

## **VENDOR COMPLIANCE GUIDELINES**

Welcome to WHSmith North America. We are pleased to enter a partnership with you/your brand and look forward to our mutual success. Enclosed is the most current Vendor Compliance Guidelines for The Marshall Retail Group, LLC and InMotion Entertainment Group, LLC (collectively “Buyer”).

These Guidelines are intended as a resource as you prepare to ship your first orders and as a reference tool for use when questions arise surrounding invoicing, shipping, ticketing, and packaging requirements. Acknowledge your receipt of this packet and agreement to its terms by signing the vendor Acceptance and Acknowledgement Letter, Corporate Responsibility Policy Acknowledgement and completing the Vendor Information Form. Both must be signed and returned along with a valid W9 Tax ID Certificate to your category buyer.

**This packet outlines Buyer’s specifications for:**

- I. VENDOR TICKETING**
- II. PACKAGING AND CARTON LABELING**
- III. SHIPPING**
- IV. BILLING**
- V. GENERAL INFORMATION**

**APPENDIX A - TICKET PLACEMENT**

**APPENDIX B - PURCHASE TERMS & CONDITIONS**

**ACCEPTANCE AND ACKNOWLEDGEMENT LETTER (to be signed and  
returned) VENDOR INFORMATION FORM (to be completed and returned)**

**All Vendors are REQUIRED to always comply with these guidelines. Exceptions to these guidelines will result in chargebacks that are deducted from Vendor payments.**

**The Vendor’s Signature on the Vendor Letter indicates receipt and acceptance of Buyer’s Vendor Compliance Guidelines as modified by Vendor and Buyer. However, shipment of any merchandise signifies acceptance of such modified Vendor Compliance Guidelines by the**

## **VENDOR COMPLIANCE GUIDELINES**

## **I. VENDOR TICKETING**

All Vendors are required to ticket merchandise. Tickets will be shipped at a cost of \$11 per purchase order. If you have not received tickets in 7 to 10 business days after receiving an order, contact your category buyer or reach out to [mrgshipping@marshallretailgroup.com](mailto:mrgshipping@marshallretailgroup.com). Ticketing charges will be automatically deducted from your invoice.

If the product you are providing requires adhesive tickets and you are equipped to produce adhesive merchandise tickets, you may make your own tickets by following Buyer standards:

- ☒ Blank ticket stock may be purchased from Buyer at current cost.
- ☒ If ticket stock is purchased from any other supplier, it must have buyer approval.
- ☒ Buyer UPC and compatible bar code must be used. Buyer approval required for any Vendor UPCs.
- ☒ Cover any existing bar codes; do not apply new ticket over existing incorrect pricing.
- ☒ Remove existing hang tags unless approved by Buyer.

All Vendors are required to pre-ticket merchandise prior to shipment and will incur chargebacks if pre-ticketing is not done or is incorrect.

**See APPENDIX A for proper ticket placement.**

\* Please refer to the **Chargeback Schedule** on Page 7 of this document.

## **II. PACKAGING AND CARTON LABELING**

### **INDUSTRY STANDARDS AND SIZE RESTRICTIONS**

All corrugated shipping containers must meet minimum industry standards of ply weight, compression strength, and puncture resistance. All packaging must comply with current National Motor Freight Classification Guide requirements and be within FedEx and/or United Parcel Service (UPS) size restrictions.

### **PALLETIZED/CARTON PACKAGING AND LABELING**

When appropriate or requested by Buyer, individual cartons must be consolidated into appropriately sized unit loads for ease and efficiency of transport and handling. The unit load is standard size pallet dimensions.

**Except for parcel (UPS/FedEx) shipments**, all merchandise must be in cartons and all cartons on pallets with dimensions of:

- 48" x 40" with a maximum fork clearance of 3 ½".
- Maximum height of stacked cartons is 72", including pallet.
- All cartons must not exceed the length & width of the Pallet.
- Cartons must be stacked on the pallet preferably in an interlocking pattern.
- Purchase Orders must be kept together.

Cartons must be secured to the pallet, and the load properly stabilized to prevent shifting in transit.

**Stretch-wrapping film is a minimum requirement.**

**\*\* Note: Any shipments that arrive with cartons not intact or P.O.'s commingled will incur chargebacks.**

## **CARTON PACKING**

The following packaging procedures must be followed to avoid chargebacks:

- ☒ All ready-to-wear apparel and accessories must be individually poly bagged and flat packed (no hangers), unless specified differently by Buyer.
- ☒ Multiple piece sets must be poly bagged together according to Buyer Purchase Order.
- ☒ All headwear must be poly bagged in quantities of six (6) by style, color, and size within an inner pack carton, unless specified differently by Buyer.
- ☒ Hardline inner pack quantities must be packed as specified on the Buyer P.O.
- ☒ Gift and plush vendors must notify buyer with inner pack information before shipping.
- ☒ Quantity shipped must match Buyer P.O. Substitutions or overages will incur chargebacks and be subject to return.
- ☒ **Do not use foam packing peanuts.**

**Individual cartons must not exceed 50lbs.**

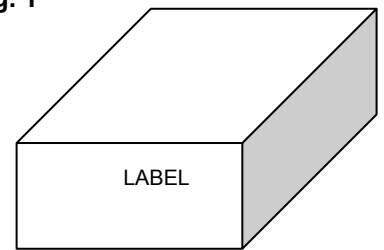
## **MASTER PACK CARTON LABELING**

**Buyer requires the following information on all master pack labels:**

- P.O. Number
- Buyer Style # & bar code
- Vendor style #
- Quantity (by size and color when applicable)

Place the Master Pack label on the smallest end panel in the upper right corner. See the example to the right (Fig. 1).

**Fig. 1**



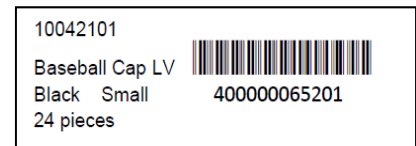
## **INNER PACK LABELS**

**Buyer requires the following information on all inner packs:**

- Buyer Style number and barcode
- Description
- Color (when applicable)
- Size (when applicable)
- Quantity

**\*\*Pre-ticketed items inner packed in clear poly bags do not require additional inner pack labels.**

**sample inner pack label**



## **SHIPPING LABEL**

**Buyer requires the following information on all shipping labels:**

- Vendor Name
- Vendor Address
- Phone Number
- Purchase Order Number
- Carton number and total number of cartons (i.e., 15 of 30).

### **III. SHIPPING**

**Buyer does not pay freight. DO NOT ADD FREIGHT CHARGES TO THE INVOICE. A \$25 charge will be assessed against invoices containing freight charges.**

**All shipments are to be FOB Destination.**

**Buyer cancel dates are IN HOUSE. Shipments must arrive by the cancel date or be subject to refusal or chargebacks.**

#### **COMPLETE SHIPMENTS**

All Purchase Orders must be shipped complete. Partial shipments are not allowed without the written consent of the Buyer.

**Note: Each carton should contain merchandise from only one (1) Purchase Order! Please DO NOT mix items from multiple P.O.'s in the same carton.**

#### **ASN CONTACT PRIOR TO SHIPPING**

**Prior to shipping any order to Buyer, Vendor must contact us to provide shipping details at: [mrghshipping@marshallretailgroup.com](mailto:mrghshipping@marshallretailgroup.com).**

#### **Provide the following information:**

- Vendor Name
- PO #
- # Units Shipped
- Carrier (FedEx, UPS, LTL truck etc.)
- Date to be shipped.
- Contact name and information so that we may contact you if necessary.

#### **DELIVERY ADDRESS**

**All shipments are to be sent to:**

**MRG Distribution**  
**Center**3755 W Sunset Rd  
Suite A Receiving  
DockLas Vegas, NV  
89118

**Drop shipments to other address as noted on Buyer Purchase Order.**

#### **BILLS OF LADING (PALLETIZED SHIPMENTS via LTL carrier)**

Multiple P.O.'s must be combined onto one Bill of Lading

#### **BILLS OF LADING MUST INDICATE THE FOLLOWING:**

- Actual shipping point (NAME/ADDRESS)
- Description (including COUNTRY OF ORIGIN & COMMODITY CODE)



- Buyer Purchase Order # (s)
- Billing must be prepaid (DO NOT SHIP DRIVER COLLECT)

#### **IV. BILLING**

Unless otherwise indicated or supported by local tax laws, Buyer Purchase Orders are for resale merchandise, and are not subject to sales tax. A resale certificate will be filed with your company upon request. You may call the Accounting Office at (702) 385-5233 to obtain a resale certificate.

Each Purchase Order (P.O.) must be invoiced separately, at the quantities and prices on the P.O. If any prices or quantities on the P.O. are incorrect, Buyer must approve price or quantity increases **prior to shipment**. Unapproved price or quantity increases will be deducted from Vendor invoices.

All invoices MUST contain a valid **Buyer P.O. number**. A \$50 chargeback will be assessed for invoices that do not contain a P.O. number. A \$100 chargeback will be assessed for invoices that contain more than one P.O. number. All invoices will be paid in accordance with the Purchase Order, Purchase Terms and Conditions (Appendix B) and other terms contained in the Vendor Compliance Guidelines.

#### **ALL INVOICES MUST BE MAILED TO THE FOLLOWING BILLING ADDRESS:**

**Marshall Retail Group**  
Attn: Retail Accounts  
Payable 3755 W Sunset Rd,  
Suite A Las Vegas, NV 89118

A \$25 chargeback will be assessed for invoices mailed to any other address.

#### **V. GENERAL**

By delivering goods to Buyer pursuant to any Purchase Order, seller agrees to indemnify, save and hold Buyer harmless from any loss incurred by Buyer, including the payment of reasonable attorney's fees, based on claims of infringement of any patent, copyright, trademark, trade dress, trade secret, or related right of any kind made against Buyer arising out of Buyer's resale of the goods delivered by seller pursuant to any P.O.

Special instructions, as required, will be forwarded with Purchase Orders.

Notification to Buyer is to be made immediately if Vendor is unable to deliver in part or all of the merchandise included on a P.O. Partial shipments are not allowed without the written consent of the Buyer.

Any violations of any of the terms and conditions stated in the Vendor Compliance Guidelines may result in cancellation of the P.O., or chargeback in accordance with the chargeback schedule included.

All new Vendors are required to submit a valid W9 Tax ID Certificate with the Vendor Information Form and Acknowledgement letter found at the end of this document.

## **VENDOR GUIDELINE RECAP**

### **A. PACKING INSTRUCTIONS**

- No individual cartons to exceed 50 lbs.
- Master pack label on all cartons; inner pack label when applicable
- All ready-to-wear apparel and accessories poly bagged individually and flat packed.
- All sets must be poly bagged together according to Buyer P.O.
- Do not use packing peanuts.
- **No substitutions or overages without written buyer approval.**

### **B. SHIPPING LABELS**

**Each carton must be labeled, and the labels must include:**

- Vendor Address
- Shipping Address
- Buyer Purchase Order Number
- On multiple carton shipments, each carton must be marked "Carton number – total number of cartons." i.e., "1 of 5" – "2 of 5" – 3 of 5" etc. Indicate the total number of cartons in shipment.

### **C. CARTON SPECIFICATION**

- Minimum 200 lb. Test

### **D. PALLET SPECIFICATION**

- 48" X 40" X 72"

### **E. SHIPPING INSTRUCTIONS**

- All Vendors pay for freight charges.
- EARLY or LATE shipments that are accepted will result in a 1% chargeback of the entire shipment if more than 7 days early or late.
- All freight moved SAME DAY; SAME ORIGIN must appear on the same Bill of Lading
- If the Vendor mailing address is not your shipping point, please submit the correct information on the Buyer Vendor Information Form.
- Any violation of the above requirements or requirements on the Buyer Purchase Order will result in either cancellation of the order or a 1% chargeback, unless otherwise stated above.

### **F. BILLING INSTRUCTIONS**

- All invoices must contain a valid P.O. number.
- Each P.O. must be invoiced separately.
- All payment will be the lower of the invoice price or the P.O. price.
- The payment due date will be based on the actual date received in the Buyer Distribution Center, or the date of the invoice, whichever is later.
- Early shipments, if accepted, will have the payment due date based on the start ship date as noted on the P.O.
- Any shipments that are received either early or late, if accepted, will be assessed a 1% fee if more than seven (7) days early or late.

## **CHARGEBACK SCHEDULE**

<b>A.</b>	<b><u>PACKING VIOLATIONS</u></b>	<b><u>CHARGE</u></b>
	• Overweight carton (per carton)	\$80.00
	• Inner packs missing/incorrect	\$80.00
	• Apparel shipped on hangers	\$50.00
	• Packing peanuts used	\$50.00
<b>B.</b>	<b><u>CARTON MARKING VIOLATIONS</u></b>	<b><u>CHARGE</u></b>
	• P. O. # missing or incorrect	\$80.00
	• Carton not marked with merchandise, qty., or style#	\$50.00
	• Multiple P.O.'s in same carton	\$100.00
	• Other missing information required	\$50.00
<b>C.</b>	<b><u>SHIPPING VIOLATIONS</u></b>	<b><u>CHARGE</u></b>
	• Shipped to wrong address	\$80.00
	• Multiple P.O.'s shipped in the same box	\$100.00
	• Multiple P.O.'s commingled among pallets	\$50.00
<b>D.</b>	<b><u>BILLING VIOLATIONS</u></b>	<b><u>CHARGE</u></b>
	• P. O. # missing or incorrect on invoice	\$80.00
	• Multiple P.O.'s on single invoice	\$100.00
	• Total units not on invoice	\$50.00
	• No invoice #	\$80.00
	• Invoice cost does not match P.O. cost	\$100.00
	• Invoice not mailed to correct address (See invoice requirements)	\$25.00
<b>E.</b>	<b><u>VIOLATIONS REQUIRING REWORK</u></b>	<b><u>CHARGE</u></b>
	▪ Incorrect/Missing/Misplaced tickets/labels	\$100.00
	▪ Un-Authorized vendor hangtags not removed	\$80.00
	▪ Incorrect Inner packs or missing polybags	\$80.00
<b>F.</b>	<b><u>EARLY/LATE SHIPMENTS</u></b>	
	▪ If accepted	1% of invoice amount if more than 7 days early / late
	▪ If refused	\$100.00



## **BUYER CONTACT INFORMATION**

Please contact the appropriate Buyer or Assistant Buyer for any questions regarding merchandise changes, cancel dates, product substitutions, or other information concerning your purchase order.

### **MEN'S APPAREL & ACCESSORIES**

- Lindsey Eaton, Buyer – **Email:** [leaton@marshallretailgroup.com](mailto:leaton@marshallretailgroup.com)
- Edgar Carranza, Associate Buyer – **Email:** [edgar.carranza@marshallretailgroup.com](mailto:edgar.carranza@marshallretailgroup.com)
- Ashley Areola-Orozco, Asst. Buyer – **Email:** [ashley.arreola-orocho@marshallretailgroup.com](mailto:ashley.arreola-orocho@marshallretailgroup.com)

### **WOMEN'S APPAREL & SHOES**

- Camille Dodd, Sr. Buyer – **Email:** [cdodd@marshallretailgroup.com](mailto:cdodd@marshallretailgroup.com)
- Felicia McCoy, Buyer – **Email:** [felicia.mccoy@marshallretailgroup.com](mailto:felicia.mccoy@marshallretailgroup.com)
- Olivia Wells, Asst Buyer – **Email:** [owells@marshallretailgroup.com](mailto:owells@marshallretailgroup.com)

### **WOMEN'S ACCESSORIES & HANDBAGS, LICENSED FASHION/BEAUTY & HABA**

- Letitia Espinoza, Sr. Buyer - **Email:** [lespinoza@marshallretailgroup.com](mailto:lespinoza@marshallretailgroup.com)
- Lyssa Daley, Associate Buyer - **Email:** [ldaley@marshallretailgroup.com](mailto:ldaley@marshallretailgroup.com)
- Eva Salvador, Associate Buyer – **Email:** [esalvador@marshallretailgroup.com](mailto:esalvador@marshallretailgroup.com)
- Janelle Castillo, Buyer - **Email:** [jcastillo@marshallretailgroup.com](mailto:jcastillo@marshallretailgroup.com)
- Emily Merriitts, Asst. Buyer - **Email:** [emerriitts@marshallretailgroup.com](mailto:emerriitts@marshallretailgroup.com)

### **LAS VEGAS HARLEY-DAVIDSON & SPORTS LICENSED**

- Margaret Barlow, **Email:** [mbarlow@marshallretailgroup.com](mailto:mbarlow@marshallretailgroup.com)
- Logan Jackson, Asst. Buyer – **Email:** [logan.jackson@marshallretailgroup.com](mailto:logan.jackson@marshallretailgroup.com)

### **GIFT**

- Melanie Pacoma, Buyer – **Email:** [mpacoma@marshallretailgroup.com](mailto:mpacoma@marshallretailgroup.com)
- Sonja Wills, Asst. Buyer – **Email:** [swills@marshallretailgroup.com](mailto:swills@marshallretailgroup.com)

### **RESORT SOFTLINES & ACCESSORIES**

- Stephanie Ravindran, Buyer – **Email:** [stephanie.ravindran@marshallretailgroup.com](mailto:stephanie.ravindran@marshallretailgroup.com)
- Colin McBride, Associate Buyer - **Email:** [colin.mcbride@marshallretailgroup.com](mailto:colin.mcbride@marshallretailgroup.com)
- Jessica Ayon-Ayon, Assistant Buyer – **Email:** [jayon-ayon@marshallretailgroup.com](mailto:jayon-ayon@marshallretailgroup.com)

### **AIRPORT SOFTLINES & KIDS**

- Michele King, Buyer – **Email:** [Michele.king@marshallretailgroup.com](mailto:Michele.king@marshallretailgroup.com)
- Chad Rogers, Asst. Buyer – **Email:** [crogers@marshallretailgroup.com](mailto:crogers@marshallretailgroup.com)

### **RESORT LOGO HARD LINES**

- Nancy Nightengale, Buyer – **Email:** [nnightengale@marshallretailgroup.com](mailto:nnightengale@marshallretailgroup.com)
- Dawn Rodriguez, Associate. Buyer – **Email:** [droduriquez@marshallretailgroup.com](mailto:droduriquez@marshallretailgroup.com)
- Stephanie Pickett, Asst. Buyer – **Email:** [spickett@marshallretailgroup.com](mailto:spickett@marshallretailgroup.com)

**AIRPORT LOGO HARD LINES**

- Sandy Quong, Buyer – **Email:** [Sandra.quong@marshallretailgroup.com](mailto:Sandra.quong@marshallretailgroup.com)
- Ana Lewis, Assistant Buyer – **Email:** [ana.lewis@marshallretailgroup.com](mailto:ana.lewis@marshallretailgroup.com)

**BUYER CONTACT INFORMATION continued**

**BEVERAGES**

- Ukare Landi, Buyer – **Email:** [ulandi@marshallretailgroup.com](mailto:ulandi@marshallretailgroup.com)
- Shawanda Kinsey, Associate Buyer – **Email:** [Shawanda.kinsey@marshallretailgroup.com](mailto:Shawanda.kinsey@marshallretailgroup.com)
- Joy Scott, Assistant Buyer – **Email:** [joy.scott@marshallretailgroup.com](mailto:joy.scott@marshallretailgroup.com)

**LOCAL CONSUMABLES/FRESH**

- Dustin Medeiros, Buyer – **Email:** [dmedeiros@marshallretailgroup.com](mailto:dmedeiros@marshallretailgroup.com)
- Jaine Bracey, Associate Buyer – **Email:** [Jaine.bracey@marshallretailgroup.com](mailto:Jaine.bracey@marshallretailgroup.com)
- Misty Birch, Assistant Buyer – **Email:** [mbirch@marshallretailgroup.com](mailto:mbirch@marshallretailgroup.com)

**NATIONAL CONSUMABLES/SPECIALTY CANDY**

- Nina Harris-Alabanza, Buyer – **Email:** [nina.harris-alabanza@marshallretail.com](mailto:nina.harris-alabanza@marshallretail.com)
- Nieka Zupfer, Associate Buyer – **Email:** [nieka.zupfer@marshallretail.com](mailto:nieka.zupfer@marshallretail.com)

**PUBLICATIONS**

- James Knowles, Buyer – **Email:** [jknowles@marshallretail.com](mailto:jknowles@marshallretail.com)

**INMOTION**

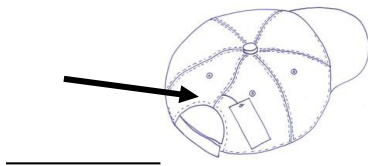
- Paul Navarro, Sr. Buyer – **Email:** [pnavarro@inmotionstores.com](mailto:pnavarro@inmotionstores.com)
- Sandra Shimizu, Buyer – **Email:** [Sandra.shimizu@marshallretailgroup.com](mailto:Sandra.shimizu@marshallretailgroup.com)
- Chris Burns, Buyer – **Email:** [chrisburns@inmotionstores.com](mailto:chrisburns@inmotionstores.com)
- Larai Monroe, Asst. Buyer – **Email:** [larai.monroe@inmotionstores.com](mailto:larai.monroe@inmotionstores.com)

**APPENDIX A**  
**TICKET PLACEMENT**

Listed below are common items purchased by Buyer. It is the Vendor's responsibility to contact Buyer for instructions on any items not listed specifically to ensure proper ticket placement.

**ACCESSORIES**

- **BELTS**  
Attach ticket to belt buckle.  
**Tickets MUST be attached using 3" / 75 mm Secur-a-tach fasteners (handcuffs).**
- **EARRINGS, PINS**  
Attach ticket to **back** of earrings / pin card provided. Attach earrings or pin to card.
- **GLOVES**  
Attach ticket at top of **left** glove using a 3" General Purpose Fastener (bullet). Attach in seam, **do not puncture fabric.**
- **HATS**
  - **Baseball style caps:** Attach ticket into center back seam no more than 1" from the bottom.
  - **Other hats:** Attach ticket to label inside of headband using a 3" General Purpose Fastener (bullet).

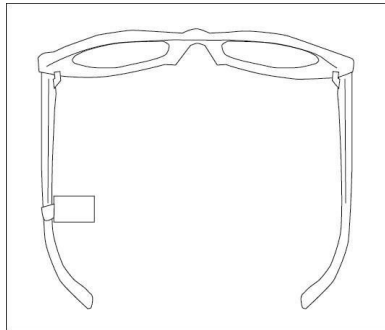


- **NECKLACES, BRACELETS, ANKLETS, WATCHES, KEYCHAINS**  
Fold ticket at perforation. Loop tail around item at the clasp, buckle, or ring.
- **NECKWEAR**  
Attach ticket to keeper at the back of the tie.
- **RINGS, TOE-RINGS**  
Loop ticket around ring.
- **SCARVES**  
Attach ticket to label or into seam (if present) using a 3" General Purpose Fastener (bullet). **Do not puncture fabric.**

- SOCKS, PANTYHOSE
- Attach ticket to back of packaging. Cover any existing bar code.

- **SUNGLASSES**

Fold ticket at perforation. Loop tail around item at left arm joint.



**APPAREL (MEN'S, WOMEN'S, CHILDREN'S)**

**DO NOT PUNCTURE FABRIC.** Tickets must be attached using a 3" General Purpose Fasteners.

- **BLOUSES, T-SHIRTS, DRESSES, OUTERWEAR, SWEATERS, TOPS, ROBES**

Attach ticket into care / size label at neckline. If care label is not present at neckline, attach ticket in **neckline seam**. Email for ticket placement instructions if attaching ticket at neckline will damage garment; Buyer Director of Distribution: (702)949-8761 or ediedrich@marshallretailgroup.com .

- **PANTS, SHORTS, SKIRTS**

Attach ticket into care / size label at waistband.

- **SWIMWEAR**

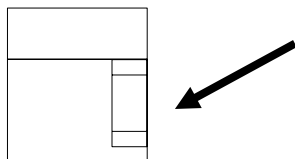
Attach ticket to label.

Two piece sets: attach ticket to care label on top.

- **Ticket should be attached to the top item of 2 piece sets.**

**FOOTWEAR**

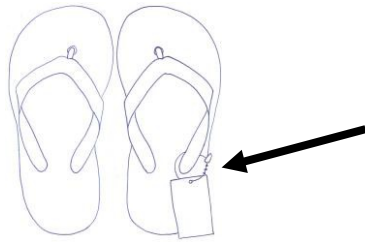
- **SHOE BOXES**



Tickets should be placed vertically on the RIGHT SIDE of the **front** of the shoe box.

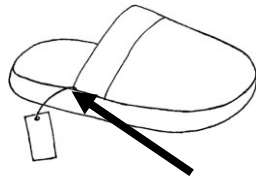
- **Shoe Boxes with Barcodes:** Tickets should be placed vertically **OVER THE EXISTING BARCODE** on the front of the shoe box.

- **FLIP FLOPS AND SANDALS**



Attach ticket on the right shoe at the outer strap using a 3" / 75mm Secur-a-tach fastener (handcuff).

- **SLIPPERS**



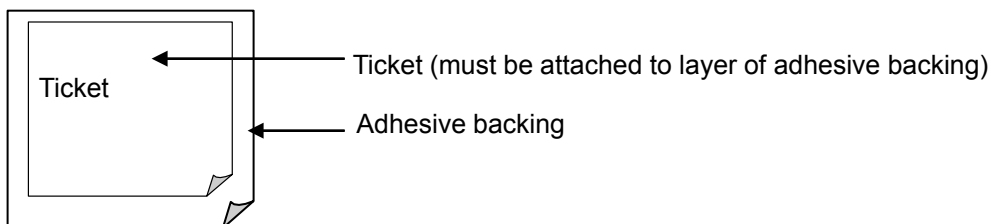
Attach ticket to outside **right** slipper using a using a 3" General Purpose Fastener (bullet).

**FRAGRANCE**

- Adhesive type ticket should be centered on the bottom of the box.
- **Ticket should cover any existing bar code.**

**GIFT- COLLECTABLES, DOLLS, SPECIALTY GLASS, AND OTHER INDIVIDUALLY BOXED GIFT ITEMS**

- Piggy-back type ticket should be placed over any existing bar code on the item box. If no bar code is present, place ticket on bottom of box.
- Peel outer layer adhesive backing leaving ticket in place on inner layer of adhesive backing:



#### **HANDBAGS, TOTES, FANNY PACKS, WALLETS, COIN PURSES**

- Tickets **MUST** be attached using 3" / 75mm Secur-a-tach fasteners (handcuffs).
- Tickets should be attached to the zipper pull **inside the item**. If zipper is not present, attach ticket to outside zipper pull or right side of handle.

#### **LUGGAGE**

- Tickets **MUST** be attached using 3" / 75mm Clear Secur-a-tach fasteners (handcuffs).
- Ticket should be attached to right side of top handle.

#### **LOGO SOUVENIERS**

- **KEYCHAINS, PENS**  
Wrap around key ring or pen clip.
- **GLASSWEAR, PLATES, SHOT GLASSES, MUGS ETC....**  
Attach ticket to the **bottom** of the item.  
Ticket **must not cover any logo or important information** such as county of origin, age dating, or warning statements. Tickets must be adhered to the product, NOT the packaging.
- **MAGNETS, FRAMES, MISCELLANEOUSE LOGO ITEMS**  
Attach ticket to **back** of item. **Cover any existing bar code. Call for instructions if placement needs discussion.**

#### **PLUSH**

- If card-stock tickets are sent; attach ticket into care / mfg label using a 3" General Purpose Fastener(bullet). If peel and stick tickets are sent; attach ticket to existing hang tag **covering any bar code**.

#### **BEACH TOWELS, GOLF TOWELS**

- Attach ticket to the label. Tickets must be attached using a 3" General Purpose Fastener (bullets).



## **APPENDIX B**

### **PURCHASE TERMS & CONDITIONS**

**1. TERMS:** The terms and conditions contained in the Vendor Compliance Package and any special conditions on any Purchase Order and any drawings or specifications referred to on the face thereof together are the complete and exclusive statement of the terms and conditions of the Purchase Order (P.O.). Changes in or waiver of the terms and conditions of the P.O. shall not be binding on Buyer unless made in writing and signed by an authorized representative of Buyer's purchasing department. Buyer and Vendor as designated in the Purchase Order shall be subject to and governed by the Purchase Order including all Terms and Conditions herein (the Purchase Order and the following terms and conditions are hereinafter collectively referred to as the Contract). No terms and conditions of Vendor contained in any reply in acknowledging this Contract or in the acceptance of this Contract shall apply. Acceptance by Buyer of the goods or services shall not constitute acceptance of Vendor terms and conditions. All P.O.'s require the signature of a responsible party.

**2. TRADEMARKS AND CONFIDENTIAL INFORMATION:** Vendor has no right to, and agrees not to, use the trade name or service mark of Buyer or its affiliates ("Mark") in any advertising or publicity to endorse Vendor's products or services, or for any other purpose or in any other manner except to fulfill this Contract: Vendor is authorized to use Marks solely as specified in, and only in connection with, this Contract. All non-public or proprietary information of Buyer including, but not limited to, writings, drawings, models and oral disclosures not in the public domain, received by Vendor from Buyer, is Buyer's property, shall be held by Vendor in confidence at all times, shall not be used or disclosed to any third party without Buyer's prior written consent except as required by law, and shall be returned to Buyer or destroyed upon demand. Buyer and its affiliates shall be entitled to seek equitable relief to prevent a breach, or secure enforcement, of this paragraph.

**3. PACKAGING AND SHIPPING:** All goods shall be prepared for shipment and packed in accordance with commercially reasonable standards to prevent damage or deterioration as result of normal handling and conditions. Buyer will pay no charges for preparation, packaging, crating or cartage unless separately stated in the Contract. Vendor shall comply with Buyer's written instructions as to packaging and shipping. Vendor shall ship so that product arrives at Buyer's facility on or after the "Earliest Receipt Date" but not after the "Cancel Date" specified on the P.O. without Buyer's prior written approval.

**4. TIMELINESS:** Time is of the essence in the Vendor performance of the Contract. If in the sole exclusive judgment of Buyer, Vendor has failed or if Vendor has refused to diligently proceed with the processing of the order for delivery pursuant to the terms of the Contract, the Buyer may terminate without cost or penalty to either party, the whole or any part of the Contract prior to shipment, provided Buyer gives Vendor two (2) business days prior written notice of such termination. If upon delivery all or a portion of the goods is not in compliance with the terms of this Contract as to condition, quality or specifications of the goods, Buyer may cancel this Contract as to all or a portion of the goods not in compliance and return same to Vendor at Vendor's sole cost and expense. Buyer shall not be obligated to accept replacements for rejected goods, unless Buyer specifically requests in writing that such rejected goods be replaced, and Vendor agrees to same. Quantity discounts, if any, given to Buyer shall not be lost as a result of the rejection of any goods for the reasons set forth herein.

**5. TITLE AND RISK OF LOSS:** Title to goods shall rest in Buyer upon final acceptance of the goods by Buyer at destination. Vendor shall bear all risk of loss on goods until such final acceptance, except for loss occasioned by the negligence of Buyer.

**6. PRICE:** Prices include all applicable taxes, except sales taxes which are separately shown where applicable. Vendor warrants that the prices charged do not exceed those charged by Vendor to any other similar customer purchasing similar goods or services in comparable quantities under like terms or circumstances.

**7. PAYMENTS:** Invoices shall contain the following information: Contract or Purchase Order number, item number, Contract description of goods or services, colors, sizes, quantities, unit prices and extended totals. No invoice shall be issued prior to shipment of goods or performances of service and no payment shall be made prior receipt of correct invoice. Payment due dates including discount period shall be computed from date of receipt of goods or date of correct invoice (whichever is later) to date Buyer's check is mailed. However, should receipt of goods occur prior to the first receipt date, the due date will be computed from the first receipt date noted on the P.O. if the merchandise is accepted. Buyer may set off any amount owed by Vendor to Buyer against any amount owed by Buyer under this Contract. If an invoice is sent to the wrong address, billing terms shall be measured from receipt of invoice at the correct address. The date of receipt of Buyer's check for good funds is the date payment is made for payment discount purposes.

**8. GRATUITIES:** Vendor understands and will comply with the policy that employees of Buyer do not accept for their personal benefit gifts, gratuities, cash, samples, special favors or other means of influence as inducements to conduct business with Vendor. Buyer may by written notice to Vendor cancel the right of Vendor to proceed under any Contract if it is found that Vendor has violated policy stated above. In the event a Contract is so canceled, Buyer shall be entitled (i) to pursue the same remedies against Vendor as Buyer could pursue in the event of a breach of the Contract by Vendor and (ii) to collect, in addition, any other damages to which it may be entitled including any sums or consideration paid by Vendor.

**9. ACCEPTANCE AND REJECTION OF GOODS; WAIVER:** Approval of requested preproduction sample is required prior to product manufacture. Final inspection and acceptance of the goods shall be at Buyer's premises and shall be at the time of receipt of such goods by Buyer. Acceptance by Buyer of all or any part of the goods and services shall not constitute a waiver of any claims Buyer might have for chargebacks in respect of delays in delivery; and subsequent to such acceptance, Buyer shall retain the right to revoke acceptance of all or any part of such unsold goods and services that were damaged, defective, or non-conforming at time of delivery, subject to the terms of any defectives or return allowance provided by Vendor. If the goods and services are rightfully rejected, in whole or in part, at any time, Vendor shall bear all loss, cost and expense in connection therewith, and shall make all arrangements for storage and disposition or return of such goods and services.

**10. WARRANTY:** Vendor warrants that all goods and services under this Contract (i) shall be new, (ii) shall conform to the requirements of this Contract, including all applicable descriptions, specifications, drawings, and samples, (iii) shall be of good quality and be free from defects in design, material, and workmanship. If Vendor knows or has reason to know the purpose for which Buyer intends to use the goods, the goods are to be suitable in every respect for the purpose intended and shall be merchantable. No food, drug, device, cosmetic contained in any shipment to Buyer at any time will, at time of shipment or delivery, be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, or be an article which may not, under that Act, be introduced into Interstate Commerce. These warranties are in addition to any other express warranties given by Vendor for such goods and services and any warranties implied by law and trade and usage. Vendor's Warranties shall survive inspection, acceptance, and payment, and be construed as consistent and cumulative with each other and with all warranties implied by law, Subject to any defectives or return allowance provided by Vendor to Buyer,

Buyer may, at its option, return for credit and refund or require prompt correction or replacement of the non-conforming goods. Defective or non-conforming goods shall not be corrected or replaced unless specified in Buyer's written order and agreed to by Vendor.

**11. INFRINGEMENT:** Vendor shall defend, indemnify, and hold harmless Buyer against all claims, causes of action, liabilities, losses, cost, or expenses (including attorney's fees) arising out of any alleged infringement by any goods delivered under this Contract subject to and in accordance with the terms of Section 14 below.

**12. Intentionally omitted.**

**13. TERMINATION ON DEFAULT VENDOR:** In the event of any material default by Vendor of any of the provisions of the Contract which is not cured within 30 days after written notice thereof, then Buyer may, in its sole discretion, terminate the Contract or any part thereof prior to shipment, without any further cost, expense or

Vendor Compliance Guidelines

<http://www.marshallretailgroup.com>

Revised: June 2023

obligation to Buyer, in addition to any other rights or remedies Buyer may have hereunder or at law..

**14. DEFAULT:** If Vendor fails to materially comply with a Contract and such failure not cured within 30 days after written notice thereof (unless a shorter time frame of not less than 15 days is reasonably warranted and demanded in such written notice) or any proceeding is filed by or against Vendor in bankruptcy or for insolvency or any trustee or receiver is appointed for Vendor or an assignment is made for the benefit of creditors, Buyer may cancel such affected Contract prior to shipment by written notice to Vendor without any liability.

**15. WORK ON BUYER'S PREMISES:** If Vendor's work under a Contract is on Buyer's premises, Vendor shall take all necessary precautions to prevent the occurrence of injury or damage to persons or property. Vendor shall maintain such public liability; property damage and employee's liability and compensation insurance as shall protect Buyer from said risks and from any claims under any applicable workman's compensation and occupational disease acts.

**16. LIENS:** Vendor shall indemnify, defend, and hold Buyer and its property free and clear of all liens and encumbrances arising by or through Vendor subject to in accordance with the terms of Section 14 below.

**17. CORPORATE SOCIAL RESPONSIBILITY:** Buyer practices Corporate Social Responsibility ("CSR") and aims to engage in sustainable business activities to promote its corporate values. Buyer believes that to fulfill this responsibility, it is vital to improve the quality of our purchasing and procurement of goods and materials, and we have therefore established the following policy with the aim of practicing CSR and forging sound relationships with suppliers. To support these initiatives, we expect our suppliers to abide by the following policies: 1) observe applicable laws and regulations of respective countries and endeavor to understand and respect applicable international norms and guidelines in conducting its procurement activities. 2) endeavor to engage in transparent transactions that are just and fair, and not participate in cartels or bid rigging. 3) properly assess the financial situation, technological capabilities, social responsibility initiatives, etc. of suppliers, and engage in transactions that are based on rational decision-making. 4) obtain purchasing and procurement from suppliers that respect human rights and do not commit human rights infringements such as unjust discrimination, slave labor, forced labor, child labor, human trafficking, etc. 5) obtain purchasing and procurement from suppliers that give due consideration to health and safety risks and take corrective action to improve occupational health and safety on an ongoing basis (collectively "CSR Representations.") Notwithstanding the foregoing and in addition thereto, Vendor warrants that goods supplied pursuant to a Purchase Order shall fully comply with requirements specified in WH Smith's Responsible Sourcing Standards and Environmental Policy (as available at [www.whsmithplc.co.uk](http://www.whsmithplc.co.uk)), as may be amended from time to time, and that, in the event that it does not, has brought such non-compliance to the attention of Buyer. As part of implementing WH Smith's Responsible Sourcing Standards, suppliers should take appropriate steps to look for and address any incidences of modern slavery within their supply chains. The Seller shall indemnify Buyer against any costs, fines, damages, and other liabilities incurred as a result of the Vendor's breach of this warranty. In the event Vendor does not abide by the foregoing policies, Buyer may cease doing further business with Vendor and cancel any Contracts for unshipped goods without further liability.

**18. INDEMNITY:** To the fullest extent permitted by law, Vendor shall indemnify defend and hold Buyer harmless from and against all, third party claims, suits or causes of action, and all liabilities, losses costs and expenses (including attorney's fees) resulting therefrom ("Claims"), which arise out of any act, omission or negligence of Vendor, including but not limited to Claims for product liability, personal injury, property damage, patent, copyright or trademark infringement, unfair competition and Vendor's breach of this Contract. Vendor shall carry such public liability (including product liability), property damage and employee liability and compensation insurance as shall be reasonably satisfactory to Buyer based on industry custom, and upon Buyer's request prior to placement of any order, Vendor shall furnish to Buyer appropriate evidence of such insurance. Each such policy of insurance shall contain an express waiver of all rights of subrogation against Buyer to the extent available for a nominal additional premium. Buyer shall promptly notify Vendor of any Claim for which it seeks indemnification hereunder, and Vendor shall have the right to control the defense thereof with counsel of its choosing. Buyer shall reasonably cooperate with Vendor in the defense thereof and shall be entitled to participate in such defense with its own counsel at its expense. Vendor shall not settle any Claim for other than the payment of money and release of the Claims without the consent of Buyer, which consent shall not be unreasonably withheld, delayed, or conditioned.

**19. RIGHTS REMEDIES AND WAIVERS:** The rights and remedies provided to Buyer herein shall be cumulative and in addition to any other rights and remedies provided by law or equity. The failure of Buyer to insist on the performance of any provision of the Contract to exercise any right or privilege granted to Buyer under this Contract shall not be construed as waiving any such provision and the same shall continue in force.

**20. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal state and local laws, ordinances, rules, and regulations, including those relating to gaming establishment prices, equal employment opportunity, occupational health and safety, employment of veterans and handicapped persons. Vendor represents that the goods and services under this Contract shall be produced in compliance with all applicable requirements of the Fair Labor Standards Act of 1938, as amended, and all applicable regulations and orders of the Department of Labor issued thereunder, unless otherwise agreed in writing.

**21. ASSIGNMENT:** No rights or obligations under any Contract may be assigned by Vendor in whole or in part, nor may Vendor subcontract in whole the performance of its duties hereunder without, in either, case Buyer's prior written consent. The terms and conditions of all Contracts shall be binding upon any permitted successors and assigns of Vendor.

**22. LIMITATION OF ACTIONS, JURISDICTION AND VENUE:** Any action based on Buyer's breach must be commenced within one year after accrual of the cause of action. Contracts shall be interpreted and enforced under the laws of the State of Nevada, without regard to Nevada conflict of law rules. Vendor hereby agrees that venue and jurisdiction shall be vested in the federal and state courts sitting in Clark County, Nevada. Vendor waives its rights to a jury trial.

**23. ATTORNEYS FEES AND COSTS:** The prevailing party to any proceeding, including arbitration brought to enforce the terms of the Contract, shall be entitled to reasonable attorney's fees and costs.

**24. CONSTRUCTION:** The terms and conditions of any Contract shall be construed as a whole according to its fair meaning and not strictly for or against any party. The parties acknowledge that each of them has reviewed these terms and has had the opportunity to have it reviewed by their attorneys and that any rule of construction to the effect that ambiguities are resolved against the drafting party shall not apply in the interpretation of these terms.

**25. CONTRACT ACCEPTANCE AND MODIFICATIONS:** Upon Vendor's acceptance of any Contract, the Contract and all terms included in Vendor Compliance as modified herein shall constitute the entire agreement between the Vendor and Buyer. Except as provided in paragraph 12 above, no subsequent modification or alteration of a Contract whatsoever, shall be binding upon the Buyer and Vendor, unless agreed upon in writing by the Buyer and Vendor. All different or additional terms or conditions contained in the Vendor's original quotation, acceptance, confirming memorandum, or order acknowledgment of a Contract are hereby objected to and rejected by Buyer. Until accepted by Vendor, a Contract constitutes only an offer to enter into a Contract to purchase the goods specified herein. Vendor shall indicate its acceptance of an offer by executing, completing, and returning a copy of the Contract to Buyer. **Any shipment made by Vendor shall be deemed an acceptance of the terms and conditions of these terms** notwithstanding any different, conflicting, or additional terms or conditions contained in any quotation,

acceptance, confirming memorandum, order acknowledgment invoice or other document of the Vendor. Buyer reserves the right to revoke this offer at any time prior to Vendors acceptance hereof. This Contract may not be explained or supplemented by course of dealing, usage of trade, or course of performance or varied or contradicted by parol evidence- except at the written election of Buyer.

Buyer's failure to (i) insist on strict performance in any respect, or (ii) exercise any right, or take any action permitted on a breach by Seller shall not be deemed a waiver.

**26. HEADINGS AND SUBHEADINGS:** All headings and subheadings in the Contract are for convenience purpose only and shall not be used in the interpretation of the Contract.



## **ACCEPTANCE AND ACKNOWLEDGEMENT LETTER**

**Dear Vendor:**

All Vendors are required to comply with specific guidelines as outlined in the Vendor Compliance Manual. The attached guidelines outline a comprehensive list of requirements for Vendors doing business with Buyer. Requirements include Terms, Billing, Vendor Ticketing, re-labeling of Merchandise using Buyer Labels, Packaging, Carton Labeling and Shipping. Please review this packet and distribute applicable sections within your organization to ensure compliance with our standards.

Please review the Vendor Compliance Guidelines in detail. These requirements will have a dramatic impact on the flow of merchandise from your facility to our selling floor. If there are deviations from the requirements, chargebacks will occur.

**Please acknowledge the receipt of this packet and agreement to its terms by signing this letter and emailing to your category buyer, associate buyer or assistant buyer.**

In addition, please complete our “**Vendor Information Form**” so that we may update our records accordingly. New Vendors are also required to submit a valid W9 Tax form. If you have any questions, please your category buying team.

Thank you for your anticipated cooperation and we look forward to a long and mutually beneficial relationship. Thank you,

CFO

Each of Vendor and Buyer by its signature below acknowledges receipt of the attached “Vendor Compliance Guidelines” as modified by the separate Modification Agreement of the parties and agrees to comply with all policies set within its contents as so modified.

\_\_\_\_\_  
**Vendor Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Buyer Signature**

\_\_\_\_\_  
**Date**

**Print Name**

---

**Title**

## VENDOR INFORMATION FORM

Check one:      New vendor ☐      Vendor update ☐      Current # \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Other Names (DBA): \_\_\_\_\_

Main Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Showroom Address: \_\_\_\_\_

Rep Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

Return Address: \_\_\_\_\_

Payment Remit to name: \_\_\_\_\_ USD ☐ CAD ☐  
Address: \_\_\_\_\_

Factor Yes ☐ No ☐ If Yes, Factor Name: \_\_\_\_\_

Payment Terms (As per agreement with MRG buyer): \_\_\_\_\_

**Please check one:**

- ☐ Tickets will be printed and sent to vendor by Marshall Retail Group  
Ticket Address: \_\_\_\_\_
- ☐ Tickets will be printed by vendor.

**MRG Buyer:**\_\_\_\_\_ **Date Submitted:**\_\_\_\_\_

**For Office Use Only**

**Vendor #:** \_\_\_\_\_

**Created**  
**By:**\_\_\_\_--\_\_\_\_

**Process Date:** \_\_\_\_\_

**Delivery Type:** Warehouse ☐ Store ☐