



IMPORT ROUTING GUIDE

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This document, and the compliance standards contained herein, must be followed by those vendors who are supplying merchandise to Boscov's, when Boscov's is the Importer of Record.

INTRODUCTION

It is Boscov's goal to receive merchandise from its vendors, which is "distribution ready". Merchandise imported by Boscov's must be labeled and packaged in accordance with all requirements established in the Boscov's Import Routing Guide, as well as meet US Customs and other governmental regulations as detailed herein. Our distribution supply chain is committed to delivering your products to our stores in a timely and efficient manner. Adherence to these guidelines will minimize importing and distribution center processing delays and maximize the time imported merchandise is on the sales floor.

Boscov's Department Store Import Routing Guide is intended to aid in the achievement of this goal by establishing specific terms and conditions for the merchandise purchase, delivery, as well as for invoice submission and payment. It sets forth the vendor's legal obligations and Boscov's rights for every Purchase Order placed by Boscov's. It provides instructions for satisfying merchandise receipt requirements at Boscov's Distribution Centers or stores. **Please ensure that this document is distributed to all parties in your supply chain who are impacted by the requirements of the Guide.**

Our required method of sending and receiving business documents is through EDI transmissions. This is the most efficient and accurate way to communicate vital information obtained through purchase orders and sales. Please see the *EDI Mapping Specifications* posted in the vendor section of our web site for more details.

The Guide follows the *Retail Price Marking, Hanger Application Floor, Shipment Packaging, and Receipt Ready Shipments* standards that GS1/VICS has published. For *Purchase Order Terms and Conditions*, please see page 58 of this document.

This manual supersedes all other instructions regarding the shipment of merchandise to Boscov's when Boscov's is the importer of record. It is effective immediately and must be followed for all future orders shipped to Boscov's.

FAILURE TO FOLLOW BOSCOV'S ROUTING GUIDE WILL INCUR EXPENSE OFFSETS.

Acceptance of a Boscov's purchase order and/or the shipment of goods to Boscov's binds the vendor and/or Agent to compliance with the Boscov's Department Store Import Routing Guide.

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Document Update History

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SECTION I – GENERAL INSTRUCTIONS

General Instructions

1. Should the terms of sale make Boscov's responsible for any portion of the transportation/freight charges, you are expected to adhere to the instructions that follow.
2. Detailed packing slips must be sent, in advance, to the Transportation Office. Packing lists must be broken down by container and must contain the Boscov's Style number.
3. Any questions regarding the movement of imported merchandise should be directed to the Transportation Manager by phone at 610-370-4146, by fax at 610-370-4138, or you may send an email to import@boscovs.com.

EDI Compliance Requirements

1. Each carton in your shipment must have a unique UCC-128 carton label applied in accordance with the guidelines described in this Routing Guide, Section III, subsection B.
2. A corresponding ASN must be transmitted to reflect the UCC-128 carton labels applied to each carton in your shipment.
3. For those factories that are already EDI capable, you will be required to test with our EDI service provider OpenText (formerly GXS) to ensure compliance with our EDI specifications. Please email ediadmin@boscovs.com with your contact information. This information should be the EDI contact name, phone number and email address. Once this information is submitted an invite will be sent to you from OpenText via email.
4. For those factories not currently EDI capable, our import freight forwarder, Yusen Logistics, will assist you in becoming a compliant business partner. Please contact Yusen Logistics at ocm.boscovs.operations@na.nyklogistics.com. They will guide you through the process.
5. There are charges associated with using the services of Yusen Logistics for the printing of UCC-128 carton labels and the transmission of the ASN's. Please contact Yusen Logistics at ocm.boscovs.operations@na.nyklogistics.com for this information.

Please ensure that our Buyers transmit your Purchase Order via EDI if you are using your own EDI service provider. If you are not yet an EDI partner, a computer-generated order must be provided to you, which will confirm our merchandise commitment. For assistance regarding EDI issues that cannot be addressed by Yusen Logistics or your own EDI service provider, contact: ediadmin@boscovs.com

SECTION II – CODE OF CONDUCT

Bosco's Department Store, hereafter referred to as Bosco's, expects the highest ethical standards from the vendors with whom we do business and whose relationships are essential to our success. We place great importance on our Vendor Code of Conduct with which we fully expect all vendors to comply. It is Bosco's intention to achieve compliance to all social, legal, human rights and environmental requirements based on current worldwide standards. These standards are subject to compliance with applicable local law. All vendors shall operate in full compliance with the laws of their respective country of manufacture. If any standard set forth in this Code of Conduct is in supplier's judgment, deemed to violate an applicable local law it must advise Bosco's promptly in writing.

Bosco's Vendors bear the responsibility to ensure commitment to the social, legal, human rights and environmental standards laid down in this Code of Conduct and take appropriate measures to ensure the same compliance within the supply chains involved in their production processes carried out on behalf of Bosco's. It is Bosco's intention that the actions taken by our International vendors meet or exceed current industry standards.

Throughout this document, all references to 'Vendor' are inclusive of any party within the Vendor's supply chain who supports fulfilling purchase orders for Bosco's, when Bosco's is the Importer of Record. Please note that the material included here is for informational purposes only and should not be construed as a detailed list of all requirements or as legal advice.

Labor and Human Rights

Legal Compliance

1. Bosco's Vendors must comply with all US and local laws and regulations, industry standards, and legislative requirements, whichever criteria is more stringent, as pertains to the production, pricing, sale and distribution of goods to Bosco's.
2. This includes compliance with the Code of Conduct, and compliance with the terms and conditions of purchase orders issued by or on behalf of Bosco's.
3. All references to "Applicable laws and Regulations" in this Code of Conduct include local/origin and US codes, rules and regulations as well as applicable treaties and voluntary industry standards.
4. Vendors will take reasonable steps to assure the material used in the production and services they offer Bosco's do not originate from sources that are directly or indirectly involved in forced labor or those that perpetrate human rights abuses for both finished items and parts thereof.
5. Vendors authorize Bosco's and its designated agents (including third parties) to engage in monitoring activities to confirm compliance with this Code of Conduct, including unannounced onsite inspections of facilities and employer-provided housing; reviews of books and records relating to employment matters; and private interviews with employees.
6. Vendors will maintain on site all documentation that may be needed to demonstrate compliance with this Code of Conduct and be prepared to provide such documentation to Bosco's within 72 hours of a request.

Human Rights

Vendors will treat each employee with dignity and respect. Bosco's will not tolerate human rights abuses including, but not limited to corporal punishment, threats of violence or other forms of physical, sexual, psychological or verbal harassment or abuse.

No Discrimination

1. Vendors must not discriminate against workers on the basis of race, gender, age, political affiliation or opinions, religion, cultural beliefs, marital or maternal status, national origin, social or ethnic origin, disability, sexual orientation or other basis not directly impacting a worker's individual skills and ability to perform the job.
2. Suppliers will ensure women workers receive equal treatment in all aspects of employment.
3. No discrimination shall be tolerated in hiring practices, salary, access to training, professional advancement, disciplinary action, benefits, termination or retirement.

Prohibition of Child Labor Vendors must not use child labor. Boscov's will not partner with Vendors who use child labor within their facilities or supply chains.

1. Vendors 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.
2. Employees must be no less than 15 years and not younger than the required age to be in school, unless specifically permitted by laws of the country where the person is employed.
3. The Vendor shall not interfere with a child's education by employing a child in violation of a country's compulsory education laws.
4. The Vendor may use legitimate, voluntary workplace apprenticeship programs, such as student internships, as long as they comply with all laws and regulations.
5. Workers under the age of 18 may not perform work that is likely to jeopardize their health, safety or well-being.
6. All facilities are required to maintain official documentation in order to verify each worker's date of birth, as well as appropriate records documenting that the employer adheres to all restrictions under local labor laws that apply to juvenile workers.

Freely Chosen Employment All Vendors must 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. Vendors must comply with the following standards:

1. Vendors will not use forced or involuntary labor, whether in the form of prison labor, bonded labor, indentured labor, labor acquired through slavery or human trafficking, or any other methods.
2. Neither the Vendor nor any entity supplying labor to the Vendor shall deny any part of their personnel's salary, benefits, property, or documents in order to compel continued employment.
3. Employees must have the right to leave the workplace premises after completing their scheduled workday, and be free to terminate their employment at will.
4. Neither the Vendor nor any entity supplying labor to the Vendor shall engage in or support trafficking in human beings, and will not knowingly employ individuals who are not authorized for employment, as determined by governing law.
5. The Vendor shall treat all personnel with dignity and respect, and must not take part in or tolerate the use of corporal punishment, mental or physical coercion.

Free Association/Collective Bargaining

1. Vendors will respect the rights of their employees to associate, and bargain collectively in a lawful and peaceful manner, without penalty or interference, as long as such groups and activities are legal in the country where merchandise is manufactured.
2. Workers shall not be subject to intimidation or harassment while exercising their legal right to join or refrain from joining an organization.

Wages, Benefits, Remuneration and Working Conditions Under humane conditions, Vendors shall conform with all applicable national laws and industry standards for working hours, compensation, overtime compensation and benefits, including maintaining reasonable employee work hours in compliance with applicable law and international standards.

1. Vendors must pay wages for regular working hours and overtime hours that meet or exceed legal minimums and/or industry standards, as it relates to minimum wages, overtime, maximum hours, piece rates and other elements of compensation, and provide legally mandated benefits.

2. If local laws do not provide for overtime pay, the Vendors will, at minimum, pay regular wages for overtime work.
3. 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.
4. Vendors will ensure women workers receive equal treatment in all aspects of employment.
5. Vendors will promote and advance the ability of workers within their supply chain to receive a living wage.

Workplace and Worker Health and Safety Vendors must ensure compliance with applicable laws and regulations relating to health and safety issues including facility risk analysis, as well as reporting and inspections by authorities.

1. Vendors shall provide a safe and healthy environment in their facilities and must endeavor to prevent potential accidents and injury to workers' health resulting from, associated with, or occurring while performing their duties.
2. Specifically stated regulations and procedures must be established and followed regarding occupational health and safety, providing and requiring the use of personal protective equipment, access to clean toilet facilities, access to potable water and if appropriate, sanitary facilities for food storage.
3. The company shall ensure that any dormitory facilities provided for personnel are clean, meet the same safety and fire prevention requirements for Vendor's production facilities, as well as the personal needs of the personnel residing in these facilities.
4. Management must ensure adequate fire safety (see Fire Prevention section), lighting and ventilation in all facilities.
5. All personnel shall have the right to vacate facilities when imminent risks are present without seeking permission from the company.
6. There must be a dispute resolution process to allow workers to voice workplace grievances without the fear of reprisal.

Fire Prevention: Boscov's Vendors must guarantee compliance with all laws and regulations relating to fire prevention and protection including fire classification, reporting, and inspections by local fire authorities. Corrective actions from such inspections shall be documented and completed within pre-established timeframes.

1. Vendor must document any fires and/or serious incidents that can cause a fire, including the actions taken to correct the situation. If required by law, a report shall be sent to the authorities.
2. A sufficient number of workers must be trained to use the firefighting equipment in each work area, covering all shifts. Training records shall be kept by the Boscov's supplier including names of participants, dates of the training, and an overview of the training content.
3. All new personnel must be made aware of basic safety issues before starting work through the Vendor's introductory training program.
4. Vendors must have the appropriate firefighting equipment in all facilities.
 - a. Placement and spacing between fire extinguishers shall comply with applicable laws and regulations and/or documented consent from the fire authorities.
 - b. All firefighting equipment must be easily accessible and identifiable from a distance. It shall be maintained, kept unlocked and inspected at least every 12 months.
5. Emergency exits and routes shall ensure a fast, orderly, and safe evacuation of all workers.
 - a. The minimum standard for Boscov's Vendors is to have two independent emergency exits per working area and ensure all emergency exits and access routes are free from obstruction.
 - b. All emergency exits and routes shall be marked with luminescent or illuminated signs and shall be visible from the main aisles even in the event of a power outage.
6. There must be an independent and functioning evacuation alarm with continuous sound to notify all workers of the emergency and to ensure a fast and safe evacuation of the facility.
 - a. The alarm shall be able to be manually activated and shall after activation evoke a continuous signal by itself.
 - b. The alarm button shall be clearly marked, easily accessible and function in the event of a power outage.

7. Vendor shall perform at minimum annual evacuation drills.
 - a. These drills shall involve all shifts and departments and as many workers as possible.
 - b. In case of an evacuation, Vendor shall ensure that designated persons are responsible for performing a head count to ensure all workers have evacuated the building.
 - c. Records of evacuation drills must be maintained as part of the Vendor's recordkeeping process.

A current factory inspection from an accredited 3rd party must be provided to Boscov's Import Department when a new factory is brought into a vendor's supply chain to process Boscov's purchase orders, and on an annual basis, thereafter. All vendors must provide Boscov's with their most recent factory inspection certifications no later than January 31st of each year.

Environmental Requirements

Boscov's vendors must comply with all local, US and International laws, rules regulations and standards, including US regulations prohibiting the use of chemicals that deplete the ozone. Boscov's supports environmental sustainability within our supply chain.

1. Vendors should maximize the eco-efficiency of products and services across the life cycle, including sourcing, manufacturing, distribution, transportation, use and end-of life.
2. Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.
3. Chemicals and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, use, recycling or reuse and disposal.
4. Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be characterized, monitored, controlled and treated as required prior to discharge or disposal.
5. Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.
6. All required environmental permits (e.g. discharge monitoring), approvals and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.
7. Boscov's may send periodic data requests which will support our environmental reporting needs, and we ask for your cooperation in our endeavor to improve our environmental reporting and performance.

Acceptable Business Practices

Boscov's values its relationships with our vendors and business partners, and for this reason will clearly state practices that could violate the Boscov's Code of Ethics. To follow are Boscov's relationship standards between Boscov's employees and our business partners.

Boscov's Gift Policy Boscov's employees may not accept anything of value, directly or indirectly, from anyone currently doing business with or seeking to do business with Boscov's, other than non-cash gifts of nominal value generally used for promotional purposes.

1. Vendor may not give gifts, entertainment, or other hospitality that might influence, or appear to influence, the decision making of Boscov's employees or agents.
2. For purposes of this gifts policy "nominal value" means not more than \$100 in value at cost.
3. Gifts received of greater than nominal value will be returned immediately to the donor or donated to a charity.
4. Boscov's employees may not accept gifts of cash or cash equivalent such as gift cards for any reason.
5. Reasonable and customary business meals or entertainment in furtherance of the business relationship

are permissible though should not be one-sided. Tickets to sporting or cultural events are acceptable if offered by the vendor or business partner, only if the vendor or business partner accompanies the Boscov's employee to the event.

Personal Relationships Vendors will disclose all known family or close personal relationships with Boscov's employees or directors who are involved in the Vendor's engagement with Boscov's.

Loans Boscov's employees may not accept loans from any persons or entities having or seeking business with Boscov's except from recognized financial institutions at their normal prevailing interest rates for individual borrowers at the time of borrowing.

Bribery, Kickbacks and Antitrust Boscov's bases its business success on excellent customer service, value for the customer, quality, good faith, and fair dealing. It is never Boscov's intent to receive an advantage over competitors in any unethical manner or in ways that would violate international, federal, state, or local laws.

1. Vendors may not offer, promise, give, or accept anything of value to any public or government official, political candidate, or private individual in order to obtain improper advantages to anyone for any reason.
2. Vendors are further prohibited from engaging in any other forms of bribery, corruption, extortion, or embezzlement, including making expediting or facilitation payments.
3. Vendors are responsible for implementing procedures to ensure compliance with applicable anti-corruption laws, including overseeing the conduct of any subcontractors.
4. Vendors, agents or other individuals representing Boscov's must not agree or act together with any competitor with regard to prices, terms or conditions of sale, purchase, production, distribution, territories, customers, or suppliers and must not exchange or discuss with a competitor prices, terms or conditions of sale, or any other competitive information, or engage in any other conduct which may restrict competition or otherwise violate any of the antitrust laws.
5. Vendors are responsible for compliance with the Foreign Corrupt Practices Act of 1977 and all similar laws of the United States and other countries which prohibit bribery and other undue influence of public officials.

Business Opportunities Vendors will not offer any other goods, services, business opportunities, commissions or advantageous financial arrangements that would personally benefit a Boscov's employee.

Books and Records Vendors must ensure their accounting and financial records accurately reflect their business practices.

Privacy Vendor will commit to protecting the reasonable privacy expectations of personal information of everyone they do business with, including Vendors, customers, consumers and employees. Vendor will comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted and shared.

SECTION III – IMPORT COMPLIANCE

Regulatory Compliance

The International Convention for the Safety of Life at Sea (SOLAS)

The International Convention for the Safety of Life at Sea (SOLAS) is an international treaty that governs the safe operation of all ships engaged in international maritime trade. The SOLAS Convention specifies the minimum standards for the construction, equipment, and operation of merchant ships.

The SOLAS VGM is a strict global regulation enforced by the International Marine Organization (IMO). The SOLAS regulations were updated to ensure that shippers correctly declare the total verified gross mass (VGM) of shipping containers ready for export. These new regulation places responsibility onto the shipper of the cargo to ensure that the gross mass of loaded shipping containers are correctly weighed and verified within important safe weight limitations.

It is the shipper's responsibility to provide the VGM to carriers in sufficient time to be used in the preparation of the ship stowage plan. Under the SOLAS requirements, the shipper named on the bill of lading is the party responsible for providing the VGM data.

The gross mass of loaded shipping containers must be recorded and verified before they can be loaded onboard a vessel for export. Every container that is being shipped must individually be weighed and verified.

There are 2 approved methods that must be used to declare the verified gross mass:

1) Method 1 – The packed container is weighed by an accredited weigh bridge

Shippers can request the freight forwarder or shipping agent to send the loaded container by truck to an accredited weigh bridge. These weigh bridges are usually situated close to ports to allow trucks to be weighed before moving the containers directly to the port. If the container's gross mass is within regulations, then the data will be submitted to the carrier and truck will deliver the container to the port. In doing so, the cost of this process will be on-charged to the shipper, and the forwarder or agent can provide the Verified Gross Mass Certificate.

2) Method 2 – The shipper calculates and declares the total Verified Gross Mass

The shipper can make their own declaration of Verified Gross Mass. To do so, the shipper must accurately record the weight of cargo, dunnage and packaging materials used to load goods inside shipping containers. The cargo weight, dunnage/packing materials and container tare weight are added together to get the total verified gross mass.

$$\text{Cargo Gross Weight} + \text{Container Tare Weight} = \text{Verified Gross Mass}$$

The shipper must then provide a Verified Gross Mass Declaration. This document declares the verified gross mass.

A Verified Gross Mass document must include:

- Shipper's (exporter's) company name, address and contact details
- Shipper's reference number
- The Method used to verify the gross mass (Method 1 or Method 2)
- The verified gross mass (kg)
- Container Number
- Vessel Name and voyage
- Place and date of issue
- Signatory company name
- Name, date and signature of authorized company representative

Importer Security Filing (ISF) (10+2)

On November 25, 2008, U.S. Customs and Border Protection (CBP) published an interim final rule titled, "Importer Security Filing and Additional Carrier Requirements," in the Federal Register (73 FR 71730). Furthermore, on May 14, 2018, CBP published a final rule titled, "Definition of Importer Security Filing Importer," in the Federal Register (81 FR 43961). An ISF must be filed for containerized cargo; bulk cargo is exempt. Goods arriving via vessel into Canada or Mexico and subsequently trucked or railed into the U.S. are exempt from 10+2.

The 10+2 consists of the following data elements:

1. **Seller** – Name and address of the last known entity by whom the goods are sold or agreed to be sold. If the goods are to be imported otherwise than in pursuance of a purchase, the name and address of the owner of the goods must be provided. The seller information is generally available on the commercial invoice.
2. **Buyer** – Name and address of the last known entity to whom the goods are sold or agreed to be sold. If the goods are to be imported otherwise than in pursuance of a purchase, the name and address of the owner of the goods must be provided. The buyer information is generally available on the commercial invoice. If the goods are sold in transit and the buyer information changes, the ISF must be amended.
3. **Importer of Record number/FTZ Applicant ID number** – The IRS number, EIN, Social Security number, or Customs assigned importer number of the entity liable for payment of all duties and responsible for meeting all statutory and regulatory requirements incurred as a result of importation. For Foreign Trade Zone shipments, the IRS number of the party who files the documentation must be reported. If the importer of record on the entry is not the same as the importer that files the ISF, any ISF penalty would be against the party whose bond is posted for the ISF.
4. **Consignee number** – The IRS number, EIN, Social Security number, or Customs assigned imported number of the individual or firm in the U.S. on whose account the merchandise is shipped.
5. **Manufacturer (or supplier)** – Name and address of the entity that last manufacturers, assembles, produces, or grows the commodity. OR the name and address of the party supplying the finished goods in the country from which the goods are leaving. Remember that for textiles, the broker must have the actual manufacturer for entry purposes.
6. **Ship to party** – Name and address of the first deliver-to party scheduled to physically receive the goods after the goods have been released from Customs custody. Customs believes this information will give predictability to targeting. If the ship to party is unknown, the facility where the goods will be unloaded (e.g., pier) can be reported. If there are multiple delivery stop offs, only the first one is reported.
7. **Country of origin** – Country of manufacture, production, or growth of the article, based upon the import laws, rules and regulations of the U.S. This is the same information declared on the Customs entry.
8. **Harmonized Tariff Schedule number** – Tariff number under which the article is classified in the HTSUS. The final rule requires 6 digits, but Customs will accept 8 digits or the full 10 digit HTS number. This means all goods will need to be pre-classified.
9. **Container stuffing location** – Name and address(es) of the physical location(s) where the goods were stuffed into the container. For break bulk shipments, the name and address(es) of the physical locations(s) where the goods were made "ship ready" must be provided. A "scheduled" stuffing location will be acceptable, but once the actual stuffing location is known, the ISF must be amended prior to arrival. The broker does not need to report which container was stuffed where (the container number is not required to be reported with the ISF).

10. **Consolidator (stuffer)** – Name and address of the party who stuffed the container or arranged for stuffing of the container. For break bulk shipments, the name and address of the party who made the goods “ship ready” or the party who arranged for the goods to be made “ship ready” must be provided.

11. **Vessel stow plan** – provided by steamship line

12. **Container status messages** – provided by steamship line

The following data elements must be filed no later than 24 hours before cargo is laden aboard the vessel at the foreign port:

- Seller
- Buyer
- Importer of record number/FTZ applicant ID number
- Consignee number
- Manufacturer/supplier
- Ship to party
- Country of origin
- HTS number

The container stuffing location AND consolidator (stuffer) must be filed as early as possible, but no later than 24 hours prior to arrival at the port of discharge.

The Toxic Substances Control Act (TSCA)

The Toxic Substances Control Act of 1976 (15 U.S.C. §2601 et seq. (1976)) provides the EPA with authority to require reporting, record-keeping and testing requirements, and restrictions relating to chemical substances and/or mixtures. On March 22, 2019, regulations from the U.S. Environmental Protection Agency under TSCA Title VI (40 CFR §§ 770.30, 770.40) applicable to certain composite wood products became effective. Detailed information can be found on the EPA website: [TSCA Information for Composite Wood Products](#).

TSCA Requirements for Wood Products

1. Composite wood products must be tested and certified. Only compliant products can be entered.
2. Composite wood products must be certified by an EPA-recognized third-party certifier.
3. Hardwood Plywood, MDF (including thin MDF) and particleboard are affected.
4. TSCA Title VI requires proper record-keeping, reporting and labeling

Wood Products Requiring TSCA

1. Hardwood Plywood
2. MDF, including thin MDF
3. Particleboard

Wood Products Exempt from TSCA

1. Hardboard
2. Structural plywood
3. Structural panels
4. Wood packaging such as pallets, crates, spools

Document Requirements

1. All shipments requiring TSCA must include a TSCA statement on the commercial invoice stating:
 - i. *"I certify that all chemical substances in this shipment comply with all applicable rules or orders under TSCA and that I am not offering a chemical substance for entry in violation of TSCA or any applicable rule or order under TSCA."*
2. A valid TSCA certificate must be uploaded with the commercial document set to Boscov's designated freight forwarder for all shipments that contain TSCA merchandise. It must contain a valid expiration date, as well as certification from an accredited testing agency. The EPA provides a list of accredited testing agencies here: [EPA Accredited Testing Agencies](#)

The Lacey Act (16 U.S.C. 3371 et seq., the Act)

Plant and Plant Products. The importation of plants and plant products is subject to regulations of the Department of Agriculture and may be restricted or prohibited. The Lacey Act as amended makes it unlawful to import, export, transport, sell, receive, acquire, or purchase in interstate or foreign commerce any plant, with some limited exceptions, taken or traded in violation of the laws of the United States, a U.S. State or a foreign country. The Food, Conservation, and Energy Act of 2008 amended the Lacey Act to require, among other things, that importers submit a declaration at the time of importation for certain plants and plant products. The products that require a Lacey Act declaration are listed by Harmonized Tariff Schedule (HTS) Chapter or Heading on the APHIS Lacey Act program website. This site also provides detailed information regarding Lacey requirements. Please review this site to ensure your compliance to this Act. The following HTS Chapters are examples of some that are included; please note that this list is NOT all inclusive:

4414. Wood frames
4419. Tableware & Kitchenware of wood
4420. Wood marquetry, caskets, and statuettes
4421. Other articles of wood
9401.69 Seats with wood frames
9504.20 Articles and accessories for billiards

The Lacey Act requires the following information on the Lacey Declaration:

- Scientific plant names
- Country of harvest
- Value of the product
- Quantity of plant material in the shipment in metric units of measure
- Importer name/address
- Consignee name/address
- HTSUS Code
- Bill of lading
- Container number
- Manufacturer Identification Code (MID)
- Description of shipment
- Name/contact information of importer of record or their agent who is certifying the accuracy of the information on the declaration

Further information should be obtained from APHIS. Detailed information can be found at [APHIS Import Export Manuals](#)

(Reference Wood and Wood Products (Articles of the Timber and Lumber Industry))

The Consumer Product Safety Commission (CPSC)

CPSC's Office of Import Surveillance (EXIS) works closely with U.S. Customs and Border Protection (CBP) to identify and examine imported shipments of consumer products. As part of this effort, EXIS has co-located investigators at ports of entry who work side-by-side with Customs and Border Patrol staff. EXIS also works to educate importers, manufacturers, and Customs brokers on CPSC's standards and procedures. The following laws serve as the Consumer Product Safety Commission's basis for protecting the public from unreasonable risks of injury or death from thousands of types of consumer products under the agency's jurisdiction.

1. The Consumer Product Safety Act
2. Consumer Product Safety Improvement Act (CPSIA)
3. Public Law 112-28: Updates to CPSIA
4. Federal Hazardous Substances Act (FHSA)
5. Child Safety Protection Act (CSPA)
6. Flammable Fabrics Act (FFA)
7. Labeling of Hazardous Art Materials Act (LHAMA)
8. Poison Prevention Packaging Act (PPPA)

Details regarding these and all other Acts governed by the CPSC can be found on the Consumer Product Safety Commission's website: [CPSC-Standards](#) . It is the Vendor's responsibility to ensure all statutes applicable to your product are followed.

The Consumer Product Safety Improvement Act (CPSIA)

CPSIA amended the Consumer Product Safety Act (CPSA) in 2008 and provided the Consumer Product Safety Commission (CPSC) with significant new regulatory and enforcement tools as part of amending and enhancing several CPSC statutes, including the CPSA. The CPSIA includes provisions addressing, among other things, lead, phthalates, toy safety, durable infant or toddler products, third-party testing and certification, tracking labels, and imports.

The CPSIA uses the following definitions:

- *Children's Products*: A consumer product designed or intended primarily for children 12 years of age or younger.
- *Childcare Articles*: A consumer product designed to facilitate sleeping, feeding, suckling, or teething for children under age 3. Examples of childcare articles are children's sleepwear, infant and toddler bottles, sippy cups, utensils, bibs, and pacifiers/teethers.
- *Durable*: tangible products that can be stored or inventoried and that have an average life of at least three years.
- *Children's sleepwear*: Any wearing apparel sized larger than 9 months through size 14 intended to be worn primarily for sleeping or activities related to sleep. Included categories: nightgowns, pajamas, robes or loungewear.
- *Unfinished and/or Untreated Wood*: no added surface coatings (such as, varnish, paint, shellac, or polyurethane) and no materials have been added to the wood substrate (such as, stains, dyes, preservatives, antifungals or insecticides). Toys made from unfinished and untreated wood must not exceed the heavy elements of the toy standard.
- *Engineered Wood Products*: Particleboard, Hardwood plywood and Medium-density fiberboard are examples of EWP's and are exempt from 3rd party testing for lead, ASTM F963 elements, or phthalates.

The CPSIA requires that Children's Products:

1. Comply with all applicable Children's Product and Durable Infant or Toddler Product safety rules
2. Be tested for compliance by a CPSC-accepted accredited laboratory, unless subject to an exception
 - Federal law requires manufacturers and importers to test many consumer products for compliance with consumer product safety requirements.
 - Based on passing test results, the manufacturer or importer must certify the consumer product as compliant with the applicable consumer product safety requirements in a written or electronic certificate.
3. Have a written Children's Product Certificate that provides evidence of the product's compliance
 - Certificates are required to accompany the applicable product or shipment of products covered by the certificate, and a copy must be provided to retailers, distributors, and Customs upon request.
4. Have permanent tracking information affixed to the product and its packaging where practicable. ALL tracking labels must contain certain basic information, including:
 - Manufacturer or private labeler name;
 - Location and date of production of the product;
 - Detailed information on the manufacturing process, such as a batch or run number, or other identifying characteristics; and
 - Any other information to facilitate ascertaining the specific source of the product.All tracking label information must be visible and human readable.

Product Registration Form Requirements

The CPSIA was enhanced to improve the safety alert and recall process for durable infant and toddler products. It applies to all durable products for use or that may be reasonably expected to be used by children under the age of 5 years. The term "durable" may be defined as tangible products that can be stored or inventoried and that have an average life of at least three years. Examples of durable products include cribs, high chairs, strollers, infant carriers, and swings. While specific details of this legislation may be found at [CPSC Legislation](#), the following are aspects that must be adhered to by the vendor/manufacturer:

1. Provide consumers with a postage-paid consumer registration form with each product.
2. In addition to the registration card, consumers must be given the option of registering their product on-line.
3. Maintain a record of the names, addresses, e-mail addresses, and other contact information of consumers who register their ownership of such products. These records must be maintained for a minimum of six (6) years after the date of manufacture of the product.
4. Permanently mark on each product the manufacturer's name and contact information, model name and number, and the date of manufacture.

As the law requires, the consumer information collected by a manufacturer may not be used by the manufacturer, nor disseminated to any other party, for any purpose other than notification in the event of a product recall or safety alert.

General Certificate of Conformity (GCC)

1. Manufacturers and importers of general use products (i.e., non-children's products) for which consumer product safety rules apply, must certify in a General Certificate of Conformity (GCC) that their product(s) comply with all applicable rules.
2. A manufacturer of such a product must support its GCC with testing records for each product or a reasonable testing program.
3. Boscov's requires ALL vendors to prepare and, as required by the CPSC, retain for a minimum of three years from your invoice date, a GCC for all products sold to Boscov's.
4. Vendors are strongly encouraged to retain and consult their legal counsel and testing laboratories for guidance in testing and preparing their GCCs.
5. The following links at the CPSC website provide information about CPSIA and the GCC requirements:
 - a. [CPSC Homepage](#)
 - b. [Sample GCC](#)
 - c. [CPSIA Law, Summaries, FAQs](#)

For more information regarding CPSIA requirements, please visit the following links:

- [Consumer Product Safety Improvement Act](#)
- [CPSC Testing and Certification](#)
- [Lead Content Testing](#)
- [Lead in Paint and Surface Coatings](#)
- [Accredited Third Party Laboratories for Testing](#)
- [Toys & Childcare Articles: Phthalates](#)
- [Tracking Label Requirement for Children's Products](#)
- [Children's Product Certificate](#)
- [General Certificate of Conformity](#)
- [Durable Infant or Toddler Products](#)
- [Durable Infant or Toddler Products Product Registration](#)
- [Age Determination Guidelines Update \(January 2020\)](#)

Vendors are strongly encouraged to retain and consult legal counsel for guidance in all areas involving the Consumer Product Safety Commission.

Cotton Imports

The U.S. Department of Homeland Security announced on 12/2/2020 that U.S. Customs and Border Protection (CBP) personnel at all U.S. ports of entry will detain all shipments containing cotton and cotton products originating from specific Chinese suppliers. Federal statute 19 U.S.C. 1307 prohibits the importation of merchandise mined, manufactured, or produced, wholly or in part, by forced labor, including convict labor, forced child labor, and indentured labor. This action has been taken in order to meet this statute.

All shipments imported by Boscov's Department Store, LLC containing cotton will be required to have the Boscov's approved *Cotton Chain of Custody Worksheet* completed. This form will provide Boscov's with the supply chain history for the cotton used in our products.

Textile Visa and Export License Requirements

A textile visa is required when you are importing goods from a country with which the U.S. has negotiated limitations on the quantity allowed into the U.S. for a period of time. If you think your product is subject to a Visa, please contact [Boscov's Import Compliance](#) for more information.

Import Quotas

Import quotas control the amount or volume of various commodities that can be imported into the United States during a specified period of time. Quotas are established by legislation, Presidential Proclamations or Executive Orders. Quotas are announced in specific legislation or may be provided for in the [Harmonized Tariff Schedule of the United States](#) (HTSUS). The Commissioner of Customs controls the importation of quota merchandise but has no authority to change or modify any quota.

Fur Products Labeling Act

Garment labels give consumers important purchasing information. If you manufacture with fur, you must comply with the labeling requirements under the Fur Products Labeling Act (FPLA).

Garments made entirely or partly with fur must have a label disclosing the animal name, according to the Fur Products Name Guide. The Guide lists the animals whose fur could be used in a garment. In 2014, the FTC updated and corrected some of the animal names. However, simply because a name is on the list does not make it legal to sell that fur in the U.S. For example, some animals on the list may be endangered species, and so the sale of their fur is prohibited. In addition, the Dog and Cat Protection Act of 2000 prohibits importing, exporting, selling, trading, advertising, transporting, or distributing any products made with dog or cat fur. California criminal law prohibits selling dog and cat fur in that state.

Manufacturers and suppliers must keep records showing the animal's name; the name or RN of the fur's manufacturer, importer or seller; country of origin for imported products, and other required information for at least three years after they obtain or create them. Records can be issued and preserved electronically. Manufacturers and/or Suppliers assume responsibility for complying with all fur labeling requirements.

Proposition 65

Proposition 65 requires businesses to provide warnings to Californians about significant exposures to chemicals that cause cancer, birth defects or other reproductive harm. These chemicals can be in the products that Californians purchase, in their homes or workplaces, or that are released into the environment. By requiring that this information be provided, Proposition 65 enables Californians to make informed decisions about their exposures to these chemicals.

The list contains a wide range of naturally occurring and synthetic chemicals that are known to cause cancer or birth defects or other reproductive harm. These chemicals include additives or ingredients in pesticides, common household products, food, drugs, dyes, or solvents. Listed chemicals may also be used in manufacturing and construction, or they may be byproducts of chemical processes, such as motor vehicle exhaust.

By law, a warning must be given for listed chemicals unless the exposure is low enough to pose no significant risk of cancer or is significantly below levels observed to cause birth defects or other reproductive harm. Please review the most current chemical list to ensure compliance to Proposition 65. The list from 12.18.2020 can be found here: [Proposition 65 Chemical List](#).

Merchandise Marking and Labeling

Labels and label placements must comply with all U.S. trade (i.e. FTC) and Customs laws and regulations (i.e. Country of Origin, content, etc.), and if textiles, must be permanently sewn into the garment. The information below is a snapshot of US Customs and FTC requirements and should not be considered comprehensive.

Country of Origin Marking

Unless excepted by law, section 304, Tariff Act of 1930, as amended (19 U.S.C. 1304), requires that every article of foreign origin (or its container) imported into the United States shall be marked in a conspicuous place as legibly, indelibly, and permanently as the nature of the article (or container) will permit, in such manner as to indicate to an ultimate purchaser in the United States the English name of the country of origin of the article, at the time of importation into the Customs territory of the United States. Containers of articles excepted from marking shall be marked with the name of the country of origin of the article unless the container is also excepted from marking.

1. The marking of the country of origin be legible, indelible, and permanent.
2. The markings required include the full English name of the country of origin
 - a. Woven labels on merchandise must state "Made in (Country of Origin)"
3. Only generic English terms, in accordance with the "Textile Fiber Products Identification Act" are permissible.
 - a. Place the labels for "top" and full body apparel such as coats, dresses, shirts, etc. in the neck/collar of the garment.
 - b. Place the labels for "bottom" apparel such as trousers, skirts, etc. on the inner center of the garment.

Please note that you may not put a label over the Country of Origin label, if it covers marking and consumer cannot see the origin without lifting label.

Care Instructions Label

Care instruction labels must be printed in English and placed in a conspicuous part of the garment. Care labels must state what regular care is needed for the ordinary use of the product. In general, labels for textile wearing apparel must have either a washing instruction or a dry-cleaning instruction. If a washing instruction is included, it must comply with the requirements set forth in the washing instructions of this section. If a dry-cleaning instruction is included, it must comply with the requirements set forth in the dry-cleaning instructions of this section. If either washing or dry-cleaning can be used on the product, the label need have only one of these instructions. If the product cannot be cleaned by any available cleaning method without being harmed, the label must so state. [For example, if a product would be harmed both by washing and by dry-cleaning, the label might say "Do not wash -- do not dry-clean," or "Cannot be successfully cleaned."] The instructions for washing and dry-cleaning are as follows:

Washing, drying, ironing, bleaching and warning instructions

1. Washing
 - a. The label must state whether the product should be washed by hand or machine.
 - b. The label must also state a water temperature - in terms such as cold, warm, or hot - that may be used.
 - c. However, if the regular use of hot water up to 145 degrees F (63 degrees C) will not harm the product, the label need not mention any water temperature.For example, Machine wash means hot, warm or cold water can be used.
2. Drying
 - a. The label must state whether the product should be dried by machine or by some other method.
 - b. If machine drying is called for, the label must also state a drying temperature that may be used.
 - c. However, if the regular use of a high temperature will not harm the product, the label need not mention any drying temperature.For example, "Tumble dry" means that a high, medium, or low temperature setting can be used.

3. Ironing
 - a. Ironing must be mentioned on a label only if it will be needed on a regular basis to preserve the appearance of the product, or if it is required under paragraph (b)(1)(v) of this section,
 - b. Warnings. If ironing is mentioned, the label must also state an ironing temperature that may be used. However, if the regular use of a hot iron will not harm the product, the label need not mention any ironing temperature.
4. Bleaching
 - a. If all commercially available bleaches can safely be used on a regular basis, the label need not mention bleaching.
 - b. If all commercially available bleaches would harm the product when used on a regular basis, the label must say "No bleach" or "Do not bleach."
 - c. If regular use of chlorine bleach would harm the product, but regular use of a non-chlorine bleach would not, the label must say "Only non-chlorine bleach, when needed."
5. Warnings
 - a. If there is any part of the prescribed washing procedure which consumers can reasonably be expected to use that would harm the product or others being washed with it in one or more washings, the label must contain a warning to this effect. The warning must use words "Do not," "No," "Only," or some other clear wording. (For example, if a shirt is not colorfast, its label should state "Wash with like colors" or "Wash separately." If a pair of pants will be harmed by ironing, its label should state "Do not iron.")
 - b. Warnings are not necessary for any procedure that is an alternative to the procedure prescribed on the label. (For example, if an instruction states "Dry flat," it is not necessary to give the warning "Do not tumble dry.")

Dry-cleaning

General

- a. If a dry-cleaning instruction is included on the label, it must also state at least one type of solvent that may be used. However, if all commercially available types of solvent can be used, the label need not mention any types of solvent. The terms "Dry cleanable" or "Commercially Dry-clean" may not be used in an instruction. (For example, if dry-cleaning in perchlorethylene would harm a coat, the label might say "Professionally dry-clean: fluorocarbon or petroleum.")

Warnings

- a. If there is any part of the dry-cleaning procedure which consumers or drycleaners can reasonably be expected to use that would harm the product or others being cleaned with it, the label must contain a warning to this effect. The warning must use the words "Do not," "No," "Only," or some other clear wording. (For example, the dry-cleaning process normally includes moisture addition to solvent up to 75% relative humidity, hot tumble drying up to 160 degrees F and restoration by steam press or steam-air finish. If a product can be dry-cleaned in all solvents but steam should not be used, its label should state "Professionally dry-clean. No steam.")
 - b. Warnings are not necessary to any procedure which is an alternative to the procedure prescribed on the label. (For example, if an instruction states "Professionally dry-clean, fluorocarbon," it is not necessary to give the warning "Do not use perchlorethylene.")
- Detailed Country of Origin marking information can be found in the US Code of Federal Regulations §134.0 at [Country of Origin Marking FAQ's](#)
 - Detailed information regarding merchandise labeling can be found on the FTC's website, [Care Instructions Label FAQ's](#).

Import Documentation Requirements

Required Documentation for All FOB or FCA Shipments when Boscov's is the importer of record.

- Commercial Invoice (Billing or Pro forma)
- Packing List
- Shipping / Transportation Document (FCR-Forwarders Cargo Receipt, OBL –Ocean Bill of Lading, SWB - Seaway Bill, or AWB - Airway Bill)
- Boscov's Beneficiary/Country of Origin Statement or, if appropriate, a Single and/or Multiple Country Declaration
- Special Documents as required by commodity

Invoice Requirements

All invoices must be created electronically and be able to be printed legibly (i.e. human readable)

The following information **MUST** appear on all commercial invoices in ENGLISH:

1. Date Invoice is Prepared
2. Invoice Number
3. Invoice Page Numbers
 - a. Number each page ___ of ___ (if one page, list: 1 of 1)
4. Complete name and address of the vendor and manufacturer (including Manufacturer's ID code number - MID).
 - a. If a consolidated container, include consolidator's and/or stuffer's name and address.
 - b. If multiple manufacturers are on the invoice, list manufacturer information on each style line.
5. Name, signature and email address of responsible employee of the exporter who has or can obtain knowledge of the transaction.
6. Shipping Method (include FCR, AWB, SWB **OR** OBL number)
 - a. Ocean Freight
 - b. Air Freight
 - c. Courier
7. Incoterms/International Terms of Sale as stated on the Purchase Order.
 - a. FOB (Free on Board) *to named location*
 - b. DPU (Delivered at Place Unloading) *to named location*
 - c. DDP (Delivered Duty Paid) *to named location* (may only be used when the vendor is the Importer of Record and their EIN is used for Customs Clearance)
8. State if the parties involved in the sale are *Related or Not Related*
9. The Sold To Party must be listed as:
 - a. Boscov's Department Store, LLC
4500 Perkiomen Avenue
Reading, PA 19606
10. The Notify Party must be listed as:
 - a. Maersk Customs Services USA, Inc.
1501 South Clinton Street, Suite 210
Baltimore, MD 21224
Attn: Mark Zeitlin
(410) 230-0373
AND
 - b. Boscov's Receiving Department
Attn: Melissa Reichert: Transportation Manager
5 Birchmont Drive
Reading PA 19606 (610) 370-4146

11. The Ship To Party must be listed as either:
 - a. Boscov's Department Store, LLC
 Birchmont Drive Warehouse
 Attn: Receiving Manager
 5 Birchmont Drive
 Reading, PA 19606
 Email: traffic@boscovs.com
 Fax: (800) 347-6215
 - OR** (for big ticket items)
 - b. Boscov's Department Store, LLC
 Lincoln Park Warehouse
 Attn: Receiving Manager
 159 Dennis Drive
 Reading, PA 19606
 Email: LPreceiving@boscovs.com
 Fax: (610) 404-5126
12. Boscov's:
 - a. Purchase Order number
 - b. Department number
13. On each style line, list the following:
 - a. Approved US Harmonized Tariff System number
 - b. Style Number
 - c. Detailed Description (generic descriptions and/or SKU numbers are not sufficient)
 - i. Descriptions must be detailed enough to classify each item from the invoice description
 - d. TSCA (yes or no)
 - e. Quantities in metric weights and measures (pieces, net and gross weights)
 - i. List each's, dozens, gross, pairs, etc for each item
 - ii. Mirrors must indicate the reflecting surface area in square meters
 - iii. If a classification requires bottles size, plate size, etc., this information must appear on the face of the invoice
 - f. Unit value and extended value listed in US dollars (declare US dollars next to invoice total. For items sold in sets, report a set unit value and list the individual values of each item elsewhere on the invoice)
 - g. Country of Origin (COO) - (if multiple COO's, COO must be stated on the style line)
 - h. Breakdown of the prices for the different components of watches or clocks
 - i. Repair costs and actual costs for all items being returned after repair or alteration
14. All 'free of charge' items must have a commercial value listed, include the statement "For Customs Purposes Only", and state the reason for no charge: 'Samples', 'Replacement Parts', etc... on their pro forma invoice.
15. Country of Origin Statement
16. GSP Status
17. Any other charges not included in the invoice price including, but not limited to:
 - a. Dies, molds, tools
 - b. Engineering Work
 - c. Components or materials of foreign supply at less than fair market value or free (i.e. hangers, labels, etc. *by Boscov's Department Store, LLC of US origin*)
 - d. Any other work which would qualify as an assist
18. Discounts resulting in a 'less than market value' invoice price including the detailed reason for the discount
19. Textiles must specify weight and percentage by weight of each fiber for each product
20. If hangers are provided by Boscov's, value and material of hanger (plastic, metal, etc.), and if they are reusable
21. Required Special Phrases:
 - a. "This shipment contains no solid wood packaging materials"

- b. TSCA statement, if TSCA shipment: *"I certify that all chemical substances in this shipment comply with all applicable rules or orders under TSCA and that I am not offering a chemical substance for entry in violation of TSCA or any applicable rule or order under TSCA."*
22. If the order contains Fish and Wildlife products, the commercial invoice must always contain the following information:
- a. Common name (in English), scientific name and country of origin of the animal species used
 - b. One of the following statements depending on the animal species:
 - i. Born in captivity
 - ii. Bred in captivity for commercial purposes
 - iii. Originating from a ranching operation
 - iv. Specimen taken from the wild

Pro forma Invoice (Non-Billing)

All items shipped to Boscov's via air, ocean or courier at no-charge as replacements, samples, or spare parts must be declared on a separate non-billing invoice. No-charge items are not included on the Commercial Invoice (Billing) with purchased goods. US Customs requires all items, even those sent as "free of charge" be declared on an invoice. The invoice can be titled *Pro forma Invoice* which means non-billing. The pro forma Invoice (Non Billing) must include most of the same details as a Commercial Invoice (Billing). Do not devalue the items. State "Fair Market Value" for each item. Non-billing invoices must include the phrase "VALUE FOR CUSTOMS ONLY".

All items shipped on pro forma (Non Billing) invoices at no-charge must include:

- 1. All Commercial Invoice requirements
- 2. Add phrase: "Value for Customs Only" in the body of the pro forma invoice (Non Billing).
- 3. Pro forma Invoices (Non-Billing) accompany Commercial Invoices (Billing) and are a part of the Shipping Documentation.

Packing List Requirements

The following information must be included on every packing list:

- 1. Boscov's purchase order, Invoice date, and Corresponding Invoice number
- 2. Shipper's Name and Address, Sold to, Ship to, Shipping Method, and Shipping Terms matching what is listed on the corresponding invoice.
- 3. Boscov's SKU broken down by store
- 4. Quantity shipped per Boscov's SKU
- 5. Number of pieces per carton
- 6. Total number of cartons shipped with corresponding carton number on each packing list
- 7. Total gross weight (including packaging) in kilos
- 8. Container Number
- 9. Direct Vendors Only: ETD origin port/ETA US port
- 10. Air Freight Only: Carton Measurement

Declarations and Certificates

It is the vendor's responsibility to provide all applicable declarations and certificates to the Boscov's designated Freight Forwarder with the document set. For any questions about these requirements, please email [Boscov's Import Compliance](#).

- 1. Interim Footwear Invoice (IFI)/FDRA (Appendix I)– for all footwear orders
- 2. Wearing Apparel Detail Sheet (WADS) (Appendix II) – for all wearing apparel orders
- 3. Item Specification/Quote Sheet (provided by Buyer) – for all non-footwear or non-wearing apparel orders
- 4. Cotton traceability worksheet (Appendix III) for all products containing cotton.
- 5. Boscov's approved Beneficiary/Country of Origin statement (Appendix IV)
- 6. Single Country Declaration (Appendix V) – used to create MID for all products made from textiles originating from one country.

7. Multiple Country Declaration (Appendix VI)- used to create MID for all products made from textiles originating from multiple countries.
8. Toxic Substances Control Act (TSCA) Certificate - if the order consists of items controlled by TSCA, a TSCA certificate must be completed, signed and uploaded with the document set (TSCA includes but is not limited to hardwood plywood, MDF, particle board, etc...)
9. LACEY Certificate – for all products that contain plants and plant products regulated by APHIS (Animal and Plant Health Inspection Service). You can find more information at: [Lacey Act Guidance](#).
10. Watch and Clock Classification Sheet – for orders consisting of watches or clocks.
11. For shipments being returned to Boscov's after repair, the "Repaired Goods Declaration" must be completed and sent with the document set.
12. If the order contains Fish & Wildlife products, the commercial invoice must always contain the following information:
 - (1) common name (in English), scientific name and country of origin of the animal species used
 - (2) one of the following statements depending on the animal species:
 - (a) "Born in captivity", "Bred in captivity for commercial purposes",
 - (b) "Originated from a ranching operation" or "Specimen taken from the wild".

The following documents may also be required, depending on the species:

- CITES (in which case the CITES permit number must also be declared on the invoice)
- Stamp from the Ministry of Agriculture

Payment Procedure and Document Disbursement

The disbursement of shipping and billing (payment) documents is the responsibility of the Shipper/Vendor. The payment method is established by Boscov's Buyer and the Agent/Vendor and stated on each purchase order.

Payment options for Boscov's Import Shipments are:

1. Open Account Wire Transfer
2. Check – For US entities only

Vendors will upload their documents into the Yusen Logistics System as directed on the Yusen website. These documents include:

1. Commercial Invoice
2. Packing List
3. Shipping Documents (FCR) showing the 'on board' date
4. Country of Origin/Beneficiary Statement (see Appendix)
5. Any special certifications including, but not limited to TSCA, Lacey Form, IFI, WADS, etc...

Open Account Wire Transfer (OAWT)

1. All shippers/vendors are responsible to scan/upload copies of their shipping documents into Yusen Logistics' Vantage Performance Supplier Portal. Please see the Import Freight Routing Guide for details.
2. The consignee and the notify party stated on the invoice must match all shipping documents.
3. For documents created overseas, if the shipper/vendor overseas is creating the billing/payment documents, they should submit their documents, including a copy of the 'original' FCR, with the completed 'Demand for Payment' form to the following address for review and payment by Wells Fargo Bank.

Boscov's Department Store, LLC Import Team
Wells Fargo Bank, N.A.
7/Floor, Cityplaza Four,
12 Taikoo Wan Road
Taikoo Shing, Island East
HONG KONG TEL: 852-2509-6451

4. If an Agent in the US creates the actual billing invoice for an overseas shipment, they must obtain the shipper's documents, including a copy of the 'original' FCR, create their billing invoice, complete a 'Demand for Payment' form and submit the full set of documents to the following address of Wells Fargo Bank. The office in Charlotte, NC. will scan the complete set of documents to their Hong Kong office for review and payment.

Direct Trade Customer Connection/Boscov's Team
Wells Fargo Bank, N.A.
1525 West W.T. Harris Blvd.
MAC D1109-011
Charlotte, NC. 28262
TEL: (866) 783-5648 ext #102

5. Wells Fargo Bank will review the import documentation presented with the completed Demand for Payment Form.
 - If the documentation has no exceptions, Wells Fargo Bank N.A. will notify the beneficiary that payment for the merchandise will be made according to the terms established.
 - If the documentation has exceptions, Wells Fargo will communicate the discrepancies to Boscov's Import Department and Boscov's will contact the vendor to correct the exception.
 - The Boscov's Import Department will communicate approval or rejection of the presentation to Wells Fargo.
6. Boscov's Import Department must receive all required shipping documents prior to providing authorization for Wells Fargo Bank to release payment. This includes a copy of the 'original' Freight Cargo Receipt (FCR), which Yusen will provide, once the freight is turned over and all origin fees have been paid.

Check Payments

1. Check payments are only paid to entities in the US.
2. Receiving must be complete prior to issuance of a check payment.

Please direct any questions to [Boscov's International Finance](#).

SECTION IV – FREIGHT FORWARDING

Import Routing

If your shipment is FOB or FCA Origin and Boscov's is the Importer of Record, please see, Appendix A, *Standard Operating Procedures for Boscov's Vendors* (prepared by Yusen Logistics) for the correct overseas agent and instructions. Further information regarding Yusen Logistics can also be found at their web site www.yusen-logistics.com/.

Inland Trucking to Boscov's Door

- If the terms of Boscov's Purchase Order make Boscov's responsible for Inland Freight from the Port of Entry, you must contact the Import Transportation Coordinator at import@boscovs.com. The Import Coordinator will assign a dray carrier.
- If your shipment is prepaid to Boscov's Door you may use our agent, World Logistics as your carrier. When using World Logistics, you will not need to make a delivery appointment due to the arrangement we have with them. Please contact World Logistics for instructions.
World Logistics USA, Inc.
173 Route 526
Allentown, NJ 08501
Phone: 609-259-6102
Fax: 609-259-8773
Contact: Scott Keleher
- World Logistics serves the New York, New Jersey, Philadelphia, PA, and Baltimore, MD piers. For all other Port of Entry locations, please contact the Import Transportation Coordinator at import@boscovs.com.
- If your shipment is prepaid to Boscov's Door and you choose to use your own carrier for delivery, you need to make an appointment. All appointments require driver assist for unloading. Boscov's will not be responsible for driver assist charges on prepaid shipments. No lumper services are available.
TO SCHEDULE AN APPOINTMENT CALL 610-370-4144.
- A copy of the B/L and detailed packing list must be sent to import@boscovs.com or faxed to 610-370-4138.

Sample Shipments

Boscov's will not reimburse a Vendor for, or return, any non-solicited samples. Boscov's will contact the Vendor only if Boscov's merchandising department is interested in carrying the product. ***Boscov's will not provide our EIN to vendors who are shipping samples.*** All samples must be shipped within the following guidelines.

Samples shipped DDP:

A foreign based company can apply for a Customs assigned number which will allow them to obtain a Customs bond and import into the US. Customs requires that a foreign importer designate an agent in the US to act as their representative, whether it be a Customs broker or a US based partner. This number can be obtained by filling out a Customs Form 5106 and submitting it to Customs, or by having a Customs broker do it electronically on their behalf. Once the foreign based company has a Customs assigned number, they will be able to obtain a Customs bond and import into the US under that bond. ***Boscov's will not release their EIN to any Vendor for the purposes of entering foods for consumption with US Customs.***

Samples shipped CIF:

1. Contact Boscov's Import Transportation Department to obtain the correct account number and other information for sample shipments.
2. All samples shipped on a given day, from one location, must be consolidated on one waybill and be shipped via the Boscov's designated international courier.
3. Shipments which involve FDA clearance, CITES or visas must be sent on individual air waybills.
4. Copies of all documents involved in the sample shipment must be emailed prior to the shipment's departure, to Boscov's Import Compliance Department ([Boscov's Import Compliance](#)). This constitutes the pre-alert for this type of shipment.
5. Please note that the buyer's name and relevant department number must be included in the shipping address on the air waybill.
6. Consolidated sample shipments must include the complete list of buyers and relevant department numbers as part of the pre-alert.

All sample merchandise shipments must indicate the "Ship To" information listed below on the Bill of Lading.

Boscov's Department Store, LLC
Attn: Buyer Name/Department Name
4500 Perkiomen Avenue
Reading, PA 19606

Boscov's pays only for samples requested by the merchandising department. Invoices for samples must include the department number and name of Boscov's buyer requesting the sample. A copy of the AWB and commercial invoice must be emailed to Boscov's Import Compliance Department to obtain payment. Adherence to the aforementioned "Sample Shipment" procedures is a prerequisite for payment.

Shipping Documents & Carton Markings

- You must forward by e-mail one (1) copy of all documents to the Import Transportation Coordinator at import@boscovs.com or fax 610-370-4138:
- ****Important**** When shipping more than one (1) container on a Bill of Lading you must include an individual packing slip for each container.
- Carton markings should have a "BDS" (Boscov's Department Store) clearly indicated in the diamond on the outside of each master carton.
- The following must also be indicated on the outside of each master carton:
 1. Department
 2. Purchase Order (one P.O. per carton)
 3. Minimum Pack Quantity
 4. Style
 5. Total Carton Quantity
 6. Carton Number
 7. Store Number

Example of Carton Markings



SECTION V – DISTRIBUTION CENTER INSTRUCTIONS

Please review these instructions. General instructions are followed by the details for each merchandise classification. BUYERS ARE NOT AUTHORIZED TO EXEMPT VENDORS FROM COMPLYING WITH ANY BOSCOV'S COMPLIANCE STANDARDS. Vendor Services is the only department that may authorize exemptions or deviations from requirements stated in this guide. They can be contacted at vv@boscovs.com.

General Instructions

1. All merchandise must be received in "floor ready" condition for immediate placement on selling floor. Merchandise is conveyed directly from the inbound truck via Boscov's sortation system to the outbound store delivery truck. Merchandise must be 100% floor ready, with shipment information consistently accurate.
 - a. Mark all merchandise with VICS standard UPC tickets (format UPC-A). Tickets must have:
 - i. scannable UPC Bar Codes with human readable digits below,
 - ii. suggested retail price that matches the retail price as stated on the PO,
 - iii. style number,
 - iv. color and size (if applicable).
 - b. Insert VICS approved hangers with SOH sizars attached in the merchandise if goods are to be featured in a hanging presentation.
 - c. Ship all clothing items for any division in cartons.
2. Cartons must be packed by store in conveyable cartons.
3. Boscov's discourages master packing of multiple stores in one carton. However, should you receive authorization from Boscov's to combine smaller cartons into master cartons, only one PO may be packed into carton. All master cartons must have a Non-EDI carton label and a "Master Packed Carton" label on the outside. This label should read, "Master Packed Carton, Open for Distribution." All inner cartons must be packed by store with a UCC-128 label attached. Failure to do so will result in an expense offset.

4. There **are to be no straps of any type placed around the cartons**. These straps can damage our conveyor systems and delay the processing of your product.
5. Attach packing slips to the outside of the lead carton of the entire shipment. Packing slips must be *removable*. Packing slips must be by store.
 - a. If you have been authorized as an *Approved Compliant EDI/ASN* vendor you are not* required to send packing slips with your shipment. However, should there be a problem with either your transmission, labels or shipment that would prevent Boscov's from processing your ASN order once received, you will be required to furnish packing slips as back up documentation. (*With the exception of Direct to Store shipments, see Section IV, Packing Slip Standards.)
6. Apply appropriate shipping label according to VICS standards to the outside of every carton.
 - a. Approved Compliant EDI/ASN vendors use UCC-128 Shipping container Labels or
 - b. Non-EDI vendor use Non-EDI Carton Label.
7. Comply with the ship dates on our Purchase Order. Please try to ship as early as possible within the ship date parameters of your Purchase Order. For more details see Section X, Purchase Order Terms and Conditions.
8. Merchandise must be shipped to the location that is designated on the PO.
9. **No substitutions may be made without buyer authorization**. Be able to provide documentation of approved changes.
10. If purchase order changes are required you must receive a **new EDI 850 from the buyer prior** to shipping. This will confirm that changes have been entered as agreed or the order will be subject to expense offsets.

Wrinkle Prevention

1. Cover hanging or folded garments with clear, dry cleaner style plastic (1 mil) bags to prevent wrinkling or soiling. Merchandise covered in plastic must have hanger hook exposed.
2. Pack merchandise "flat" (lengthwise) in cartons. If merchandise must be folded, use only one fold at the bottom of the garment.
3. Lay garments front side facing up
4. Close all buttons/zippers/hooks to prevent wrinkling or damage.
5. Bundle hangers with string, twine or rubber bands to prevent shifting **ONLY** if needed to prevent wrinkling. Do not use metal or tape. Alternate top and bottom carton placement approximately every 6 hangers to eliminate excess bulk, maximize capacity of cube, and prevent shifting. Place cardboard or tissue between alternating bundles **ONLY** if necessary to prevent crushing and reduce shifting of contents.
6. Delicate items should be placed on top to prevent crushing.
7. Do not over-pack or under-pack cartons.

8. Attach 2-piece garments hangers only by locking the coordination hook of bottom hanger through the loop of the upper hanger. Do not attach tops and bottoms using 2 hangers bound with rubber bands or otherwise.

Pre-Ticketing Standards

Boscov's requires all vendors to pre ticket merchandise prior to shipment to our distribution center or stores. When applying tickets, refer to the ticket placement guidelines for correct ticket placement on the merchandise. UPC tickets must contain the following information: style number, color, and size, retail price as indicated on Boscov's purchase order, valid UPC version A symbol, and a human readable UPC number. Other information that may be printed on tickets, but is not required, includes: vendor information, additional consumer information, and suggested retail price (if it is higher than Boscov's retail price).

11. Use only UPC tickets that meet GS1 specifications.
 - a. A 100% nominal "version A" UPC format barcode should be 1.25" in length (including quiet zone) and 1.0" in height, with the narrowest bar or space of 13 mil (+ or - 4 mil).
 - b. Ticket retail must match the retail on PO and be printed clearly using at least 18-point bold font. If reticketing with a higher retail price sticker, remove the previous retail price from the ticket before placing the new retail price sticker on the ticket.
 - c. Tickets may not be seeded.
12. Vendors should institute an ongoing UPC barcode quality control program to ensure barcode quality which will support and not impair Boscov's scanning requirements. This includes auditing, point of sale transactions, and inventorying of the merchandise.

Ticket Attachment and Placement

1. UPC tickets must be securely affixed to merchandise so as to be clearly visible to customers and sales associates.
2. Boscov's prohibits pins except on folded dress shirts.
3. Only folded dress shirts may have fused string, which is securely attached, looped through buttonhole.
4. Where fabric damage is a concern, swift-attach ticket through sewn-in label in the neck, through the seam on the left sleeve or in the waistband.
5. All labels that are applied directly to products (such as metal, paper, china, glass, silver, plastic, or wood items) must use a removable adhesive.

Miscellaneous Tickets

For items or products too small for a standard UPC hangtag ticket (such as **jewelry or watches**), properly affix small specialty tags.

Your tickets do not have to appear exactly like the samples below.


A sample hang tag UPC ticket format follows:

UPC TICKET ZONE FORMAT

Zone 1	Merchandise Identification
Zone 2	Vendor Information If provided in Zone 2
Zone 3	UPC Version A Symbol
Zone 4	Consumer Information
Zone 5	Size /Dimensions
Zone 6	Space for Retail Price (1" x 1.25")
Zone 7	Manufacturer's Suggested Price (perforated section)

SHADED = REQUIRED

UPC SAMPLE TICKET

Vendor Logo	
Style 23568FA08	Color HPINK
8675309	TRGY
TLQBM - 9876	
	
60% Worsted Wool 40% Nylon	
36 Waist 34 Length	
.....	
Manufacturer's	\$150.00
Suggested Retail Price	

NON-SHADED = OPTIONAL

Samples of Acceptable UPC Tickets:

UPC SAMPLE TICKET FOR ZONE 7

Vendor Logo	
Style 23568FA08	Color HPINK
8675309	TRGY
TLQBM - 9876	
 1 23456 78901 2	
60% Worsted Wool 40% Nylon	
36 Waist 34 Length	
<div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
Manufacturer's Suggested Retail Price \$150.00	

Merchandise Identification

Vendor Information


UPC Version A Symbol

Consumer Information


Size/Dimension

Space for Retail Price (1"x 1.25")

UPC SAMPLE TICKET FOR ZONE 6

Vendor Logo	
Style 23568FA08	Color HPINK
8675309	TRGY
TLQBM - 9876	
 1 23456 78901 2	
60% Worsted Wool 40% Nylon	
36 Waist 34 Length	
<div style="border: 1px solid black; height: 100px; width: 100%; text-align: center; vertical-align: middle;"> \$150.00 </div>	

Vendor Logo STYLE COLOR  0 12345 67890 5 <div style="background-color: orange; color: white; padding: 2px; text-align: center; font-weight: bold;">S</div> MSRP \$125.00	Vendor Logo STYLE COLOR  0 12345 67890 5 <div style="background-color: yellow; color: black; padding: 2px; text-align: center; font-weight: bold;">M</div> MSRP \$125.00
--	--

1104 JE	MNRUD395	960 V24
MADE IN CHINA		
 0 34713 18673 7		
SUGG. RETAIL \$28.00		

WOMENS		
STYLE	COLOR	SIZE
663980	400	S
 85068 44673 5		
SUGGESTED RETAIL	\$22.00	

 6 51339 60056 4	T5004-7 10K CULTURED PEARL GENUINE DIAMOND 16" \$175.00
---	---

Boscov's Ticket Information

If you are not able to produce UPC tickets, there are other options you may use.

You may apply Boscov's tickets. Our buyers are able to request tickets that are provided to vendors on a temporary basis until the vendor becomes UPC compliant. The fees for Boscov's tickets are outlined in Expense Offsets in Section III. subsection A, codes 511 or 512. If you would like more information about our Vendor Pre-Ticketing Program, please contact our Vendor Coordinator at 610-370-4128 or vv@boscovs.com.

- a. To determine which ticket to apply by color/style, refer to the copy of the purchase order sent with the tickets. The tickets contain Boscov's information only. Be certain to compare vendor style number with Boscov's style, class and sku to ensure a correct merchandise match.

You may order tickets from another ticket provider. See the tables below for a list of ticket providers who have supplied Boscov's vendors with UPC tickets in the past, and are familiar with our standards.

	<u>Rapid Tag & Label</u>	<u>PAX Tag & Label</u>	<u>Swing Labels</u>
Phone	1 877-GET-TAGS(438-8247) Toll Free or 201-337-5551	800-729-8247 Toll Free or 626-579-2000 local phone	978-425-0855 phone
Fax	201-337-5514 fax	626-579-7299 fax	978-425-0355 fax
Email	sales@rapidtags.com	info@paxtag.com	info@swinglabels.com
Website	www.rapidtags.com	www.paxtag.com	www.swinglabels.com
Order form (if available)	<u>Order form</u> for Boscov's (visit this page online)		

<u>Fine Line Tech</u>	USA	ASIA	CANADA
Phone	800-500-8687	852.2156.9788	800-465-1890
Fax	678-969-9201	852.2156.9166	905-607-2935
Email	orders@finelinetech.com	orders@finelinetech.com.hk	canadianorders@finelinetech.com
Website	www.finelinetech.com	www.finelinetech.com	www.finelinetech.com

Ticket Placement Standards

The following guidelines apply to most examples of the categories listed. If for any reason your specific product can't be marked as indicated, request instructions for ticketing from Vendor Services vv@boscovs.com.

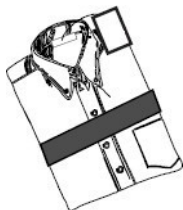
Men's Apparel

TOPS – HANGING



UPC/Price Tag: Attach to left sleeve or neck label.

TOPS – PACKAGED (belly band)



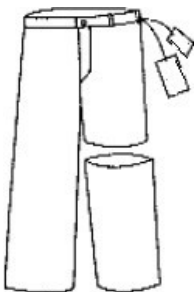
UPC/Price Tag: Attach to neck label.

TOPS – PACKAGED (plastic)



UPC/Price Tag: Attach to front button.

BOTTOMS



UPC/Price Tag: Attach to left side at waist or waistband of Joker tag.

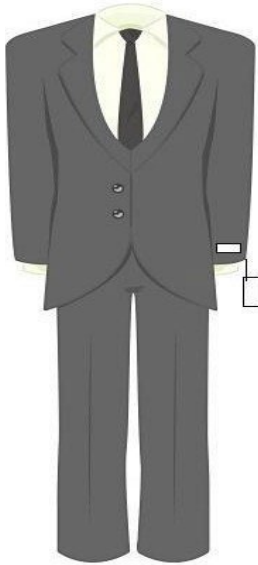
SLEEPWEAR



UPC/Price Tag: Attach to left sleeve or neck label.

Men's Suits and Sport coats

MEN'S SUITS



UPC/Price Tag: Tack or swiftach to left sleeve.

SPORTCOATS



UPC/Price Tag: Tack or swiftach to left sleeve.

Children's Wear (including Infants/Toddler)

TOPS



UPC/Price Tag: Attach to left sleeve or neck label.

INFANTWEAR

Playsuits
Sleepwear



UPC/Price Tag: Attach to left sleeve/waist or in neck label

BOTTOMS



UPC/Price Tag: Attach to left side (or side that lists waist/length information) at waist.

PLUSH ITEMS



UPC/Price Tag: Attach to vendor label or through item.

Ladies Apparel

DRESSES

Dresses
Jacket
Dresses
2 pc. Dresses
Pant sets



UPC/Price Tag: *Single/Multiple piece* - Attach to left sleeve or neck label.

TOPS

Blouses
Shirts
Sweatshirts
Coats
T-shirts
Jackets
Sweaters
Vests



UPC/Price Tag: Attach to left sleeve or neck.

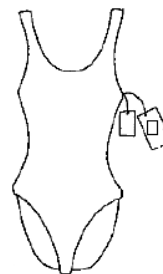
BOTTOMS

Capri's Clam
diggers
Dress
pants
Denim
Shorts
Skorts
Skirts
Split
skirts



UPC/Price Tag: Attach to left side at waist, or waistband of Joker tag.

ACTIVEWEAR



UPC/Price Tag: Attach to left side at underarm.

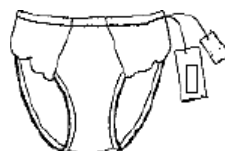
Intimate Apparel

FOUNDATIONS



UPC/Price Tag: Attach to left side at underarm.

PANTIES



UPC/Price Tag: Attach to left side at waistband.

SLIPS



UPC/Price Tag: Attach to left side at waist.

SLEEPWEAR



UPC/Price Tag: Attach to left sleeve or neck label.

Accessories, Jewelry & Shoes

HANDBAGS



UPC/Price Tag: Secure around handle.

GLOVES



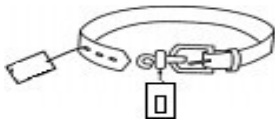
UPC/Price Tag: Attach through vendor label or glove lining.

SCARF/SHAWL



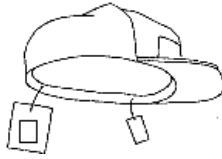
UPC/Price Tag: Attach through sewn vendor label.

BELTS



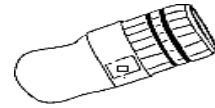
UPC/Price Tag: Secure on the back of the belt rider.

HATS



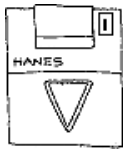
UPC/Price Tag: Secure through vendor label or lining at seam edge

SOCKS



UPC/Price Tag: Place on back of vendor hang tag/band.

HOSIERY



UPC/Price Tag: Place in upper right corner of package. Do not cover product information.

SUNGLASSES



Jewelry UPC/Price Tag: Attach around left stem near glass frame.

TIES



UPC/Price Tag: Attach through sewn vendor label.

FOOTWEAR



BOXED:
UPC/Price Tag: Place in lower rightfront end of box. Do not cover product information.

UNBOXED:
UPC/Price Tag: Place on cardboard/plastic hang display in upper right corner.

Important: Secure footwear together

LEATHER GOODS



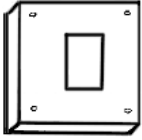
UPC/Price Tag: Secure or insert ticket in wallet/clear picture holder, or the outside compartment of small leather.

UMBRELLAS



UPC/Price Tag: Place on vendor hang tag.

BOXED JEWELRY



UPC/Price Tag: Place on back bottom right hand corner.

BOXED GIFT



UPC/Price Tag: Place on lower right corner of box. Do not cover product information. Retail price must be removable.

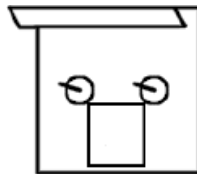
WATCHES



Small UPC/Price Tag: Attach to back of string tag card.
If boxed: Place small label on bottom of box.

CARDED JEWELRY

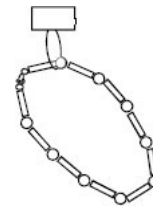
Earring cards
Ring cards Pin cards
Necklace fold over cards
Bracelet fold over cards
Anklet fold over cards



Small UPC/Price Tag: Place on back of card.

LOOSE JEWELRY

Bracelets
Necklaces



Small UPC/Price Tag: Attach to back of string tag card.

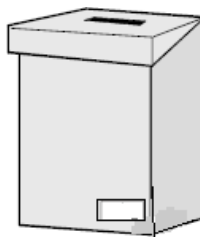
Products for the Home

BOTTLES/VASES/TINS GLASSWARE/CANDLES



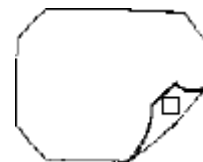
Small UPC/Price Label: Secure to bottom

BOXED ITEMS



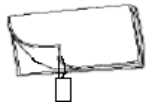
UPC/Price Tag: Place on back lower right hand corner.

PLACE MATS



UPC/Price Tag: Place on back lower right hand corner or by vendor information.

NAPKINS



UPC/Price Tag: Place under corner of napkin.

NAPKIN RINGS



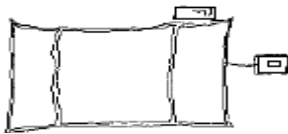
UPC/Price Tag: Secure around ring.

RUGS



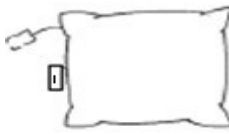
UPC/Price Tag: Attach next to vendor's sewn in label.

TOWELS



UPC/Price Tag: Attach next to vendor's sewn in label.

PILLOWS



UPC/Price Tag: Place next to vendor label.

NESTED ITEMS



UPC/Price Tag: Ticket each item individually on the bottom.

FRAMES/MIRRORS/ FRAMED ART



UPC/Price Tag: Place on back of box or frame.

WIRE/METAL (NON-BOXED) ITEMS



UPC/Price Tag: Attach around top left side.

Black Hanger and Sizer Requirements



VICS approved hangers with sizers are to be inserted in your merchandise if the goods are to be featured in a hanging presentation. As of Fall 2011, black matte hangers with SOH sizers affixed (see below) are required. This change only affects merchandise families that were previously using clear K-resin hangers. Authorization for an alternate hanger type must be provided in writing. Please contact Vendor Services at vv@boscovs.com.

Clothing items for all divisions must be shipped in cartons. This applies to all merchandise, with or without hangers inserted.

Merchandise delivered without the appropriate sizer and hanger inserted will result in an expense offset to your company.

A list of Boscov's approved suppliers that produce VICS approved hangers:

Company	Phone	Web Site
GOH International Ltd.	888-484-6212	www.goh-intl.com/
Hangers Plus	888-621-4264	www.hangersplus.us/
Hangers Unlimited (recycled)	800-558-5525	www.hangersunlimited.com/
Mainetti Group (A&E, Randy, Mainetti)	800-689-7710	www.mainetti.com/
Sourcing Solution International	973-514-1400	www.ss-intl.com/
Uniplast Industries	800-225-0058	www.uniplastindustries.com/
Visconti Garment Hangers, Inc.	866-484-6012	www.viscontihangers.com/









Please note: Not all styles are available from every supplier or location.















SIZERS

Secure over the Hanger (SOH) sizers are required to be affixed to all hangers. The SOH sizer should be black with white lettering visible on all sides. Please contact Vendor Services - vv@boscovs.com for additional information.

Hangar Insertion Standards

MEN/WOMEN/JUNIORS				
TOPS	ITEM #	DESCRIPTION	DEPARTMENT	SIZER
	498	12" Med Wt.	Girls 7-16, Boys 8-20: dresses, Blouses, Tops, Sleepwear, Jackets, 1-Pc Swimwear, Robes, Rainwear, Outerwear	
	485	15" Med Wt.	Girls 7-16, Boys 8-20: dresses, Blouses, Tops, Sleepwear, Jackets, 1-Pc Swimwear, Robes, Rainwear, Outerwear	
	584	17" w/ Non-Slip Shoulders	All Men's, Young Men's, Juniors, Ladies: Dresses, Blouses, Tops, Sleepwear, Robes, Women's Jackets, 1-Pc Misses Swimwear	
	484 + 6012	17" Med Wt. + 12" Pinch Grip Soft Pad	2 Piece, top/bottom garment sets to be sold together with one UPC; PJ Sets, Jogging Sets	
BOTTOMS	ITEM #	DESCRIPTION	DEPARTMENT	SIZER
	6010	10" Pinch GripSoft Pad	Girls 7-16, Boys 8-20: Pants, Skirts, Shorts	
	6210	10" Pinch GripSoft Pad	Girls 7-16, Boys 8-20: Pants, Skirts, Shorts	
	6012	12" Pinch GripSoft Pad	All Men's, Young Men's, Juniors, Ladies: Pants, Skirts, Shorts	
	6212	12" Pinch GripSoft Pad	All Men's, Young Men's, Juniors, Ladies: Pants, Skirts, Shorts	
	7012	12" Long Jaw	Men's & Ladies: Heavyweight Bottoms	
	8210	10" Combo	2 piece swim suits, 2 piece tank/bottom combos,	
	8212	12" Combo		
	8214	14" Combo		
OUTERWEAR/SUITS	ITEM #	DESCRIPTION	DEPARTMENT	SIZER

	3316	15" Hvy Wt 5.25" Hook	Girls 7-16, Boys 8-20: Outerwear, Coats	
	3329	17" Hvy Wt 5.25" Hook	Men's, Ladies, Girls 7-16, Boys 8-20: Active, Cloth Outerwear, Coats, Jackets, Rain Slickers	
	3320	19" Hvy Wt 5.25" Hook	Men's, Women's Plus size tops	
	3328	17" Hvy Wt 3.75" Hook	Heavy tops, such as Heavy Hooded Sweatshirts	
	417	17" Contour Suit (Mainetti)	All Men's, Suits, Sport Coats, Leathers, All Weather Coats, Topcoats, Suit Separates	
INTIMATES	ITEM #	DESCRIPTION	DEPARTMENT	SIZER
	GS-19	10" Bra/ Panty	Used for All Intimate Apparel	N/A
NEWBORN/INFANT/TODDLER APPAREL				
TOPS	ITEM #	DESCRIPTION	DEPARTMENT	SIZER
	495	10" Med Wt.	Newborn, Infants 0-12M; Dresses, Sundresses, Sleepers or Stretchies, Coveralls, Pant Sets	
	496	12" Med Wt.	Infants 12-24 Months: Outerwear, Tops, Pant Sets, Dresses, Coveralls, Sleepwear Toddlers 2T-4T, Girls 4-6X, Boys 4-7: Pajamas, Dresses, Sundresses, Tops, Jackets, Polar Fleece, Sweatshirts	
	472	15" Med Wt.	Toddlers 2T-4T, Girls 4-6X, Boys 4-7: Outerwear	
BOTTOMS	ITEM #	DESCRIPTION	DEPARTMENT	SIZER
	6108	8" Pinch Grip	Newborn, Infants 0-24M, Toddlers 2T-4T, Girls 4-6X, Boys 4-7: Shorts, Pants, Jeans	
COORDINATE / LOOP	ITEM #	DESCRIPTION	DEPARTMENT	SIZER

	9408	8" Pinch Grip Coord. Loop	Newborn, Infants 0-24M, Toddlers 2T-4T, Girls 4-6X, Boys 4-7: Short Set w/Tee, Panty Sundress, 2- Pc. Pajama Set, Pant Set	N/A
	951	10" Frame set	Newborn, Infants 0-24M, Toddler's 2T-4T: Pajamas, dresses, sun suite, overalls & short allsets	

Ladies applies to Misses, Petites and Women's Plus sizes.

Men's & Ladies 2-pc sleeved coordinates/sets use a combination of #484 & #6012.
 Girl's 7-16 & Boy's 8-20 2-pc sleeved coordinates/sets use a combination of #485 & #6010. Girl's 4-6X &
 Boy's 4-7 2-pc sleeved coordinates/sets use a combination of #496 & #9408.

All Men/Women/Juniors must be on black plastic hanger with metal hook and corresponding sizer. All Children's must be hung on white plastic hangers with corresponding sizer.



– SOHS, Black, trapezoid shaped and locks securely onto the hanger. Size is visible on all 4 sides of the sizer, except on pants where only the waist is necessary.



– Round Mini Recyclable Sizers. Slide on over metal hook and fasten securely at the base of hook.



– Rectangular sizer that snaps onto the hanger securely. Size is on the 3 visible sides.

This listing is intended to be used as a general guide. If you have any questions regarding hanger requirements, e-mail Vendor Services at yv@boscovs.com.

Carton Requirements

1. All merchandise shipped to Boscov's Distribution Center must be packed in conveyable cartons. The only exception permitted is hanger packs, which may only be used for suits, sport coats, and outer wear longer than 36" that are not suitable for folding.
2. All cartons must contain only one PO and be packed by store.
3. Bands, straps, staples or string around exterior of shipping container/carton are non-compliant. These materials can damage our conveyor systems and delay the processing of your product.
4. Shrink-wrapping or plastic covering is not permitted on the exterior of cartons. Plastics adversely affect scannability of the carton label and interfere with Boscov's sortation system.
5. Multiple cartons shrink wrapped or taped together as "one shippable carton" are not permitted because they may become separated or damaged.
6. Only cardboard should be used to protect goods. Tissue may be used only as necessary to protect packaging from sticking, wrinkling and damage during transit. Do not use tissue or paper as filler to "cube" or "fill-up" under-packed cartons.
7. Use appropriate sized cartons for the items contained. All cartons must be able to lie flat on all sides, with no bulging in the middle or on any seam. Under packed cartons create exposure to the contents and may impair ability to scan carton labels. Repeated non-compliance will result in increasing expense offset amounts.
8. Small items must be packed so that items are not concealed within a carton.
9. Breakable products (china, glass, etc.) must be properly packaged using packing peanuts or bubblewrap to prevent breakage during normal shipping, handling and conveying.
10. Carton width must allow hangers to fit squarely in the carton, not at an angle.
11. Use a shipping carton that fits the garment. Ideally, merchandise should be packed ¼ inch below the top of the carton, and 1/8 inch from the sides of the carton.
12. Pack garments flat in cartons. Use only one fold if garment must be folded. Close garment closures (e.g. buttons, zippers). Hang women's pants and skirts open, with the front facing forward.
13. When possible, pack cartons with multiple garments in one poly bag, however individual poly bags per garment are acceptable.
14. Rubber bands or twine may be used to bundle hangers within cartons. Metal or tape is not allowed.

Please package using the following carton dimensions:

	Length	Width	Height	Weight
Minimum	8"	5"	4"	5 lbs.
Maximum	40"	28"	28"	60 lbs.

E.C.T. - "Edge Crush Test"

The following applies to corrugated boxes for all shipments to Boscov's:

Type	Test Weight	Weight Requirements
ECT 32	200 lbs.	1-32 lb. Carton
ECT 44	275 lbs	33-44 lb Carton

Special Packing Instructions for Stores 15 and 96

Store 15- If you receive purchase orders which include Store 15 (our reserve stock location):

- ASNs can be sent for Store 15 and other stores (if included)
- Store 15 cartons must contain only one UPC, and must be uniformly packed within each carton.
- All cartons for Store 15 MUST have the style number on the outside of the carton.

Store 96- If you receive purchase orders which refers to Store 96, this is a method used by Boscovs to receive a shipment of uniform carton pack merchandise from a vendor and to have the ability to distro the order closer to the receipt of the goods to achieve a more accurate distribution to our stores.

Here are some store 96 rules:

- Vendor must be an edi partner and send us asns and ucc-128 carton labels
- The edi po will show a 'Ship to' store 00015 and a BULK 'pack for' quantity as store 00096 by upc and style. If you wish to receive a carton pack definition in the edi transmission, you may consider setting up the 'pre-packs purchase order' mapping. It is available in our edi mapping specifications section on our website.
- All cartons must be uniformly packed by carton pack and the way the cartons are to be packed must be agreed upon by the buyer and vendor.
- All cartons for store 96 MUST have the style number on the outside of the carton.
- All carton labels in the shipment must indicate 'ship to' store 00015, 'pack for' store 00096, in a user-readable and bar-coded format and the asn must match.

- ASNs must be sent for Store 96 only. No other stores may be shipped on the same Store 96 purchase order.
- Store 96 is NOT a bulk location but rather a virtual location and the shipping in bulk will result in an expense offset

If you receive purchase orders for Store 15 or Store 96 that do not match these criteria, contact your Boscov's representative for clarification and purchase order resubmission.

Special instructions for Big Ticket items routed to Lincoln Park DC

1. Comply with the ship dates on our Purchase Order. Please try to ship as early as possible within the ship date parameters of your Purchase Order. For more details see Section X, Purchase Order Terms and Conditions.
2. All merchandise must be clearly marked with its style number.
3. All shipments must have removable packing slips by store attached to the lead carton of the shipment.
4. Apply Non-EDI or UCC-128 **Shipping** Container Labels (according to VICS standards) to the outside of every carton or item. See details for information required on carton labels.
5. No substitutions may be made without buyer authorization. Be able to provide documentation of approved changes.
6. Send the packing slips so they arrive before the shipment at our facility
7. **All shipping units (i.e. carton, furniture or bedding) must be side marked with the following information:** (Non-compliance of any of these items could result in an Expense offset.)
 - a. Supplier Name and Address
 - b. DC Name and Address
 - c. Carrier Name, BOL, Pro Number(optional)
 - d. Purchase Order Number (one Purchase Order per shipping unit)
 - e. Department Number- MUST BE 5 DIGITS AND USE AT LEAST A FONT OF 28
 - f. "Pack for" Location and Store # MUST BE 5 DIGITS IN LENGTH
 - g. Zip Code Bar Code (if a UCC-128 label)
 - h. Style, color, quantity, and size assortment. (if not a UCC-128 label)
 - i. Shipment of on-lots must have the carton quantity marked (1 of 50, 2 of 50, etc.).

SECTION VI – ASN AND NON-EDI SHIPMENT STANDARDS

ASN Standards

(Non-EDI shipments, refer to subsections C & D)

1. Your Advance Shipping Notice (ASN) should be transmitted immediately upon shipment release to the carrier to ensure receipt by Boscov's prior to merchandise arrival at our Distribution Center or Store. Chargebacks will be imposed for late ASN transmissions.
2. ASNs **must** be formatted to the specifications that are outlined in the **Vendor Information Area - EDI Mapping Specifications**.
3. A corrected/usable ASN **must** be received within 48 hours if contacted about an unacceptable ASN.
4. The ASN transmission **must** match the carton contents exactly.
5. When shipping multiple truckloads for a single PO, you must comply with the following:
 - a. **Each trailer must have its own ASN** and contain its unique trailer number as part of the TD3 segment.
 - b. Do not split purchase orders across multiple trailers unless a single purchase order requires multiple trailers.
 - c. Unique Bill of Lading number must be provided for each trailer.
6. The packaging type/extension digit in the ASN and on the carton labels **must** be a "0" for all shipments. Please contact Vendor Services at VV@boscovs.com for clarification.



THE THIRD DIGIT FROM THE LEFT IS THE PACKAGING TYPE/EXTENSION DIGIT

ASN Carton Labeling Requirements

All cartons should be marked with the following information printed on a label or the carton. EDI partners are required to provide this information on a UCC-128 shipping container label (according to VICS standards) on the outside of every carton. Vendors shipping to our Lincoln Park DC must also comply with subsection C.


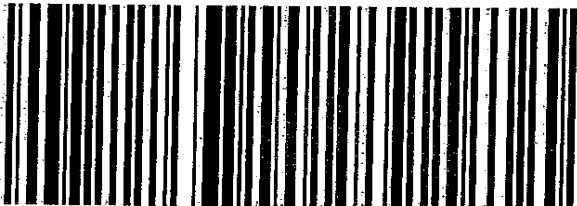
- Supplier Name and Address
- DC Name and Address (see Support Locations for all receiving location addresses and match with ship to store on PO.)
- Purchase Order Number (one Purchase Order per carton)
- Department Number (MUST BE 5 DIGITS IN LENGTH, WITH A FONT SIZE OF AT LEAST 28; i.e. dept 573 should read 00573)
- Pack for Store # (MUST BE 5 DIGITS IN LENGTH i.e. store 3 should read 00003.)
- Zip Code Bar Code
- Style information
- Unique 20 Digit Serial Shipping Container Code (SSCC) in UCC-128 format barcode.

UCC-128 Carton Label Requirements



7. The UCC-128 information must be included in the Advanced Ship Notice transmission.
8. Use only white, non-reflective label stock and smudge-proof labeling ink for UCC-128 labels. Also, a quality printer is recommended so that labels arrive at Boscov's distribution center in a scannable condition. Vendors must work with their label and ink suppliers to obtain the correct balance that will provide high quality, scannable UCC-128 labels. Carton labels that arrive torn, ripped, damaged or are otherwise unscannable will result in expense offsets.
9. Print your UCC-128 Carton Labels based on the UCC specifications. When using the 4" by 6" labels format, the UCC-128 bar code should be 3.02" in length, 1.25" in height, with a .25" quiet zone on each side. Use UCC-128, subset C f1 bar code symbology with the narrowest bar or space width of 20 mil. There must be some quiet zone between the human readable number and the serial shipping container code (this includes the parentheses in the human readable number).
10. Every UCC-128 carton number must be unique. Never repeat carton numbers.
11. Your UCC-128 carton label must be placed on the longest side of the carton (see diagrams that follow). If the carton is less than 6" in height, place the UCC-128 label on the top of the carton or you may wrap it (see diagrams that follow). Be sure the label is not on a seam or corner of the carton. The label needs to be at least 1 inch in from each edge of the carton. The label also needs to be affixed with the top of the label parallel to the top edge of the carton. The label cannot be affixed sideways on the carton. If your system requires the placement of the UCC-128 label on the front of the carton, you must also place a duplicate label with the exact same code on the long side of the carton. Your second label does not require full detail, only the bar code and the 20 digit human readable UCC-128 number are required.
12. Do not cover your UCC-128 label with tape, shrink wrap, or plastic of any type. Doing so may create a reflection that renders the label unscannable.
13. Deface any additional barcode labels on your cartons so they don't interfere with Boscov's ability to scan your UCC-128 labels. Do not cover other barcoded labels with a UCC-128 label, as it may cause scannability issues.
14. We recommend that you verify bar codes for accuracy once monthly.

Examples of acceptable UCC-128 labels:

4" x 6" EXAMPLE

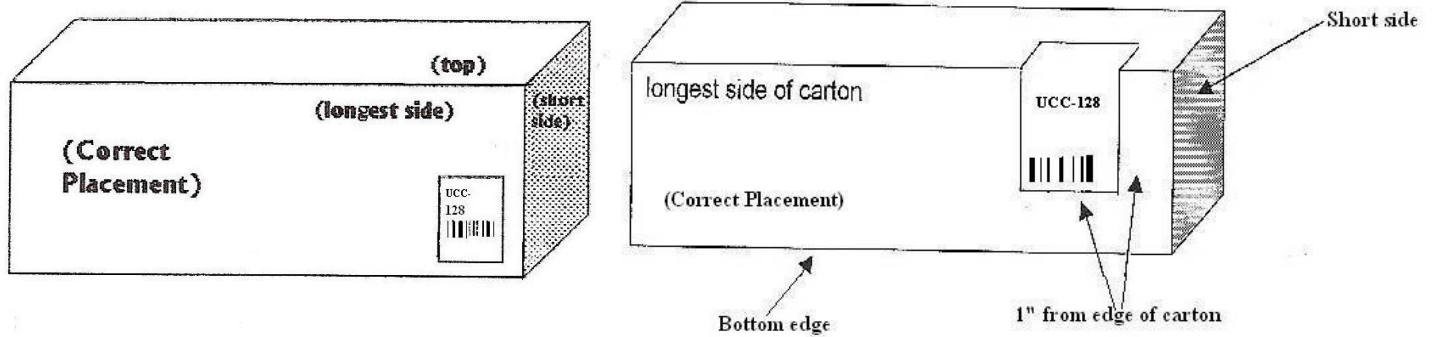
ANY VENDOR 31 STREET TOAD ANYTOWN, PA 19631	CARRIER BOL PRO	OPTIONAL
BOSCOV'S DIST CENTER #00015 5 BIRCHMONT DRIVE	FOR STORE:	
READING, PA 19606	00018	
SHIP TO POST (420) (19606)  Style 98767	DEPT # 00567 PO # 123456	
(00) 0 0707722 252150015 4 		

3" X 8" (LANDSCAPE) EXAMPLE

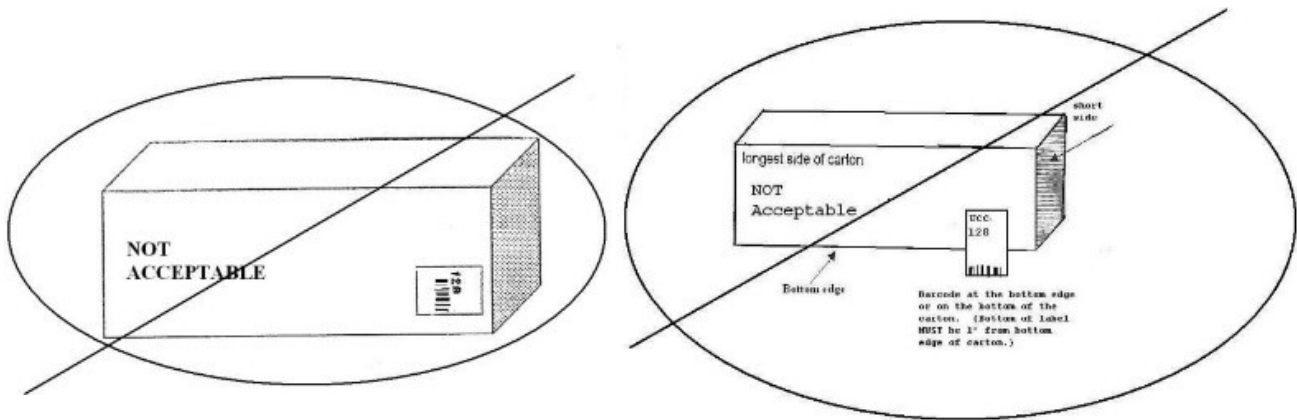
FROM: ANY VENDOR 31 NOWHERE ST ANYTOWN, PA 19523	TO: BOSCOV'S DC #00015 5 BIRCHMONT DRIVE READING, PA 19606	SHIP TO POST: (420) (19606) 	FOR STORE # 00018
CARRIER PRO BOL ALL OPTIONAL		(00) 0 0707722 252150015 4 	
DEPT # 00567 PO# 123456	Style 98767		

Examples of correct label placement:

UCC-128 WRAP AROUND LABEL PLACEMENT



Examples of incorrect label placement:



Packing Slip Standards

EDI/ASN vendors who are shipping to our Birchmont Drive DC are not required to send packing slips, as your ASN will electronically represent your packing slips. However, should there be an issue with your ASN or the shipment, we will request the packing slips either be emailed or faxed to the shipments destination.

Detailed packing slips must accompany all non ASN shipments, Direct to Store shipments, and shipments destined for our Lincoln Park DC. Attach packing slips to the outside of the lead carton of the entire shipment. Packing slips must be *removable*.

All items below must appear on the packing slip:

- Vendor Name and return address
- Boscov's Purchase Order Number and Department Number
- Boscov's invoice and/or packing slip number
- Letter of Credit Number, if applicable
- Total number of cartons for that store/shipment

- Each store should have a separate packing detail, listed by store. Casepack information to include: style, color, size, and quantity. A "master" packing slip is permissible, provided it includes the carton count for each store on it.
- Packing slip units should be "Each."

Merchandise must be loaded by store. If possible, skid by store/style when loading the shipment.

With the exception of Direct to Store shipments, you must send packing slips via email, fax or overnight parcel to the shipment destination. **Packing slips must arrive before the shipment.**

Destination	Birchmont Drive warehouse:	Lincoln Park warehouse:
Email	traffic@boscovs.com	LPreceiving@boscovs.com
Fax	(800) 347-6215	(610) 404-5126
Overnight Parcel Address	Attn: Receiving Manager5 Birchmont Drive Reading, PA 19606	Attn: Receiving Manager 159 Dennis Drive Reading, PA 19606

Non-EDI Carton Labeling Requirements

We expect all vendors to become EDI compliant. Please complete and submit the EDI Request Form with your EDI contact information, and we will expedite your testing and acceptance.

However, if you are not yet an EDI partner, you must apply a Non-EDI carton label with the following information printed on the label to all cartons:

- Supplier name and address
- DC name and address
- Pack for store number only – this is found on the second page of your printed PO – must be 5 numerical digits (add 3 to 4 zeros to the front of the store number to make it 5 digits. I.e. store 18 should read "00018").
- Department number – must be 5 numerical digits (add zeros in front of the department number to make it 5 digits. I.e. dept 567 should read "00567") with a font size of at least 28
- PO number

- Style, color, size assortment and quantity. An example of a correct Non-EDI carton label:

From: Any Vendor 123 Pine St Anytown, PA 19606	Carrier (Optional) BOL (Optional)
To: Boscov's Dist Center #000155 Birchmont Dr Reading, PA 19606	Dept #: 00576
For Store #: 00018	PO #: 123456
Carton Content Information: Style 98767 Color Navy 1S-2M-2L-1XL Style 98767 Color Red 1S-2M-2L-1XL Style 98767 Color Black 1S-2M-2L-1XL	

If you are shipping to Boscov's via UPS/FedEx, you may use their labels in place of a Non-EDI carton label as long as the Reference #1 and Reference #2 fields contain the following information:

Reference #1: 5 Digit Dept number, PO
 Reference #2: 5 Digit Store number, Quantity/Style information

However, when you become EDI compliant, you will be required to transmit an ASN, and attach the appropriate UCC128 carton labels with the correct information as found in Section III, Letters A & B.

SECTION VII – WASTE REDUCTION POLICY

Waste Reduction

Sustainability is extremely important to Boscov's. Boscov's has adopted corporate policies to reduce, reuse, and recycle our wastes whenever and wherever practical. Of particular interest to us is reducing waste at the store level, something that is highly impacted by packaging choices made by our vendors.

Boscov's is requesting all vendors voluntarily adopt our waste reduction goals, and to incorporate these goals into your packaging designs and material selections.

Preserving merchandise integrity, maintaining or improving material handling efficiency, and minimizing cost continue to be the primary goals of packaging. In terms of waste reduction, our hierarchy of goals is as follows:

REDUCE

Reducing the volume and/or weight of packaging materials benefits all subsequent activities, once the merchandise has been displayed or inventoried, regardless of whether the packaging is reused, recycled or disposed.

REUSE

Reuse of packaging by the vendor, particularly in the case of transport packaging, creates the least volume of material requiring disposal/recycling at distribution and retail levels.

RECYCLE

For packaging materials which cannot otherwise be reduced or reused, the ability to recycle materials can be improved through design and material selection.

Unnecessary Material Guidelines

Boscov's recognizes that some packing and/or protective materials may be necessary to ensure that merchandise reaches the selling floor intact. However, the use of excessive material causes considerable waste and additional expense, and should be avoided. Specifically, vendors **must not** use:

1. **Safety pins, straight pins, or pins of any type, for any reason**, except on folded dress shirts.
2. **Foam coverings or "foamies"** on top hangers that will be visible when merchandise is on the selling floor.
3. **Tieback or clips** of any type, in any category of merchandise.
4. **Removable inserts** (foam, cloth, etc.) on bottom hangers except as necessary to protect leather, velvet, beaded, embellished, and fine gauge fabrics.
5. Tissue or cardboard **inserts**. One piece of tissue or cardboard can be used for folded sweaters (for moisture absorption and stability). Cardboard inserts and collar inserts are permitted for folded dressshirts.
6. **Tissue, paper or other material** placed **INSIDE** garments (**e.g., in pockets, sleeves, in between folds, or wrapped around hangers**) that will fall off while garment is on selling floor. Minimal tissue is permitted to protect leather and velvet products. Also tissue can be used between packages as necessary to protect packaging from sticking and damage during transit.
7. **Plastic or other coverings** on buttons or other embellishments except as necessary to protect.
8. **Protective packaging** that cannot be easily removed in one motion

SECTION VIII - BOSCOV'S CONTACTS/EMAIL

Contacts/Email

DEPARTMENT	CONTACT
IMPORT OFFICE: COMPLIANCE & INTL. FINANCE	ap_imports@boscovs.com
TRANSPORTATION OFFICE	traffic@boscovs.com
APPOINTMENT SCHEDULER: NON BIG TICKET MERCHANDISE	610-370-4144
APPOINTMENT SCHEDULER: BIG TICKET MERCHANDISE	610-404-5152
RISK MANAGEMENT	610-779-2000 Ext-1464
BOSCOV'S CORPORATE SWITCHBOARD	610-779-2000

AREA OF RESPONSIBILITY	CONTACT	
DIRECTOR OF CORPORATE TRANSPORTATION	KEN ZANDIER	kzandier@boscovs.com
DIRECTOR OF IMPORTS	ELAINE FARRELL	efarrell@boscovs.com
VENDOR SERVICES MANAGER	CHRISTY KISSINGER	vv@boscovs.com
PURCHASING MANAGER	BECKY WEILAND	bweiland@boscovs.com

Check Reconciliation Contacts

For general questions, please send email to the address below. For check deduction information, please go to www.vspec.boscovs.com/main.htm and submit the corresponding backup request form.

REASON CODE	DESCRIPTION	CONTACT	EMAIL	PHONE
ADC	ADVERTISING	CO-OP OFFICE	coopoffice@boscovs.com	610-779-2000 x3203
CB	CHARGEBACK	DEBIT MGMT	debitmanagement@boscovs.com	610-929-6960 x2026
COS	COSMETIC DEMO	KAREN INGRAM	kingram@boscovs.com	610-779-2000 x3819
DIS	DISCOUNT	DEBIT MGMT	debitmanagement@boscovs.com	610-929-6960 x2026
EM	AUDITOR'S DEDUCTION	OUTSIDE AUDITOR	dwitwer@boscovs.com bangstadt@boscovs.com	610-929-6960 x2026
PB	PAYBACK	DEBIT MGMT	debitmanagement@boscovs.com	610-929-6960 x2026
RTV	RETURN TO VENDOR	DEBIT MGMT	debitmanagement@boscovs.com	610-929-6960 x2026
SH	SHORTAGE	DEBIT MGMT	accountspayable@boscovs.com	610-929-6960 x2026
TRNCB	FREIGHT CHARGEBACK	TRANSPORTATION	trncb@boscovs.com	610-370-4144
VAP	VENDOR ALLOWANCE: PERMANENT	DEBIT MGMT	debitmanagement@boscovs.com	610-929-6960 x2026
VAS	VENDOR ALLOWANCE: SALE	DEBIT MGMT	debitmanagement@boscovs.com	610-929-6960 x2026
VV	VENDOR VIOLATION	VENDOR SERVICES	vv@boscovs.com	610-370-4128

SECTION IX – STORE LISTING AND SUPPORT LOCATIONS

Numerical Store Listing

Note for EDI Partners: For a store listing in Excel format, please find it at <http://vspec.boscovs.com/> under the Boscov's Documents tab. Also, store numbers must be preceded by zeros to fill a five digit field.

Boscov's North #00003 Fairgrounds Square Mall 2910 North Fifth Street Reading, PA 19605-2461 (610) 779-2000	Boscov's East #00004 Reading Mall 4500 Perkiomen Avenue Reading, PA 19606-3202 (610) 779-2000
Boscov's Lebanon #00005 2201 Lebanon Valley Mall Lebanon, PA 17042-2568 (717) 274-1441	Boscov's Pottsville #00006 7290 Fairlane Village Mall Pottsville, PA 17901-4105 (570) 628-5790
Boscov's Sunbury #00007 1 Susquehanna Valley Mall Ste #2 Rts. 11 & 15 Selinsgrove, PA 17870-1295(570) 374-0121	Boscov's Wilkes-Barre #00008 15 South Main Street Wilkes-Barre, PA 18702-1706 (570) 823-4141
Boscov's Hazelton #00009 The Laurel Mall 105 Airport Road, Rte. 93 Hazelton, PA 18202-1203 (570) 455-9561	Boscov's Dover Mall #00010 3000 Dover Mall 1365 North DuPont Hwy Ste #3000 Dover, DE 19901-8724 (302) 734-9210
Boscov's Binghamton #00011 13-23 Court Street Binghamton, NY 13901-3101 (607) 722-4220	Boscov's Camp Hill #00012 170 South 32nd Street Camp Hill, PA 17011-5134 (717)763-1100
Boscov's Colonial Park #00014 1 Colonial Park Mall, Route 22 & Colonial Road Harrisburg, PA 17109-6220 (717) 540-4222	Boscov's Distribution Center #00015 5 Birchmont Drive Reading, PA 19606-3266 (610) 779-2000
Boscov's Wilmington #00016 Concord Mall 4737 Concord Pike, Wilmington, DE 19803-1442 (302) 478-6800	Boscov's Lancaster #00017 800 Park City Center Lancaster, PA 17601-2720 (717) 299-0911
Boscov's Atlantic City #00018 Shore Mall 6725 Blackhorse Pike, Egg Harbor Township, NJ 08234 (609) 383-1880	Boscov's York #00019 York Galleria 2899 Whiteford Road York, PA 17402-8997 (717) 757-6688
Boscov's Eastwood Mall #00020 5555 Youngstown Warren Rd Niles, OH 44446 (800) 755-6391	Boscov's Clarksburg #00021 2300 Meadowbrook Road Bridgeport, WV 26330
Boscov's Lehigh Valley Mall #00028 400 Lehigh Valley Mall Whitehall, PA 18052-5793 (610) 231-8000	Boscov's Lincoln Park #00029 159 Dennis Drive Reading, PA 19606 (610) 404-5100

Boscov's Deptford Mall #00033 1750 Deptford Center Road Deptford, NJ 08096-5202 (856) 686-1223	Boscov's Woodbridge #00041 441 Woodbridge Center Drive Woodbridge, NJ 07095 (732) 634-0003
Boscov's White Marsh #00042 8200 Perry Hall Blvd. Baltimore, MD 21236 (401) 931-2005	Boscov's Ohio Valley Mall #00043 67800 Mall Rd, Unit 300 St. Clairsville, OH 43950 (740) 699-2700
Boscov's Meriden #00044 Westfield Meriden 480 Lewis Ave Meriden, CT 06451 203-235-4144	Boscov's Sangertown Square Mall #00046 8555 Seneca Turnpike New Hartford, NY 13413 (315) 733-0393
Boscov's at Millcreek Mall #00047 5800 Peach St. Unit # 800 Erie, PA 16565 (814) 860-3020	Boscov's Connecticut Post Mall #00048 Connecticut Post Mall 1201 Boston Post Road Milford, CT 06460 (203) 874-5300
Boscov's Providence Place #00049 Providence Place 6 Providence Place Providence, RI 02903 (401) 396-2600	Boscov's Salisbury #00050 Center at Salisbury 2310 North Salisbury Boulevard Salisbury, MD 21801-7380 (410) 548-1771
Boscov's Johnstown #00051 Galleria Mall 570 Galleria Drive Johnstown, PA 15904-8900 (814) 266-4300	Boscov's Scranton #00052 The Mall at Steamtown, 400 Lackawanna Avenue Scranton, PA 18503-2014 (570) 342-7860
Boscov's Echelon #00053 6001 Voorhees Town Center Voorhees, NJ 08043-1948 (856) 772-6400	Boscov's Moorestown #00059 Moorestown Mall, Route 38 & Lenola Road Moorestown, NJ 08057-3296 (856) 231-1101
Boscov's Granite Run #00060 Granite Run Mall 1067 West Baltimore Pike, Media, PA 19063-5199 (610) 565-6009	Boscov's Coventry Mall #00061 Coventry Mall Route 724 & PA 100, Pottstown, PA 19464 (610) 327-8080
Boscov's Neshaminy #00062 200 Neshaminy Mall Rte. 1 & Bristol Road, Bensalem, PA 19020-1600 (215) 953-5900	Boscov's Plymouth Meeting #00063 500 West Germantown Pike, Suite 100 Plymouth Meeting, PA 19462-1326 (610) 825-8686
Boscov's Vineland #00064 100 Cumberland Mall 3849 S. Delsea Drive, Vineland, NJ 08360-7408 (856) 327-3800	Boscov's Easton #00065 121 Palmer Park Mall Easton, PA 18045-27593 (610) 250-2772

Boscov's Albany #00066 Colonie Center Mall Central Ave, & Wolf Rd., Albany, NY 12205-2784 (518) 438-6000	Boscov's Beaver Valley #00067 400 Beaver Valley Mall, Routes 18 & 51 Monaca, PA 15061-2399 (724) 773-7196
Boscov's Exton Mall # 00068 100 Exton Square, Routes 30 & 100 Exton, PA 19341-2440 (610) 280-6573	Boscov's Butler #00069 101 Clearview Cir, Routes 8 & 422 Butler, PA 16001-1576 (724) 285-5779
Boscov's Clifton Park #00070 830 Clifton Park Center 22 Clifton Country Rd., Ste #6 Clifton Park, NY 12065-1661 (518) 348-0080	Boscov's Christiana Towne Center #00072 361 West Main Street Christiana, DE 19702-1534 (302) 369-6440
Boscov's Monmouth Mall #00073 Monmouth Mall 180 Route 35 South, Eatontown, NJ 07724-2093 (732) 389-2220	Boscov's Ocean County Mall #00074 Ocean County Mall 1201 Hooper Ave., Tom's River, NJ 08753-3330 (732) 505-0770
Boscov's Berkshire Mall #00075 1665 State Hill Road Ste #100 Wyomissing, PA 19610-1900 (610) 779-2000	Boscov's Westminster Mall #00076 400 North Center Street Ste # 40 Westminster, MD 21157-5140 (410) 751-6660
Boscov's Frederick Towne Mall #00077 1301 West Patrick Street Frederick, MD 21702-3810 (301) 631-8155	Boscov's Logan Town Center #00079 139 Falon Drive, Altoona, PA 16602 (814) 947-5000
Boscov's Distribution Center #00096 5 Birchmont Drive Reading, PA 19606-3266 (610) 779-2000	Boscov's Outlet Center #00098 4365 Perkiomen Avenue Reading, PA 19606-3235 (610) 779-2000

Support Locations

Boscov's Information Services 2561 Bernville Road Reading, PA 19605 (610) 779-2000	Boscov's Lincoln Park #29 Big Ticket Warehouse 159 Dennis Drive Reading, PA 19606 (610) 404-5100
Boscov's Visual Merchandising & Facility Management 1700 Duke Street Laureldale, PA 19605 (610) 779-2000	Boscov's Distribution Center #15 & #96 5 Birchmont Drive Reading, PA 19606-3266 (610) 779-2000
Boscov's Outlet #98 4365 Perkiomen Avenue Reading, PA 19606-3235 (610) 779-2000	Boscov's Reverse Logistics Center 1537 Vine Street Laureldale, PA 19605 (610) 779-2000

SECTION X – ELECTRONIC DATA INTERCHANGE REQUIREMENTS

Boscov's EDI Requirements

Boscov's requires the use of EDI for the business documents listed below. All EDI documents that are traded must adhere to the current VICS industry standard guidelines. If you will not be able to comply with all EDI requirements for a specific purchase order, contact our EDI coordinator at ediadmin@boscovs.com.

Boscov's can accept the following EDI documents:

- 810 Invoices
- 855 Reverse Purchase Order
- 856 Advance Ship Notice
- 997 Functional Acknowledgement

Boscov's can transmit the following documents:

- 850 Purchase Order
- 852 Sales Data (Sales & On Hand)
- 997 Functional Acknowledgement

All Boscov's EDI documents are traded at the UPC level. Therefore, you (the Vendor) must mark your merchandise with a UPC ticket with retail, and provide us your UPC Catalog electronically by participating in the OpenText (formerly GXS) Catalog Service.

IT IS THE VENDOR'S RESPONSIBILITY TO MONITOR DUPLICATE CONTROL NUMBERS TO AVOID DOUBLE SHIPMENTS.

To participate in our EDI program, please s contact Vendor Services at ediadmin@boscovs.com.

Please provide the following information:

- Vendor Name
- Vendor EDI contact/phone
- Vendor DB2 Qual Code
- Vendor Sender/Receiver ID
- Vendor Van/Van ID

SECTION XI – UPC/EAN STANDARDS AND REQUIREMENTS

Vendor UPC/EAN Standards and OpenText Requirements

1. UPC or EAN catalogue information must be created following the “GS1 US requirements, formerly the Uniform Code Council”. The GS1 Council can be contacted by accessing their web-site, www.gtin.info or www.gs1-us.info.
2. UPC/EAN numbers must be provided electronically through subscribing to the OpenText Product Catalogue, if more than 100 UPC/EAN numbers exist. Contact OpenText at 1-877-446-6847.
3. You must assign UPC or EAN numbers at the Style/Product Number, Color and Size level, where applicable, for all products sold to Boscov's.
4. The UPC or EAN loaded to the OpenText Product Catalogue must include the following attributes:
 - a. UPC or EAN Number
 - b. Style/Product ID number
 - c. Product description (accurate descriptions are critical)
 - d. NRF Color and Size codes and descriptions, if color and size apply to your products
 - i. Note: If your data requires modification, an expense offset will be assessed.
5. UPC or EAN information must be available in the OpenText Product Catalogue accurately and on a timely basis to permit Purchase Order entry. Failure to do so will initiate an expense offset as described in Section III, subsection A of this manual.
6. UPC or EAN numbers must be assigned to all “gift with purchase” (GWP) items. These UPC or EAN numbers must be included in the OpenText Product Catalogue, and the merchandise must be ticketed with the assigned UPC or EAN numbers for Point of Sale and inventory scanning.
7. UPC or EAN numbers must be assigned for all collateral items (cosmetic testers, display fixtures, brochures, etc). UPC or EAN ticketing is not required for collateral items.
8. Vendors must adhere to the industry standard of a 30 month (fashion merchandise) and a 48 month (non-fashion merchandise) waiting period, from last ship date, before reusing UPC or EAN numbers.
9. **UPCs must also have accurate human readable numbers.**
10. Import Vendors must provide UPC's to our merchants 8-10 weeks in advance of the "Sail from Country Date" as defined by our Buyer. This will permit your orders to be entered and approved in a timely manner for booking with our Freight Forwarder. For those import vendors utilizing our freight forwarder to create UCC carton Labels and ASN's, such requests must be entered into our forwarder's system no later than 6 weeks prior to “Sail from Country Date.”

In the event that a product's UPC or EAN number has changed to reflect a revised style/product number, new packaging, etc., the new UPC or EAN number must be available in the OpenText Product Catalogue, and Boscov's must be notified within 30 days of the change.

SECTION XII – RISK MANAGEMENT

Certificate of Insurance Specifications

Please have your Risk Manager/Insurance Broker or Carrier forward a Certificate of Insurance satisfying the specifications listed below to the corporate office listed below, Attn: Risk Management:

1. Name in Certificate Holder area:

Boscov's, Inc.
Boscov's Department Store, LLC
P.O. Box 4116
Reading, PA 19606
Attn: Risk Management

Note – we buy under both company names listed above. You may name both as an Additional Insured or you may name "Boscov's, Inc, et al".

- i. **INSURANCE:** Vendor shall carry the following insurance with an insurance company or companies rated "A" or higher by A.M. Best Company:
 - a. General liability coverage of not less than \$1,000,000 each occurrence; \$1,000,000 personal and advertising injury, \$2,000,000 general aggregate; \$2,000,000 products and completed operations aggregate;
 - b. Automobile liability coverage, including coverage for owned, non-owned, and hired/borrowed vehicles, with a minimum coverage of not less than \$1,000,000 for bodily injury and property damages combined limit, each accident;
 - c. Worker's Compensation coverage as required by statute;
 - d. Employer's liability insurance with minimum limits not less than \$1,000,000 for bodily injury each accident, \$1,000,000 bodily injury by disease – each employee, and \$1,000,000 bodily injury by disease –policy limit.
 - e. Boscov's Inc. and Boscov's Department Store, LLC shall be listed on the general liability policy as additional insured. Vendor shall furnish promptly to Boscov's an insurance carrier certificate evidencing such above-required insurance policies, listing Boscov's Inc. and Boscov's Department Store, LLC as Certificate Holder and providing a minimum of sixty (60) days written notice (or maximum allowed by statute) prior to cancellation or non-renewal. All liability policies shall be written on an "occurrence" basis. Said certificate must set forth the amount of coverage, policy, number and date of expiration.

If there are any questions concerning this request, please contact Risk Management at (610) 779-2000 ext 4084 or (610) 406-4084 by phone, (610) 406-4071 by fax, or Email to: gmartinez@boscovs.com

SECTION XIII – BOSCOV'S PO TERMS AND CONDITIONS

BOSCOV'S DEPARTMENT STORE, LLC, PURCHASE ORDER TERMS AND CONDITIONS

Unless otherwise agreed to in writing, these Purchase Order Terms and Conditions shall cover all goods and services sold or otherwise provided to Boscov's, either on- or off-site, when Boscov's is the Importer of Record.

I. INVOICING INSTRUCTIONS

1. Merchandise Invoices, *when Boscov's is the Importer of Record*:

All Invoices are uploaded to Boscov's designated freight forwarder's website per SOP and must meet all invoicing requirements listed in this document.

EDI 810 Invoices: 810 Invoices must be formatted to the specifications that are outlined in the

VENDOR INFORMATION AREA – EDI Mapping Specifications

a. Expense Invoices:

a. Mail original Invoice to:

Boscov's Department Store, LLC
Attn: Expense Accounts Payable
P.O. Box 4505
Reading, Pa. 19606-0531

b. Drop Ship to Customer Invoices:

- a. Invoices must be sent via an EDI 810 Invoice Document formatted to the specifications that are outlined in the **VENDOR INFORMATION AREA – EDI Mapping Specifications**.

II. ROUTING, PACKING, TICKETING, ELECTRONIC DATA INTERCHANGE, AND OTHER INSTRUCTIONS

1. VENDOR MUST HAVE BOSCOV'S MOST CURRENT ROUTING GUIDE IN ITS POSSESSION PRIOR TO SHIPPING ANY PURCHASE ORDERS. BOSCOV'S ROUTING GUIDE (AS IN EFFECT FROM TIME TO TIME) IS INCORPORATED HEREIN AS AN INTEGRAL PART OF BOSCOV'S PURCHASE ORDER TERMS AND CONDITIONS. ANY DEVIATION FROM THESE INSTRUCTIONS MAY SUBJECT VENDOR TO EXPENSE OFFSETS.
 2. Please visit Boscov's Vendor Information Area web site at vspec.boscovs.com for the most up-to-date information regarding all shipping instructions, including the current routing guide. Vendors may print the Routing Guide in Adobe Acrobat Reader ("PDF") format, or browse through the entire Routing Guide "online."
 3. Check Boscov's Vendor Information Area web site often for changes to Boscov's guide and other information. Vendors may request updates via e-mail by visiting our web site and clicking on the mail icon next to "Request Email Updates via email."
- a. Boscov's expects all Vendors to provide merchandise marked with a UPC bar code and retail price. Hanging merchandise is to be shipped with approved VICS floor-ready hangers inserted. Additionally, all Vendors are expected to have full EDI capabilities, including the ability to receive electronic purchase orders, transmit

- b. advance ship notices (ASN) and identify cartons with unique UCC-128 shipping container labels.

Additional information is provided in Boscov's Routing Guide or from its Vendor Services Dept. at (610)370-4128.

All exceptions must be in writing from Boscov's Vendor Services and Transportation Departments. At no time will verbal routing instructions be considered as valid.

GENERAL PURCHASE TERMS AND CONDITIONS

4. **OFFER, ACCEPTANCE, AND MODIFICATION:** These Terms and Conditions govern any purchase order (the "Purchase Order") in any form issued by providers of goods or services ("Vendors") to Boscov's, and each contract and agreement for sale of goods or services to Boscov's, including any attachments and any specifications and other materials expressly incorporated in the Purchase Order or other contract documents (collectively, the "Agreement"). Accordingly, each and every Vendor has agreed or is deemed to agree to these Terms and Conditions. Vendor's acceptance may be affected only by (a) written confirmation, (b) shipment of goods or commencement of services in accordance with Vendor's Purchase Order, or (c) other commencement of performance in accordance therewith. The Agreement, including these Terms and Conditions, shall be the sole and exclusive statement of the contract between Boscov's and Vendor notwithstanding any terms and conditions that may be contained in any Purchase Order proposal, acknowledgment, confirmation, invoice or other document issued or promulgated in any manner by the Vendor, all of which, to the extent they are inconsistent with these Terms and Conditions or contain any different or additional terms, are hereby objected to and rejected. No act of Boscov's in accepting or paying for any goods or services shall constitute consent to Vendor's additional or different terms. No additional or different terms or conditions proposed by Vendor either orally or in writing (such as standard terms contained in any Purchase Order) shall be a part of the Agreement unless expressly agreed to by Boscov's in writing. A Purchase Order is not valid unless a purchaser's name is included. If the Terms and Conditions contained herein do not appear on or agree with Vendor's invoice as rendered, Vendor agrees that Boscov's may change the invoice to conform to the Terms and Conditions contained herein, and make payment accordingly.
5. **PRICE:** Unless expressly agreed otherwise, the prices to be paid for the goods ordered or services to be performed shall be as set forth in the Agreement. No extra charges of any kind shall be allowed unless specifically agreed to in the Agreement. All prices include all applicable Federal, state, and local taxes, assessments and duties, except for those for which an exemption may be claimed by Boscov's. If prior to shipment, Vendor makes or offers to make sales of the same goods or services to others in the quantities and of like quality, at prices lower than the prices then in effect under the Agreement, Vendor shall give Boscov's notice of said lower prices. Said lower prices shall apply on all goods thereafter shipped to or services performed for Boscov's under any Agreement; provided, however, that nothing herein contained shall permit an increase in the prices specified in any Agreement unless approved in writing and signed by a Boscov's authorized representative.
6. **DELIVERY SCHEDULE; RISK OF LOSS; TRANSPORTATION, AND PACKAGING:**
 - a. Shipment and delivery of goods or performance of services shall be in accordance with the schedule set forth in the Agreement unless otherwise agreed to in writing by Boscov's. All goods are sold to Boscov's "DDP – Delivered Duty Paid" unless otherwise indicated. Time is of the essence under the Agreement. Vendor shall promptly advise Boscov's of any inability to make timely shipment. If Vendor does not, or it appears that Vendor will not, meet Boscov's delivery or work schedule, Boscov's may, in addition to any other rights or remedies provided by law or the Agreement: (a) cancel the Agreement, in whole or in part, without liability to Vendor except for payment for goods previously shipped and accepted or

- b. services previously performed to the extent reasonable in amount; (b) approve an agreed-upon revised delivery or work schedule; or (c) require that Vendor ship via expedited routing to meet such delivery schedule or to recover the time lost. If Boscov's approves a revised delivery schedule or requires Vendor to ship via expedited routing, any additional transportation cost incurred as a result shall be paid by Vendor.
- c. All risk of loss, damage in transfer, or delay in delivery shall remain with Vendor until delivery to and acceptance by Boscov's, except where transportation is provided by Boscov's own vehicles, and then risk of loss, damage or delay shall shift to Boscov's upon completion of loading of Boscov's vehicle. Vendor shall prepare all goods for shipment so as to secure the lowest transportation rates consistent with timely delivery. Boscov's has the right to specify carrier and routing. Vendor shall mark the identification number of the Purchase Order and enclose or transmit electronically a packing slip showing the order number and quantity in each container or other receptacle. If not accompanied by a packing slip, Boscov's count and weight shall be conclusive. Vendor shall not make a commitment for materials or production arrangements to fulfill the Purchase Order in excess of the amount or in advance of the time necessary to meet Boscov's delivery schedule. Transportation costs on goods on back order shall be paid only at the rates which would have been applicable had the complete order been shipped at one time.

7. **OVERSHIPMENTS; NON-CONFORMING TENDER:** Vendor shall ship goods in accordance with Boscov's requirements. Overshipments exceeding five percent (5%) of the quantity ordered or \$750.00 in amount may be accepted by Boscov's upon the terms and conditions set forth herein, or rejected by Boscov's. All goods shipped shall be of the type(s) and in all respects in accordance with the applicable specifications, including those contained in any description, sample, catalog, promotional material or other statements as may have been delivered or made to Boscov's. If Vendor tenders goods that do not conform to the Agreement, including goods that, in whole or in part, are not (a) delivered timely; (b) as represented or warranted; (c) fit for the purpose for which they were sold or otherwise defective; (d) in the quantity ordered; (e) in accordance with the specifications upon which the Agreement was predicated; (f) consistent with samples or (g) otherwise in compliance with all other terms and conditions of the Agreement, such performance shall constitute a non-conforming tender. Boscov's may elect, without any further authorization from Vendor, as to any or all the non-conforming goods, to (a) accept the goods, (b) cancel the Agreement, (c) return the goods to Vendor at Vendor's expense.

c. **DELIVERIES IN ADVANCE OF SCHEDULE:** Goods delivered or services offered in advance of schedule without authorization from Boscov's may, at Boscov's option: (a) be returned to Vendor at Vendor's sole risk and expense; (b) be accepted by Boscov's with payment withheld by Boscov's until the scheduled date; or (c) stored at Vendor's sole risk and expense, until the scheduled date, as applicable.

d. **PAYMENT TERMS; OFF-SET:**

- a. Vendor shall comply with these terms concerning payment, payment instructions and invoices, unless expressly agreed in writing by Boscov's.
- b. Payment to Vendor may, at Boscov's option, be made on a consolidated basis that nets the aggregate debits, credits and allowances of Boscov's and any Boscov's affiliate.
- c. Vendor's Eligibility for prompt payment discounts shall be computed from the date of delivery and/or accepted performance, or the receipt by Boscov's of a correct invoice, whichever is later.
- d. Boscov's shall be entitled at all times to off-set any amount owing at any time from Vendor, or any affiliated company of Vendor, to Boscov's, or any affiliated company of Boscov's, against any amounts
- e. payable at any time by Boscov's or any affiliate company.

e. **NO SUBSTITUTION OF MATERIALS:** No change in the goods or services ordered, or their method of production, including substitutions or changes in materials, equipment, processing, or production location,

shall be made by Vendor or any approved subcontractor without the prior consent of Boscov's which shall be in writing or commercially accepted electronic format (e.g. e-mail).

- f. **WARRANTIES:** Vendor represents and warrants that: (a) it is the sole owner of any goods to be sold under the Agreement and that it has the unrestricted right to convey marketable title free and clear of all liens and encumbrances; (b) any goods delivered or services performed will conform to the Agreement and any description, specification, drawing or sample relating to such goods or services that has become part of the agreement of the parties; (c) all goods shall be merchantable and fit for the use intended by Boscov's, or by the consumers who will purchase them, and that all goods shall be free of all defects in design, material and workmanship, and shall be in good working condition; (d) all goods shall be manufactured in accordance with good manufacturing practices, (e) all services shall be performed in strict accordance with the Agreement and any work order, service order, statement of work or similar document associated with the services, with due care, and in accordance with the highest professional standards in the industry, and (f) all goods and/or services shall conform to and be furnished in accordance with all applicable Federal, state and local law, rules and regulations. These warranties shall run to Boscov's, its affiliates, successors, assigns, and customers, and the users of its products, and shall survive any delivery, inspection, testing, acceptance or payment by Boscov's, and the termination of the Agreement for any reason. Acceptance of goods or work product by Boscov's shall not relieve Vendor of any of its warranty or other obligations hereunder. Vendor acknowledges that it is an expert in producing and supplying the goods and/or services to be purchased pursuant to the Agreement, and notwithstanding Boscov's acceptance of specifications, samples, test data and the goods and/or service, Boscov's may rely on Vendor as an expert.

9. **INSPECTION, REJECTION AND RETURN OF GOODS:** All goods and services are subject to Boscov's testing, inspection and approval, notwithstanding prior payment by Boscov's. Goods may be inspected at Boscov's destination or Vendor's plant or warehouse. Boscov's reserves the right, in addition to any other rights which it may have at law, at equity or under the Agreement, to reject and refuse acceptance of all or a portion of such goods or services which are not in conformity with Vendor's warranties as determined by Boscov's. Boscov's shall have the right to return to Vendor all or a portion of such non-conforming goods at Vendor's sole risk and expense, for full credit or refund, or require that Vendor, at its sole risk and expense, correct or replace such goods or services with conforming goods or services within such time as Boscov's may require, provided, however, that such corrected or rejected goods or services shall not be corrected or replaced by Vendor without written authorization from Boscov's. If Vendor fails to correct or replace any nonconforming goods or services promptly after notification and authorization from Boscov's, Boscov's may correct or replace such goods or services and charge Vendor therefor, equitably adjust the order price for such goods or services or set-off the cost hereunder, at the sole discretion of Boscov's. Any goods or services corrected, replaced or repaired by Vendor shall be subject to the warranties and other terms of the Agreement. In the event of rejection by Boscov's of all or a portion of the goods or services, Boscov's may charge to Vendor and set-off against any payments due Vendor all expense of unpacking, examining, repacking, storing and shipping any goods rejected. Boscov's failure to inspect and accept or reject any goods or services shall not relieve Vendor from responsibility for nonconforming goods nor for latent defects in any goods, whether inspected or not, nor for fraud or such gross mistakes as amount to fraud, nor shall anything herein relieve Vendor from the obligation to inspect and test the goods or services covered by the Agreement in accordance with good commercial practices and Boscov's requirements and specifications, nor impose any liability upon Boscov's for such failure or defects. Vendor shall maintain inspection and test records pertaining to such goods and services for a period of two (2) years after delivery of such goods or completion of such services or as otherwise specified by Boscov's and copies thereof shall be made available to Boscov's on terms reasonably satisfactory to Boscov's at any time upon request and without charge. Such records shall include the time and the manner in which, and the person by whom, the goods or services have been inspected and tested and the result of such inspections and tests.

10. RESERVATION OF BOSCOV'S RIGHTS; LICENSE:

- a. Boscov's reserves the right to advertise, offer the goods for sale, and to sell such goods at any Boscov's retail facility and/or by means of any medium, including electronic or other non-traditional venues. The foregoing reservation is an essential term of all Boscov's transactions effected under or pursuant to the Agreement.
- b. Vendor grants to Boscov's a nonexclusive, nontransferable, royalty free license to use, with the right to sublicense, Vendor's trademarks, service marks, trade names, trade dress, copyrights and rights of publicity associated with goods for the limited purpose of Boscov's marketing, promoting or selling goods through any promotional, advertising or distribution channel, including, without limitation, print, television, radio or worldwide web.

11. TERMINATION AND REMEDIES:

- a. Boscov's may terminate all or any part of the Agreement at any time or times by written notice to Vendor: (a) if Vendor fails to observe or comply with any covenants, terms, conditions or warranties contained in the Agreement; (b) if Vendor, in Boscov's opinion, fails to make progress so as to endanger performance or shipment in accordance with the Agreement or Boscov's has other reasonable grounds to believe performance by Vendor in accordance with its obligations is unlikely or endangered; (c) if performance by either Vendor or Boscov's is impaired, or substantially delayed, by force majeure; (d) in the event of any proceeding by or against Vendor in bankruptcy or insolvency, the appointment of a receiver or trustee, or an assignment for the benefit of creditors is made by Vendor; or (e) at any time for Boscov's sole convenience.
- b. Upon termination, Boscov's may produce or purchase or otherwise acquire the goods or services ordered under the Agreement elsewhere on such terms or in such manner as Boscov's may deem appropriate, and Vendor shall be liable to Boscov's for any excess cost or other expenses incurred by Boscov's. In addition, Boscov's shall have all other rights and remedies provided by law, at equity and under the Agreement, and all of Boscov's rights and remedies shall be cumulative and none shall be considered exclusive. Upon termination, Boscov's only responsibility to Vendor shall be to pay (x) the purchase price for goods previously made, delivered to, inspected and accepted by Boscov's and services performed and accepted in accordance with the terms of the Agreement before the date of receipt by Vendor of the termination notice, and (y) in case of termination by Boscov's for convenience, (i) an amount equal to Vendor's out-of-pocket costs incurred and irrevocable financial commitments made in order to perform the Agreement, plus (ii) a cancellation charge of 15% of such amounts, less all costs that could have been avoided through reasonable mitigation efforts. Any claim under this clause (y) that is not presented to Boscov's within thirty (30) days of notice of cancellation, accompanied by reasonable documentation and calculation of all such charges, shall be waived.

- 12. OFFER OF EMPLOYMENT:** Boscov's may terminate and cancel any Agreement, in whole or in part, in the event that Vendor, without Boscov's written consent, extends an offer of employment to, employs, retains, hires, engages (or attempts any of the foregoing) or otherwise secures the services of a person who, at the time of such Vendor conduct or within the preceding one hundred and eighty (180) days, was employed by Boscov's (or any Boscov's affiliate doing business with Vendor) in the position of "General Merchandise Manager", Divisional Merchandise Manager", Buyer, whether Senior Buyer, Associate Buyer or Assistant Buyer.

- 13. INFRINGEMENT OF PROPRIETARY RIGHTS:** Vendor represents and warrants that the sale or use by Boscov's of goods or services provided by Vendor will not infringe any United States or foreign patent, copyright,

14. trademark, industrial design right or other proprietary right or intellectual property. Vendor shall indemnify, defend and hold Boscov's, its affiliates, successors, assigns, members, officers, directors, employees, agents, customers and those persons selling or using any of Boscov's products harmless from and against any damage, liability, claims, loss, costs, damages, judgments, settlements, expenses and fees including reasonable attorneys' fees) (collectively, "Losses") which may be incurred on account of infringement or alleged infringement of any such proprietary right by the goods or use of the goods supplied under the Agreement. Vendor shall reimburse Boscov's on an on-going, periodic basis for all Losses incurred by Boscov's promptly after submission of statements of expenses of Boscov's during the pendency of any such proceeding. In addition to all other rights and remedies Boscov's has at law, at equity or under the Agreement, in the event Boscov's, its customers or anyone selling or using Boscov's products are enjoined from the use, sale or other disposition of the goods, conditionally or otherwise, Vendor shall, at no additional cost to Boscov's, repurchase the goods at the purchase price, and repay all costs of all shipments of such goods and products incurred by Boscov's.

15. COMPLIANCE WITH LAWS AND EQUAL OPPORTUNITY:

- a. Vendor shall comply with all applicable Federal, state and local laws, rules and regulations relating to the goods and/or services to be furnished hereunder, including, but not limited to, the Consumer Product Safety Act and the Consumer Product Safety Improvement Act of 2008, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Fair Packaging and Labeling Act, the Flammable Fabrics Act, the Federal Hazardous Substances Act, the Federal Toxic Substances Control Act, the Textile Fiber Products Identification Act, the Fair Labor Standards Act, the Wool Products Labeling Act and the Occupational Safety and Health Act, all as amended from time to time, and shall furnish certificates of compliance whenever requested by Boscov's. Boscov's serves from time to time as a contractor for the United States Government. Accordingly, Vendor shall comply with all applicable Federal laws, rules and regulations applicable to subcontractors of government contractors including Section 202 of Executive Order 11246, as amended by Executive Order 11375, the Vietnam Era Veterans Readjustment Assistance Act, the Rehabilitation Act, as amended, and those governing contracts with business concerns operating in areas of surplus labor (48 C.F.R. Part 29), with women owned business concerns (Executive Order 12138) and with small and disadvantaged business concerns (15 U.S.C. 637), all as amended from time to time, and shall furnish certificates of compliance whenever requested by Boscov's. Contract clauses required by the Government in such circumstances, and all rules and regulations promulgated under the specific acts cited, are incorporated into the Agreement by reference.
- b. It is solely Vendor's obligation to identify and comply with the Code of Conduct and all applicable laws as may be in effect in all jurisdictions in which the goods are transported or offered for sale or which are otherwise relevant to Vendor and/or Boscov's operations as of the date of acceptance of the goods by Boscov's.
- c. Vendor shall maintain and provide to Boscov's together with the goods and/or immediately upon request thereof any and all materials necessary for Boscov's to document that the goods are in compliance with all applicable laws and shall use its best efforts to ensure that all such materials are available on a timely basis and sufficient for the purpose required by Boscov's.
- d. Vendor shall cause each and every one of its employees, agents, contractors, and representatives (collectively, "Vendor Representatives") to comply with all applicable laws and with all Boscov's policies and procedures, including the Code of Conduct, at all times when interacting with Boscov's or Boscov's affiliates and/or their respective employees, customers and invitees, whether or not then on Boscov's premises or the premises of any Boscov's affiliate. To the extent that any Vendor provides Vendor

Representatives, equipment and/or fixtures to Boscov's or any Boscov's affiliate, such Vendor shall use its best efforts to ensure that all such Vendor Representatives, equipment and/or fixtures shall likewise comply with applicable law and the policies and procedures of Boscov's and Boscov's affiliates.

- 16. RECALL OF GOODS:** If Vendor becomes aware that any ingredient, material, part or component in the goods is or may become harmful to persons or property, or that the design or construction of the goods or services is defective in any manner which is or may become harmful to persons or property, or if Vendor otherwise breaches any of its warranties to Boscov's hereunder, Vendor shall immediately give notice thereof, including all relevant information with respect thereto to Boscov's, and Vendor shall indemnify, defend and hold Boscov's, its successors, assigns, shareholders, officers, directors, employees, agents, customers and those selling or using its products, harmless from and against any and all Losses paid or incurred by them arising out of or relating or incidental to such goods or services provided by Vendor, including, without limitation, any costs associated with recalling products developed, manufactured, or created by Boscov's with the aid of such goods or services. Without limiting the foregoing, Vendor is responsible for immediately notifying Boscov's of any goods which contain any material known to the state of California to be harmful to individuals (California Proposition 65). Should Boscov's, either voluntarily or involuntarily, initiate a recall of such products, or if a government or agency shall take action with respect to them, Vendor shall assist and cooperate with Boscov's in all respects with said recall, including, but not limited to, developing a recall strategy for the products and working with Boscov's and any applicable governmental agency in monitoring Boscov's recall operating and in preparing and furnishing such reports, records or other such information as is necessary in connection therewith, and Vendor agrees to pay all costs and Losses associated with such recall.
- 17. GENERAL INDEMNIFICATION:** To the fullest extent permitted by law, Vendor shall indemnify, defend and hold Boscov's, its successors, assigns, members, affiliates, officers, directors, employees, agents, customers and those persons selling or using any of Boscov's products, and any affiliated company of Boscov's, its shareholders, officers, directors, employees, agent and customers and agents, harmless from and against any and all Losses arising out of or relating or incidental to any breach by Vendor of the terms, covenants, warranties and conditions of the Agreement, or any act or failure to act by Vendor or its agents, representatives or employees in the performance of the Agreement, including, but not limited to:
- a. Death or injury to persons or damage to property, by whomsoever suffered, claimed to have resulted from any alleged defect in the goods or services, or the performance by Vendor of work or services pursuant to the Agreement, or the work or performance of services by Vendor's agents, representatives or employees, on the premises of Boscov's or one of its customers or suppliers, or from the failure of the goods to comply with any applicable sample or specification or with the express or implied warranties given by Vendor, its agents, representatives or employees, and Losses arising out of the alleged violation by Vendor in the manufacture, processing, storage or sale of the goods, or in the performance by Vendor under the Agreement of any work or services pursuant to the Agreement, of any Federal, state or local law, statute, ordinance or administrative order, rule, regulation or standard.
 - b. Boscov's shall have the right to employ counsel separate from counsel employed by Vendor in any such proceeding for which Boscov's may be indemnified by Vendor under the Agreement and to participate in the defense thereof, and the expense of such counsel employed by Boscov's shall be borne by Vendor. Vendor shall reimburse Boscov's on an on-going, periodic basis for all fees, costs and expenses incurred by Boscov's promptly after submission of statements of expenses of Boscov's during the pendency of any such proceeding.

18. **INSURANCE:** Vendor shall carry the following insurance with an insurance company or companies rated "A" or higher by A.M. Best Company:
- g. General liability coverage of not less than \$1,000,000 each occurrence; \$1,000,000 personal and advertising injury, \$2,000,000 general aggregate; \$2,000,000 products and completed operations aggregate;
 - h. Automobile liability coverage, including coverage for owned, non-owned, and hired/borrowed vehicles, with a minimum coverage of not less than \$1,000,000 for bodily injury and property damages combined limit, each accident;
 - i. Worker's Compensation coverage as required by statute;
 - j. Employer's liability insurance with minimum limits not less than \$1,000,000 for bodily injury each accident, \$1,000,000 bodily injury by disease – each employee, and \$1,00,000 bodily injury by disease – policy limit.
 - k. Boscov's Inc. and Boscov's Department Store, LLC shall be listed on the general liability policy as additional insured. Vendor shall furnish promptly to Boscov's an insurance carrier certificate evidencing such above-required insurance policies, listing Boscov's Inc. and Boscov's Department Store, LLC as Certificate Holder and providing a minimum of sixty (60) days written notice (or maximum allowed by statute) prior to cancellation or non-renewal. All liability policies shall be written on an "occurrence" basis. Said certificate must set forth the amount of coverage, policy, number and date of expiration.
19. **ADVERTISING, NONDISCLOSURE OF CONTENTS OF AGREEMENT:** Except as approved by Boscov's and in conformity with Boscov's policies published from time to time, Vendor shall not, without Boscov's written consent (a) in any manner advertise, publicize, publish or otherwise draw attention to the fact that Vendor has furnished or contracted to furnish to Boscov's the goods or services purchased hereby, (b) or disclose any of the details connected with the Agreement to any third party except as required for procurement of supplies and services for use in the performance of the Agreement, and then only after the substance of this prohibition is inserted in its orders and made binding upon any third party, or (c) in any television or radio appearance or other public occasion or before any audience disclose or refer to Vendor's relationship with Boscov's. The terms of this section shall survive the termination of the Agreement for any reason.
20. **CONFIDENTIAL INFORMATION, BOSCOV'S PROPERTY:**
- a. Drawings, electronic data, designs, samples, trade secrets, trademarks, trade names, trade dress, copyrights, rights of publicity, order requirements, financial and marketing information, strategic plans, pricing, customers, vendors, employees, and any other information regarding its business supplied by Boscov's shall remain Boscov's property and proprietary information and shall be held in confidence by Vendor. Such information shall not be reproduced, used and/or disclosed to others by Vendor without Boscov's prior written consent, except as required for the performance of the Agreement and except to the extent that Vendor is able to establish to Boscov's satisfaction that such information (i) was known by Vendor at the time of disclosure to it by Boscov's, (ii) became known to Vendor after such disclosure to it by Boscov's through a third party as a matter of right and without restriction on disclosure, or (iii) is or has become generally known or available to the public through no act or failure to act on the part of the Vendor. All such information including all reproductions shall be returned to Boscov's immediately upon demand, and otherwise upon completion or performance by Vendor of the Agreement or its termination for any reason. The foregoing information shall be at all times labeled as confidential

- b. property of Boscov's and treated in a confidential matter by Vendor, and Vendor acknowledges and agrees that disclosure of this information to the industry as a whole would injure Boscov's competitive advantage. The terms of this section shall survive the termination of the Agreement for any reason.

21. CUSTOMER PRIVACY AND DATA SECURITY:

- a. Vendor (i) has adopted and will maintain policies and procedures designed to protect the privacy and security of Boscov's customers' nonpublic personal information in compliance with applicable law, including without limitation, Title V of the Gramm-Leach-Bliley Act and any rule or regulation promulgated thereunder, any applicable law, rule, or regulation, of the Federal Trade Commission, the Securities and Exchange Commission, the Office of the Comptroller of the Currency, the Board of Governors of the Federal Reserve Board, state regulatory authorities and industry self regulatory organizations (collectively, "Legal Requirements"), related to the privacy and security of Non-Public Personal Information (as defined below); (ii) will cooperate fully with Boscov's, and follow and comply with all reasonable instructions and directions by Boscov's to ensure compliance with the Legal Requirements; and (iii) will not sell, transfer, rent or disclose to any affiliated or non-affiliated third parties or use, except as expressly agreed by Boscov's, any of the Non-Public Personal Information or any data which could reasonably be used to identify a specific named individual ("Individual Data"). Where Boscov's grants permission for release of Individual Data to third parties, Vendor will obtain written assurances from the third party recipients of Individual Data that such third party will provide the option, in any communications generated by, or on behalf of, the third party recipients of Individual Data, for the customer of Boscov's to elect not to receive any further communications from such third party. For purposes of the Agreement, "Non-Public Personal Information" shall mean any and all customer information collected and obtained from Boscov's, including, but not limited to name, e-mail, mailing or other address; account number, postal code; telephone number; gender other demographic characteristics; year or date of birth; social security or other tax identification number; educational background; occupation or other socio-economic or financial information; credit situation; pattern of use; nature, subject matter, date or amount paid in any commercial transaction(s); number or identification of viewed/downloaded web site(s); preferences, profile, personal interests or habits; and any other identifying information, regardless of its accuracy or completeness.
- b. If Vendor (i) receives a complaint concerning a violation or alleged violation of privacy rights or other customer notice with respect to information sharing involving an opt out of sharing any Individual Data between the parties, or (ii) if Vendor becomes aware of a breach of data security involving Individual Data, Vendor shall promptly notify Boscov's.
- c. Vendor understands and agrees that Boscov's will suffer irreparable harm in the event that of a breach of any obligations in this section and that monetary damages will be inadequate to compensate Boscov's for such breach. Accordingly, Vendor agrees that, in the event of a breach or threatened breach of any of the provisions of this section, in addition to and not in limitation of any other rights, remedies or damages available at law or in equity and notwithstanding any dispute resolution provisions in the Agreement, Boscov's will be entitled to a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or restrain any such breach.

22. AUDIT:

- a. Without advance notice but during regular business hours, Boscov's, its designated representatives and any independent inspectors approved by Boscov's, may inspect any facilities at which any goods or components for goods are being manufactured or assembled or stored (including any facilities of Vendor, its affiliates, subsidiaries, subcontractors and suppliers) and any and all goods at any stage of manufacture, assembly or delivery.

- b. Upon seven (7) business days' notice to Vendor, Boscov's shall have the right to audit all books, systems and records of Vendor in order to verify reports, statements and invoices issued by Vendor in relation to Vendor's performance under the Agreement. Any such audit shall be conducted during normal business hours without unreasonable burden on Vendor's business by Boscov's corporate internal audit personnel or by an auditor of nationally recognized standing selected by Boscov's. Should any inspection or audit referred to in this Section 22 reveal any violation of the Agreement (including the Code of Conduct) Vendor shall reimburse Boscov's for all costs directly or indirectly related thereto.
23. **LABOR DISPUTES:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of the Agreement by Vendor, Vendor shall immediately give notice to Boscov's.
24. **FUTURE TAXES:** All taxes, assessments, duties or any charge or increase not in effect on the date of the Agreement which may, prior to the completion of deliveries of goods or performance of services, be levied by any governmental agency on products, containers for products or services shall be the liability of Vendor without recourse to Boscov's.
25. **CHANGES:** In addition to Boscov's right to cancel the Agreement, Boscov's reserves the right to make changes within the general scope of the Agreement, by any reasonable means, and if requested by Vendor, such changes shall be confirmed in writing by Boscov's. If any such change causes an increase or decrease in the cost of, or time required for, Vendor's performance, the price therefor and/or time required for performance shall be equitably adjusted. Any claim for adjustment hereunder must be asserted in writing within thirty (30) days from the date the change is ordered. Failure on the part of either party to assert its claim within the time provided shall operate as a waiver thereof.
26. **DISPUTES AND RESOLUTIONS:** In the event of a dispute with respect to the Agreement, the parties shall endeavor, in good faith, to reach an amicable resolution of the dispute. If the dispute is not resolved within thirty (30) days after receipt of the notice of the existence of the dispute, either party may seek any resolution in accordance with Section 28 hereof. As to disputes concerning any amount invoiced by Vendor, Vendor shall provide to Boscov's, promptly after any Boscov's request therefore, such additional documents and/or information as Boscov's reasonably may request, including written proof of delivery. Should Boscov's dispute any invoice, in whole or in part, Boscov's may withhold the disputed amount and Boscov's failure to pay such disputed amount shall not be deemed a breach of the Agreement or otherwise subject Boscov's to any liability, charge or penalty.
27. **FORCE MAJEURE:**
- a. Boscov's reserves the right to defer any shipment under the Agreement, cancel or modify the Agreement or change any performance dates if Boscov's performance is delayed on account of strikes affecting Boscov's plant or the plants of any of Boscov's suppliers, fire, an act of God, government order or regulation or other conditions beyond Boscov's control.
- b. Vendor shall not be liable for delays or defaults in delivery due to fire, an act of God, governmental order or other unforeseeable causes beyond its control and without its fault or negligence, provided that Vendor notifies Boscov's within ten (10) days after Vendor first knows of same, the time of such notification being of the essence, and Boscov's shall have the right to cancel the Agreement or any part of it without penalty.
28. **GOVERNING LAW AND CONSENT TO JURISDICTION:** The Agreement shall be governed by and construed in accordance with the laws and decisions of the Commonwealth of Pennsylvania, excluding its laws of

conflict of laws, and Vendor consents, exclusively to the adjudication of any dispute arising out of the Agreement by any federal or state court of competent jurisdiction sitting in Berks County, Pennsylvania and waives any objection to such venue.

29. **ASSIGNMENT:** The Agreement and any payment or performance due under it may not be assigned, transferred, sublet, subcontracted or delegated, in whole or in part, by Vendor without the prior written consent of Boscov's. Boscov's may assign its rights under the Agreement to any of its affiliated companies or to other parties at any time and the Agreement shall inure to the benefit to Boscov's, its successors and assigns.
30. **WAIVER:** No act or failure to act of Boscov's shall constitute a waiver of any provision contained in the Agreement and to be valid a waiver of any requirement or obligation under the Agreement must be writing and signed by Boscov's. A waiver and/or failure to insist on strict performance of any of the terms of conditions of the Agreement, or the failure to take advantage of any rights provided in the Agreement, shall not constitute a waiver or excuse for nonperformance of any other terms or conditions of the Agreement or relinquishment of any other rights in the Agreement, or a waiver or excuse of nonperformance or relinquishment of rights regarding any later failure to perform.
31. **SECTION HEADINGS:** The section headings contained herein are not part of the Agreement, but are included solely for the convenience of the parties.
32. **INDEPENDENT CONTRACTORS:** Nothing contained in the Agreement shall be construed as creating a partnership or joint venture between Boscov's and Vendor, and Vendor shall at all times during the term of the Agreement be deemed to be an independent contractor, solely responsible for the manner by and the form in which it fulfills the Agreement. To the extent Vendor's obligations under the Agreement require the performance of services by Vendor on the premises of Boscov's, Vendor agrees that such services are to be rendered by Vendor as an independent contractor and Vendor shall comply with all of Boscov's safety rules and regulations and shall provide all safeguards and take all necessary precautions to prevent the occurrence of any injury to any person or property during the performance of such services.
33. **NOTICES:** Any and all notices, consents or approvals called for hereunder shall be in writing or e-mail and shall be delivered or sent by overnight delivery service or by certified mail, return receipt requested, enclosed in a sealed envelope with first class postage thereon, addressed in the case of Boscov's to its office located at the address set forth on the front side of this document, and in the case of Vendor, at such address as Vendor shall provide Boscov's, or if no address is provided, at Vendor's principal offices. The address of either party may be changed by written notice to the other. Any notice will be deemed to have been received by a party the same date as sent if sent by telecopier or telex, the next day if sent by overnight delivery service and three (3) days from the date sent if given by certified mail, return receipt requested.
34. **SEVERABILITY:** The provisions of the Agreement are severable, and if any provision is held to be enforceable, in any jurisdiction, the remaining provisions will continue in full force and effect.
35. **AMENDMENT:** The Agreement may be amended only by a writing signed by a duly authorized representative of Boscov's.



Prepared by



September 2010

Revised: 10.06.23

SECTION 1: STANDARD PROCEDURES Booking

- Vendor is required to submit booking to Yusen Logistics local office twenty-one (21) days prior to early ship date (ESD) when they are using Yusen services for the printing of UCC 128 carton labels and the transmission of the ASN. If the vendor is using their own resource for the printing of UCC128 carton labels and the transmission of ASN's, booking can be submitted fourteen (14) days prior to early ship date. Remark: All label related cost/charges is vendor's responsibility.
- Cargo needs to be sailed within the ship window that is between the ESD (early ship date) and LSD (last ship date)
- Vendor is required to submit booking via the Yusen Logistics e-Booking system with complete and accurate ISF/10+2 data elements to comply with USA customs regulations.
- Vendor needs to complete the registration form (please refer to **Exhibit 2**, which can be downloaded from YL e-Booking system, fill in all the information and email back to bcvhkg@hk.yusen-logistics.com for Login ID and password before able to access the eBooking system. YL will reply to your email within 48 hours upon receipt of the application. YL e-Booking Website is: <https://ebookprod001.yvp.yusen-logistics.com/us>
- Vendors are required to provide the following information:
 - a. Shipper Name & Address with contact person, email, phone and fax numbers
 - b. Seller Name & Address
 - c. Manufacturer Name & Address
 - d. Country of Origin
 - e. Consignee Name
 - f. Notify Party
 - g. Number of containers (for CY shipments)
 - h. Container size (for CY shipments)
 - i. Port of Loading
 - j. Ship to Location
 - k. PO Number
 - l. Item Number
 - m. Description of Merchandise
 - n. Number of Cartons / Total Quantities per Item
 - o. Total Weight (kgs) and Volume (cbm)
 - p. Estimated Cargo Delivery Date
 - q. Export License is REQUIRED or NOT.
 - r. Fumigation is REQUIRED or NOT.
 - s. Load Type (CFS or CY)
 - t. Quota Shipment (please remark it in the booking)

YL will verify the booking information against the Boscov's Purchase Order (PO) for the following discrepancies:

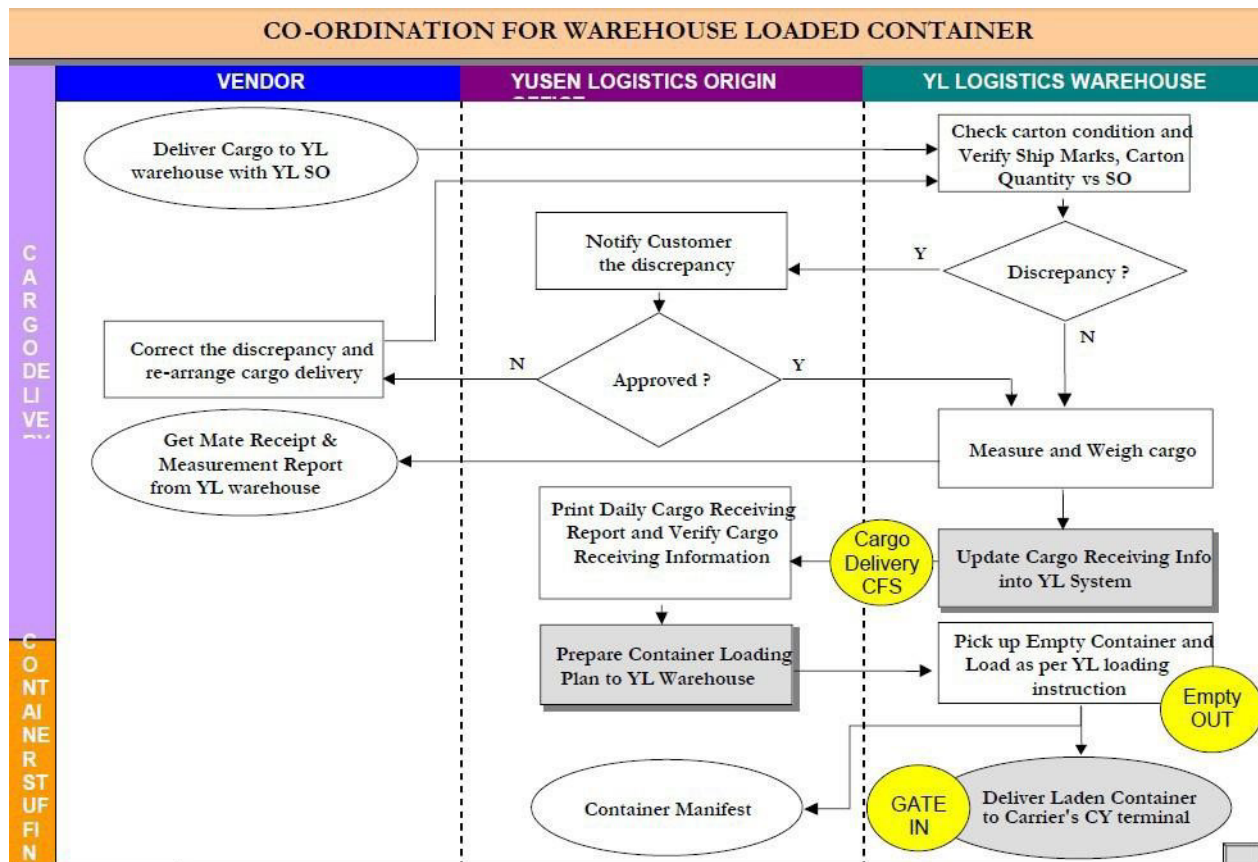
- PO Quantity ○ FOB Origin
- Cargo Delivered outside of Ship Window Factory Light Load ○ Partial Shipments ○ No Item Found
- LCL Requests ○ 20' Requests ○ Lacey Act Label Requirement

If the shipping order consists any of the above discrepancies, YL needs to obtain the authorization from Boscov's before shipping order can be released to the vendor for cargo stuffing and delivery.

Cargo Delivery (for CFS Shipments)

Yusen Logistics will release Shipping Order to vendor for the CFS cargo delivery to YL warehouse. III. All CFS cargo must be delivered to the YL Warehouse at the vendor's expense (including YL charges) and sorted by PO number.

- In the event the CFS cargo is received damaged from the vendor, YL Warehouse will refuse to receive the product and request vendor to send replacement before cargo can be shipped. Any storage charge occurred because of it, will be vendor's responsibility.
- The CFS cargo must be delivered within the Specified Delivery window.
- CFS Co-ordination process flow:



Cargo Delivery (for Factory Load Shipments)

- II. Yusen Logistics will release the Carrier Shipping Order to vendor to pick up empty containers for cargo stuffing.
- III. Cargo is to be loaded by Destination, by Purchase Order number or per Boscov's special instruction.
- IV. A purchase order should never be split into two containers unless the volume exceeds one container.
- V. Use of Equipment in the following order: 45', 40' High Cube and 40' containers are to be used as required to obtain maximum container utilization.
- VI. Vendors may request CY (factory load) containers at time of booking if the following container load standard are met, **otherwise cargo must be delivered to the CFS specified by YL**. Container Load Standard and maximum weight limitations are as follow:
 - 20' Standard: Minimum 26 CBM's Maximum 16,364 KGS
 - 40' Standard: Minimum 55 CBM's Maximum 19,545 KGS
 - 40' High Cube: Minimum 66 CBM's Maximum 19,545 KGS
 - 45' Container: Minimum 75 CBM's Maximum 19,545 KGS
- VII. The laden container must be delivered within the Specified Delivery window.
- VIII. Vendor is required to submit the Container Load Plan via the YL e-Booking System. Fax of CLP can be accepted only when there are connection problems.

IX. Vendor should submit container load plan to Yusen Logistics before YL S/I (shipping instruction) cutoff date/time, which is listed in the YL e-Booking system. The container load plan should include the following details:

- a. Container Number / Seal Number
 - a Date of Laden Container is delivered (Gated in)
- b. The total cartons, quantities, weight and volume (cbm) at Item level

PO Number, Item Number and details should be updated according to the actual loading sequence. Based on the loading information (e-Load Plan) provided by vendors, YL will submit Shipping Instructions to the carrier for the US 24hr Advanced Manifest Rule and Bill of lading preparation. Vendors should ensure that the Container Loading Information provided to the YL e-booking system is accurate. Otherwise, a penalty for amending shipping instruction to carriers may be charged to the vendor.

X. Please be advised that it is the vendor's responsibility to deliver the laden containers to the carrier's CY terminal before the CY closing. Otherwise, Vendors should submit the revised bookings to YL once the laden container fails to make the CY closing time.

XI. All Boscov's moves ex Asia and South Africa to USA via port of New York, final destination is Reading, PA.

Submission of Documents

Note: The FCR (Forwarder's Cargo Receipt) and BL cannot be issued unless all applicable documents have been received.

I. Vendor is required to submit the following documents to YL within 3 days of vessel departure.

- 1. Commercial Invoice
- 2. Packing List
- 3. Visa Customs Invoice (if required)
- 4. Certificate of Origin (Form A)
- 5. TSCA Inspection Certificate (if applicable)
- 6. Textile Declaration (apparel) or Multi-Country Declaration
- 7. Quota Charge Statement (if applicable)
- 8. Export Permit (If required)
- 9. Container Load Plan (CLP)
- 10. Interim Footwear Invoice
- 11. * TPL Certificate (if applicable)
- 12. * Lacey Act Form (if applicable)

Lacey Act document is to be collected for all '44' HTS and 9401.69 furniture HTS codes. The TPL Certificate is only applicable for apparel from South Africa.

II. Vendor is required to submit full set of commercial documents to YL within 3 business days of vessel sailing.

III. If any vendor fails to submit documents to YL within three (3) business days after vessel sailing, YL will issue a Document Delay Notice (DDN) to the vendor.

IV. If the shipment consists of regulatory merchandise, the appropriate statement must be included. Failure to do so may result delay when cargo arrives and associated charges (ie, storage, demurrage) will be billed back to the vendor.

V. Solid wood packing - for HKG & China origins, vendor can declare in the body of the commercial invoice if the shipment does not contain wood packing material – If applicable

Issuance of the Forwarder's Cargo Receipt (FCR)

This document, and the compliance standards contained herein, must be followed by those vendors who are supplying merchandise to Boscov's, when Boscov's is the Importer of Record.

YL will issue three (3) original YL forwarder's cargo receipts (FCR) to individual suppliers in accordance with information provided local charges, will be available for by the suppliers. ONE ORIGINAL FCR PER VENDOR'S COMMERCIAL INVOICE. Draft FCR with

vendor's review within 48 hours of receiving all commercial documents in our eBooking system. It is vendor's responsibility to review, verify all the data and respond back to YL to confirm before FCR is issued.

If any amendment on the FCR is needed, please notify YL immediately. If any amendment is made after YL CY SI (shipping instruction) cutoff, an amendment fee per set will be incurred for each amendment.

Only upon receipt of cargo, all commercial documents and local charges, YL will release FCR to vendor.

SECTION 2: EXHIBITS

Bosco's					
Origin	Office & Address	Responsibility	Contact	Email Address	Tel
Hong Kong	Yusen Logistics (Hong Kong) Limited, OCM		Ms. Alice Wong	alice.wong@hk.yusen-logistics.com	852-31290323
	Level 33, Tower 1, Kowloon Commerce Centre,		Mr. Antonio Leung	antonio.leung@hk.yusen-logistics.com	852-31290253
	No. 51 Kwai Cheong Road, Kwai Chung,		Mr. Perick Chan	perick.chan@hk.yusen-logistics.com	852-32190301
	New Territories, Hong Kong.		Group email	YHK.ML.BCVHKG@hk.yusen-logistics.com	
Shenzhen	Yusen Logistics (Shenzhen) Co., Ltd	Operation	Cat Deng	cat.deng@cn.yusen-logistics.com	86-755-32990138
	21/F, Tower A, Upper Hills,	Operation	Emily He	qi.he@cn.yusen-logistics.com	86-755-32990134
	5001 Huang Gang Road, Fu Tian District, Shen Zhen	Documentation	Henry Lin	henry.jc.lin@cn.yusen-logistics.com	86-755-32990117
	中国深圳市福田区皇岗路5001号	Escalation	Ben Yu	Ben.yu@cn.yusen-logistics.com	86-755-32990190
	深业上城产业研发大厦A座21楼				
Shanghai	Yusen Logistics (China) Co., Ltd.,	Operation & Documentation	Ms. Ruby Wu	ruby.wu@cn.yusen-logistics.com	86-21-22207153
	9F Raffles City Changning Office Tower 1,		Ms. Shelly ding	shelly.ding@cn.yusen-logistics.com	86-21-22207136
	No.1133 Changning Road,		Group email	YLCN.ML.YLSHA_OCMD_TEAM2@cn.yusen-logistics.com	
	Shanghai 200051 P.R.C				
	上海市长宁区1133号				
Xiamen	Yusen Logistics (China) Co., Ltd. Xiamen Branch	Operation & documentation	MS. Vankin Deng	vankin.deng@cn.yusen-logistics.com	86-592-8069170
	Room 2305-2306, 23rd Floor,	Operation & documentation	Mr. Terry Lin	terry.lin@cn.yusen-logistics.com	86-592-8128776
	Commercial Building Paragon Center,	Asst Manager	Mr. Henry Zhou	henry.zhou@cn.yusen-logistics.com	86-592-8069172
	No.1 Lianyue Road, Xiamen, Postal Code: 361012	Senior Manager	Ms. Lydia Chen	lydia.chen@cn.yusen-logistics.com	86-592-8069162
	厦门市莲岳路1号磐基中心商务楼23楼2305-2306,				
Fuzhou	Yusen Logistics (China) Co., Ltd., Fuzhou Branch	Operation & documentation	Mr. Vincent Ye	vincent.ye@cn.yusen-logistics.com	86-591-83306132
	Room 2856B – 2808, 28/F, Lippon Tianma Plaza,		Ms. Tina Guo	tina.guo@cn.yusen-logistics.com	86-591-83306130
	No. 1 North Wuyi Road, Fuzhou, Zip Code 350001, China,		Group email	ylcn.ml.yifoc.ocmd.op@cn.yusen-logistics.com	
	中国福州市鼓楼区五一北路188号				
	力意天马广场28楼2856B - 2808室, 邮编350001				

Nanjing	Yusen Logistics (China) Co., Ltd., Nanjing Branch	Operation	Ms. Sally Sun	sally.sun@cn.yusen-logistics.com	86-25-86583585
	Units 1802-06, 18F, 1 IPC,	Operation	Ms. Daisy Zhang	daisy.zhang@cn.yusen-logistics.com	86-25-86583586
	No.347,Middle Jiangdong Road,	Documentation	Keaven Wang	keaven.wang@cn.yusen-logistics.com	86-25-86583590
	Jianye District, Nanjing, P.R. China	Group email		YLCN.ML.YLNGK.OCMD@cn.yusen-logistics.com	
	中國南京市建邺區江東中飽347號				
Ningbo (handle Zhapu shipment)	Yusen Logistics (China) Co., Ltd., Ningbo Branch	Supervisor	Ms. Apple Liu	apple.liu@cn.yusen-logistics.com	86-574-87859530
	8th Floor, No.4 Building, Zhejiang Innovation Center, No. 2646	Operation	Ms. Lucy Xu	lucy.xu@cn.yusen-logistics.com	86-574-87320841
	Zhongshan East Road, Yinzhou District,	Operation	Ms. Yuki Dai	yuki.dai@cn.yusen-logistics.com	86-574-88363872
	Ningbo, Zhejiang Province.				
	浙江省宁波市鄞州区中山东路2646号				
Tianjin	Yusen Logistics (China) Co., Ltd., Tianjin Branch	Customer Service	Ms. Vicky Zhao	vicky.zhao@cn.yusen-logistics.com	022-58633722
	Room 1208, Tianjin International Building,	Operation	Mr. Johnny Liu	johnny.liu@cn.yusen-logistics.com	022-58633732
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	Tianjin, Zip Code 300050, China				
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	Agrabad Commercial Area,				
	Chittagong, Bangladesh				

Exhibit 2. eBooking Registration Form



Yusen Logistics

e-Booking Registration Form

Please complete this form and forward to bcvhkg@hk.yusen-logistics.com

Consignee Boscov's Department Store, LLC	Internal Use Only Vendor Code:
Company Information - <i>To be declared as the shipper of booking.</i> <u>Company Name:</u> <u>Address 1:</u> <u>Address 2:</u> <u>City:</u> <u>State:</u> <u>Zip/Postal Code:</u> <u>Country:</u>	
Administrative User Information - <i>Manages organization's User profile and passwords information.</i> <u>Login ID:</u> <u>Full Name:</u> <u>Phone Number:</u> <u>Fax Number:</u> <u>Email Address:</u>	
Additional User Information - <i>Responsible for performing eBooking operation.</i> <u>Login ID:</u> <u>Full Name:</u> <u>Phone Number:</u> <u>Fax Number:</u> <u>Email Address:</u>	
Additional User Information - <i>Responsible for performing eBooking operation.</i> <u>Login ID:</u> <u>Full Name:</u> <u>Phone Number:</u> <u>Fax Number:</u> <u>Email Address:</u>	
Additional User Information - <i>Responsible for performing eBooking operation.</i> <u>Login ID:</u> <u>Full Name:</u> <u>Phone Number:</u> <u>Fax Number:</u> <u>Email Address:</u>	



YUSEN Logistics

e-Document Upload System User Manual

FOR

Boscov's

Notes :

- Software : OS – Windows 7 or later
- Browser – Google Chrome with latest service pack, Mozilla Firefox with latest service pack Pop-up
- blocking function in browser may impact operation of our e-Booking/ e-Document upload system, it is necessary to configure your browser to allow pop-up from our website.



- Login the website: <https://ebookprod001.yvp.yusen-logistics.com/us>



- YLHK - OCM will verify the application details before releasing the User ID & Password to the appointed administrative user within 2 working day after receiving your application.

Select Consignee

User would choose the client account to download the e-Booking registration form.

eInvoice / Document Upload Registration Form		
e-Invoice / Document Upload is only available for the following consignees. To download the registration form, click on the file for the consignee you want to apply the logic:-		
AA Importing, Inc.	eDoc upload registration form (AAB).doc (35.53 KB)	Last Update: 2017-09-22 File Type: (.doc)
Academy Sports & Outdoors, Ltd.	eDoc upload registration form (ASO).doc (36.03 KB)	Last Update: 2014-08-19 File Type: (.doc)
Apothecary Products LLC	eInvoice_Register_Form_APO.doc (36.53 KB)	Last Update: 2016-04-16 File Type: (.doc)
Bass Pro Shops	eInvoice Registration Form BPS.doc (33.03 KB)	Last Update: 2014-10-30 File Type: (.doc)
Beall's Inc	eInv_Register_Form_Bealls.doc (34.53 KB)	Last Update: 2016-05-04 File Type: (.doc)
Bed Bath & Beyond	eInv_Register_Form_BBBD.doc (32.03 KB)	Last Update: 2013-06-27 File Type: (.doc)
Big Lots Stores, Inc.	BLSV0904-01 e-Invoice Registration Form BLS.doc (36.13 KB)	Last Update: 2016-04-05 File Type: (.doc)
Boscov's Department Store, LLC	eDoc upload registration form (BCV).doc (35.53 KB)	Last Update: 2016-08-19 File Type: (.doc)
BRAS AND THINGS	eInvoice_Register_Form_BNT.doc (49.03 KB)	Last Update: 2016-08-29 File Type: (.doc)
CARDINAL HEALTH	eDoc upload registration form CAM.doc (36.53 KB)	Last Update: 2014-08-17 File Type: (.doc)



3. Fill in & Submit the Registration Form

Fill in the form and email the form to:

bcvhkg@hk.yusen-logistics.com

One to three PO numbers are required to be provided on the registration form for our internal checking.

eInvoice Login to be released to PO Vendor only

Login ID and password will be sent to administrative user via email within 24 working hours upon receipt of complete form.



YUSEN Logistics

eInvoice / eDocument Upload Registration Form

Please complete this form and forward to bcvhkg@hk.yusen-logistics.com

Consignee		Internal Use Only	
Boscov's Department Store, LLC		Vendor Code:	
Company Information			
Company Name:			
Address 1:			
Address 2:			
City:		State:	
Zip/Postal Code:		Country:	
PO involved (list 1-3 PO#):			
User Information			
Login ID:			
Contract Person (Full Name):			
Phone Number:		Fax Number:	
Email Address:			

Start

Click to open the menu page

- E-Invoice
- Useful Information
- User

EBOOK App

New Invoice Entry & Document Upload

by: New & Revised | 1 - 2 of total 2 records

Invoice No.	Status	Date(s)
MIO8-21	NEW & COMPLETED DOC UPLOAD	Submit Date: 2021-12-17 Revise Date: 2021-12-17 Doc Upload: 2021-12-17 (Completed) (GMT+8)
TEST	NEW & COMPLETED DOC UPLOAD	Submit Date: 2020-09-31 Revise Date: 2021-12-17 Doc Upload: 2021-12-17 (Completed) (GMT+8)



New Invoice Entry and Document Upload

New Invoice Entry and Document

Note: Only alpha-numeric characters can be inputted into 'Invoice No.' field, and invoice number inputted should be unique.

The screenshot shows the 'New Invoice Entry & Document Upload' screen in the EBOOK App. It includes a disclaimer at the top: 'Disclaimer need to confirm before SAVE the Invoice'. The form contains fields for invoice details, a reference number, and a document upload section. Numbered callouts indicate the following steps:

1. Input invoice detail (invoice#, date)
2. Select type of reference number for retrieving cargo record
3. Input reference number
4. Click 'Upload' link to upload document file

A few points to note :

Complete set of commercial document must be prepared into ONE image file with PDF format

Maximum size of file upload is 4MB

The screenshot shows a modal for uploading a document. It includes a 'Select File' button, a description field, an 'Upload' button, and a 'Close' button. Numbered callouts indicate the following steps:

5. Click 'Browse' button and select the document set in your local PC
6. Click 'Upload' button to upload the document set
7. Click 'Close' button when upload is completed



New Invoice Entry and Document Upload (Cont.)

Only for shipment with cargo already delivered.

[Submit](#) [Delete](#) [Cancel](#)

10. Click 'Submit' button to submit record

Invoice No. ☐ P/O No. ☐ S/O No. ☐ Submission No. ☐ Container No.

[Refresh Data](#) [Remove](#)

<input type="checkbox"/>	SO No.	Submission No.	P/O No.	Item No.	Item Desc.	Vendor Style No.	PKG./CTN	Qty	Qty Unit	Unit Price*	Extended amount
<input type="checkbox"/>	BC19H000014	BCF1900004	129100	427	120191		40	8000	EA	15	80000

8. Input the unit price per each PO / style.

Document Upload
+ Pull Out Document

[Refresh](#) [Refresh](#) [View](#)

9. Click 'View' link to cross-check document uploaded

View / Edit Invoice Entry and Document Upload

[E-Invoice](#)

Quick Search

☐ New & Pending ☐ Incomplete Document Upload ☐ Payment ☐ Deleted ☒ ALL

Invoice No. P/O No.

Container No. (Shipment Loaded) Invoice Date From Invoice Date To

[Search](#) [Clear](#)

2. Key in a key (e.g. Invoice No.) for quick search

3. Click 'Quick Search' button to view/edit booking record

1. Click for Quick Search Function



View/ Edit Invoice Entry and Document Upload (Cont.)

Quick Search

☐ New & Revised
 ☐ Incomplete Document Upload
 ☐ Processed
 ☐ Deleted
 ☒ ALL

Definition of the booking status :

New & Revised

Invoice not being processed by Yusen Logistics can be located in 'New & Revised'.

Incomplete Document Upload

Invoice not being completed document upload.

Processed

Invoice processed by Yusen Logistics.

Deleted

Deleted Invoice is located under 'Deleted'.

All

'All' to view all Invoice

Filter By: New & Revised 1 - 3 of total 3 records

Invoice No.	Status	Details	Other Info	Shipped Reference
111	NEW & COMPLETED DOC UPLOAD	Submit Date: 2022-02-18 Review Date: 2022-02-18 Doc Upload: 2022-02-18 (Completed) (SMIT-H)	Invoice Date: 2022-02-18 UC No:	P/O: 42061 P/TY Load Date: 0004854879 P/O No:
MA0821	NEW & COMPLETED DOC UPLOAD	Submit Date: 2021-12-17 Review Date: 2021-12-17 Doc Upload: 2021-12-17 (Completed) (SMIT-H)	Invoice Date: 2021-12-17 UC No:	P/O: 34078 P/TY Load Date: POC30340002 P/O No:
1023	NEW & COMPLETED DOC UPLOAD	Submit Date: 2020-03-31 Review Date: 2021-03-17 Doc Upload: 2021-03-17 (Completed) (SMIT-H)	Invoice Date: 2020-03-31 UC No:	P/O: 42061 P/O No:

Invoice can be edited by
 ✓ tick for
 corresponding 'Invoice
 No.'

Filter of Invoice status
 for the Invoice list

Useful Information



Useful Information

<ul style="list-style-type: none"> Yantai Warehouse map and customs declaration requirement 	Yantai Warehouse map and customs declaration requirement.pdf (831 KB PDF)
<ul style="list-style-type: none"> Office & Warehouse Contacts 	Office & Warehouse Contacts.pdf (177 KB PDF)

Information posted
 by VL can be
 viewed and
 downloaded in this
 section



APPENDIX I: FDRA



A. Complete questions 1 through 8 for all footwear.

1 Check One: Slipper ___ Sandal ___ Shoe ___ Boot ___
Manufacturer's style number(s), if any: _____

2. Importer's style and/or stock number(s), if any: _____

3. Identify the material which makes up the greatest portion of the external surface area of the upper (accessories and reinforcements excluded):

- a. leather _____
- b. rubber and/or plastics ("R/P") _____
- c. textile materials _____
- d. other materials _____

4. Identify the material which makes up the greatest portion of the sole in contact with the ground (accessories, reinforcements, spikes, etc. excluded):

- a. leather _____
- b. composition leather _____
- c. R/P _____
- d. R/P with textile materials representing the majority material in contact with the ground _____
- e. other materials _____

5. Is the footwear sports footwear (see definition on reverse)?
yes _____ no _____

6. Is the footwear exclusively for men, youths, or boys?
yes _____ no _____

7. Does the footwear have a protective metal toe cap?
yes _____ no _____

2. the height of the upper?
a. covers the knee or higher _____
b. covers the ankle but not the knee _____
c. does not cover the ankle _____

B. Complete questions 9 through 16 only when uppers and soles are R/P.

3. footwear molded, vulcanized or cement construction?
yes _____ no _____

4. external surface areas of the upper, the sole and any lining (all accessories and reinforcements included) over 90% PVC? 22. Are the uppers
yes _____ no _____

5. footwear designed for use without closures?
yes _____ no _____

6. external surface area of the upper (all accessories and reinforcements included) over 90% R/P?
yes _____ no _____

7. footwear protective in nature?
yes _____ no _____

8. answer to question 13 is yes, are the uppers entirely of non-molded construction from a point 3 cm above the top of the outer sole?
yes _____ no _____

15 Does the footwear have a foxing or foxing-like band?
yes _____ no _____

16. Is the footwear:

- a. zoris _____
- b. made on a base or platform of wood _____
- c. made on a base or platform of cork _____
- d. open toe or open heel _____
- e. exclusively adhesive construction _____
- f. slip-on type _____
- g. one piece molded sandal _____
- h. none of the above _____

C. Complete question 17 only when uppers are leather

and soles are leather, composition leather, or R/P.

17. Is the footwear:

- a. welt construction _____
- b. turn, or turned construction _____
- c. constructed with uppers consisting of leather straps across the footstep and around the big toe _____
- d. made on a base or platform of wood _____
- e. constructed with pigskin uppers _____
- f. none of the above _____

D. Complete question 18 only when the uppers are textile materials and soles are leather or composition leather.

18. Is the footwear less than 10% by weight of R/P or less than 50% by weight of textile materials, and R/P?
yes _____ no _____

E. Complete questions 19 to 21 only when the uppers are textile materials and the soles R/P.

19. Does the footwear have a foxing, foxing-like band or soles that overlap the upper except at the toe or heel?
yes _____ no _____

20. Is the external surface area of the upper more than 50% leather (leather accessories and reinforcements included)? If yes, answer no further questions; if no continue to question 2
yes _____ no _____

21. Is the footwear:

- a. less than 10% by weight of R/P _____
- b. constructed with uppers of vegetable fibers (cotton, flax, ramie) _____
- c. protective in nature _____
- d. open toe or open heel _____
- e. slip-on type _____
- f. exclusive adhesive construction _____
- g. athletic footwear _____
- h. none of the above _____

F. Complete questions 22 and 23 only when uppers and soles are textile materials.

and soles separate pieces?
yes _____ no _____

23. Does the footwear have:

- a. uppers of vegetable fibers (cotton, flax, ramie) _____
- b. uppers and soles of wool felt _____
- c. neither of the above _____

G. Complete question 24 in all other cases.

24. Is the footwear:

- a. structured with uppers of leather or composition leather _____
- b. constructed with uppers of textile materials _____
- c. disposable footwear _____
- d. none of the above _____

APPENDIX II: WEARING APPAREL DETAIL SHEET (WADS)

WEARING APPAREL DETAIL SHEET

PO#: _____

HTS#: _____

Complete Section A for all entries. Answer the remaining sections for the article(s) that is/are being imported. This sheet is to be submitted in ad to the commercial invoice for each style. Styles of the same construction can be combined on the same detail sheet. Check all blanks that apply.

A. Identify

- Name of garment _____
- Style/Lot number _____
Purchase Order number _____
- Identify gender or wearer:
Men's _____
Women's _____
Boys _____
(Must be in the U.S. size range 2T-4T, 4-7, 8-20)
Girls _____
(Must be in the U.S. size range 2T-4T, 3-6X, 7-16, 10-16)
Infants _____
(Must be in the U.S. size range 0-24 months;
body length must not exceed 86 cm)
Unisex _____
- Identify fiber content/materials in percentage by weight;
(example--cotton 50%, wool 50%):

- For garments that are composed of textile and non-textile
(example--textile garments trimmed with leather),
please identify the following:

- Identify percentage of component by weight:
% _____ % _____ % _____
- Identify percentage of components by value:
% _____ % _____ % _____
- Identify percentage of components by surface area:
% _____ % _____ % _____

- Identify construction:
Knit _____ Woven _____

- Does the garment(s) have any of the following features:

	Yes	No	Fiber content/location
Lining	_____	_____	_____
Interlining	_____	_____	_____
Trim	_____	_____	_____

B. Blouse, Shirts, Pullovers, Tank, Tops, Sweatshirts, Sweaters, T-shirts

- Does the garment have pockets below the waist?
Yes _____ No _____
- Does the garment have a closure at the neck?
Yes _____ No _____
a. If yes, describe the type:
Full _____ (i.e. full button down)
Partial _____ (i.e. polo type shirt)
b. If full or partial opening, does garment
Button left over right as garment is worn _____
Button right over left as garment is worn _____
c. Give the location of the neck opening:
Front _____ Back _____ Side _____ (buttons on shoulder)
d. Method of fastening:
Button _____ Zipper _____ Tie _____ Other _____
- What type of bottom?
Rib _____ Hemmed _____
Drawstring _____ Other _____
- What type of sleeves?
Long _____ Short _____ Straps _____
- Does Garment have an oversized armhole Yes _____ No _____
Give width of straps _____
- What type of cuffs on the sleeves?
Hemmed _____ Rib _____ Other _____
- Is the garment a man's dress shirt? Yes _____ No _____
- If garment is a top:
a. Does the top touch the waist of the we Yes _____ No _____
- If garment is a T-shirt, complete the following:
a. Is garment to be used as underwear? Yes _____ No _____
b. Is the garment white? Yes _____ No _____
c. If the garment is colored, does it weigh less than or 200 grams per sq. meter?
Yes _____ No _____

- If garment is a sweatshirt, complete the following:

Napped (Fleece) Yes _____ No _____

- On all **KNIT** garments in Section B, give the following:

Number of stitches per centimeter

Horizontal _____ per cm

Vertical _____ per cm

- On all **WO VEN** garments in Section B, complete the following:

Does the garment contain 2 or more colors in the warp or filling?

Yes _____ No _____

C. Coats, Jackets, and Windbreakers

- Is garment suit type? Yes _____ No _____
- Give length of garment in centimeters _____
- Give the number of panels _____
- Weight of garment in grams per linear meter _____
- Please complete the following information for water resistant garments:
a. Describe the type of water resistant coating
Rubber _____ Plastic _____
b. Where is the application applied?
Outer shell _____ Lining _____

D. Ensembles, Suits (must be imported together and must consist of at least two garments, one of which covers the upper portion of the body and the other covering the lower portion of the body)

- Is the fabric and design of the top identical in color and construction to the fabric and design of the bottom portion?
Yes _____ No _____
- Does the item have trim? Yes _____ No _____
a. If yes, describe the location of the trim on:
Upper _____ Lower _____
- Give the number of panels on the jacket in vertical direction _____

E. Scarves, Shawls, and Handkerchiefs

Give the dimensions in centimeters

F. Men / Boys Swimwear

- Does the garment have a lining Yes _____ No _____
If yes, Full _____ or Partial _____
- Describe the waistband:
Elasticized _____
Functional Drawstring _____
Other _____

G. Men / Boys Suits, Suit-type Jackets and Trouser Made from Worsted Wool

- What is the average diameter of the fiber as measured in microns?
_____ microns (For example, 18.5 microns; or 16.2 microns)

APPENDIX III: COTTON CHAIN OF CUSTODY WORKSHEET

The U.S. Department of Homeland Security announced on 12/2/2020 that U.S. Customs and Border Protection (CBP) personnel at all U.S. ports of entry will detain all shipments containing cotton and cotton products originating from specific Chinese suppliers. Federal statute 19 U.S.C. 1307 prohibits the importation of merchandise mined, manufactured, or produced, wholly or in part, by forced labor, including convict labor, forced child labor, and indentured labor. This action has been taken in order to meet this statute. Going forward all shipments imported by Boscov's Department Store, LLC containing cotton will need to have the following Chain of Custody Worksheet completed. If you have any questions, please contact ap_imports@boscovs.com.

Boscov's Style Numbers	Date	Company Name	Address	Processes Performed (cultivation, weaving, purification and pre-finishing, finishing, garment factory, etc...)	Name, Title and Contact Information for Person with Knowledge of Processes Performed
				Example of Processes	
				Cultivation	
				Purification	
				Pre-finishing	
				Spinning	
				Weaving	
				Finishing	
				Garment Factory	

APPENDIX IV: BENEFICIARY/COUNTRY OF ORIGIN STATEMENT

Company Name _____

Address _____

Factory Name _____

Factory Address _____

Purchase Order _____ Invoice Number _____

As beneficiary of the above referenced purchase order (issued by and on behalf of Boscov's Department Store, LLC) I do hereby affirm and certify the following (Please initial each item and sign below):

_____ Merchandise is and has been clearly and accurately marked with country of origin.

_____ Merchandise is marked in compliance with U.S. Customs and Federal Trade Commission Regulations and where applicable meets the requirements of normal non-flammability (CS 191 53 of U.S. Flammable Fabric Act).

_____ That as beneficiary we are responsible for shortages of pieces within a carton.

_____ This shipment was made in complete compliance with the Import Vendor Compliance Standards (website: www.boscovs.com).

_____ Origin, value and the content of the merchandise has been accurately described on all products and in all documents including packing lists, declarations, and commercial invoices.

_____ That no duty rebates have been provided to Boscov's Department Store, LLC or its subsidiaries.

_____ That the products were not manufactured wholly or in part by forced or child labor. Forced labor shall include any labor, including convict, forced or indentured labor where the work undertaken was not completed voluntarily and / or was extracted under threat of punishment or penalty. Child labor shall include all labor undertaken by children younger than the age of 14 or the age at which labor is permitted under local law.

_____ Reasonable security precautions have been taken to manufacture, pack, ship and transport the merchandise to the designated freight forwarder.

I declare that information set forth in this declaration is correct and true to the best of my knowledge and belief.

Signature of Officer or Director of Company

Print Name _____

Title _____

Date _____

APPENDIX V: SINGLE COUNTRY DECLARATION

I, _____, declare that the articles listed below and covered by the invoice or entry to which this declaration relates are wholly the growth, product or manufacture of a single foreign territory or country, or insular possession of the U.S., or were assembled in the single foreign territory or country, or insular possession of the U.S. of fabricated components which are in whole the product of the U.S. and/or the single foreign territory or country or insular possession of the U.S. as identified below. I declare the information set forth in this declaration is correct and true to the best of my information, knowledge, and belief.

A. _____(Country)*

Marks or Identification Numbers	Description Of Articles	Country Of Origin	Date Of Export

Date: _____
Name: _____
Signature: _____
Title: _____
Company: _____
Address: _____
Address: _____

* Country or countries when used in this declaration includes territories and U.S. insular possessions. The country will be identified in the above by alphabetical designation appearing next to the named country.

APPENDIX VI: MULTIPLE COUNTRY TEXTILE DECLARATION

I, _____, declare that the articles listed below and covered by the invoice or entry to which this declaration relates are wholly the growth, product or manufacture of a single foreign territory or country, or insular possession of the U.S., or were assembled in the single foreign territory or country, or insular possession of the U.S. of fabricated components which are in whole the product of the U.S. and/or the single foreign territory or country or insular possession of the U.S. as identified below. I declare the information set forth in this declaration is correct and true to the best of my information, knowledge, and belief.

- A. _____ (Country) *
- B. _____ (Country) *
- C. _____ (Country) *
- D. _____ (Country) *
- E. _____ (Country) *
- F. _____ (Country) *

Marks or Identification Numbers	Description Of Articles	Country Of Origin	Date Of Export

Date: _____
Name: _____
Signature: _____
Title: _____
Company: _____
Address: _____
Address: _____

* Country or countries when used in this declaration includes territories and U.S. insular possessions. The country will be identified in the above by alphabetical designation appearing next to the named country.

APPENDIX VII: ACKNOWLEDGEMENT STATEMENT

Boscov's Department Store, LLC®

Code of Conduct

Acknowledgment Statement

Dear Boscov's Department Store, LLC:

I have read the Code of Conduct for Boscov's Department Store, LLC outlined in the ***Boscov's Department Store Import Routing Guide*** and understand that conducting business with Boscov's depends upon full compliance with these and all other requirements contained herein. The standards set forth in this Code of Conduct are subject to compliance with applicable local law. All vendors shall operate in full compliance with the laws of their respective country of manufacture. If any standard set forth in this Code of Conduct is in supplier's judgment, deemed to violate an applicable local law it must advise Boscov's promptly in writing. I understand that this guide provides reference for Regulatory Compliance and is not considered all inclusive. Appropriate legal counsel will be obtained by the Vendor, when necessary, to understand Import Regulatory Compliance. I further understand that the Code of Conduct is in addition to, not in lieu of, all terms and conditions contained in the ***Boscov's Department Store Import Routing Guide***.

Vendor Name (print) _____

Factory Name and Address _____

Factory Principal's Signature & Title _____

Company Stamp/Chop

Date _____

Please return this document via email to our corporate office within 15 days of receipt to ap_imports@boscovs.com