale of any merchandise ordered hereunder; and
      (3) Purchaser's and Purchaser's customers' reliance upon the warranties set out in B, C, and D above.

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. 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.

**MERCHANDISE TECHNOLOGY**

*Our Commitment*

We have made a commitment to the industry-wide technologies that utilize Universal Product Code (UPC) and Electronic Data Interchange (EDI). The BEST Plan capitalizes on the use of merchandise information. We believe that through the use of technology, we can both realize significant sales and stock turn increases, cost reductions, and mutual profitability.

*Universal Product Codes (UPC)*

Vendor UPC marking forms the foundation of our technology program. By utilizing vendor UPC's and associated data for internal and external communication "we can speak the same language". All Belk UPC requests are within the accepted industry guidelines. Please be sure to:
Assign UPC numbers at the stock keeping unit (SKU) level using National Retail Federation (NRF) standard color and size codes.

Mark 100% of your merchandise with vendor UPC. (Belk systems are equipped to utilize the International/European Article Numbers (EAN) as well as UPC. Do not ticket with both UPC and EAN).

Affix your UPC tickets so as to ensure that the merchandise will not be damaged. (Use a plastic swift-attach device or label, do not loop strings around buttons or use strings attached with pins.)

Subscribe to and provide your UPC catalog electronically via Inovis (formerly QRS) in advance of offering the product to us.

Never re-use UPC's or Product ID's (PID's) until after 30 months from date of last shipment for apparel and 48 months for all other items.

Size ranges cannot be changed once your UPC's have been communicated to us. For example, "size 5" cannot be changed to "small".

UPC codes must be assigned for and tickets applied to all GWP's (gift with purchase) and PWP's (purchase with purchase). These codes must be included in your UPC catalog and on all EDI documents.

You should maintain a quality control program to ensure that your UPC tickets are able to be scanned.

UPC catalog data must be provided through Inovis (formerly QRS) (877-4-INOVIS), our preferred third party catalog provider. Your catalog must include UPC, PID and PID description, NRF color and color description, NRF size and size description, manufacturer's suggested retail price, and discontinue dates.

For information on Inovis (formerly QRS) UPC Catalog or the NRF color and size standards, please contact:

**Inovis, Inc.**
1400 Marina Way South
Richmond, CA 94804
(877) 4-INOVIS

**National Retail Federation**
701 Pennsylvania Ave. N.W. Ste 710
Washington, DC. 20004
(202) 783-7971

**Note: Industry Standards**

Your UPC tickets should be created and affixed following the specifications in the Uniform Code Council "GS1 Marking Guidelines for General Merchandise and Apparel".

Your UPC catalog should be created following the specifications in the Uniform Code Council "GS1 Data Communication Guideline for General Merchandise and Apparel". For more information, call the Uniform Code Council at (973) 435-3870.

**Electronic Data Interchange (EDI)**

EDI is our standard method for communicating many of our business documents. By trading EDI documents with our vendors, we both have an opportunity to significantly eliminate redundant data entry. All Belk EDI requests are within the accepted VICS guidelines.

**ALL EDI DOCUMENTS (EXCEPT INVOICES) ARE REQUIRED AT THE UPC LEVEL. THEREFORE, YOU MUST BE 100% UPC MARKED AND PROVIDE US YOUR UPC CATALOG ELECTRONICALLY VIA INOVIS (FORMERLY QRS) BEFORE WE CAN TRADE WITH YOU.**

- Belk can receive the following EDI documents:
  - 212 Motor Carrier Delivery Trailer Manifest
  - 214 Carrier Shipment Status Document
  - 810 Invoice
  - 832 UPC Catalog from INOVIS
  - 855 Reverse Purchase Order
  - 856 Advance Shipment Notification/Manifest
  - 997 Functional Acknowledgment

- Belk can send the following EDI documents:
  - 850 Outbound Purchase Order
  - 852 Sales/Inventory Data

- These EDI Transaction sets are slated for implementation in the future.
  - 110 Air Freight Invoice
Belk requires that a vendor send the 204/211 Motor Carrier Shipment Information to all freight carriers via version 4030 VICS.

**Electronic Commerce Terms and Conditions:**
The following are the terms and conditions which have been established for merchandise suppliers (“Vendor”) who trade with Belk Merchandising, LLC (“BMLLC”), as agent for Belk, Inc. By entering into a transaction with BMLLC effectuated through Electronic Data Interchange (“EDI”), Vendor agrees to the following terms and conditions:

1. BMLLC and Vendor agree to conduct merchandise transactions using the Voluntary Inter-industry Commerce Standards EDI protocol.
2. Each party agrees that it will be responsible for its own costs associated with any EDI transmission and for any storage fees charged by a third party service provider which are caused by such party; provided, however, that Vendor will be responsible for all extra costs associated with interconnecting EDI transmissions to and from the IBM Global Services network.
3. Each party will be responsible for its own costs in developing its EDI software and for testing the efficiency thereof.
4. If BMLLC provides sales and/or inventory data to Vendor, BMLLC will use due diligence to ensure the accuracy thereof; however, BMLLC makes no warranty as to such data being free of errors or omissions.
5. BMLLC may assign its rights or obligations under this Contract to any affiliated entity.
6. Belk, Inc and Belk Stores Services, Inc (“BSS”) and its various affiliated entities have developed certain confidential and proprietary information (“Belk Confidential 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. Vendor agrees not to disseminate Belk Confidential Information to anyone except those of its employees and consultants who are directly involved in this EDI relationship. Vendor agrees to cause any employee or consultant to whom Belk Confidential Information is transmitted to be bound to the same obligations of secrecy and confidentiality that Vendor is bound.
7. If any EDI transactions deal with merchandise which bears or utilizes BSS' private labels, trademarks, service marks, trade names, distinctive words, slogans, copyrighted or copyrightable materials, logos, pictures, or designs (“Private Label Merchandise”) the following provisions of this paragraph will be applicable thereto:
   A. Disposition of Belk Private Label Merchandise is prohibited without the prior written approval of the Belk EVP/Private Brands. Failure to comply herewith can subject Vendor to liability for trademark infringement and for all losses and damages suffered by BSS and its affiliated entities as a result of such prohibited disposition.
   B. Production samples of all Belk Private Label Merchandise, in each size and with a complete set of color swatches, must be sent to the attention of the applicable Belk Product Manager, in care of Belk Merchandising, LLC, 2801 W. Tyvola Rd., Charlotte, NC 28217-4500. Such samples and swatches must be sent not less than 20 days prior to the scheduled Ship Date. No shipment is to be made by Vendor until such samples are given final approval by the respective Brand Manager.
   C. All tags and private brand labels must be authorized by the respective Belk Product Manager and must be purchased only from Belk authorized label and tag supplier. Any Private Label Merchandise that is shipped (i) without the prior approval of the production samples, (ii) past the Cancellation Date, or (iii) without authorized labels and tags is automatically subject to (a) cancellation and return at Vendor's expense or (b), if the merchandise is retained by Belk for sale, a penalty consisting of (x) Vendor's being responsible for all freight charges and/or (y) a minimum reduction of 15% in the cost of such merchandise. This penalty will be automatically deducted by Belk before payment is made of Vendor's invoice.
8. Attached hereto and incorporated by this reference herein for all purchase orders are the Belk Billing and Shipping Instructions and Purchase Order Conditions. Vendor's shipment of merchandise to Belk will constitute Vendor's acceptance of, and agreement to be bound by, such Instructions and Conditions.

**Note: Industry Standards**
Your EDI documents must be created following the appropriate VICS EDI guidelines and the Belk mapping guide. If you do not have EDI capabilities, please contact the Uniform Code Council at GS1 at (937) 435-3870 for information on how to get started. For a copy of the Belk EDI mapping guideline, please contact one of our EDI Specialists at (704) 426-6569.

**EDI Contacts**

<table>
<thead>
<tr>
<th>Contacts</th>
<th>Phone Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>- QR Specialist - UPC</td>
<td>(704) 426-6559</td>
</tr>
<tr>
<td>- QR Administrator - UPC</td>
<td>6573</td>
</tr>
<tr>
<td>- QR Specialist - EDI</td>
<td>6569 or 6559</td>
</tr>
</tbody>
</table>

**TRANSPORTATION**

All freight on a Belk Purchase Order must be shipped in accordance with the Purchase Order instructions, the assigned Belk Routing, and Store Receiving Locations documents. If you have questions or comments, please contact the Belk Transportation Office at 704-426-1888.

**Our Commitment**

We believe that working with our vendors to meet our transportation requirements will be beneficial for your company as well as ours. Our goal is to move your merchandise to our stores in the timeliest, efficient, and cost effective manner.

**Your Role**

For your convenience, we have included on our website Transportation routing instructions. You can visit our web site at [www.belk.com](http://www.belk.com) and click the “Vendor Info” link to see our:

- Routing Guides
- Store Receiving Locations
- Shipping Label
- List of Commonly Used Carrier SCAC Codes

**NOTES:** Any shipments shipped prior to the purchase order(s) start ship date or after the purchase order(s) cancellation date will subject the vendor/shipper to chargebacks and/or merchandise returns. Regardless of the reason (inclement weather, carrier misses pick up, the goods pick up early, human error, Act of God, etc.), you **may not ship past the cancel date**. You must contact the Belk buyer in order to have the cancellation date changed. Approval of the change must be provided back to you in writing as confirmation of the change(s).

The Belk Routing and the following Transportation instructions in this document are solely for merchandise vendors with whom Belk has placed a valid purchase order for goods to be sold at one or more of our stores. If you are shipping any other freight to Belk (not limited to, but including display items, advertising material, leased department goods, and equipment and supplies) you must make shipping arrangements with the individual placing the order.

In addition to following our Routing instructions, please also adhere to the following general guidelines:

- Provide itemized details for your shipment on all Bills of Lading. You must provide details according to purchase order, carton, department, and National Motor Freight Classification item number. (You **may** describe the freight as “FAK 92.5”; however we do not require it.) Accurate and specific information prevents misdirection of shipments and helps us trace a shipment as it moves.
- All cartons and weights shipped on one day from one location to one Belk “ship to” location must be combined on one master Bill of Lading. Purchase order number, carton count by store and purchase order, and carton count by shipment must be on the master Bill of Lading. **We ask that you supply this information to the carrier via the EDI 204/211 Shipment Information document whenever possible. (Refer to the Bill of Lading section on page 11 for more information.)**
Ship your merchandise to the "ship to" address designated in our purchase order or as specified in our EDI instructions. All shipments must be checked through the receiving dock at this address. Shipping merchandise directly to a store is a violation of Belk policy, unless you receive specific instructions to do so in our purchase order.

All shipments to Belk must have a consolidated manifest. Please see the section entitled “Consolidated Delivery Manifest” in the “Packing Instructions” section below for complete details.

Vendors must utilize the on-line Belk POV and Web-Tendering application. See details below under “Routing Instructions.” Please make a pickup appointment with the proper freight carrier at least 2 business days in advance of the date you wish to ship. Problems should be reported to Transportation Services.

All freight must be submitted for routing in truckload quantities. There should only be one Shipment ID number per truckload. If your shipping system does not calculate cubic feet and weight, then please use the following guideline:

- If a shipment exceeds 3,500 cubic feet and 42,000 lbs., additional shipments must be created in Belk’s web tendering system. To accurately calculate cubic capacity, multiply the total carton width x height x length (in inches), and divide the total by 1,728 (total inches in cubic feet). This will give you the total cubic feet per carton.

- Any shipment routed via LTL (Less Than Truckload) transportation must not exceed 900 cubic feet in volume (and/or not more than 8 pallets, only if pallets have been authorized for your specific shipment). Any charges by a freight carrier to Belk for exceeding cubic capacity limits will be assessed back to the vendor. Contact Belk Transportation Department 704-426-1888 if you have any questions about cubic capacity.

- Air Freight: Ship merchandise via air freight ONLY when approved by the Belk Transportation Manager or Director of Transportation. Merchandise that has been approved for air freight shipment should be shipped directly to the location specified by the buyer. No small package or air freight is to be shipped to any consolidation location consolidation. The responsibility for protecting the vendor from carrier non-compliance chargebacks lies with the Belk buyer.

- If you have problems arranging a carrier pickup, call the Belk Transportation Department 704-426-1888 for assistance or email transportation_services@belk.com.

- It is the vendor’s responsibility to ensure physical shipments adhere to the ship window. Only the Belk buyer may approve changes to the start ship or cancel date. If a carrier misses a pick up appointment, it is the vendor’s responsibility to immediately arrange a new pick up time with the carrier. The vendor is required to then inform Transportation Services of the service failure by phone and email. If the missed pick up jeopardizes the ship window, the vendor must immediately inform the buyer. The vendor is ultimately responsible for making sure goods do not ship past the cancel date or before the start ship date. If the vendor submits shipment change requests, the vendor is still responsible for making sure the ship window is observed.

- If any portion of the freight charges are to be paid by Belk, the shipment must be sent freight collect via carriers designated by Belk. Do not prepay freight and add charges to the merchandise invoice.

- Any freight invoice which has not received prior approval will be subject to an expense offset.

- Do not declare or insure air or small package shipments unless approved to do so by the Belk Transportation Department.

**Truck Driver Hours of Service**

The FMCSA (Federal Motor Carrier Safety Administration) released new regulatory requirements pertaining to Hours of Service for truck drivers that went into effect nationally on 1/4/2004.

The major area of concern for Belk and its vendor partners is that all driver activities (such as loading and unloading, waiting on paperwork, counting cartons, etc.) now count as “on the clock” time. The new rules also decrease the driver’s total allowed consecutive work hours by one and do not allow “off the clock” time, as before.

Due to the resulting loss of driver productivity, carriers have increased accessorial charges for (but not limited to) loading, unloading, driver detention, etc. There is also the possibility that a carrier may refuse to pick up freight from a particular shipper (vendor) if that company has a history of taking too much of a driver’s allotted time relating to those non-driving tasks.
Belk’s shipping standard has always been “shipper’s load and count” (SLC), unless you receive (in advance of shipping) written authorization of an exception from the Belk Transportation Department. These changes in regulations mean that now, more than ever, the shipper (vendor) must cooperate fully with the freight carrier in making and keeping appointments, promptly and properly loading the trailer, and getting the driver on the road. Such action by the vendor should also speed the goods to our DC and thus to our stores for quick sales.

Any and all accessorial fees related (but not limited) to excessive loading time, driver detention, missed or delayed appointments, driver loading and/or counting, etc. will be charged back to the shipper (vendor) with a handling of no less than $50 per shipment. Rest assured, Belk will continue to negotiate with each of our carrier partners to receive as much “free” loading time as possible and to keep the fees as low as possible. Vendors who do not cooperate may place themselves in a situation where they will be required to ship the goods to the Belk at their own expense with their own carriers. With your help, we hope to avoid that potential outcome.

**Transportation Contacts**

<table>
<thead>
<tr>
<th>For information concerning</th>
<th>Contacts</th>
<th>Phone Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routing Requests</td>
<td>- Transportation Coordinator</td>
<td>704-426-1888</td>
</tr>
<tr>
<td>Special Routing Requests</td>
<td>- Routing Supervisor</td>
<td>704-426-1888</td>
</tr>
<tr>
<td>Loss and Damage Claims</td>
<td>- Routing Supervisor</td>
<td>704-426-1888</td>
</tr>
</tbody>
</table>

**Routing Instructions**

Belk is pleased to announce the introduction of Purchase Order Validation (POV) and Web-Tendering (On-Line Transportation Routing) for vendor merchandise shipments to Belk distribution facilities. By providing this web-based solution, Belk hopes to streamline the routing process for its vendors by reducing paperwork, eliminating faxes, and improving response time. Vendors may also see a reduction in offset charges because POV will warn vendors that a shipment request falls outside of the PO’s shipping window.

To get started, send an e-mail to Belk’s Transportation Department, transportation_services@belk.com and you will be provided the URL address where you can create and edit your company’s profile, validate purchase orders, and receive routing instructions for your shipments to Belk. Detailed instructions can be found in this document.

**Overflow Freight Process:**

**Purchase Order(s) that do not cancel within 2 days:** Need to be put through the web-tendering system and reference the original shipment id # in the special instructions box.

**Purchase Order(s) that cancel within 2 days:** Need to send an e-mail to (transportation_services@belk.com) reference the original shipment id #, list all purchase orders that need to ship along with the total number of cartons, weight and cube.

**Use of Pallets:** Belk policy prohibits the use of pallets unless prior written authorization is given by the Belk Transportation Dept. If the carrier requires pallets, this is acceptable as long as the driver signs for cartons only, and that there is no mention of pallets on the BOL.

**Prepaid Shipments:** Prepaid shipments should not be entered into the web-tendering system. If a shipment has been created already and the vendor is prepaying, then an e-mail needs to be sent to: transportation_services@belk.com to cancel this shipment out.

**Shipment Changes:** Under no circumstances can a vendor change or cancel a shipment on their own. All Requests for changes must be sent via email to transportation_services@belk.com prior to 2:00 PM EST at least one (1) business day prior to the ship date that
was entered into the system. Please do not submit a new routing request to make changes to an existing shipment. This only creates multiple shipments and does not correct the original shipment entered. Please note that the maximum number of times a shipment can be adjusted is two.

**Adding Purchase Orders To Existing Shipment(s):** Send an e-mail to transportation_services@belk.com and list the purchase orders that need to be added to this shipment. Please include the total number of cartons, weight and cube that will need to be added. Please note that the maximum number of purchase orders that Transportation will add is three (3). If this amount is exceeded, then you will have to validate and enter through the web-tendering system.

**E-mail Correspondence:** All e-mail correspondence concerning the routing of your shipments to Belk should be sent to Transportation’s e-mail address: transportation_services@belk.com. Please do not send e-mails to the individual members of the department.

From this point forward, you should discard all copies of Belk Routing Guides and only use the on-line POV/Web-Tendering application.

**NOTE:** The current Belk Routing is intended only to direct the shipment of new merchandise, not including Belk Fine Jewelry (Depts. 541, 542, 543, 544, 545, 546, and 547). If you are shipping Fine Jewelry refer to the Fine Jewelry BEST Plan also located in the “About Us” tab under “Vendor Info” at www.belk.com. If you are shipping Leased Department goods, advertising materials, signage, or any non-merchandise order, follow the instructions on the Purchase Order and contact the Belk buyer who placed the order if you have questions or require clarification.

- Routing instructions provided by Belk Transportation supersede any default settings found in our Purchase Order. Any routing instructions, including verbal, obtained from the buyer (with prior approval from the Transportation Department) which are contrary to those contained in the Belk Routing must be reflected on all bills of lading, packing lists, invoices, and the purchase order. Any special routing instructions issued by the buyer should be followed, with the understanding that the buyer can protect the vendor from chargebacks for deviating from the assigned Routing.
- All shipments which are shipped against a Purchase Order with the FOB terms of "Shipper" (Origin) must be shipped freight collect. All shipments which are shipped against a Purchase Order with the FOB terms of "Destination" must be shipped freight prepaid. For any shipment shipped by a vendor prepaid, except if designated to do so in the assigned Routing, the FOB terms will be considered "Destination" regardless of the FOB terms in the applicable Belk Purchase Order. FOB Destination terms will require the vendor to be responsible for all in transit losses and damages.
- If Belk is to pay any portion of the freight charges, you must ship collect by the carrier provided in the Belk Routing. Any approved prepaid shipments must have the total cartons, weight, and carrier on a separate invoice for freight alone in order to substantiate the invoiced freight charges. Any invoice for freight charges should be addressed to the buyer.
- All shipments (regardless of weight, origination or destination) which have been designated to be shipped into a city in which a freight consolidator is used shall use the designated Consolidator or specific carriers identified in the Belk Routing to pick up the shipment. (Please refer to the Store Receiving Location file on our web site for consolidator addresses.)
- Merchandise must be shipped to locations designated in our "Store Receiving Location". If you have questions about shipping locations or shipping practices, please contact the Belk Transportation Department at 704-426-1888. Shipment received directly to a Belk store are not permitted unless otherwise specified by Transportation and the Belk buyer on the Belk Purchase Order. Shipment to the wrong Distribution Center will be subject to an expense offset fee of $250 per occurrence + $5.00 per carton.
- If a commodity shipped has an average cost value equal to or greater than $25 per pound per shipment, contact our Transportation Department for special routing instructions.
- Irrespective of the FOB and freight payment terms specified in the Belk Purchase Order, Belk will not be responsible for merchandise lost in transit if the instructions contained in the Belk Routing are not followed or a carrier other than one designated by Belk Transportation is used.
- Any and all accessorial fees related (but not limited) to excessive loading time, driver detention, missed or delayed appointments, driver loading and/or counting, etc. invoiced to Belk will be considered the Vendor's responsibility and will be charged back to the vendor with a minimum handling of $50.00 per shipment.
When a truckload carrier is used on volume shipments, Belk will not be responsible for charges associated with the pick up or loading of merchandise. Our standard for truckload carrier shipments is “shipper’s load and count” (SLC) unless you receive (in advance of shipping) written authorization of an exception from the Belk Transportation Department. The vendor assumes liability for any lost or damaged merchandise.

To allow for timely routing, all routing requests must be submitted no less than two business days prior to the expected ship date. All requests submitted after 8:30 a.m. Eastern Time will be considered received the next business day.

- For example:
  - If your shipment has an expected ship date of Monday, your POV entry must be submitted no later than 8:30 a.m. on the Thursday beforehand.
  - If your shipment has an expected ship date of Thursday, your POV entry must be submitted no later than 8:30 a.m. on the Tuesday beforehand.

Belk Transportation needs more than a one-day window to coordinate vendor freight pickup. Vendors who do not make the freight available for pickup at least one business day prior to the earliest PO cancel date will be subject to an expense offset chargeback per DC.

- All volume shipments must have a seal placed on the trailer by the vendor at time of completion of loading. The seal number must be recorded on the bill of lading.
- All shipments must be tendered to a carrier in purchase order sequence for each Bill of Lading shipped.
- Once a shipment has been authorized, any changes made to the shipment prior to its pickup must be pre-approved by Belk Transportation. Vendors who make unauthorized shipment changes will be subject to an expense offset.
- For any prepaid shipment via carrier desiring “live unloading” – the standards and phone numbers for “appointments” are shown in the next section (Container Deliveries/Vendor Control)

**Container Deliveries / Vendor Control**

**Container Deliveries to Belk for Domestic Vendors - Direct Import Program**

- Belk encourages its Domestic Vendors to work with the Belk staff to reduce freight and handling costs whenever practical. One program that has proven beneficial to vendors who import their goods has been the Direct Import container program.
- Belk has developed a limited ability to unload imported containers. This will allow some shipments to bypass the domestic unloading and handling expenses that the vendor would have incurred to land the cartons in the vendor’s U.S. warehouse (where the cartons could then be shipped to Belk by the normal domestic freight carriers).
- To participate, the vendor must be prepared to ship prepaid to the proper DC. This means that the vendor would be responsible for landing the container, clearing customs, and draying 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 (just as they already do to their own domestic warehouses). Each Belk DC has a limited number of live unload appointments available each working day (reserved by calling the Receiving Department at the appropriate DC: Blythewood, SC - (803) 754-6004 ext. 80821, 80816, or 80805; Byram (Jackson), MS - (601) 346-7175 ext. 80527 at least 2 full working days in advance). When calling for the appointment, give the carton count and P.O. numbers or fax them to the appropriate DC: Blythewood - (803) 691-6816 or Byram - (601) 371-2485. We must receive a proper ASN before we will schedule a live unload. During some peak periods these limited appointments are filled more than a week in advance – so dropping the container with chassis is also permitted.
- For all live unloading operations – please be aware that unloading speed is limited by our conveyor speed to an average of 250 cartons per hour.
- Any Shipments (PO) that total more than 3 containers will not be allowed to schedule a live unload, they will have to drop at the Belk DC to be worked with the other merchandise shipments in our normal First In First Out (FIFO) method. Belk does not accept any liability for detention or demurrage charges associated with the dropped containers.
The cartons within the container must be strong enough to withstand several further reshipments as individual cartons (to be mixed with general freight through our DC and in trucks on the way to our retail stores). Each carton must be labeled with the proper VICS barcode label to insure proper delivery to each store for each PO. The vendor must deliver the container and transmit the proper ASN’s within the Purchase Order open-to-ship window (again – similar to the normal domestic shipping requirements).

Using the procedures above, a vendor can avoid substantial shipping, handling, and inventory costs. This process allows the vendor to share the savings by lowering their net cost while helping Belk to reduce the overall transit time.

To be clear – Belk will not arrange for drayage, pay for drayage, or bear any risks of delay, loss, damage, or demurrage related to container deliveries.

The above standards are defined as part of the Purchase Order agreement for any containers shipped direct to Belk.

**Purchase Order Verification and Refusal**

- 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 "Ship" date or "Cancel" date contained in the Purchase Order to which the shipment relates. Any shipment relating to a Purchase Order that has been canceled or not approved will also be subject to refusal.
- Although the Belk POV system provides purchase order verification, it is the sole responsibility of the vendor/shipper to correctly submit the “DATE SHIPMENT WILL BE AVAILABLE” and accurate PO numbers in the POV system.
- Title to merchandise will not pass to Belk until merchandise has been inspected and accepted as being in conformance with the terms of the Purchase Order. Belk reserves the right, at no risk or cost to Belk, to refuse or return without prior authorization all non-conforming merchandise (e.g., style substitutions, over shipments, etc.).
- Carrier notification of pick up must be made a minimum of two business days prior to the date you wish to ship. You must give carriers adequate notice to schedule the pickup of your goods. Failure to provide two business days’ notice may result in an expense offset.
- If a carrier selected by the vendor is used to deliver a shipment from the vendor's shipping location to the carrier specified in the Belk Routing, the date of delivery to the Belk specified carrier will be used to determine the date of conformance to the "Ship" and "Cancel" dates of the Purchase Order.

**Bills of Lading**

- Vendors are required to transmit their Bills of Lading to the carrier using the EDI 204 - Motor Carrier Tender Load or 211 – Motor Carrier Bill of Lading transaction sets. These transaction sets are to be version 4030 compliant. Vendors are to contact the carrier to obtain their mapping requirements. A partial list of the carrier contact information can be found in the Carrier List on our website. For additional information, call the Belk Transportation Department at 704-426-1888 Failure to provide the 204 or 211 EDI transaction sets our preferred carriers may result in an expense offset.
- Minimum information to be mapped in the EDI 204, 211, or 215 document sets is as follows:
  - Name and Address Merchandise is Consigned To
  - Number of Cartons Shipped
  - Merchandise Description
  - Purchase Order Numbers
  - Number of Cartons Per Store and Purchase Order
  - Total Weight for Each Store Per Purchase Order
  - Weight of Cartons Shipped
  - Cube/Density of Shipment
  - Separate Description of Each Commodity
  - Store Numbers
  - Carrier Name

- The Bill of Lading number presented with the physical shipment must be the exact Bill of Lading number reflected in all of your EDI documents including the shipment Notification (856), Motor Carrier Shipment Information (204/211), and the Invoice (810).

- A Bill of Lading (BOL) must accompany all shipments to include the supplemental pages and must contain a list of all valid PO numbers within the shipment(s). If any shipment arrives at a Belk facility without the
BOL and/or without a complete list of all Purchase Order (PO) numbers - for any reason - Belk will request from the vendor a copy of the Bill of Lading to include all supplemental pages with PO numbers clearly denoted. Belk would request that all copies of the BOL with all PO numbers clearly denoted be provided within 24 hours of request. Bills of Lading not received in a timely manner will result in unloading delays at our distribution centers. Vendors who fail to provide a complete list of valid PO numbers on their BOL will be subject to an expense offset.

- Vendors are required to record their correct Shipment ID number on their Bills of Lading – Master as well as Supplemental. Missing and/or erroneous shipment ID numbers on the Bills of Lading may result in a chargeback (please refer to the Transportation Expense Offset table on page 26).

**Transportation Compliance**

- Freight charges placed on a merchandise invoice will be charged back in total, along with expense offsets.
- Freight charges on back orders not specifically approved in the Belk Purchase Order will be charged back plus an expense offset of $75 per store/po receipt.
- All transportation charges resulting from split shipments and all transportation charges incurred after the initial shipment on back orders may be charged to the vendor, unless otherwise agreed to by the Purchaser (with subsequent authorization from the Transportation Department).
- In order to maintain competitive freight costs, Belk requires all vendors to originate shipments to Belk from their distribution point nearest to the Belk Distribution Center to which they are shipping. Belk reserves the right to charge 50% of the inbound freight charges to vendors shipping to the Belk DC from points west of the Mississippi River or outside of the 48 contiguous states. If you ship Belk freight from west of the Mississippi River or outside of the 48 contiguous states and you have any questions about how this policy may affect you, please call our Transportation Department 704-426-1888, M-F, 8am to 5pm EST.
- In order to control cost, Belk utilizes a consolidator in certain high volume areas of the United States. All consolidation charges will be recovered via an offset adjustment to the vendor. All shipments into a designated consolidator shall be shipped to the consolidator freight collect. All such shipments will move via the consolidator's carrier, or a carrier associated with the consolidator, into the consolidator's facility. The freight charges assessed to Belk by the consolidator for pick-up(s) at the vendor's location back to the consolidator's facility will be charged back as an offset against the vendor regardless of geographic location. Pickup fees incorporate the consolidation fees. Prepaid shipments to the consolidator will incur a consolidation fee (without pickup charges) that will be charged back as an offset against the vendor regardless of geographic location. The vendor may deliver and prepay their cargo directly to a designated consolidator via the vendor's own transportation in order to bypass any freight pick-up offset charges. However any charges associated with a direct dock delivery by the designated consolidator will be solely at the vendor’s expense and must be paid prior to the consolidator accepting the cargo.
- Vendors who do not make the freight available for pickup (based upon the POV data submitted by the vendor) at least one business day prior to the earliest PO cancel date will be subject to an expense offset per occurrence per DC.
- Data integrity is considered crucial to Belk's operations and reporting. Belk requires the 'Date Shipped' in the DTM (02) segment to be the actual carrier pickup date, and to be within the individual purchase order's ship date/cancel date window. An incorrect ship date on a vendor ASN (EDI-856) is an error which will be subject to an expense offset of $10 per carton.

**Vendor Correspondence**

All Transportation Chargeback inquiries should be made in writing, either by mail, fax or e-mail, and include the following information:

1. Debit Memo number assigned to the chargeback. (Transportation Debit Memo numbers begin with a 1 or 2.)
2. Detailed explanation of your issue.
3. Point of contact to include: name, fax number, e-mail address, phone number, and address.

Vendor disputes must be made within ninety (90) days of claim notification due to the limitation of retention of some carrier's information. State your dispute explanation and forward to:

Belk Distribution Center
Inquiries older than six (6) months may incur an expense offset of $30 per aged item/claim. A letter will be sent informing you of that policy and asking if you still want the claim(s) researched.

**DISTRIBUTION**

**Our Commitment**

It is our intention to take full advantage of all available technologies and processing efficiencies in an effort to improve the distribution process. We believe that the ultimate way to satisfy our customer is by the immediate movement of merchandise through the receiving location to the selling floor.

**Your Role**

The complete "cross docking" of your merchandise requires that we receive floor ready merchandise, including UPC ticketing with correct retail and a VICS department store standard floor ready hanger with sizer for hanging merchandise (if applicable). In addition, we must receive an EDI shipment notification in advance of the actual receipt, including the UCC-128 Shipping Container data.

**GS1 - 128 Serial Shipping Container Label**

All cartons shipped to Belk receiving locations will require a GS1-128 Shipping Container label.

- Your GS1-128 data should be included in your shipment notification transmission. For more information on Belk GS1-128 requirements, email Vendor_Compliance@Belk.com.
- Prior to your ability to provide standard GS1-128 shipping container labels, you must provide the following information on all cartons:
  - Purchase Order Number
  - Department Number
  - Store Number / Store Name
  - Number of Cartons by PO / by Store (1 of 10, 2 of 10, etc.)
- You should maintain a quality control program to ensure that your GS1-128 tickets are able to be scanned.
- 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.

**Carton Labeling**

- Labels must be a minimum of six (6) inches high and four (4) inches wide.
- Department number and purchase order numbers must be in bold print and be a minimum of 20 point font.
- Store number must be in bold print and be a minimum of 30 point font.
- The company name and address from which the merchandise is being shipped should be on the carton label.
- 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.)
- Each carton label must be affixed to the carton in such a manner to withstand the normal in transit wear and tear.
- 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.
The standard VICS carton marking format is required, which means the PO number is required on 856 transactions and the invoice number is optional. Belk requires the DP iteration of the REF segment – invoice iterations are optional.

All cartons must contain the GS1-128 Shipping Container Label. The GS1-128 should be included in your ASN transmission and should contain a human readable 20 digit code. (Refer to the Shipping Label file on our Web site.)

Note: Industry Standards

GS1 has approved a standardized format for the GS1-128 Shipping Container Label. For more information, call GS1 at (937) 435-3870.

Packing Instructions

Carton Requirements

All merchandise shipped to Belk receiving locations must be packed in conveyable cartons. Do not use jiffy bags or plastic bags as the external shipping container. Do not use hanger packs (except Men's and Women's Suits and Sportcoats).

Prepare a shipping carton that fits the garment. Ideally, merchandise should be packed 1/4 inch below the top of the carton and 1/8 inch from the sides of the carton.

<table>
<thead>
<tr>
<th>Dimension</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length</td>
<td>9&quot;</td>
<td>42&quot;</td>
</tr>
<tr>
<td>Width</td>
<td>9&quot;</td>
<td>32&quot;</td>
</tr>
<tr>
<td>Height</td>
<td>2&quot;</td>
<td>36&quot;</td>
</tr>
<tr>
<td>Weight</td>
<td>2 lb.</td>
<td>49 lb.</td>
</tr>
</tbody>
</table>

(If the entire shipment to one store is smaller than our minimums or one product is larger than our maximum, call the Belk Transportation office at 704-426-1888 for routing instructions.)

Cartons should be securely sealed with tape. Do not band cartons together nor use banding to secure cartons. If cartons are secured with shrink wrap, it must not interfere with the GS1-128 label.

Cartons should have a minimum strength of 32 ETC (edge test crush) and should be large enough to allow hangers to lie squarely in the carton.

General Packing Procedures

Make sure each carton contains merchandise for only one purchase order and one store destination.

- Lay garments lengthwise and flat in the carton with the front side facing up.
- Close all buttons/zippers/hooks.
- Where possible, use biodegradable and recyclable packing materials.
- All shipping cartons must be strong enough to withstand several further reshipments as individual cartons (to be mixed with general freight through our DC and in trucks on the way to our retail stores).
- 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.
- DO NOT USE: Pins, tape, clips, removable foam inserts on bottom hangers (except where required to prevent damage to delicate fabrics), excessive tissue or cardboard, empty merchandise boxes as filler, or any other material that will require removal at our stores.

Wrinkle Prevention

- If a shipment contains multiple styles per carton, more delicate items should be placed on top to prevent crushing.
- Place cardboard or tissue between alternating bundles if necessary to prevent crushing and reduce shifting of contents.
Bundle hangers with cable, twine, or rubber bands to prevent shifting (do not use metal or tape). Alternate top and bottom placement approximately every 6 hangers to eliminate excess bulk, maximize cube, and prevent shifting.

If necessary to prevent wrinkling, cover each garment with a dry cleaning style plastic bag, leaving the bag open at the bottom.

Place "THIS END UP" labeling on cartons if wrinkling could occur as a result of improperly handling cartons.

If merchandise must be pressed as a result of improperly packaging the merchandise, a fee may be assessed.

**Pallets**

Belk policy prohibits the use of pallets. However, if our Transportation Department has authorized you to ship on pallets, follow these steps:

- For the safety of our receiving associates, no pallets are allowed above floor level at any time (do not stack pallets).
- Place cartons so they do not overhang the edges of the pallet.
- Secure cartons to pallet with stretch wrap.
- Cartons within the pallet must include a standard Belk carton label with a GS1-128 Bar code.
- For easy access, the carton labels must be placed facing out on the pallet.
- No mention of pallets should be made on the Bill of Lading. The driver must acknowledge carton count only (never pallet count).

**Packing Slips/Advance Shipment Notification (ASN)**

Accurate ASN information must be transmitted at the time the shipment is picked up by the carrier, or the vendor is subject to an expense-offset charge of $10 per carton. Belk’s process takes into account its internal EDI batch schedule. Vendors will not incur penalties so long as ASNs are transmitted at the time the shipment is picked up by the carrier.

If you do not transmit an ASN, you must follow these instructions relating to packing slips (you will also receive an expense-offset for missing ASN):

- Include the following information on each packing slip:
  - The Belk Purchase Order Number
  - The Belk Department Number
  - Belk Store Number and Store Name
  - Number of Cartons per Purchase Order per Store
  - Merchandise must be listed on the packing slip in the same sequence and to the same SKU level (e.g., style, size, color, and quantity) by store as the purchase order.
  - Total Units by Store (unit of measure equals a selling unit)

- Insert packing slips into a removable pouch and place it on the outside of the lead carton for each store for each purchase order. The packing slip pouch must be placed on the same side of the carton as the carton label. Indicate "lead carton" on all six sides of the carton.

- Packing list pouches must be affixed to cartons in such a fashion as to withstand the normal transportation movement.

- If routing dictates that the order is to be shipped via UPS, FedEx or overnight carrier, a packing slip is required on the outside of EACH separate carton (not consolidated).

- If you ship full trailer loads, the lead carton(s) should be the last carton(s) placed on the truck for easy access at our dock.

**Consolidated Delivery Manifest**
Each shipment to our Distribution Center must be accompanied by a Consolidated Delivery Manifest. The delivery manifest must contain the following information:

- Shipper Name and Address
- Carrier Name
- Carrier Freight Bill Number
- Contact Name
- Ship Date
- Store Number(s)
- Purchase Order Number(s)
- Department Number(s)
- Number of Cartons and Weight per Store per Purchase Order
- Total Cartons on Manifest
- Total Weight on Manifest
- Total Cube of the Shipment
- For FedEx/UPS Shipments, Document the Freight Charges

Place one copy of the Consolidated Delivery Manifest in an envelope and attach it to the bill of lading. The second copy should be given directly to the carrier's driver. Mark in the body of the bill of lading "1 Envelope Containing Manifest". Be sure to keep a copy of the full manifest on file if and when “Proof of Shipment” is requested.

Manifests should be faxed directly to the appropriate Distribution Center for shipments via a designated small package carrier, air freight carrier or truckload carrier. The Blythewood, SC fax number is (803) 691-6816. The Byram (Jackson), MS fax number is (601) 371-2485.

**Pre vs. Post-Distribution/Bulk Order Shipments**

All merchandise shipped to a Belk receiving location must be distributed and packed by store location (pre-distributed) per the purchase order (EDI or paper) unless so specified and authorized. Under no circumstances should a vendor ship a “bulk” order to Belk. All shipments must arrive pre-distributed and marked by store, unless approved in writing in advance by Belk merchandising.

- If merchandise is shipped in bulk and requires post-distribution, an expense offset may be assessed.
- There may be instances (pool stock, consolidated replenishment orders, etc.) where bulk shipments are appropriate. Vendors should work with the Belk Transportation office for specific bulk shipping instructions.

**Ticketing**

All merchandise shipped to a Belk store MUST INCLUDE A UPC OR EAN TICKET WITH THE APPROPRIATE PRICE. The UPC code must be visible and easily accessible for scanning. Do not place UPC's inside waistbands, inside packaging, etc. An expense offset will be accessed for any merchandise received which does not have a UPC ticket attached.

If you have questions about UPC ticket placement, refer to the GS1 "UPC Symbol Location" Guidelines Manual.

- The Belk purchase order retail must be placed in “zone 6” or “zone 7” of the standard UPC/EAN ticket using a plain white pressure sensitive ticket with black ink. An 18-point, bold font is recommended to ensure legibility of the price information.
- Acceptable retail price formats include:
  - $80.00
  - Suggested Retail $80.00
  - 2 for $9.99
- The Belk Private Label ticketing office can supply you with tickets at a minimal cost to you or you may print our retail in "zone 6" of your UPC/EAN ticket. Contact the Belk Private Label ticketing office at
(704) 426-6900 if you have questions about ordering tickets. ALL PRIVATE LABEL TICKETS MUST BE SUBMITTED AND APPROVED BY THE BELK PRIVATE LABEL TICKETING OFFICE.

- UPC tickets should be securely attached to the merchandise through the use of 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 your merchandise, tickets can be attached using a loop-lock attachment device (handbags), rat tail (sunglasses) or with an adhesive backed ticket (china, glassware, etc.). When using an adhesive backed ticket, ensure that the ticket and adhesive can be easily removed from the merchandise and will not damage the merchandise.

- Be sure to print the retail price clearly (no smaller than an 18 point bold font). Acceptable print includes: $79.00; MSRP $80.00; MSR $85.00; Manufacturers Suggested Retail $90.00. Do Not print MSRP8000 or USMSRP8000, etc.

- When required, make sure that sizes are clearly visible on your tickets and are in at least an 18-point bold font.
  - If your merchandise is apparel bottoms and is displayed folded on tables or in cubes, you must be sure to use clear "size strip" indicators (e.g., tape affixed to folded jeans stating "34 long").
  - If your merchandise is apparel tops and is displayed folded on tables or in cubes, you must be sure to use clear "size stickers" (e.g., a size sticker affixed to folded sweaters stating: "S", "M", "L", or "XL").

- If you sell Belk boxed/packaged merchandise that can be displayed/sold in or out of the packaging (e.g., luggage, vases, gifts, and picture frames) you must ticket both the item and the package. If you do not double ticket you must provide us "piggy back" (double stick) type tickets which can be easily removed from the outside of the package and re-applied to the item.

- If you sell Belk "Tabletop" (china, glass, and silver) merchandise, you must provide UPC price tickets for the set, as well as each component of the set. For example: wine glasses sold in a set of 4 or by the stem, would require one UPC on the outside of the package which represents the set and a unique UPC on each stem which represents the single selling unit. If the merchandise is to be sold to the customer "only as a set" (no open stock) only one UPC ticket (on the outside of the package) is required. If you have any questions regarding how your merchandise will be sold, please contact the respective Belk buyer.

- Merchandise which is sold by the unit but packaged in multi packs will require a UPC to be attached to each 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 UPC's attached to the outside of the carton.

- If you sell Belk "Lamps", our preferred method of ticketing and packaging is to provide one UPC for the lamp with the base and shade packed in one carton. If you have any questions about lamps and UPC, contact the respective Belk buyer.

- 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. Make sure that both tickets state that this is a two piece garment.

- For more information on Belk ticketing issues and practices, contact the Belk ticketing office at (704) 426-6559.

- If you sell second quality, irregular merchandise or close-out assortments to Belk in any family of business, you must remove the existing UPC ticket and re-ticket the merchandise with a new, unique UPC. The new ticket should include a unique UPC number as well as a unique PID to identify this merchandise separately from the regular merchandise. (If you substitute first quality merchandise for irregulars, you need not re-ticket).

**Electronic Article Surveillance (EAS)**

Belk has committed to EAS source tagging in an ongoing initiative to improve gross margin through; reduced inventory shortage, improved sell through, reduce expense in the supply chain and by speeding the flow of merchandise to the sales floor. Belk, and other retailers, have selected Sensormatic’s UltraMax technology for its EAS systems. Compatible EAS tags and labels are available from Sensormatic and other approved vendors.

We are initially requesting voluntary compliance from selected vendors. This program will be expanded greatly for Fall 2006 shipments. We expect to EAS tagging compliance to be an industry-wide standard beginning Spring 2007.
The following are the key components for the EAS source tagging initiative:

- Purchase and apply Sensormatic or compatible EAS tags or labels to merchandise prior to shipping to Belk; secure placement approval from the Belk merchant/buyer.
- Adhere to the VICS EAS placement guidelines, which you may download from the [VICS Voluntary Guidelines to Floor-Ready Merchandise](http://www.vics.org/standards/) link at http://www.vics.org/standards/.
- Purchase EAS tags and/or labels from certified EAS resource vendors (list to be added) or request approval from Robert Vranek, Vice President of Loss Prevention (704) 426-1846 for alternative vendors.
- Prior to implementation submit a detailed listing of merchandise SKU numbers to be EAS tagged to Robert Vranek, Vice President of Loss Prevention (704) 426-1846.

### VICS Hanger Requirements

Hangers conforming to the VICS hanger standards for the particular merchandise you sell must be used for any merchandise which will be displayed hanging in our stores. For example, women's suits must be on the VICS approved suit hanger; bottoms must be on the VICS approved pincher grip type hanger; outerwear must be on the VICS approved coat or leather coat hanger; intimate apparel such as bras and slips must be on the VICS approved intimate apparel hanger. (For specific details, refer to the Floor Ready Hanger Program file on our Web site.)

- With the exception of suits, all two-piece garments must use both a top and a bottom hanger connected by the coordinate loop.
- Belk also now requires black matte hangers where approved by VICS, including the VICS recommended Secure Over Hanger Sizers. The sizers should be black, trapezoidal and have white lettering on all four sides.
- If your hanging merchandise is shipped without a hanger or with a hanger that does not meet the VICS standard for department stores and requires changing, an expense offset will be assessed.

### Note: Industry Standards

For a copy of the [Voluntary Guidelines for Floor Ready Merchandise](http://www.vics.org/), contact the office of Voluntary Interindustry Commerce Standards at (609) 620-4590 or visit their website: [http://www.vics.org/](http://www.vics.org/).

### Return to Vendor

#### Unordered Merchandise

Unauthorized substitutions (including style, size, and/or color), invalid orders, canceled orders, early shipments, past cancellation date shipments (to be validated against the ASN ship date transmitted by the vendor), over-shipments, and duplicate shipments may be shipped back to the vendor. **Should the decision be made to keep merchandise for any of the situations listed above, an expense offset of $20 per carton will be assessed.**

Belk may refuse or instruct one of our carriers to refuse to accept these types of shipments at no risk or expense to Belk. An expense offset in accordance with our Vendor Compliance program along with inbound and outbound transportation expenses will be charged.

#### Defective/Damaged/Unsaleable Returns

Merchandise that is deemed to be sub-standard by our customers or our merchants will be returned to the vendor and inbound and outbound freight charges along with an expense offset will be assessed in accordance with our Vendor Compliance program.

#### Stock Return

Seasonal and stock adjustment returns will be determined by the Belk merchants and the vendor on an as needed basis.
ACCOUNTS PAYABLE

Our Commitment

The Accounts Payable Center (A/P) is dedicated to accurately paying all merchandise invoices within the established payment terms, as well as providing our Trading Partners and Suppliers superior customer service. Wherever possible, state of the art technology and systems (Voice Response Systems, Electronic Data Interchange (EDI), etc.) have been implemented to ensure the Belk organization remains a leader in the accounts payable field.

Your Role

Listed below are the procedures that must be followed to make sure your invoices are paid accurately and on a timely basis. These procedures apply to paper invoices as well as invoices transmitted via EDI.

- Do not ship/invoice without a valid purchase order (PO), either via EDI or a computer printed purchase order form (phone orders, worksheets, verbal commitments, etc., are not valid).
- Verify the accuracy of all purchase order details including cost price and payment terms. Do not ship merchandise until all discrepancies on the PO have been corrected and proof of correction is provided to you by the buyer in the form of a new PO or a print of the style correction (cost and payment term differences are not reimbursable).
- Our printed purchase order will show two addresses:
  - "Ship To Purchaser At" address is where the merchandise should be shipped and indicates the actual purchaser of the goods.
  - "Invoice Purchaser At" address will show the store location and number on the first line but the Accounts Payable Center Post Office Box as the address.
- Invoices should be submitted via the EDI 810 document. If your company is not already certified for EDI invoicing, do not begin transmitting 810's until the testing process is complete. For more information call the EDI contact listed on page 8.
- Our EDI purchase orders indicate the "ultimate store destination" of the merchandise. This store number must appear on your EDI 810 Document.
- On your invoice, the "Ship To" address must show the store number and address of the purchasing store. The "Bill To" or "Sold To" address should include the store location name and store number on the first line and the Accounts Payable Center Post Office Box as the address. If you are shipping to a service center, the ultimate store destination should be shown in the "Bill To" or "Sold To" address of the invoice.

Example:
Bill To: state the purchasing store's name and store number here
P.O. Box 190238
Charlotte, NC 28219-4405

  - If your invoicing system cannot handle this requirement, the "Ship To" and "Bill To" address should both continue to be the purchasing store's number and address.

- All paper invoices must be mailed in one envelope (as opposed to one invoice per envelope). Do not staple invoices together or staple invoices to envelopes. If mailing, a master envelope must be used to send the invoices to:
  Belk A/P Center
  P.O. Box 190238
  Charlotte, NC 28219-4405

  - The following information must be included on each invoice. Invoices not meeting these requirements will be returned for correction and an expense offset may be assessed.
    - The name of the Belk store to which the merchandise was sold.
    - The Belk purchase order number. Only one PO# per invoice.
    - Vendor name and "remit to" address.
- One unique (up to 12 digits) numeric invoice number for each invoice. (Note: The invoice number MUST appear on each page of a multiple page invoice and the invoice number MUST NOT recycle within a minimum of 18 months.)
- Your invoice date. (NOTE: This date must be the same date as your date of shipment.) The A/P Center will not accept any post-dated invoices or invoices prior to shipment.
- The "ship to address" including the three digit store number for which the goods are destined (mark for location).
- The payment terms.
- The number of cartons shipped for that particular invoice.
- Invoice must contain unit cost as well as total cost by PID (vendor style). (DO NOT SEND RETAIL ONLY INVOICES OR 2\textsuperscript{nd} COST INVOICES).
- Total merchandise cost in U.S. dollars. For multiple page invoices, indicate total merchandise cost on last page only.
- Total units, quantities, and styles MUST match those shipped as indicated on the EDI 856 (Shipment Notification) or paper packing slip.
- Page number for each page of a multiple page invoice.
- Bill Of Lading number and carton counts by purchase order for each shipment.
- All shipments must be invoiced separately by the purchaser's store number and purchase order number. If there are several store numbers listed on a purchase order, each store must be invoiced separately.
- Original invoices should be mailed or transmitted to the A/P Center. Do not send copies, screen prints or duplicate invoices unless requested. Do not send order confirmations, packing slips or Bills Of Lading to the A/P Center. Do not mail paper copies of invoices if transmitting invoices via EDI as an expense offset charge may result.
- Do not include an invoice or a duplicate or carbon copy of the invoice with the shipment to the store. Instead, include packing lists, carton labels, etc., as outlined on the Belk Purchase Order and in this document with all shipments.
- 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, 2002 would have a payment due date of May 10, 2002). In addition, we select the most beneficial payment terms based on the terms contained on our master file, on the purchase order or on your invoice.
- The Belk A/P Center does not pay freight charges listed on merchandise invoices. All merchandise is required to be shipped in accordance with our transportation guidelines. Carrier freight invoices should be sent to:
  Belk Transportation  
  2801 W. Tyvola Rd.  
  Charlotte, NC 28217  
  Attn: Freight Payment

- When corresponding with the Belk Accounts Payable Department, we would like email to become our primary communication as it provides documentation for all inquiries and enables us to monitor all communication with the Accounts Payable staff to ensure requests are addressed accurately.
- By using the respective email addresses below, your inquiry will reach the appropriate Accounts Payable team. Depending on the complexity of the issue and the supporting documentation attached to the email, we may log the correspondence and track it to completion using a first in, first out methodology.

<table>
<thead>
<tr>
<th>Issue</th>
<th>Send Email to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any questions concerning the transmission of ASNs</td>
<td><a href="mailto:ASN@Belk.com">ASN@Belk.com</a></td>
</tr>
<tr>
<td>Any vendor compliance issues (compliance/rubber dock chargebacks)</td>
<td><a href="mailto:Vendor_Compliance@Belk.com">Vendor_Compliance@Belk.com</a></td>
</tr>
<tr>
<td>Any merchandise payable issues (invoice payment, chargebacks for non-vendor compliance Issues)</td>
<td><a href="mailto:AP_Correspondence@Belk.com">AP_Correspondence@Belk.com</a></td>
</tr>
<tr>
<td>Any vendor address/information maintenance or to get IVR access</td>
<td><a href="mailto:VCG@Belk.com">VCG@Belk.com</a></td>
</tr>
</tbody>
</table>
If you still need to send paper correspondence to the Belk Accounts Payable team, it can be mailed to:

Belk A/P Center
P.O. Box 190238
Charlotte, NC 28219-4405

✧ Unless otherwise approved by the Belk A/P Center, all invoices must be received for processing no later than six months from the date merchandise relating to the invoice(s) was shipped. Irrespective of the FOB terms in our Purchase Order, failure to submit invoices for payment within six months of the date of shipment will result in all shortages occurring from the transportation movement of the goods to be automatically deducted from remittances.

✧ An expense offset will be assessed for research on any items older than 12 months.

Failure to comply with these procedures will cause additional processing which may cause late payments.

**Vendor Services**

Listed below are the procedures that must be followed to make sure any inquiries and/or correspondence are resolved accurately and on a timely basis.

**Vendor Web Portal**

- It is our expectation that the Vendor Web Portal will be used as the primary source to answer inquiries. The portal can be accessed at [https://vendorinfo.belk.com](https://vendorinfo.belk.com). The system allows you to obtain on-line information about your account. This system provides you with check information, details of your current trial balance, the status of an invoice, vendor adjustments, return packing slips along with tracking information. If you do not have a 12 digit account number to access the web portal, please contact us at VCG@Belk.com and we will assist you in getting enrolled for access.

Any request for information outside of our web portal that is available via the web system will incur an expense offset of $25/item (per claim number) to be fulfilled.

**Vendor Information**

In order to keep our files up to-date, the Belk A/P Center will update its files for address changes from current invoice copies or from written notification of address changes. Additionally, any changes due to your company merging, being sold, being acquired, going into Chapter 11, or going out of business must be communicated to us in writing on company letterhead and signed by a senior officer of your company. The following information must be included in your correspondence.

✧ Old parent company name and New parent company name.
✧ Old company address and New company address
✧ Description (e.g., merger, etc.) and effective date of change.

NOTE: Payments will be remitted to the address listed on your invoice. Therefore, please ensure that any invoices sent to us after the effective date of any changes contain the new information.

**EXPENSE OFFSET**

The expense-offset chargebacks listed herein are intended to cover the administrative, as well as elemental and functional, processing costs that Belk, Inc. will incur due to noncompliance to our standards and requirements. Failure to adhere to the guidelines, requirements, and standards contained in our BEST Plan will result, at a minimum, in the charges listed below. These charges are subject to change and will be updated periodically. Updates will be highlighted in red and shaded. Please visit our Web site at WWW.BELK.COM for future updates.
## EDI ADMINISTRATION

<table>
<thead>
<tr>
<th>NON-COMPLIANCE</th>
<th>EXPENSE OFFSET</th>
</tr>
</thead>
<tbody>
<tr>
<td>UPC not in catalog at time of order entry/receipt</td>
<td>$75 per incident plus $5 per UPC key entered</td>
</tr>
<tr>
<td>No EDI ASN 856 transaction set</td>
<td>$10 per carton</td>
</tr>
<tr>
<td>Inaccurate SKU on ASN</td>
<td>$15 per receipt</td>
</tr>
<tr>
<td>Inaccurate quantity on ASN</td>
<td>$15 per receipt</td>
</tr>
<tr>
<td>Unusable ASN</td>
<td>$10 per receipt</td>
</tr>
<tr>
<td>ASN transmitted after receipt at DC</td>
<td>$10 per carton</td>
</tr>
<tr>
<td>No GS1-128 bar-code on the carton</td>
<td>$7.50 per carton</td>
</tr>
<tr>
<td>GS1-128 label does not meet labeling standards (pg. 13) or is unreadable</td>
<td>$7.50 per carton</td>
</tr>
<tr>
<td>UPC catalog requires corrections</td>
<td>$250 per incident plus $5 per UPC correction</td>
</tr>
<tr>
<td>UPC catalog changes after order entry</td>
<td>$250 per incident plus $5 per UPC changed</td>
</tr>
<tr>
<td>Does not receive Electronic PO 850</td>
<td>$50 per purchase order</td>
</tr>
<tr>
<td>Failed to transmit electronic invoice via 810</td>
<td>$5 per invoice</td>
</tr>
</tbody>
</table>

## TRANSPORTATION

<table>
<thead>
<tr>
<th>NON-COMPLIANCE</th>
<th>EXPENSE OFFSET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unauthorized Air Shipment</td>
<td>Full invoice amount + $50 handling</td>
</tr>
<tr>
<td>Authorized Air Shipment</td>
<td>As pre-approved by Transportation</td>
</tr>
<tr>
<td>No Manifest, failed to provide EDI 204/211 document to the carrier</td>
<td>$50 per occurrence</td>
</tr>
<tr>
<td>Missing or incomplete EDI 214 Carrier Shipment status</td>
<td>$50 per occurrence</td>
</tr>
<tr>
<td>Shipped to wrong Distribution Center</td>
<td>$250 per occurrence + $5.00 per carton</td>
</tr>
<tr>
<td>Failure to consolidate shipments on the same day</td>
<td>Full invoice amount + $50 handling</td>
</tr>
<tr>
<td>Failure to obtain valid Belk Routing authorization (Routing for both DCs is considered two requests)</td>
<td>Full invoice amount + $50 handling</td>
</tr>
<tr>
<td>Used unauthorized carrier (Routing not authorized by Belk)</td>
<td>Full invoice amount + $50 handling</td>
</tr>
<tr>
<td>Significant changes made to weight, cartons, cube, P.O. cancel, etc. without contacting Belk Transportation to revise Routing</td>
<td>Full invoice amount + $50 handling</td>
</tr>
<tr>
<td>Event Description</td>
<td>Charge Description</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------</td>
</tr>
<tr>
<td>Freight available date is less than one business day from earliest PO cancel date</td>
<td>$300 per Routing Request per DC + $50 handling</td>
</tr>
<tr>
<td>Carrier accessorial fees (driver load, driver count, etc.)</td>
<td>As invoiced by Carrier + $50 handling</td>
</tr>
<tr>
<td>Chargeback inquiries older than six (6) months</td>
<td>$30 per aged item/claim</td>
</tr>
<tr>
<td>Vendor request to authorize changes in freight billing</td>
<td>Total freight cost + minimum $50 handling</td>
</tr>
<tr>
<td>Vendor mismatch of Bill of Lading numbers on ASN (856), Invoice (EDI or Printed)</td>
<td>$300 per PO/shipment (for each DC)</td>
</tr>
<tr>
<td>Freight collect should be prepaid</td>
<td>Full invoice amount + $50 handling</td>
</tr>
<tr>
<td>Missing and/or erroneous POs on BOL</td>
<td>$50 per PO per BOL +$50 handling</td>
</tr>
<tr>
<td>Missing and/or erroneous shipment ID numbers on BOL</td>
<td>$50 per shipment – no handling fee</td>
</tr>
<tr>
<td>Unauthorized Direct to Store shipment</td>
<td>Full invoice amount + $50 handling</td>
</tr>
<tr>
<td>Vendor pays half freight for non-consolidated shipments originating West of the</td>
<td>50% of invoice amount</td>
</tr>
<tr>
<td>Mississippi River or outside the contiguous 48 U.S. States</td>
<td></td>
</tr>
<tr>
<td>Recovery of consolidation/pickup fees</td>
<td>As invoiced by the consolidator</td>
</tr>
<tr>
<td>Failure to provide two business days notice (to either POV web-routing or carrier)</td>
<td>$200 per shipment per DC + $50 handling</td>
</tr>
<tr>
<td>Other Transportation or Routing problems</td>
<td>Charges assessed by incident + $50 handling</td>
</tr>
<tr>
<td>DISTRIBUTION</td>
<td></td>
</tr>
<tr>
<td><strong>NON-COMPLIANCE</strong></td>
<td><strong>EXPENSE OFFSET</strong></td>
</tr>
<tr>
<td>Incorrect or missing Purchase Order # on carton</td>
<td>$5 per carton</td>
</tr>
<tr>
<td>Incorrect or missing Store # on carton</td>
<td>$5 per carton</td>
</tr>
<tr>
<td>Incorrect or missing department # on carton</td>
<td>$5 per store/PO receipt</td>
</tr>
<tr>
<td>Incorrect/missing packing slip or packing slip not at the SKU level</td>
<td>$75 per store/PO receipt</td>
</tr>
<tr>
<td>Shipment not packed separately by Store/PO</td>
<td>$75 per store/PO receipt</td>
</tr>
<tr>
<td>Incorrect Packing Slip: quantities, style, color, size not accurate to contents</td>
<td>$75 per store/PO receipt</td>
</tr>
<tr>
<td>Illegible or Unusable Packing Slip</td>
<td>$75 per store/PO receipt</td>
</tr>
<tr>
<td>No Bill of Lading or inaccurate/insufficient detail on the Bill of Lading</td>
<td>$150 per store/po receipt</td>
</tr>
<tr>
<td>Unauthorized bulk shipment</td>
<td>$25 per store/po receipt + 30 cents per piece</td>
</tr>
<tr>
<td>Cartons sealed with bands, straps, string, or not correctly sealed</td>
<td>$25 per store/po receipt</td>
</tr>
<tr>
<td>Unauthorized container used</td>
<td>$150 per store/po receipt</td>
</tr>
<tr>
<td><strong>External carton smaller than minimums</strong></td>
<td><strong>$150 per store/po receipt</strong></td>
</tr>
<tr>
<td><strong>Cartons larger than maximums</strong></td>
<td><strong>$50 per carton</strong></td>
</tr>
<tr>
<td><strong>Carton strength not sufficient</strong></td>
<td><strong>$150 per store/po receipt</strong></td>
</tr>
<tr>
<td><strong>Unnecessary packing materials/pins</strong></td>
<td><strong>$25 per store/po receipt + 25 cents per unit</strong></td>
</tr>
<tr>
<td><strong>Merchandise received in poor condition/wrinkled</strong></td>
<td><strong>To be determined</strong></td>
</tr>
<tr>
<td><strong>Size strip tape missing from folded garments</strong></td>
<td><strong>$25 per store/po receipt + 25 cents per unit</strong></td>
</tr>
<tr>
<td><strong>Removed from &quot;crossdock&quot; and moved to manual processing</strong></td>
<td><strong>$10 per carton</strong></td>
</tr>
<tr>
<td><strong>Removed from &quot;cross dock&quot; and moved to audit</strong></td>
<td><strong>$25 per store/po receipt + 15 cents per unit</strong></td>
</tr>
</tbody>
</table>

### UPC TICKETING & FLOOR READY

<table>
<thead>
<tr>
<th><strong>NON-COMPLIANCE</strong></th>
<th><strong>EXPENSE OFFSET</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Merchandise not UPC marked/missing ticket</td>
<td>$25 per store/PO receipt</td>
</tr>
<tr>
<td>Missing/wrong retail on UPC ticket/supplemental label</td>
<td>$25 per store/PO receipt</td>
</tr>
<tr>
<td>Incorrect Ticket Location</td>
<td>$25 per store/PO receipt + 20 cents per unit</td>
</tr>
<tr>
<td>Unacceptable Hanger or Sizer</td>
<td>$25 per store/PO receipt + 35 cents per unit</td>
</tr>
<tr>
<td>UPC/EAN bar-code poor quality/not scannable</td>
<td>$25 per store/PO receipt</td>
</tr>
<tr>
<td>No Hanger on merchandise (if required)</td>
<td>$25 per store/PO receipt + 35 cents per unit</td>
</tr>
<tr>
<td>UPC missing human readable data</td>
<td>$25 per store/PO receipt + 50 cents per unit</td>
</tr>
<tr>
<td>Ticket format not industry standard</td>
<td>$25 per store/PO receipt + 50 cents per unit</td>
</tr>
<tr>
<td>Full detail in-house tickets supplied/not UPC loaded</td>
<td>$25 per store/PO receipt + 20 cents per ticket</td>
</tr>
<tr>
<td>Retail only tickets supplied</td>
<td>$25 per store/PO receipt + 10 cents per ticket</td>
</tr>
<tr>
<td>Two piece garment tags not supplied</td>
<td>$25 per store/PO receipt + 20 cents per unit</td>
</tr>
<tr>
<td>Removable adhesive not used</td>
<td>$25 per store/PO receipt + 50 cents per unit</td>
</tr>
<tr>
<td>(plus product damage)</td>
<td></td>
</tr>
<tr>
<td>Other UPC related problems</td>
<td>Charges assessed by incident</td>
</tr>
</tbody>
</table>

### RETURN TO VENDOR

<table>
<thead>
<tr>
<th><strong>NON-COMPLIANCE</strong></th>
<th><strong>EXPENSE OFFSET</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Shipped without a valid PO/store not on PO</td>
<td>$25 per store/PO receipt + inbound &amp; outbound freight</td>
</tr>
<tr>
<td>Shipped Prior to PO Start Ship Date</td>
<td>$25 per store/PO receipt + inbound and outbound freight</td>
</tr>
<tr>
<td>Shipped After PO Cancel Date</td>
<td>$25 per store/PO receipt + inbound and outbound freight</td>
</tr>
<tr>
<td>Damaged/defective/unsaleable merchandise</td>
<td>$25 per store/PO receipt + inbound and outbound freight</td>
</tr>
<tr>
<td>Stock/customer defective returns from sales floor</td>
<td>10% of merchandise cost + inbound and outbound freight</td>
</tr>
<tr>
<td>Not Ordered Merchandise</td>
<td>$25 per store/PO receipt + 10% of the merchandise cost + inbound and outbound freight</td>
</tr>
<tr>
<td>Merchandise shipped with substitutions to P.O.</td>
<td>$25 per store/PO receipt + 10% of the merchandise cost + inbound and outbound freight</td>
</tr>
<tr>
<td>Merchandise double shipped</td>
<td>$25 per store/PO receipt + inbound and outbound freight</td>
</tr>
<tr>
<td>Merchandise shipped with overages to PO</td>
<td>$25 per occurrence + 10% of the merchandise cost + inbound and outbound freight</td>
</tr>
<tr>
<td>No back order allowed</td>
<td>$25 per store/PO receipt + inbound and outbound freight</td>
</tr>
<tr>
<td>Vendor’s fault marking room RTV</td>
<td>$25 per store/PO receipt + inbound and outbound freight</td>
</tr>
<tr>
<td>Vendor’s fault salesfloor RTV</td>
<td>10% of merchandise cost + inbound and outbound freight</td>
</tr>
</tbody>
</table>

**ACCOUNTS PAYABLE**

<table>
<thead>
<tr>
<th>NON-COMPLIANCE</th>
<th>EXPENSE OFFSET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incorrect Store Number on Invoice</td>
<td>$5 per invoice</td>
</tr>
<tr>
<td>Continues mailing or sending paper invoices when providing electronic invoices.</td>
<td>$5 per invoice</td>
</tr>
<tr>
<td>Incorrect Purchase Order Number on Invoice</td>
<td>$5 per invoice</td>
</tr>
<tr>
<td>Does not provide Invoice Electronically (EDI 810)</td>
<td>$10 per invoice</td>
</tr>
<tr>
<td>Format for printed invoices not followed</td>
<td>$5 per invoice</td>
</tr>
<tr>
<td>Unauthorized direct to store shipment</td>
<td>$50 + freight</td>
</tr>
</tbody>
</table>

**Expense Offset Inquiries**

- All correspondence must be directed to the BSS Accounts Payable Center (emailed to Vendor_Compliance@Belk.com) and should contain the name of the store to which the inquiry applies and a detailed description of the inquiry (including but not limited to: copy of the check remittance and debit memo). In addition, inquiries must include the vendor's address to which a reply may be sent.

- Disputes for deductions taken from merchandise invoices will only be addressed if the dispute is presented within 12 months of the deduction date (except Proof of Delivery on RTV’s, which must be disputed within 7 months due to carrier limitations). If you have a dispute concerning a deduction, you must put the reason for your dispute in writing, attach a copy of the check remittance and debit memo, and send it to the appropriate address noted previously.

- Any inquiry for items older than 12 months from the deduction date will incur an expense offset of $25/item (per claim number) to do any research. A letter will be sent informing you of that policy and asking if you still want the item(s) researched.

- Any request for information outside of our Interactive Voice Response (IVR) system that is available on IVR will incur an expense offset of $25/item (per claim number) to be fulfilled. A letter will be sent informing you of that policy and asking if you still would like that information provided outside of an IVR request.

- Requests for repayment of unearned discount will be denied if it is determined that the delay was vendor caused (e.g., invoices sent to the wrong PO Box, merchandise sent did not agree with the purchase order, account in debit balance, etc.). In addition, trade discounts will not be refunded regardless of when the invoice is paid.

- Deductions for cost differences which occur when the price on the invoice is greater than the price on the purchase order are not reimbursable. Belk policy is to pay for merchandise at the lower of the price indicated on the purchase order or invoice. Vendor should receive from the buyer a system generated hard
copy or EDI purchase order stating the price we expect to pay for your merchandise. You must verify the accuracy of our PO information and not ship merchandise until all discrepancies on the PO have been resolved.

**MISCELLANEOUS**

**Belk Executive Contacts**

Listed below you will find the Belk organization's main executive contacts for our Floor Ready initiatives, merchandise technology, merchandising divisions, merchandise information systems, distribution, transportation, accounts payable, and EDI/UPC administration.

<table>
<thead>
<tr>
<th>For Information concerning:</th>
<th>Contact:</th>
<th>Phone Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Floor Ready Merchandise</td>
<td>- Logistics Information Systems Manager</td>
<td>(803) 754-6004 ext. 80812</td>
</tr>
<tr>
<td>Supply Chain [Transportation &amp; Distribution]</td>
<td>- VP of Supply Chain - Director of Transportation</td>
<td>(704) 426-6999 (704) 426-6540</td>
</tr>
<tr>
<td>Accounts Payable</td>
<td>- Director Accounts Payable - Manager Accounts Payable - Manager Vendor Compliance</td>
<td>(704) 426-8533 (704) 426-8152 (704) 426-8159</td>
</tr>
<tr>
<td>Electronic Data Interchange (EDI)</td>
<td>- EDI Specialists</td>
<td>(704) 426-6569</td>
</tr>
<tr>
<td>Universal Product Code (UPC)</td>
<td>- UPC Specialist</td>
<td>(704) 426-6559</td>
</tr>
</tbody>
</table>

*Store Address Listing (Refer to the Store Receiving Locations files on our web page at www.belk.com, and click the “About Us” link at the bottom of the page, then click the “Vendor Info” link on the left side.*
<table>
<thead>
<tr>
<th>Date</th>
<th>Section</th>
<th>Subsection</th>
<th>Change Type</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/08/2012</td>
<td>Cover Page</td>
<td>N/A</td>
<td>Deletion</td>
<td>Removed Dept. 540 from list of Fine Jewelry Departments</td>
</tr>
<tr>
<td>12/12/2012</td>
<td>The Belk Vision</td>
<td>Your Role</td>
<td>Clarification</td>
<td>ASN Timing: changed from “at the time of the shipment of the merchandise” to “at the time the shipment is picked up by the carrier”</td>
</tr>
<tr>
<td>12/12/2012</td>
<td>Merchandise Technology</td>
<td>Electronic Data Interchange (EDI)</td>
<td>New Information</td>
<td>Added Belk’s EDI batch schedule</td>
</tr>
<tr>
<td>12/12/2012</td>
<td>Distribution</td>
<td>Advance Shipment Notification (ASN)</td>
<td>Clean-up/Clarification</td>
<td>Changed language to clarify that ASNs must be transmitted at the time the shipment is picked up by the carrier. Also added note that Belk’s internal batch process is taken into account when assessing penalties.</td>
</tr>
<tr>
<td>12/12/2012</td>
<td>Transportation</td>
<td>Your Role</td>
<td>New Requirement</td>
<td>Vendors must now contact the buyer and Transportation Services (by phone and email) when a carrier misses a pick up</td>
</tr>
<tr>
<td>2/11/13</td>
<td>Merchandise Technology</td>
<td>Electronic Data Interchange (EDI)</td>
<td>Organization</td>
<td>Removed discussion of ASN requirements (still present in Packing Slips/Advanced Shipment Notifications section)</td>
</tr>
<tr>
<td>2/11/13</td>
<td>Merchandise Technology</td>
<td>Electronic Data Interchange (EDI)</td>
<td>Removal</td>
<td>Removed EDI batch schedule, as it has no affect on vendor’s operations</td>
</tr>
<tr>
<td>2/11/13</td>
<td>Distribution</td>
<td>Advance Shipment Notification (ASN)</td>
<td>Clarification</td>
<td>Added language to further clarify ASN policies</td>
</tr>
</tbody>
</table>