

WORLD MARKET®

Dear Vendor:

We are pleased to have you as our partner and hope that the information contained in this manual proves useful to you and supports a strong relationship between our companies.

Our goal is to receive floor-ready merchandise from our vendors that meets our standards. It is to our mutual benefit that merchandise moves efficiently through our distribution centers, out to the stores, and is ready to be placed directly on the selling floor. The World Market Management Services, LLC. (WMMS) **Vendor Guide and Supplemental Manuals** are intended to assist you in achieving our goal by improving standards for on-time delivery, quality, transportation, and invoice submission and payment. Our standards are consistent with industry norms. This updated guide and manuals supersedes all previously issued standards including any verbal or buyer authorized exceptions. We reserve the right to amend the terms of this Vendor Guide and Supplemental Manuals from time to time. **Authorized vendor representatives are required to review this guide and the applicable Supplemental Manuals upon receipt. Acceptance of our revised Vendor Guide and applicable Supplemental Manuals requires new vendors to complete an acknowledgement form (refer to [page 3](#) for details). Existing vendors acknowledge their acceptance of our revised Vendor Guide and Supplemental Manuals via Infor Nexus PO acceptance and, subsequent shipment of the PO.**

It is the vendor's responsibility to ensure continued understanding of our standards. Amendments to this guide and supplemental manuals can be found on our Vendor Relations website. You will find the link to the website, as well as the user ID and password at the bottom of every page of the attached Vendor Guide.

The attached Vendor Guide has recently been updated. All shaded sections in grey highlight significant additions or changes from the previous version. Below are a few key additions/changes/reminders. However, to ensure a complete understanding of all requirements, please read the entire guide carefully.

- **REMINDER:** The WMMS QA Manuals are titled **Supplemental Manuals**. There are three separate manuals. There is a version dedicated solely to **Furniture and Lighting** vendors, a version dedicated solely to **Food and Beverage** vendors and finally, a version dedicated to all other **Softline and Hardline** vendors. *The Supplemental Manuals can be found on our Vendor Relations website.*
- **REMINDER:** Many requirements previously listed in the Vendor Guide are now listed in the applicable Supplemental Manual.
- **REMINDER:** There are sections of this guide that may not apply to your company. Please refer to notations highlighted in **yellow** for assistance.

Thank you in advance for your cooperation, support, and partnership in building our profitable business together.

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World Market Management Services, LLC

VENDOR GUIDE

NOTE: This guide was updated March 25, 2024

Shaded sections highlight **significant additions or changes** from the previous version.

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VENDOR GUIDE & SUPPLEMENTAL MANUAL ACKNOWLEDGMENT

NEW* VENDORS:

(*not yet assigned a WMMS vendor number)

- Complete a Vendor Guide & Supplemental Manuals Acknowledgement form. *Form is available on our Vendor Relations Website.*
- Submit the form along with a Vendor Set-Up Form to the buyer/assistant you are working with.

CURRENT* VENDORS:

(*assigned a WMMS vendor number)

- Existing vendors acknowledge their acceptance of our revised Vendor Guide & Supplemental Manuals via Infor Nexus (previously GT Nexus) PO acceptance and subsequent shipment of the PO
- **DO NOT** use the form mentioned above.

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1. PURCHASE ORDER (PO)

PURCHASE ORDER (PO) NUMBER FORMAT

- Orders starting with a “2” (e.g., 200123456) are for the Stockton, CA, Distribution Center (SDC#901).
- Orders starting with a “4” (e.g., 400123456) are for the Windsor, VA, Distribution Center (VDC#909).

DIRECT TO STORE / DROP SHIP ORDERS (DSO)

We may issue some DSO orders. Each PO will indicate a specific ship-to location. Vendors should only ship retail merchandise directly to the stores when directed to do so by the PO ship-to address.

ON-TIME SHIPPING

The ship/cancel date on the PO is the key to our on-time shipping policy. Vendors are expected to adhere to the ship/cancel date noted on the PO. In cases where shipment on the exact ship/cancel date cannot be accommodated, see below for our approved ship window. **WMMS expects all vendors to make every effort to ship on the exact ship/cancel date noted on the PO.**

Our *Ship Window* is the ship/cancel date stated on the PO minus 5 business days for import shipments and 3 business days for domestic shipments. Business days are defined as Monday through Friday. Therefore, a “late shipment” is defined as having shipped the day after the ship/cancel date on the PO. An “early shipment” is defined as having shipped 6 business days for import shipments and 4 business days for domestic shipments before the ship/cancel date on the PO. *Vendors will be issued an Expense Offset Fee for non-compliance (see section 6).* Based on terms of sale and type of shipment, on time shipping is defined as:

Import Shipments

- **FOB port - less than container load (LCL):** Vendor must deliver merchandise to the consolidator up to 5 business days before the ship/cancel date stated on the PO and no later than the ship/cancel date. For example, if the ship/cancel date stated on the PO is a Friday, the vendor must deliver cargo to the consolidator between the previous Friday (5 business days, 7 calendar days) and the Friday ship/cancel date noted on the PO.
- **FOB port - full container cargo (FCL):** Vendor must deliver merchandise to the port up to 5 business days before the ship/cancel date stated on the PO and no later than the ship/cancel date. For example, if the ship/cancel date stated on the PO is on a Friday, the vendor must deliver cargo to the port between the previous Friday (5 business days, 7 calendar days) and the Friday ship/cancel date noted on the PO.
- **Ex-factory:** Vendor must have merchandise arranged and available for pick up at the factory up to 5 business days before the ship/cancel date stated on the PO and no later than the ship/cancel date. For example, if the ship/cancel date stated on the PO is on a Friday, the vendor must have cargo ready and available for pick up at the factory between the previous Friday (5 business days, 7 calendar days) and the Friday ship/cancel date noted on the PO.

Domestic Shipments

- **FOB Origin (Collect):** Vendor must have merchandise arranged and available for pick up by one of our carriers up to 3 business days before the ship/cancel date stated on the PO and no later than the ship/cancel date. For example, if the ship/cancel date stated on the PO is on a Friday, the vendor must have goods available for pick up between the previous Tuesday (3 business days before) and the Friday ship/cancel date noted on the PO.
- **FOB Delivered (Prepaid):** Vendor must deliver merchandise up to 3 business days before the receipt date stated on the PO and no later than the receipt date. For example, if the receipt date stated on the PO is on a Friday, the vendor must deliver the merchandise between the previous Tuesday (3 business days before) and the Friday receipt date noted on the PO.

NOTE: The Ship Window described above applies to all non-DSO vendors. This policy supersedes all previously issued agreements including any verbal or buyer authorized exceptions. DSO orders must be received at the store on the receipt date stated on the PO Orders received after the receipt date will be considered late. *Vendors will be issued an Expense Offset Fee for non-compliance (see section 6).*

FOB/FREIGHT TERMS POLICY

The FOB point on the PO is the key to our Freight Terms Policy. If the FOB on the PO is inaccurate, vendors should contact their buyer to make the correction. Vendors should not accept a PO until the correct FOB point is displayed on the PO. *Vendors will be issued an Expense Offset Fee for non-compliance (see section 6).*

If your company is set up in our system as freight pre-paid “YES” (you deliver POs directly to our distribution centers), you are responsible to deliver POs to both our Stockton, CA. and Windsor, VA. Distribution Centers. You are not authorized to deliver POs to only one of our facilities expecting that WMMS will transport the PO to our other facility. For example, if you have a PO for Stockton and one for Windsor, you cannot deliver both POs to our Stockton facility. You are required to arrange deliveries to both distribution center locations. If you have made prior arrangements with a WMMS Buyer to deliver POs to only one distribution center for cross docking, you must contact your Inventory Management Specialist or Planner so they flag your vendor profile appropriately.

If prior arrangements have not been made and you deliver a PO to an incorrect location, WMMS may refuse the shipment or, accept the shipment and charge the vendor for all expenses associated with shipping the PO to the correct location. *Vendors will be issued an Expense Offset Fee for non-compliance (see section 6).*

PRODUCT QUANTITY VARIANCE

All PO quantities **MUST** be shipped as ordered.

If the shipment variance is greater than **5%** (over or under), the following will occur. *Vendors will be issued an Expense Offset Fee for non-compliance (see section 6).* If the ship quantity is under the PO quantity, the remaining units on the PO will either be cancelled or will be governed by our *On-time Shipping Policy* - see section 6 and previous page.

- If the ship quantity is over the PO quantity, we reserve the right to:
 - return the excess units at the vendor’s expense (RTV) and/or destroy the product
 - cancel units on future PO equal to the amount of variance on current shipment
 - accept the excess units at a 20% discount

PURCHASE ORDER DELIVERY / CONFIRMATION

WMMS makes its POs available to its vendors/agents/brokers/ reps via Infor Nexus, a third-party PO delivery system. We do not offer true EDI as a way to receive POs. Once a vendor is set-up in our system, Infor Nexus will send an invitation to register to the vendor’s primary and secondary Infor Nexus contacts. Only one of the two contacts is required to register. Once the registration is completed, both contacts will be issued login information. Note: there is no fee to the vendor to use Infor Nexus

Only Infor Nexus (previously GT Nexus) generated POs are considered valid. In some cases DSO/EDI orders may not come through Infor Nexus. To obtain a copy of the [Infor Nexus User Guide](#), go to our Vendor Relations website (directions located at the bottom of this page).

All new, changed, and cancelled POs **must** be accepted in Infor Nexus within **3 business days** of the PO posting. *Vendors will be issued an Expense Offset Fee for non-compliance (see section 6).* Vendors that ship product against a PO without accepting the PO via Infor Nexus in a timely manner will not be paid.

1. Purchase Order (P.O.)

Vendors should only accept a PO when all information (such as ship date, quantity, FOB point, cost, etc.) is 100% accurate. Vendors that work with Agents/Brokers and require those Agents/Brokers to accept POs on vendor's behalf, shall provide authorization for them to accept POs by listing the Agent/Broker on the [vendor set-up/change form](#).

Infor Nexus will send PO alert e-mails to the primary and secondary contacts WMMS has on file for your company. Each WMMS vendor number may have only 2 contacts. If you need to update your contacts or are unsure who your company contacts are, e-mail POdeliverysupport@worldmarket.com (formerly edicoordinator@worldmarket.com). Updates must be submitted on a [vendor set-up/change form](#). *Form is available on our Vendor Relations Website.*

PURCHASE ORDER TERMS AND CONDITIONS

Our Purchase Order Terms and Conditions can be found in *section 7* of this Vendor Guide. A PDF version of the Purchase Order Terms and Conditions is included in each PO delivered through the Infor Nexus system. By accepting a PO, you agree to be bound by the Purchase Order Terms and Conditions and to the terms of the Vendor Guide. Failure to accept a PO in Infor Nexus does not forgo your company from meeting the requirements outlined in our Purchase Order Terms and Conditions. **Vendors automatically agree to our Purchase Order Terms and Conditions every time a Purchase Order is shipped.**

REJECT / RETURN POLICY

Merchandise that is received damaged, not as ordered, or is in violation of any terms, conditions, purchase order, warranties, or requirements described in this Vendor Guide may be refused, returned to vendor (RTV), or received at our discretion. Physical receipt of your shipment shall not constitute acceptance of any goods that do not conform to specifications, PO terms and conditions, vendor guidelines and all applicable U.S. regulations. All costs associated with returns are the responsibility of the vendor (*see section 6*).

Vendors should work directly with their Buyer on all quality rejects/returns (including arranging for export documentation if applicable). Vendors that do not arrange for the return of merchandise within 14 calendar days of receiving an R.T.V. will be charged back according to our *Expense Offset Fee policy (see section 6)*. **R.T.V. product will be destroyed (at WMMS's discretion) if product is not picked up from our DC within 14 calendar days.** Vendors are responsible for all costs associated with returns and/or destruction.

2. MERCHANDISE REQUIREMENTS

SUPPLEMENTAL MANUALS

The World Market Management Services, LLC (WMMS) QA Manuals are titled **Supplemental Manuals**. There are three separate Supplemental Manuals. The Supplemental Manuals are separated by product categories.

- Supplemental Manual Furniture & Lighting – this manual is for vendors who manufacture furniture and home lighting/lamps.
- Supplemental Manual Softlines & Hardlines – this manual is for all other vendors (excluding food and beverage).
- Supplemental Manual Food & Beverage – this manual is for all food and non-alcoholic beverage vendors.

The Supplemental Manuals were created so each vendor can easily locate requirements applicable to the product category they produce. The Supplemental Manuals are in **conjunction** with our Vendor Guide. Your acceptance of our Vendor Guide noted on page 3 of the Vendor Guide includes your acceptance of the Supplemental Manuals. *All Supplemental Manuals can be found on our Vendor Relations website.*

SAMPLE POLICY

Below are general requirements for all product categories. **Refer to the Supplemental Manuals for complete details by product category (Food & Beverage, Softlines and Hardlines, Furniture and Lighting).**

We do not pay for samples or pay for the shipment costs of samples. All sample shipments must be approved by your Buyer prior to sample shipment.

Sample Carton Markings/Documentation

All sample shipments must have the following information on all master and inner sample cartons. If a master carton is used (that contains multiple samples, addressed to multiple Buyers) each Buyer name, department, and product description must appear on the master carton marking. **All sorting costs associated with carton marking errors will be charged back to the vendor.** Corrugated cartons should be used for all sample shipments unless the product itself cannot fit into a carton (e.g., rugs).

- The word “SAMPLE”
- Buyer name
- Department name or number
- Product description

All international samples must be sent via international courier or via one of WMMS's nominated freight forwarders:

- If shipping via international courier, vendor must provide the name of the international courier and tracking number to the applicable WMMS Buyer.
- If shipping via air or ocean freight, vendor must book the shipment in the following way.
 - Vendor must use a WMMS - designated consolidator / freight forwarder.
 - Vendor must book samples through to San Francisco, California, USA if sending via air freight.
 - Vendor must book samples through to Oakland, California, USA, if sending via ocean freight
 - For assistance, please contact the WMMS Imports group at imports@worldmarket.com.

NOTE: All documentation (including air waybills) submitted with sample merchandise must also include the vendor name, buyer name and department, and must be marked as “SAMPLE”. Samples received without the above information will either be disposed of or will be sorted at the vendors' expense. See section 3 for invoice requirements related to Customs clearance and other government agencies.

2. Merchandise Requirements

Sample Shipment

After receiving approval from your Buyer, samples should be sent to the following address. Vendors will be issued an Expense Offset Fee for non-compliance (see section 6). Once samples have been sent, sample shipment information (such as tracking number, ETA, product description, etc.) should be submitted to your Buyer for tracking purposes.

World Market Mgt. Services, LLC - Sample House
1151 Marina Village Parkway
Alameda, CA. 94501
510-893-7300

NOTE: All samples sent to us must have individual tracking numbers and must include **assembly instructions** (if applicable). Also, be sure to include the following on the sample carton (and on all associated documentation):

- The word "SAMPLE"
- Buyer Name
- Department name or number
- Product Description

PACKAGING REQUIREMENTS

Below are general requirements for all product categories. **Refer to the Supplemental Manuals for complete details by product category (Food & Beverage, Softlines and Hardlines, Furniture and Lighting).**

Overview

In order to ensure our merchandise moves through the DC, out to the stores, and is ready to be displayed and sold directly on the selling floor, **non-seasonal merchandise within size requirements must be shipped to our Distribution Centers (DC) in conveyable cartons.** This requirement includes master packs and inner packs.

Conveyable cartons travel on our automated conveyer belt (see photos below). Cartons containing conveyable product which have the inner and/or master too large or heavy due to count to fit on the conveyor negatively affect our throughput. Adjustments to either inner or master pack counts to comply to conveyable size guidelines should be discussed with Inventory Management and Merchandising.



Reference the chart below for details on conveyable carton limits. Please contact packaging@worldmarket.com with any questions pertaining to this policy.

NOTE: **If the physical dimensions of the product exceed the conveyable carton limits, then an automatic exception is granted.** For example, a 6 ft umbrella, will exceed the conveyable carton dimensions limit due to physical dimensions and would be an automatic exception.

Conveyable Carton (Standard and Repack) Size Requirements

Note: Seasonal shipments are exempt from following Standard or Repack conveyable carton size requirements. Master cartons, when possible, should be designed to fit on a 40"x48" pallet and should not exceed 50lbs.

2. Merchandise Requirements

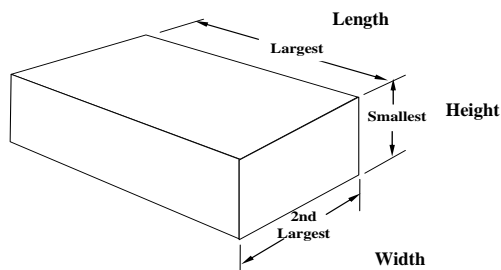
Standard Conveyable Cartons

Standard conveyable cartons are cartons that fall within the outlined size and weight guidelines and contain shippable CORRUGATED inner cartons. Cartons must be made of multi-ply corrugated with flat surfaces. Product must be well fitted in the carton to allow cartons to have completely flat surfaces. **Both** master and inner cartons must fall within the outlined size and weight dimensions.

Conveyable Master and Inner Carton Size Requirements:

<u>Dimensions and Weight *</u>	<u>Minimum *</u>	<u>Maximum *</u>
Length	8 (20.32 cm)	34" (86.36 cm)
Width	6.5" (16.51 cm)	28" (71.12 cm)
Height	3" (7.62 cm)	28" (71.12 cm)
<i>Gross Weight</i>	<i>2 lbs. (.91 kg)</i>	<i>35 lbs. (15.90 kg)</i>

*Jewelry and Accessory Vendors, please see size requirements in Jewelry and Accessories packaging section.



Repack Conveyable Cartons

Repack conveyable cartons are cartons that contain at least 6 ship packs (cartons or polybags) that fall within the Repack Inner Carton size requirements (table below). Master cartons must fall within the outlined REPACK size and weight guidelines. These master cartons will be opened, and inner cartons/ polybags will be removed and placed into repack boxes at the DC and distributed to stores. If due to product nature, any dimension of the master carton exceeds 28" (48.90 cm) or the inner cartons exceed the below maximum dimensions, but falls within the standard conveyable carton limits, the carton will fall under STANDARD conveyable carton requirements (see previous section).

Repack Conveyable MASTER Carton Size Requirements:

<u>Dimensions and Weight</u>	<u>Minimum</u>	<u>Maximum</u>
Length	6" (15.24 cm)	28" (48.90 cm)
Width	6" (15.24 cm)	24" (38.74 cm)
Height	3" (7.62 cm)	18" (38.74 cm)
<i>Gross Weight</i>	<i>2 lbs. (.91 kg)</i>	<i>35 lbs. (15.90 kg)</i>

Repack Conveyable INNER carton size max:

<u>Dimensions and Weight *</u>	<u>Maximum *</u>
Length	6.41" (16.28 cm)
Width	7.625" (19.36 cm)
Height	7.625" (19.36 cm)

General Packing Requirements

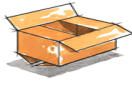




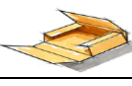

- **Pack Quantity:** All master and inner pack quantities must be shipped as ordered (as stated on the PO).
- **Weight:** Master cartons should not exceed 35 lbs (15.9 kg). If the weight of one unit exceeds 35 lbs, an automatic exception will be granted.
- **Heavy Items:** Any item exceeding 150lbs should contact packaging@worldmarket.com to review packaging and necessary handling.
- **Master Carton Sizing:** Should be sized correctly to contain inner cartons with no excess headspace and no additional packaging within the master carton. All protective packaging should be found within the inner cartons.
- **Protective Packaging:** Master cartons containing multiple inner packs should not have filler or packaging materials around the inner packs. All protective packaging materials and structures should be contained within the inner pack. This includes foam or corrugated build up corners, plastic or paper dunnage. Any questions regarding this should be directed to packaging@worldmarket.com.
- **No Loose Fill:** Do not use loose fill (e.g. printed newsprint or packing peanuts) as void filler. Shredded paper is permitted only if it is fully contained inside a sealed plastic bag and all bags are weighed for consistency. It is only permitted as void-fill in the inner cartons. It is not to be used as void-fill in master cartons.
- **No Mixed SKUs:** Pack only one SKU per carton. Cartons with more than one SKU will be refused or repackaged at the vendors' expense.
- **No Strapping/Banding on Cartons:** Unless otherwise specified, do not apply plastic or steel banding/strapping. If you feel the carton cannot survive without banding, consider upgrading the carton material to stronger burst strength and/or changing the carton style. Please contact packaging@worldmarket.com for further details or requests for an exemption.
- **Additional Carton Markings:** Mark cartons containing glass or breakable items appropriately (e.g. fragile, this end up, etc.).
- **No Internal Product Contact:** Carton dividers and/or foam sheeting should be used (when appropriate) to separate, cushion and protect products (glasses, cups, plates, etc.) from each other within the carton.
- **Reduce Internal Movement:** Reduce internal movement for fragile product as much as possible by using proper blocking and bracing with using various foam material, corrugated build up pads, corrugated structures, bubble wrap, etc. within the inner carton. Proper sizing of inner and master cartons will assist with this.
- **Cut Pads:** Should be used to protect the contained product if it is at risk of being damaged if a sharp object is used to open the carton, fitted carton cut pads should be placed above and below merchandise for protection at seam locations. This is a recommendation to be used at the vendor's discretion to ensure the products are protected.
- **Cartons:** Use the chart below as guidance to select appropriate carton specifications for your product.

Products	Corrugated Board Type	Minimum Mullen Burst	Minimum Edge Crush	Minimum Caliper
Soft Lines /Hardline (inner cartons)	Single-wall (B/C Flute)	150 lb/in ² (1034 kPa)	32 lb/in (5.6 kN/m)	0.255 in (6.48 mm)
Hard Lines (master carton) gross weight < 35 lbs	Double-wall (B/C Flute)	150 lb/in ² (1034 kPa)	32 lb/in (5.6 kN/m)	0.260 in (6.60 mm)
Hard Lines (master carton) gross weight > 35 lbs	Double-wall (B/C Flute)	200 lb/in ² (1379 kPa)	40 lb/in 7.0 kN/m	0.260 in (6.60 mm)



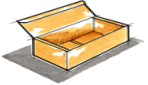
2. Merchandise Requirements

Conveyable and Retail Quantity Inner Cartons	Single-wall	150 lb/in ²	32 lb/in	B: .115 in (2.92 mm)
	(B,C, & E-Flute)	(1034 kPa)	(5.6 kN/m)	C: .148 in (3.76 mm) E: .070 in (1.78 mm)
All Furniture cartons gross weight from 50 lbs to 100 lbs	Double-wall (B/C Flute)	200 lb/in ² (1379 kPa)	42 lb/in (7.3 kN/m)	0.260 in (6.60 mm)
Products	Corrugated Board Type	Minimum Mullen Burst	Minimum Edge Crush	Minimum Caliper
All Furniture gross weight from > 100 to 150 lbs	Double-wall (B/C Flute)	250 lb/in ² (1724 kPa)	44 lb/in (7.7 kN/m)	0.260 in (6.60 mm)
All Furniture gross weight > 150 lbs	Double-wall (B/C Flute)	275 lb/in ² (1896 kPa)	48 lb/in (8.41 kN/m)	0.260 in (6.60 mm)

- **Cartons Styles:** Cartons cannot have any slanted sides. Cartons must be easily stackable in rectangular or L-shaped cartons.
- **Carton Styles:** Select the carton style most appropriate for your product. Below is a chart outlining commonly used corrugated box styles. Different styles can offer additional protection to certain product categories

Carton Style Acronym/Name and Int'l Fiberboard Case Code	Carton Style Uses	
RSC (0201) Regular Slotted Container		This is a highly efficient design for many applications. There is very little manufacturing waste. The RSC can be used for most products and is the most common box style. **See RSC restrictions of use below this chart. Not to be used with flat items (e.g. mirrors)
FOL (0203) Full Overlap Slotted Container		This style is especially resistant to rough handling. Stacked on its bottom panel, the overlapping flaps provide added cushioning. Stacked on its side, the extra thickness provides stacking strength.
HSC (0200) Half Slotted Container		Same as Regular Slotted Container without one set of flaps. Used together with a Design Style Cover as bottom tray, the HSC would be slid off the top of the product allow easier access to the product. Used for smaller furniture items such as bedside tables and night stands where an RSC would create difficulty for product removal.
OSC (0202) Overlap Slotted Container		Used when the length of the box is considerably greater than the width, resulting in a long gap between the inner flaps. The sealed overlap helps to keep the outer flaps from pulling apart. Unlike RSC, the cut pads are not needed with this carton style.
FPF (0410) Five Panel Folder		This style is frequently used for tall/long or heavy products with small widths and depths that would be difficult to lower into the carton. The item is placed on the first long panel and the carton is wrapped around the item with one panel overlapping the first panel. Product Examples: umbrellas, curtain rods, bed side rails/slats
OPF (0401) One Piece Folder		Used for product that has similar length and width dimensions, but has short depth. Products such as mirrors, picture frames, and books.
FTD (0301) Full Telescope Design Style Container		Used for products that have short depths and the ease of packing / unpacking are desired and where a FPF or OPF may demand larger corrugated. Good examples of product are head-boards, large panel bench and dining tables.


2. Merchandise Requirements

DC (0310) Double Cover Container		Used for large products such as dressers, armoires, media centers, where an HSC could not easily be slid over the top of the product.
RELF/DF (0427) (Die-cut) Roll End Lock Front with Dust Flaps Mailer		Used for smaller products where ease of packing and product access is desired. In addition to greater stacking strength, this mailer is used where an internal tuck would interfere with the product.
RETT (0470) (Die-cut) Roll End Tuck Top Mailer		Roll end Tray with Tuck Top and Interior Bottom Flaps or Reverse Walker Lock with Inside Tuck Top. Smaller products where ease of packing and product access is desired.

- **BMC** printed specifications on cartons regarding burst strength and weight capacity must be adhered to with shipment contents.
- **Ventilation or hand holes in corrugated cartons are not allowed.**
- **Plastic bags:** Minimum thickness of plastic bag used is 1.5 mil (0.04 mm). Plastic bags should not be used as master packs (excluding some items such as rugs). See rug packaging in this chapter for details. All plastic bags must have the appropriate suffocation warnings printed on them.
- **Environmentally Friendly Packing Materials:** We encourage the use of environmentally friendly packing materials whenever possible. Examples of materials include, but are not limited to, build-up corrugated pads, molded paper pulps (similar to an egg carton) and air pillows (sealed plastic bag filled with air).
- **PVC (Polyvinyl Chloride) Reduction Initiative:** WMMS, in the best interest of our consumers and the environment, discourages the use of PVC in our product packaging. This includes protective packaging material and retail/display packaging, such as clear lids, see-through windows or clear boxes. Alternative packaging material to PVC is PVA (Polyvinyl Alcohol), PET or HDPE, depending on the application. For any questions or assistance, please contact packaging@worldmarket.com.
- **Desiccant:** Use Silica Gel or clay desiccant packets to absorb any excess moisture and to prevent molding during transit/storage as necessary. The general rule for using Silica Gel or clay is one unit (30 grams) per 1.2 cubic feet volume of carton space. Desiccants must be stored in a cool, dry and hermetically sealed (to minimize exposure to outside air) area to prevent moisture saturation prior to use. Use properly stored desiccant only in appropriate amounts per manufacturer's instruction. All packets must be clearly printed "Throw Away - Do Not Eat". Products that may require desiccant packets include but is not limited to natural fiber weaved products (e.g. bamboo, reed, water hyacinth, banana fiber, and wicker), leather products, rugs and thick wooden collectible items. Vendors are financially responsible for any shipments or partial shipments that arrive with mold issues. **Caution:** Depending on the environment which desiccant is stored, all desiccant types including Silica gel typically have shelf life of 1 year (12 months). Contact the appropriate vendor for details of their particular product.

Taping/Cushioning

- **Carton closures:** All master and inner packs must be sealed with either clear vinyl tape, fiberglass reinforced water activated gummed tape or hot-melt glue. No staples are allowed to seal cartons. Tape must be moisture/temperature resistant and must have an adhesive quality that resists drying in transit and storage for a minimum of 6 months. Seal all carton seams.
- **Tape quality:** Recommend Polypropylene or Vinyl tapes. Reference the 3M Scotch® Brand 373 Polypropylene Tape product specification for detail. Use 2 inch (5 cm) wide for carton with gross weight less than 30 lbs (13.63 Kg). For heavier cartons, use 3 inch (7.6 cm) wide tape.

 **NOTE:** The vendor is responsible for ensuring adequate protective packaging for the handling and transportation of merchandise. Vendors that are identified as having poor packaging will be solely responsible for all costs associated with damages. Contact packaging@worldmarket.com with any questions.

Reusable Packaging

Since 2019, many Violations have been issued under California Proposition 65 to manufacturers/retailers for product packaging (i.e. vinyl bags with snaps or zippers, etc.) that expose consumers to phthalates. The violations were issued for packaging intended for repeated use. For example, the product is sold to a consumer in a zippered bag that can be reused to store the product when not in use. The violations do NOT apply to packaging materials that are intended to be disposed of when the item is used or unpacked at home.

Due to our heightened awareness of these notices, we **require** that all products shipped to WMMS with reusable packaging, be tested for phthalates. Violations of Prop 65 can cost vendors upwards of \$50,000. Questions can be sent to: CalProp65@worldmarket.com

REMINDER - Refer to the Supplemental Manuals for product specific packaging requirements (Food & Beverage, Softlines and Hardlines, Furniture and Lighting).

International Safe Transit Association (ISTA)

WMMS Buyers will determine if a product requires transit testing, therefore contact your WMMS Buyer to confirm if transit testing is required for your product(s). However, **all furniture and lamp items are required to be transit tested**. Vendors are responsible for any out of the ordinary damage due to inadequate packaging. It is recommended that all vendors conduct in-house drop testing, especially for vendors shipping fragile product such as glassware, ceramics, mirrors, clocks, frames, framed art, etc. *Refer to the Supplemental Manuals for more details.* If product is ship alone (ship pack 1, master pack 1), please confirm with the buyer if the intention of the product is ecommerce. WMMS uses the 6A-Fed Ex transit protocol for ecommerce product. WMMS Packaging Engineering has the final authority on all transit test results from BV test labs. Please consult with packaging@worldmarket.com if any assistance is needed.

Transit Test results are valid for 24 months unless one or more of the following applies:

- Vendors have re-sourced current product to a new factory. In this case, vendors must submit product from the new factory for transit testing.
- If there are any changes to the material or construction of the packaging, product or manufacturing process that may affect the quality and/or safety of the product.

Transit Group Testing

Similar items may be tested in groups (test one product type and apply the test result to all others) provided they satisfy the following conditions:

- The selected test item(s) has the same material make-up and process as the rest of the applicable items.
- The applicable item(s) will be packed with the same packaging material and method as the tested item.
- Selected test item(s) must be the heaviest and/or the largest of the group.

Group Testing requests require SKU #s, pictures of the item, pictures of the packaging and confirmation of material type and factory submitted to the Packaging team for review. Contact packaging@worldmarket.com for group testing requests or questions.

If BV transit testing is applicable to your product(s), it is **strongly recommended** to conduct in-house drop testing with successful results (prior to submitting fresh packaged sample for ISTA testing at BV test lab) to avoid retesting cost and time delays. Use the ISTA procedures found in the WMMS Supplemental Manuals to perform in-house drop tests and consult with packaging@worldmarket.com if recommendations or assistance is needed.

2. Merchandise Requirements

When submitting testing samples to BV lab, be sure it is a fresh untested sample to avoid inherent damage from in-house testing. In addition, over pack the test sample to ensure production packaging is undamaged upon arrival to the testing facility.

Transit testing is a preliminary indicator of how effective protection packaging is, however, it cannot predict all hazards it may encounter in WMMS's distribution environment or guarantee success if packaging is not executed properly in production. Upon review of transit tests, WMMS Packaging may have additional recommendations.

Toxics in Packaging Prevention Act

All vendors must ensure their packaging complies with laws adopted by the nineteen states implementing the Model Toxics in Packaging Legislation, which:

- Prohibits intentionally adding cadmium, lead, mercury, hexavalent chromium, phthalates and polyfluoroalkyl substances (PFAS) in any finished packaging or packaging component;
- Requires that manufacturers and distributors reduce the incidental concentration of these heavy metals (cadmium, lead, mercury, and hexavalent chromium) to no more than 100 parts per million; and
- Requires manufacturers to obtain a certificate of compliance stating that a package or packaging component is in compliance with the requirements of the law. The manufacturer should keep a copy of the signed certificate of compliance on file as long as that package is in use. The certificate of compliance can be subject to state and public review upon request.

For more information, see www.toxicsinpackaging.org

Recyclability Claims

Under California law, after January 1, 2024, or 18 months after CalRecycle issues new recyclability regulations, whichever is later, plastic bottles and containers must still be labeled with a numeric code indicating the type of plastic used; however, use of the chasing arrows recycling symbol or other recyclability claims will be prohibited unless the products are of a material type and form that is:

- collected for recycling by recycling programs encompassing at least 60 percent of the state; and
- routinely used as feedstock in the production of new products or packaging.

In addition, in order to qualify as recyclable, a product or packaging must meet the following requirements:

- No components, inks, adhesives or labels that prevent recyclability according to the APR Design Guide® published by the Association of Plastic Recyclers.
- No intentionally added chemicals that would act as a contaminant, as identified in Section 42370.2(g)(4).
- No perfluoroalkyl or polyfluoroalkyl substances or PFAs that are intentionally added and have a functional or technical effect, or exceed 100 parts per million.

The law provides an exemption from all of the requirements above for a product or packaging that has a demonstrated recycling rate of at least 75 percent, meaning that “not less than 75 percent of the product or packaging sorted and aggregated in the state is reprocessed into new products or packaging.” Cal.Pub. Res. Code § 42355.51(d).

The law also requires documentation, which must be disclosed to the public upon request, of any claims that a consumer good is environmentally friendly or beneficial. Cal. Bus. & Prof. Code § 17580(a).

2. Merchandise Requirements

Recyclability of Packaging

Under California's Plastic Pollution Prevention and Packaging Producer Responsibility Act, all single use packaging (material that is routinely recycled, disposed of, or discarded after its contents have been used or unpackaged, and typically not refilled or reused) must be recyclable or compostable by 2032, and meet the following timelines:

- January 1, 2028: at least 30% must be recycled;
- January 1, 2030; at least 40% must be recycled; and
- January 1, 2032: at least 65% must be recycled.

Producers must also comply with reporting and recordkeeping requirements related to annual sales, recycling, composting, and source reduction data.

Also, by January 1, 2024, producers must join a producer responsibility organization (PRO) in order to continue selling covered materials in California.

CARTON MARKING INSTRUCTIONS

Refer to the Supplemental Manuals for complete details by product category ([Food & Beverage](#), [Softlines and Hardlines](#), [Furniture and Lighting](#)).

PALLET LEVEL MARKING

Note pallets are only to be used for domestic merchandise (with exceptions for some imported food, specialty, and fragile items). Markings or placards at the pallet level **are not** required. In other words, all detailed PO and item level markings must be done at the carton level. *See section 4 for our pallet policy.*

PRICE TICKETING

Food and Beverage Vendors are exempt from pre-ticketing **unless** notified by your WMMS Buyer. Unless notified by your WMMS Buyer, this section does not pertain to Food and Beverage Vendors. These vendors can skip to page 2-13.

Overview

All merchandise shipped to WMMS that does not have a WMMS provided UPC and retail price printed on its packaging **must** be pre-ticketed with a UPC price ticket. **Those vendors that are required to pre-ticket merchandise with a UPC price ticket are required to utilize one of our approved ticket service bureaus, Avery Dennison or FineLine Technologies.** This policy is in place to ensure ticket consistency across all of our merchandise and to provide a 10-20% ticket price reduction to all vendors. To receive an exemption to this policy, contact vendor.guide@worldmarket.com. Remember to include your Buyer name and specific reasons for your exemption request. **Unless exempt, vendors must use Avery or Fineline price tickets.** *Vendors will be issued an Expense Offset Fee for non-compliance (see section 6).*

SKU numbers can include 4, 5, 6, or 8 digits.

Vendors Utilizing Avery Dennison or FineLine Technologies

Unless granted an exemption from vendor.guide@worldmarket.com, vendors must purchase tickets from one of our two approved ticket service bureaus.

Ticket Ordering Process

- **Avery Dennison:** Vendors ordering tickets for the first time will be required to set up an account with Avery Dennison. The [Account Opening Agreement](#) form and the [Compliance Express Authorization](#) form can be found on our Vendor Relations website. The [Avery Dennison On-Line Ordering User Guide](#) is located on our

2. Merchandise Requirements

Vendor Relations website. Avery Dennison has a \$50 minimum order requirement. If you have an existing account with Avery but never ordered WMMS tickets from them before, you must contact them and provide them your WMMS vendor number located on your PO and they will assign the POs created under this number to your account.

- **FineLine Technologies:** Vendors ordering tickets for the first time will be required to set up an account with FineLine Technologies. To set up your account and place an order with FineLine, refer to the [FineLine Technologies Ticket Ordering User Guide](#) located on our Vendor Relations website. Fineline has a \$25 minimum order requirement. If you have an existing account with FineLine Technologies but never ordered WMMS tickets from them before, you must contact them and provide them your WMMS vendor number located on your PO and they will assign the POs created under this number to your account.
- NOTE: It is the vendor's responsibility to determine which ticket type (see next page) would best suit the product. Send an email to your Buyer if you're not sure which price ticket to use on your product.

Lead-time

Lead time from all Avery facilities is 5 – 7 business days (+ transit time). Lead-time from all FineLine facilities is 2 – 3 business days (+ transit time).

NOTE: Tickets must be ordered with enough lead-time to ensure the shipment of the PO is not delayed. **We do not accept late shipments due to an Avery Dennison or FineLine Technologies delay, therefore please be sure to allow enough lead time with your price ticket order.** Regarding lead time, the “clock” starts when the ticket order is received, and payment has been arranged. To prevent potential data errors on your tickets, do not order tickets too far in advance. Any questions regarding whether PO data is final should be directed to your WMMS Buyer or Planner prior to your ticket order placement.

Billing

Avery and Fineline Technologies will bill all ticket and shipment costs directly to the vendor. Payments may be handled in two ways:

- **Credit Terms:** Vendors may choose to set up an account with Avery or Fineline prior to placing the first order. Avery's form is located on our Vendor Relations website. See the [Fineline Technologies Ticket Ordering User Guide](#) for more details (available on our Vendor Relations website.)
- **Cash in Advance/Pro Forma:** Ticket orders must be paid for prior to shipping unless a credit account is set up.

Ticket Placement

- Tickets should be placed in the least obtrusive location (back/bottom of the item and/or packaging) but must be easily located for scanning at point of sale. The location of the ticket must be consistent of every unit of the same item (e.g., a shipment of 500 glasses must have the ticket in the same location of each unit). **Those vendors that do not adhere to this policy will be charged-back for all costs associated with re-work.**
- Tickets must be attached in a location where there is no possibility of damaging the merchandise.
- Tickets shall be placed so that they do not obstruct the UPC or product information.
- Hang tags and strip/barbell tags must be attached in an easily accessible location, yet not where they could be torn off by normal wear and tear.
- Furniture vendors should refer to the [WMMS Supplemental Furniture Manual](#) (located on our Vendor Relations website). Furniture price tickets **must not** include a retail price on them. This is a mandatory requirement unless directed otherwise by the WMMS Buyer.
- Price tickets must never be placed over any other required information.
- Price tickets must **never** be placed on the front or back of the Law label.

Ticket Types

There are numerous ticket types available. The most common ticket types are shown below. Please refer to the [Avery Dennison On-Line Ordering User Guide](#) located on our *Vendor Relations website* for a complete listing of all approved ticket types.

NOTE: FineLine Technologies has the availability to print only the ticket types shown below. If the ticket type required for your products is not shown below, you must order tickets with Avery.

2. Merchandise Requirements

1in x 1in Standard - semi-permanent adhesive (sticky) tickets - Below you will find examples with PO number (all vendors excluding toy vendors) and age grading (toy vendors only).

- This is the preferred ticket type and should be used whenever possible.
- All sticky tickets have a tamper-proof crosscut in the body of the ticket.
- The adhesive is semi-permanent (it adheres to the product without falling off but does not leave a non-removable residue behind).

All vendors (excluding Toys)



Toy vendors only



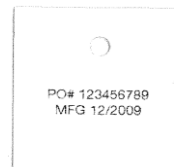
1in x 1in Hang tags - Below you will find examples with PO number (all vendors excluding toy vendors) and age grading (toy vendors only).

- Hang tags should be used on merchandise that can't accommodate the standard sticky ticket (examples would include baskets).
- These can be attached either with a plastic loop or with a plastic hangbone – string may not be used
- The hang tag must be placed where it can't slip off and shall be attached without damaging the product.

All vendors (excluding Toys)



Toy vendors only



1in x 1in Holiday - semi-permanent adhesive (sticky) tickets - Below you will find an example with PO number (all vendors excluding toy vendors)

- This is the preferred ticket type and should be used whenever possible.
- All sticky tickets have a tamper-proof crosscut in the body of the ticket.
- The adhesive is semi-permanent (it adheres to the product without falling off but does not leave a non-removable residue behind).

All vendors (excluding Toys)



2. Merchandise Requirements

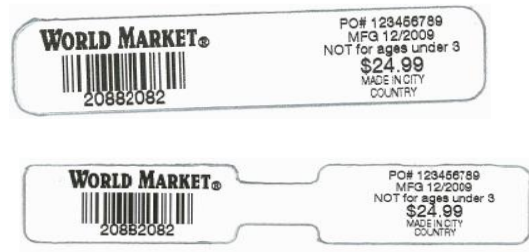
2.5in x .5in Strip/Barbell tags - Below you will find examples with PO number (all vendors excluding toy vendors) and age grading (toy vendors only).

- Strip/barbell tags should be used on merchandise that can't accommodate the standard sticky ticket or the hang tag (examples would include artificial flowers).

All vendors (excluding Toys)



Toy vendors only



Age Grading for Toy Vendors – Select applicable age grade from the drop-down selection list provided.

Other Ticket Types and Hang Tags - Check the [Avery Dennison On-Line Ordering User Guide](#) located on our *Vendor Relations website* for other price tickets and hang tags such as:

- Jewelry/Accessories Cards & UPC Tickets
- Low Adhesive Sticky Ticket Order Form - NON-TOY Vendors Only
- 2 For \$XX.XX and Decorative Only Statement
- Artisan Gift Vendors (dept 1) Only

Note for Furniture Vendors Only: Furniture price tickets **must not** include a retail price on them. This is a mandatory requirement unless directed otherwise by the WMMS Buyer/Assistant.

Vendors Printing Own Tickets

Unless granted an exemption, vendors must purchase tickets from one of our two approved ticket service bureaus. To receive an exemption to this policy, email vendor.guide@worldmarket.com with your Buyer name and specific reasons for your exemption request. Only vendors granted an exemption may use a non-Avery or non-Fineline price ticket. *Vendors will be issued an Expense Offset Fee for non-compliance (see section 6).* Those vendors that receive an exemption must use the below ticket specifications when printing tickets for our merchandise and must submit sample tickets to their Buyer for final approval. Vendors printing their own tickets are responsible for the readability of bar codes. Please note that the appropriate WMMS Purchase Order number (or age grading - toy vendors only) must be included on all UPC tickets. See previous page.

Ticket Content and Format

Ticket Content: Must include the following information:

- The World Market logo shall be used if possible. The logo is available on our Vendor Relations website.
- The words “WORLD MARKET” shall be at the top of the ticket.
- If the logo cannot be reproduced due to technical constraints, the words “WORLD MARKET” shall be bold and capitalized in at least 7 points.
- Purchase Order number (or Age Grading - toy vendors only).
- The registration mark - ® - shall be used after the words “WORLD MARKET” on all tickets.
- The human-readable version of the bar code shall be underneath the bar code.
- The retail price shall be clearly marked on each item (furniture items may be excluded).
- The Country of Origin must be marked on each item below the retail price (along the words “Made In”).
- The item number shall be converted to an 8-digit scannable bar code using EAN-8 symbology.
- The bar code number format is: 2SSSSSSC


2. Merchandise Requirements

- 2 = The leading digit is always a “2”
- S = The last 6 digits of the SKU number. If the SKU # is less than 6 digits, “0” will be added after the leading digit to fill out 6 digits. If the SKU# is longer than 6 digits, 6 digits starting from the right shall be used (e.g., 4237658 = 237658)
- C = The trailing digit is a check digit, which is calculated by using EAN-8 methodology.

Ticket Format

- Font/Colors –Helvetica **font** using black ink on white stock
- The World Market logo is preferred. However, we will accept WORLD MARKET® (there’s a ‘circle R’ after the T). The logo is available on our Vendor Relations website.
- Barcode – minimum height 1/4” (.25”)
- Point size:
- WORLD MARKET logo - minimum of 7 points
- UPC/EAN/SKU – minimum 8 points
- PO – minimum 5 points
- RETAIL – minimum 8 points, 10 points preferred
- COUNTRY OF ORIGIN – minimum 5 points



 **NOTE:** Those vendors that are required to pre-ticket merchandise with a UPC price ticket are required to utilize one of our two approved ticket service bureaus.

QUALITY ASSURANCE

Overview

The quality of product received at our DCs and/or stores should be produced consistently to that of the final sample approved by the WMMS Buyer. If the product quality deviates in performance and/or appearance from the approved sample, we may not be able to sell the product, therefore all expenses of this inventory will be charged back to the vendor.

When a quality and/or damage issue arises, the resolution of the issue can be time consuming and during that time period, the product is unavailable for sale. In the event that product requires major inspection, touch up, repair or repackaging, (that should have been caught in the production process or due to insufficient packaging) the vendor will be charged back accordingly. These chargebacks will not include normal inspection and handling time that we would expect to occur. Depending on the specific situation, the charge-back may include costs of advertising, inspection, re-work, warehousing, lost sales, applicable expense-offset fees, etc. *See section 6 for Expense Offset Fee details.*

Refer to the Supplemental Manuals for complete details on our testing requirements. (Food & Beverage, Softlines and Hardlines, Furniture and Lighting)

PACKAGING AND LABELS

Package Labeling

Overview

To help our customers gain accurate information regarding the products they are purchasing; **we require that all merchandise meet Federal and State labeling regulations.** To adhere to these regulations, vendors must provide accurate and complete information on packages (as to the identity and quantity of contents) so that the consumer can make informed decisions.

Label Requirements


- **Identity of product**
- **Name and address of manufacturer, packer or distributor.** The connection of a distributor must be shown (such as “packed for”, “distributed by”).
- **Net quantity of contents** (expressed in terms of weight/mass, size, measure, numerical count or any combination thereof that is most appropriate). Net contents must be shown on the principal display panel of the product. **Units of weight or measure are required to have both SI (metric) and inch-pound units.** A declaration of the quantity must be in the lower 30% of the principal display panel, in a size depending upon the area of the principal display panel.
- **Net quantity of servings, uses or applications included** (*FPLA items only. See below for more information*)

Private Label Packaging

Art, style guides and color standards are managed in-house and in conjunction with our centralized global printer, Charming Trim and Packaging. Using the centralized printer overseas will alleviate responsibilities and costs associated of the art development, color matching and proof coordination resources from the vendor. During product development, packaging requirements and timeline should be discussed with the buyer and packaging team to coordinate prepress and production. Requirements for vendor samples for usage testing and various project details will be addressed as needed by packaging team. Art will be developed in-house, produced overseas, and vendors can order packaging directly from Charming Trim. This process will begin rollout in 2022. More procedural details to follow via global communication.

Made in USA

WMMS does not authorize the use of Made in USA on any WMMS private label branded SKU.

 It is the responsibility of the vendor to ensure their packaging complies with the requirements of applicable law. General label questions concerning U.S. regulations can be sent to QA@worldmarket.com.
Label reviews conducted by WMMS does not constitute acceptance or confirm the accuracy and/or completeness of the product label or conformance with applicable laws or public authority, all of which remains the responsibility of the vendor.

NOTE: Some merchandise will require additional labeling. Most specific questions, products, and regulations can be addressed by visiting the following websites:

- Fair Packaging and Labeling Act (FPLA) (there are four sections: 500-503):
 - <https://www.ecfr.gov/current/title-16/chapter-I/subchapter-E/part-500?toc=1>
 - <https://www.ecfr.gov/current/title-16/chapter-I/subchapter-E/part-501?toc=1>
 - <https://www.ecfr.gov/current/title-16/chapter-I/subchapter-E/part-502?toc=1>
 - <https://www.ecfr.gov/current/title-16/chapter-I/subchapter-E/part-503?toc=1>

2. Merchandise Requirements

- The NIST "Packaging/Labeling Regulation (UPLR)" - <http://ts.nist.gov/ts/htdocs/230/235/h130-02/packlab.pdf>
- International Association of Bedding & Furniture Law Officials (ABFLO) - <http://iabflo.org/>
- California Measurement Standards - <https://www.cdfa.ca.gov/dms/>
- Food and Beverage Vendors - <http://www.fda.gov> , <http://www.usda.gov/wps/portal/usdahome>
- Conversion factors - <http://www.fda.gov/downloads/ICECI/Inspections/IOM/UCM135837.pdf>

LABELING - WEIGHTS AND MEASURES POLICY

The laws regarding accuracy in labeling of *Net Quantity Statements* are far less tolerant and far more stringently enforced in the United States than in other countries. We are responsible to all Federal, state, county government agencies regarding all products we purchase and display in our stores. As our company is based in California, we use the very strict California standard of weights and measures for all of our stores. Regardless of weights and measures tolerances in your country (countries) of origin, including EU, we maintain a policy of 100% compliance with Federal, State and County regulations. **Products must weigh, net of all packaging, at stated weight. There are no exceptions.** *Vendors will be issued an Expense Offset Fee for non-compliance (see section 6).*

ITEM WEIGHT CHANGES

If changes are made to the net weight of an incoming product, immediately notify (at least 2 weeks prior to the PO delivery date) the appropriate WM buyer. Updates to our systems, website and store shelving must be made to match the displayed weight of the sold product and inventory properly managed to be in compliance with Weights and Measures regulations. Any non-communicated updates will be subject to a \$1000 Expense Offset Fee per SKU plus any fees applicable (inspections, legal fees, fines, rework, etc) due to failed regulatory audits.

Policy regarding Weights and Measures infraction

We maintain a "Zero Tolerance" policy. Regardless of plus or minus "tolerances" in other countries, we expect to maintain 100% compliance with all Federal, State and County guidelines. There are no exceptions. We have instituted a policy of aggressively examining and weighing all **applicable** shipments as they arrive in our warehouse. Actual weights will be checked against the statement of net contents on the label using NIST Office of Weights and Measures standardized test procedures for calculating error. Standards for moisture loss, etc. are included in this calculation. **Vendors will be contacted for product found to be underweight (either at point of receipt or at a later date) to determine next steps (can be destroyed, returned, re-labeled at the vendors' expense (see Vendor Guide section 6, etc.).** Product will undergo multiple tests to confirm actual net weight.

Payment may be suspended or not be made on any shipment of short-weight goods based on the plan of action determined. If the shipment was prepaid, that amount will be deducted from the next invoice. In addition, all costs (such as fines levied against us, loss of sales due to out-of-stock or short stock situations, labor for re-work, legal fees, etc.) associated with a weights and measure violation **will be charged back directly to the vendor.**

What is the "Weights and Measures" agency?

Each county in each state in the US has an Office of Weights and Measures that has jurisdiction over any commodity that is weighed, measured, or counted. The offices are responsible for assuring the accuracy of weights and measures. This agency serves the people of each state by aggressively preserving and defending the measurement standards essential in providing the citizens a basis of value comparison and fair competition in the marketplace. What this means is that they aggressively monitor the weights of packages to make sure that the stated weight is what is in fact inside.

What triggers "enforcement"?

When WMMS has packages on the selling floor that are deemed underweight by an officer working for Weights and Measures, a violation can result. Depending on the number of violations and their severity, these citations can result in significant fines (beginning as high as \$10,000 and increasing with frequency), and/or criminal prosecution and imprisonment.

2. Merchandise Requirements

To prevent compliance violations in labeling weights and volume:

- Vendors must overfill packages to accommodate for any shrinkage that may occur in transit, in storage or while on the shelf in the stores. The declared net weight of the product must remain at or above stated net weight for the entire shelf life of the product.
- Notify the appropriate buyer if any changes are made to the Net Weight of the product delivered.

Non-compliant vendors:

- Our relationship with a non-compliant vendor will be reviewed and possible termination will result if immediate steps are not taken to resolve the problem.
- *Vendors will be issued an Expense Offset Fee for non-compliance (see section 6).*

REGULATORY & CORPORATE POLICIES

Due to a number of state laws banning PFAS in consumer products, World Market is banning the use of PFAS chemicals in all products sold to World Market effective immediately. If you are in the process of producing product for World Market that includes PFAS chemicals and need to request an exemption, please reach out to QA@worldmarket.com. State law bans on PFAS are already in effect for a number of products, and will take effect as for additional products on 1/1/2025. We need to ensure products currently being manufactured and shipped to World Market do not include PFAS chemicals, as products that do not comply may need to be marked out of stock in 2025.

What are PFAS?

Perfluoroalkyl and polyfluoroalkyl substances, or PFAS, are a group of chemicals that have been used in many consumer products and industrial processes. They have properties that resist heat, grease/oil, and water, and are therefore commonly used in many consumer products, including but not limited to nonstick cookware and bakeware coatings, on textile products with stain or water resistant properties, on paper and cardboard food packaging with a waxy coating to make them more resistant to grease and liquids, in cosmetic and personal care products to provide a smoother application, longer wear and waterproof qualities. There are thousands of types of PFAS. The most common types are PFOA (perfluorooctanoic acid) and PFOS (perfluorooctanoic sulfonic acid).

Restricted Substance List (RSL)

In addition to regulatory chemical restrictions, WMMS has established a list of chemicals of potential concern. The list includes substances that may not be the subject of current legislation but are of potential concern to human health and the environment. Vendors are expected to review the list, and exercise efforts to reduce or eliminate these substances of potential concern in their products. The [RSL](#) is located on our *Vendor Relations website* under the Key Vendor Documents section.

Conflict Minerals Program

Rule 13p-1 under the Securities Exchange Act requires U.S. publicly traded companies that manufacture or contract to manufacture products to report to the Securities and Exchange Commission ("SEC") annually on whether those products contain tin, tungsten, tantalum, and/or gold necessary to the functionality or production of the products and whether those minerals were derived from Covered Countries. The "Covered Countries" include: The Democratic Republic of the Congo; Angola; Burundi; Rwanda; South Sudan; Tanzania; Central African Republic; Uganda; Republic of the Congo; and Zambia. Additional information can be found at <http://www.sec.gov/news/press/2012/2012-163.htm>.

WMMS takes its obligations under SEC regulations and other regulations seriously. WMMS has adopted the supplier requirements contained herein as part of our Conflict Minerals Program. Suppliers are expected to review the Conflict Free Sourcing Initiative's lists of compliant (conflict-free) smelters and refiners and strive to only accept tin, tungsten, tantalum, and gold that derive from smelters and refiners on these lists, including smelters and refiners that source from the Covered Countries. The lists are available at <http://www.conflictreesourcing.org/conflict-free-smelter-refiner-lists/>.

In furtherance of the foregoing, WMMS also specifically expects all suppliers of imported and domestically sourced private label products to:

- (1) adopt and comply with a conflict free sourcing policy that is consistent with these requirements and WMMS' publicly posted Code of Conduct, and to require its direct and indirect suppliers to do the same.
- (2) determine which of the products incorporate tin, tungsten, tantalum, or gold, regardless of country of origin.
- (3) map its supply chains associated with those products, including by engaging its suppliers to identify the smelters and refiners used in its supply chain to process the tin, tungsten, tantalum, or gold and determining whether those minerals are recycled, scrap or original extraction.
- (4) obtain and prepare documentation supporting the origin determination for any tin, tungsten, tantalum, or gold incorporated into the products; and
- (5) otherwise put in place policies, procedures and frameworks that are consistent with the Organization for Economic Co-operation and Development's Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.

WMMS will annually require sourcing and related information from certain suppliers in the form of a survey that must be completed for imported and domestically sourced private label products supplied to WMMS. WMMS reserves the right to request this information on a more frequent basis and to request additional or supplemental information. If any information concerning the usage or source of tin, tungsten, tantalum, or gold furnished to WMMS is later determined by the supplier to have been inaccurate, the supplier shall promptly (and in any event within 72 hours) notify WMMS.

WMMS also reserves the right to periodically request documentation evidencing a supplier's sourcing policies and practices and the efforts the supplier has taken to identify the source of the tin, tungsten, tantalum, or gold used in WMMS imported and domestically sourced private label products.

WMMS believes in establishing and maintaining long-term relationships with suppliers whenever possible. If WMMS determines that a supplier may be violating any of the foregoing expectations, WMMS may require the supplier to commit to and implement a corrective action plan within a reasonable timeframe. Continued failure to adhere to these expectations and refusal to address issues of concern may lead to termination of WMMS's business relationship with the supplier. Nothing contained herein shall be interpreted to preclude WMMS from terminating any supplier relationship at any time for any reason.

Violations of the Conflict Minerals Policy can be reported to QA@worldmarket.com so that the matter may be fully investigated, and appropriate remedial action taken.

Vendors will be issued an Expense Offset Fee for non-compliance (see section 6) or vendor payment hold (TS)

Radiation

WMMS requires all Merchandise be screened at the point of production for radiation and other contaminants. All vendors of Merchandise that incorporates any metal, including but not limited to steel and iron, must ensure that the materials used in goods supplied to WMMS are free from radiation or other contaminants. Raw materials must be tested for the presence of radiation prior to fabrication of Merchandise. In addition, Vendors must test finished Merchandise prior to shipment for radiation and other contaminants. WMMS will not accept any Merchandise that contains excessive levels of radiation and will return such Merchandise at the Vendor's expense.

WMMS has adopted a maximum level of radiation at twice background level for all Merchandise. WMMS may test all Merchandise at any point in the production process and prior to shipment and reserves the right to reject any Merchandise that does not meet its standards for radiation.

United States customs maintains a strict enforcement program that includes screening of all cargo shipments for radiation. If a container of Merchandise is rejected by U.S. customs for any reason and ordered re-exported, WMMS will retest all Merchandise in the container and the Vendor of any item or items that exceed the standard for radiation set forth above will be held responsible for all costs associated with the entire re-exported container

2. Merchandise Requirements

including transportation, labor, testing, lost profits and other damages that may be incurred in connection with the shipment.

Bisphenol-A (BPA)

In addition to all regulatory restrictions on the use of Bisphenol-A (“BPA”), WMMS corporate policy prohibits the use of BPA regardless of where sold in:

- Any reusable food or beverage containers.
 - Reusable food or beverage container means any receptacle for storing food or beverages, including, but not limited to, sports bottles, thermoses, tumblers and storage containers.

California Proposition 65

Vendors must comply with the requirements of California’s Safe Drinking Water and Toxic Enforcement Act of 1986 better known as Proposition 65 (“Prop 65”). Complete information can be found at:

<https://oehha.ca.gov/proposition-65>

There are multiple ways to comply:

- Ensure the product does not contain any listed chemical in an amount greater than the published minimum allowable Safe Harbor Exposure Level, OR
- Ensure the product contains less than a determined amount of a restricted chemical. This amount is usually determined as a result of a legal settlement in which a Vendor or a group of Vendors are named parties, OR
- Add a warning label to the product/packaging.

The Proposition 65 warning requirements for products sold in California changed in August 2018. Under the new regulations, your company is responsible to place warnings on any product that you sell WMMS that does not comply with the limits for chemicals listed under Proposition 65. You can find information about Proposition 65 and its required warnings at: <https://oehha.ca.gov/proposition-65/general-info/proposition-65-plain-language>.

If any products you sell to WMMS require warnings under Proposition 65, your company **must** label each individual unit according to the guidance provided in the above link. WMMS will not be responsible for posting Proposition 65 warning signs in our stores and, you may not send us warning labels for WMMS to apply ourselves for any products you supply WMMS. All required warnings must be placed on the product by the vendor prior to shipping.

If your product will be shipped to WMMS with a Proposition 65 warning, all vendors are required to notify WMMS prior to the product shipping to WMMS for the first time. All applicable vendors will provide the following to WMMS by email to CalProp65@worldmarket.com

- Photos of the warning you have affixed to your products. This information will be used for our website.
 - One photo must be a clear shot of the label itself.
 - The second photo must show a full shot of the product including the warning. This allows us to see where you have placed the label on the product.
- The subject line of your e-mail must state: **Prop 65 Warning WM SKU # _____ (LIST ALL APPLICABLE WM SKU NUMBERS).**

All products sold to WMMS must be in full compliance with Proposition 65 (see *Vendor Guide, section 7*). You should be testing your products to ensure that they comply. If you do not have test results on file confirming compliance, WMMS has a partnership with Bureau Veritas (BV) that provides vendors a reduced rate for items tested under the WMMS program. If you need information in regard to testing your products with BV, please contact QA@worldmarket.com.

It is important that you become familiar with California Proposition 65 and its requirements. Please direct questions to CalProp65@worldmarket.com.

2. Merchandise Requirements

For a current list of Proposition 65 chemicals, go to: <https://oehha.ca.gov/proposition-65/proposition-65-list>. To monitor an evolving list of products with Proposition 65 60-day notices, go to: <https://www.oag.ca.gov/prop65/60-day-notice-search>

Chemicals of High Concern – Various State’s

Our Bureau Veritas (BV) children’s product (including toys) testing program currently tests for Chemicals of High Concern (CHCC) for various state requirements. WMMS looks to our vendors to ensure full compliance to our testing program as well as our Restricted Substance List (RSL).

To ensure compliance to the various state CHCC requirements and our RSL, we expect all manufacturers to reformulate a product if a failure has occurred or, a chemical on our RSL is used in the production of a children’s product sold to WMMS.

For any CHCC failures that are not reformulated prior to shipment - If a children’s product is found to be non-compliant, and the manufacturer is unable to remove the chemical prior to shipment - there will be an annual chargeback of \$250 for each chemical failure. Any failure for CHCC must be accompanied by a Corrective Action Plan (CAP), along with your waiver request to QA. The CAP must note your companies plan on reformulating the item to achieve a future passing test result. Waivers will not be granted without a submission of a valid CAP, and your acknowledgement of the \$250 chargeback for each failure.

Refer to our [Supplemental Softlines & Hardlines Manual](#) on the vendor relations website for more information on CHCC, and the various state requirements.

Sharp Tool Policy

All vendors are required to have in place if applicable, a policy to control sharp objects/instruments in all areas of their factory including but not limited to, the sampling room, manufacturing and productions areas, warehouse area, rework and quarantine areas. This policy covers at minimum (but not limited to):

- Needles and broken needle fragments
- Razors, scalpels, and other sharp bladed instruments and fragments
- Pins, tacks, and nails
- Scissors and other cutting instruments
- Syringe needles (whole and fragments), stitch un-pickers and similar sharp pointed instruments

General Requirements:

- All products must be subjected to metal detectors as necessary at the finishing stage prior to packing.
- No metal pins, wires or staples may be used in any part of the production process for bundling, tacking, securing components, or packaging of any product.
- Metal pins must not be used during the manufacturing process, for fabric laying and cutting. This includes pins used for notice boards in sewing room or other production areas.
- Metal pins must be excluded from the sampling room, production areas, finishing areas, packaging and warehouse areas. Alternatives should be sought (e.g. tape, adhesives, and clamps).

Security of Sharp Tools:

- All sharp tools must be tethered down to the machinery to prevent accidental placement into finished goods, OR
- If not practical to tether a sharp tool, tools must be logged in and out daily on a sharp tool log document.

Animal Welfare Policy

WMMS is committed to sourcing materials of animal origin in a humane, ethical and sustainable manner with respect to animal welfare, and proper handling, of all animals that are used in the production of products sold at the Company.

Our Commitment:

2. Merchandise Requirements

All products derived from animals must be produced in accordance with the Five Freedoms of the Farm Animal Welfare Committee (FAWC):

- Freedom from hunger and thirst
- Freedom from discomfort
- Freedom from pain, injury or disease
- Freedom to express normal behavior
- Freedom from fear and distress

Additionally, the Company prohibits the use of animal derived products and materials from any threatened species identified on the IUCN Red List, <https://www.iucnredlist.org/>

We believe in continuous improvement and we will collaborate and partner with other responsible stakeholders and make informed decisions on animal welfare, health issues and other animal derived products based on the best scientific and ethical information available.

Fur and Fur Products

All Fur products using real are prohibited for sale in San Francisco and Los Angeles. All Fur products using real Fur will be prohibited in California in 2023.

Down & Feathers

The Company is committed to responsible down sourcing. When sourcing products containing feather and down, vendors must take reasonable steps to ensure that the feathers and down contained in their products are a by-product of the food chain. Feather or down obtained by live plucking of birds or force feeding is not permitted.

The Company recommends that vendors implement certification requirements. Certifications such as IDFL Traceability Audit System (International Down and Feather Lab), IDS (IDFL Down Standard), EDFA (European Down and Feather Association), Downpass Standard and RDS (Responsible Down Standard), as well as other government certifications should be considered.

Mohair

The Company will no longer purchase products containing mohair.

Skins and Hides

Permitted Animal Hides

The Company ONLY accepts Animal Hides that are a byproduct of the meat industry and are not raised exclusively for their pelts. This is limited to:

- Cow (leather + hair-on hides)
- Sheep (leather + hair-on hides)
- Buffalo
- Pig
- Goat

Prohibited Animal Hides

Other Animal Hides are prohibited, including but not limited to the following:

- Any species of domesticated or feral dog or cat, Raccoon Dog, Seal, Polar bear, Leopard, Ocelot, Lion, Tiger, Cheetah, Jaguar, Sable, Antelope, Wolf, Zebra, Whale, Cobra, Python, Sea turtle, Colobus Monkey, Kangaroo, Vicuna, Sea otter, Horse, Dolphin or Porpoise, Spanish lynx, Elephant, Crocodile, Alligator or Caiman.

3. IMPORT LOGISTICS

THIS SECTION IS FOR VENDORS WITH OVERSEAS FOB POINTS ONLY.

IF YOU ARE A DOMESTIC VENDOR WITH A USA FOB POINT, SECTION 3 DOES NOT PERTAIN TO YOUR COMPANY. DOMESTIC VENDORS' LOGISTICS INFO IS IN SECTION 4.

CONTAINER LOADING

Unless otherwise specified in writing, **all imported items must be loaded as follows:**

- Floor loaded only. Pallets are not allowed.
- Separate and group each PO and SKU within any given container. (Do not mix POs and/or SKUs throughout a container). Time needed to separate POs and SKUs will be subject to chargeback to the appropriate vendor. Please note: Larger POs booked using multiple containers **must be booked together and on the same Bill of Lading.**
- Cartons shall be loaded in a straight column whenever possible.
- Never step on the lower layers of product to load the upper layer.
- All voids along the length side of the container and the doors must be blocked/braced to prevent load shifting and load stability during shipping and upon receiving. Use plywood, air bags or strong void cartons as appropriate. Do not allow blocking or product to prevent door from opening.
- Fragile items out of Europe may be palletized with prior approval from imports@worldmarket.com. Palletized loads must be on 48in x 40in 2-way GMA pallets grade B lumber or better. *See section 4 for our Pallet Policy.* Solid wooden pallets must be heat treated or fumigated with Methyl Bromide. Contact imports@worldmarket.com with any questions.
- All containers arriving by vessel into the U.S. are required by law to be sealed with a seal meeting the ISO/PAS 17712 standard. While this has always been a requirement under our C-TPAT Security Program and our consolidators and carriers already use ISO/PAS 17712 standard container seals, it is absolutely critical that any and all vendors who load containers directly at their factories use only ISO/PAS 17712 standard seals. Penalties will be assessed on any container that arrives that does not meet this new requirement. For more information on this regulation and the types of seals that are compliant with this regulation see <https://www.cbp.gov/sites/default/files/documents/Bulletin%20-%20April%202014%20-%20ISO%2017712%20High%20Security%20Seals.pdf>. You can contact the local office of our approved consolidator or imports@worldmarket.com with questions.
- All wooden and/or natural fiber furniture shipments originating from India and Indonesia during the rainy season (typically June-October and November-February for South East Asia) must utilize the proper desiccant/humidity control to avoid mold and moisture issues within the container and product as necessary. Contact packaging@worldmarket.com for further information.

FREIGHT CONSOLIDATION

We require that **all POs be booked through and/or delivered to our Freight Consolidation facilities.** Any vendor that does not book their PO through our nominated consolidator will be subject to chargebacks. For information regarding our nominated consolidator in each country, *please see below.*


Advance Booking

All Freight Consolidators require advance-booking notice 10 or more calendar days prior to the ship date stated on the Purchase Order. If the 10th day falls on a Saturday or Sunday, vendors are required to book the Friday before. Vendors that book less than 10 calendar days prior to the ship date stated on the PO will be subject to chargebacks (see section 6). At the time of booking a vendor must have a valid passing BV full test report (issued in the last 24

3. Import Logistics

months) or a valid PD (Product Disposition) waiver for each SKU in the BVOS portal. In addition, the vendor must provide the following to the consolidator:

- PO number(s) & SKU number(s)
- Ship pack and item quantities for each SKU
- Number of cartons per SKU
- Count of total booked cartons
- Weight per SKU (kg) / Volume per SKU (cbm)
- Total booked cubic meters / kilograms
- Destination DC / Confirmation of carton marking by destination DC
- Special equipment requirements (e.g., reefer). Temperature setting must be specified at the time of booking.

 **Email is the preferred method of communication. Import Logistics questions should be sent to imports@worldmarket.com. Customs questions should be sent to customs@worldmarket.com**

SOLAS Container VGM (Verified Gross Mass) Requirement

Effective July 1, 2016, the International Maritime Organization under the Safety of Life at Sea (SOLAS) convention mandates all containers to be weighed by the shipper before the containers are loaded on board at any port in the world.

- Vendors must submit VGM for factory load shipments (CY). Vendors are responsible for any additional cost incurred due to vendor's failure to submit an accurate VGM in a timely manner.
- Vendors are required to provide the required information to WMMS's consolidators for consolidation load shipments (LCL).
- Vendors are responsible for any SOLAS related charges as part of the origin charges for shipments with FOB incoterms (International Commercial Terms).
- WMMS will be responsible for any SOLAS related charges for shipments with Exwork/Exfactory incoterms except for any additional costs incurred due to vendor's failure to submit an accurate VGM in a timely manner.
- Vendors that fail to submit accurate VGM in a timely manner will be subject to chargeback in addition to additional cost incurred due to shipment delay.

ISF Compliance / Shipping Orders in Infor Nexus

U.S. Customs & Border Protection Importer Security Filing (ISF) Compliance:

U.S. Customs requires all importers to file an Importer Security Filing (ISF) consisting of 10 unique data elements for each and every import shipment at least 24 hours before the cargo is laden aboard a vessel destined to the U.S. WMMS requires vendors' assistance to supply the necessary data for ISF regulations through the Infor Nexus Shipping Order process.

- Vendors are required to create and submit a Shipping Order (SO) in Infor Nexus at least 10 or more days prior to PO Ship Date. If the 10th day falls on a Saturday or Sunday, vendors are required to submit SO the Friday before. Vendors that submit SO in Infor Nexus less than 10 days prior to the ship date stated on the PO, or provide inaccurate information in the SO, will be issued an Expense Offset Fee for non-compliance (*See section 6*). These chargeback's will not be waived.
- If new SO revisions are required, vendors should never delete the original version and create a new SO. If vendors are unable to revise the existing SO, contact imports@worldmarket.com for guidance.
- The [Shipping Order User Guide](#) can be found on our Vendor Relations website.
- In addition to vendor chargebacks, any fines or penalties assessed to WMMS from U.S. Customs due to vendor failure to submit an SO or incorrect filing of SO data will be processed as a claim to the vendor. These claims cannot be waived and will be deducted from the vendor's future payment. **Potential U.S. Customs fines and penalties could be in excess of \$5000.**

Container Shipments

All vendors (including those that are factory loaded) must book through our nominated Freight Consolidator.

For factory loaded containers, vendors must meet our minimum stuffing requirements. Otherwise, vendors must deliver the goods for consolidation. We do not allow the use of 20' containers.

- 40' regular container – minimum loading of 55 cbm's: Target Goal: 61 cbm's
- 40' high cube container – minimum loading of 66 cbm's: Target Goal: 71 cbm's
- 45' high cube container – minimum loading of 73 cbm's: Target Goal: 77 cbm's

For factory loaded containers, vendors are responsible for ensuring the container is clean and free of damage prior to loading.

Air Shipments

Vendors must get authorization in writing from their Buyer for all air shipments. Once authorized, the shipment must be booked through one of our nominated airfreight forwarders. All costs for unauthorized and mis-booked air shipments will be at the vendor's expense. Similarly, all prepaid (vendor's expense) air shipments must be booked through one of our nominated airfreight forwarders. Please contact imports@worldmarket.com for the nominated air freight forwarder in a specific country. This may differ from the designated consolidator.

DOCUMENTATION

All vendors must submit documentation to the consolidator at least 72 hours prior to the vessel sailing. All documentation should be sent to the consolidator and should NOT be mailed or faxed to us. **Any vendor that does not submit all required documents on time will have their cargo held at origin until the documents are completed and received.** Any costs associated with this will be charged back to the vendor (including applicable Expense Offset Fees – *see section 6*). Vendors must deliver freight, turn over the complete documentation and pay all of the applicable origin charges in order to receive the forwarder's cargo receipt (FCR). Vendors can obtain origin charges from the Consolidator. The Consolidator will send a scanned document set to us. Preparation of payments will begin upon receipt of the scanned document set. To obtain payment, vendors must submit the following documentation to the Freight Consolidator for each discrete shipment:

- **An accurate and complete Infor Nexus generated commercial invoice.** Refer to the [Shipping Order User Guide](#) available on our Vendor Relations website for invoice creation directions. See A/P section as well as next two pages
- **Infor Nexus generated packing list and any other applicable document** (certificate of origin, fumigation certificate, and original visa). Refer to the [Shipping Order User Guide](#) available on our Vendor Relations website for packing list creation directions.
- **General Certification of Conformity (GCOC)** – A certification, based on a reasonable testing program is required for each shipment of adult and children's products that are subject to a consumer product safety rule, ban, standard or regulation enforceable by the CPSC including furniture, rugs, candles with metal wicks clothing and cleaning products. As a vendor, you must supply WMMS and/or the CPSC with a [General Certification of Conformity](#) for all covered products manufactured on or after November 12, 2008. The form is located on our Vendor Relations website under Testing Documents.
- **Third Party Test Certificate** - Toys and children's products must have a Third-Party Test Certificate issued by a CPSIA recognized independent third party test lab for lead in paint and other surface coatings and small parts. Lead in substrate and phthalates currently do not require a Third-Party Test Certificate. However, must be in compliance with all applicable rules and bans. Therefore, all Toys and children's product must be tested to the WMMS Toy and Children's Product protocols.
- **TSCA Formaldehyde Declaration** - Products covered under the Formaldehyde Emissions from Composite Wood Products portion of Section 3 of the Supplemental Manual, should include a statement, separately or appended into the Infor Nexus generated commercial invoice, indicating which SKU is under the scope of TSCA.
- **Import Permits:** Animal and Plant Health Inspection Service (APHIS) regulates the importation of animal-derived materials to ensure that exotic animal and poultry diseases are not introduced into the United States. If your merchandise consists of materials derived from animals or exposed to animal-source materials, check with the local Veterinary Service for export permit requirements. Advise customs@worldmarket.com prior to shipping any animal-derived products that requires a permit. Provide two weeks lead time for World Market to acquire an import permit from USDA-APHIS. Include a copy of all permits in your documentation packet sent to the consolidator.
- **Certificates in Original Form:** Certain government-to-government documents such as phytosanitary certificates, veterinary certificates and Convention on International Trade in Endangered Species (CITES) certificates are presented in their original paper format at the first port of arrival to the inspecting officers.
- **Plant and Plant Product Declaration Form:** The Lacey Act combats trafficking in "illegal" wildlife, fish, and plants. The 2008 Farm Bill amended the Lacey Act by expanding its protection to a broader range of plants and

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plant products. The Lacey Act makes it unlawful to import certain plants and plant products without an import declaration. For products categorized under the Harmonized Tariff Schedule (HTS) described in the following table, a completed [Plant and Plant Product Declaration Form](#) must be included in your documentation to the consolidator. This form can be downloaded from the “Forms / Templates” section of our Vendor Relations website. Vendors will be issued an Expense-Offset Fee for non-compliance. There are no exceptions. Contact customs@worldmarket.com with questions.

- **PFAS Certification Statement for Textile Products:** Beginning January 1, 2025, California law prohibits the manufacture, sale or distribution of textile products and apparel that contain PFAS, and requires manufacturers to provide a certificate of compliance. Our [PFAS Certification Statement for Textile Products can be found on our Vendor Relations website](#).

COVERED HARMONIZED TARIFF SCHEDULES for PPPD FORM
HTS Chapters: Ch. 44 Headings (Wood & Articles of Wood) <ul style="list-style-type: none">• 4401 (fuel wood)• 4402 (wood charcoal)• 4403 (wood in the rough)• 4404 (hoopwood; poles, piles, stakes)• 4406 (railway or tramway sleepers)• 4407 (wood sawn or chipped lengthwise)• 4408 (sheets for veneering)• 4409 (wood continuously shaped)• 4412 (plywood, veneered panels, except 4412.99.06 and 4412.99.57)• 4414 (wooden frames)• 4417 (tools, tool handles, broom handles)• 4418 (builders' joinery and carpentry of wood)• 4419 (tableware & kitchenware, of wood)• 4420 (wood marquetry; caskets; statuettes)• 4421 (other articles of wood) Ch. 66 Headings (Umbrellas, Walking Sticks, Riding Crops) <ul style="list-style-type: none">• 6602 (walking sticks, whips, crops)* Ch. 82 Headings (Tools, Implements) <ul style="list-style-type: none">• 8201 (hand tools)* Ch. 92 Headings (Musical Instruments) <ul style="list-style-type: none">• 9201 (pianos)*• 9202 (other stringed instruments)* Ch. 93 Headings (Arms and Ammunition) <ul style="list-style-type: none">• 9302 (revolvers and pistols)*• 9305.10.20 (parts and accessories for revolvers and pistols)* Ch. 94 Headings (Furniture, etc.) <ul style="list-style-type: none">• 9401.69 (seats with wood frames) Ch. 95 Headings (Toys, Games, & Sporting Equipment) <ul style="list-style-type: none">• 9504.20 (articles and accessories for billiards)* Ch. 97 Headings (Works of Art) <ul style="list-style-type: none">• 9703 (sculptures) *

Packing List

Infor Nexus generated packing lists must be attached to the outside of the lead carton. The packing list must include:

- PO number and related SKU number(s)

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- Total net and gross weights and net and gross weights for each line item
- Total number of cartons and total number of cartons for each line item

Bill of Lading (BL)

Preparation of BL documentation is the responsibility of our nominated consolidator in each origin.

Invoice Requirements

- *See section 5 (A/P) for general invoice requirements. See next two pages for more detailed invoice requirements.*

Invoice- Special Notes:

- Invoice and packing list requirements apply to shipments of samples, with the exception of the listing of PO
- Infor Nexus commercial invoices are NOT required for sample shipments.
- Invoice and packing list requirements also apply to items that are “free of charge”. A dollar value must be assigned to any replacement items even if we do not pay for such items.
- Textile declarations were no longer required by US Customs & Border Protection as of October 2005. However, a vendor must still indicate the fiber content of a textile article on the commercial invoice. Please note the general invoice requirements listed above, specifically “complete and precise item description.”
- Invoices for sets of items must have the individual items listed, complete with an accurate item description, net & gross weights, and any other pertinent information required to clear the individual item through US Customs and any other related government agency.
- Effective March 18, 2023, Chinese factory (manufacturer) postal code will be a required field on the entry transmission to US Customs. World Market uses factory addresses in the “MANUFACTURER” section on commercial invoices generated in Infor Nexus for entry transmission to US Customs.

Invoice - Information Required for Spare Parts/Hardware

All spare parts, spare hardware and extra instruction sheets MUST be itemized on the vendor’s invoice. In addition to the types of specific descriptions shown below, the following information must be included for each item:

- Country of origin
- Manufacturer’s name and physical address of factory
- Number of units (include net and gross weights)
- Dollar value: show as “no charge” but include actual value along with item description

Invoice – Furniture Parts

Spare furniture parts must be itemized using descriptions such as “wooden chair legs,” “wooden chair seats,” “wooden legs for coffee table,” “wooden desk drawer,” “iron table leg,” etc.

Invoice – Instruction Sheet(s)

Indicate either a single sheet, or the number of sheets / pages, if the instructions are printed on multiple sheets.

Invoice – Hardware packet

- Include material, such as iron, aluminum, copper, etc.
- Itemize the exact type and number of hardware items being shipped, such as bolts, caps, washers, screws, nuts, glue, locks, staples, handles, drawer slides, dowels, drawer pulls, Allen wrenches, nails, keys, hinges, etc.

Invoice - USFDA (United States Food & Drug Administration)

- In regard to our merchandise, the FDA governs all food consumed by humans and animals, as well as food-related items (e.g. ceramics and glassware) and medical devices (e.g. massagers, sunglasses).
- As noted above, each Infor Nexus generated commercial invoice must indicate the actual manufacturer’s name and address. This information is even more critical for items that fall under the jurisdiction of the FDA.

Invoice - USDA (United States Department of Agriculture)

- The USDA is interested in knowing about the importation of plant materials (e.g. bamboo poles) and some animal products that are food (e.g. meat, poultry, and eggs). Genus and species names will be required for

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determination of admissibility into the United States. In addition, it is required that the genus and species of each plant material be listed on the Infor Nexus generated commercial invoice.

- Vendors shipping merchandise that is made in or shipped from China or Hong Kong must declare one of the following if solid wood packing materials are used, declare that the wood was treated and certified to be free from pests **-OR-** no solid wood packing materials were used.
- The USDA revised its import regulation on wood packaging materials on September 16, 2005. The new regulation requires that regulated wood packaging materials used in international trade be treated to kill harmful insects that may be present. All vendors that use such wood packaging materials must ensure that they are properly marked according to the International Plant Protection Convention standard ISPM #15. For more information, please visit: http://www.customs.gov/xp/cgov/import/commercial_enforcement/wpm/.

Invoice –USFWS (United States Fish & Wildlife Service)

- The USFWS regulates the importation of animals and animal products (e.g. seashells, bone, horn, etc.) that are not food related. Common and scientific names (Latin genus and species), and its origin are required for determination of admissibility into the United States. In addition to the invoice requirements for Customs clearance listed above, it is required that the common and scientific (Latin genus and species) of each animal material be listed on the Infor Nexus generated commercial invoice.

Invoice - Food & Other FDA Regulated Products

Each shipment must comply with all stated label specifications and USFDA nutritional requirements (unless exemption proof is provided). Vendors must agree to process, warehouse, and transport all raw materials under conditions that comply with current Good Manufacturing Practices. In the event that goods do not meet FDA requirements, vendors are responsible for assuming all costs for bringing goods into compliance, accepting a return of goods at the vendor's expense, or destroying the goods under Customs and / or FDA supervision.

Invoice Requirements – Food

General

- Must be in English, or have an English translation attached
- WMMS name and address (1201 Marina Village Parkway, Alameda, CA 94501)
- WMMS's distribution center and address (Stockton, CA or Windsor, VA)
- WMMS PO number and SKU number(s)
- Terms of sale
- Number of individual units of each SKU
- Unit cost and extended cost
- Unit of currency

For Each SKU

- Country of origin
- Shipper's name and address
- If food or beverage - Shipper's FDA Bioterrorism registration number - <http://www.fda.gov/oc/bioterrorism/bioact.html>
- Actual manufacturer's name and physical address
- If food or beverage:
 - Actual manufacturer's FDA Bioterrorism registration number - <http://www.fda.gov/oc/bioterrorism/bioact.html>
 - Actual manufacturer's full name and complete physical address
- Complete, precise, and description with enough details to construct an FDA Product Code
- Net measure (net weight, net volume, etc.)
- Material (and shape) of immediate container (e.g. "plastic bag," "round glass jar")
- Material (and shape) of outer container (e.g. "paper box")
- Acidified / Low-acid or Canned food items:
 - FDA product code - <http://www.accessdata.fda.gov/SCRIPTS/ORAC/PCB/PCB.HTM>
 - FCE number, if applicable - <http://www.cfsan.fda.gov/~comm/lacf-s1.html>
 - SID number, if applicable - <http://www.cfsan.fda.gov/~comm/lacf-s1.html>

3. Import Logistics

- Container dimensions as reported on SID filing, if applicable - <http://www.cfsan.fda.gov/~comm/lacf-apa.html>

Packing List Requirements

- Packing lists must be created in Infor Nexus
- WMMS PO and SKU number(s)
- Net and gross weight for each line item
- Total net and gross weight
- Number of cartons for each line item
- Total number of cartons

GSP Eligibility

Merchandise imported from beneficiary countries may be eligible for favorable duty treatment under the U.S. Government's GSP program. In order to meet GSP eligibility requirements, at least 35% of the item's content and manufacture must derive from the exporting country. For a list of the current countries that are eligible for GSP, please consult General Note 4 of the Harmonized Tariff Schedule of the U.S. or email customs@worldmarket.com

GSP Verification Options

Include on the invoice the following (or similar) language. This language must be included with all other export documents.

- "The merchandise covered by this commercial invoice # _____, dated _____ is wholly the growth, product, or manufacture of _____ {country of origin}. Additionally, this merchandise was not produced and/or manufactured using forced, indentured, prison or child labor", **OR**
- Include the *GSP Eligibility form* with the export documents. This form is located on the page at www.worldmarket.com or can be obtained by sending an email to customs@worldmarket.com.

By submitting the GSP verification, the vendor also agrees to the following:

In the event it becomes necessary to submit evidence supporting a GSP claim, the vendor must provide us, within a reasonable period of time, all documents that confirm the merchandise is wholly the growth, product, or manufacture of the stated country. These documents may include raw material purchases, proof of factory labor, financial records documenting manufacturing overhead, quality assurance reports, and health, safety, and origin certificates prepared by government officials in said country.

NOTE: Transshipments are NOT allowed on imports to WMMS, or any of its subsidiaries.

Fumigation Policy

- All merchandise made with natural fiber and/or solid wood must be fumigated before shipping.
- All merchandise (including samples) packed in solid wood packaging must be heat treated or fumigated in compliance with APHIS guidelines. Go to <http://www.aphis.com> for more information.
- All merchandise eligible for fumigation must be fumigated prior to packaging the product.
- All merchandise such as mats, rugs, wicker/bamboo baskets, placemats/runners must be packed after completely dried to prevent mold.
- All merchandise that is composed of solid wood with bark and is not kiln dried must be fumigated.
- For further information, please refer to the APHIS website: <http://www.aphis.usda.gov/ppq/wpm/import.html>.

NOTE: We will detain and fumigate any shipments, at the vendor's expense, where evidence of insects or non-indigenous organisms is found.

SECURITY STANDARDS FOR VENDORS

World Market Management Services, LLC ("World Market") is participating in U.S. Customs' security initiative, "C-TPAT" (Customs-Trade Partnership Against Terrorism.) As a member of this program, WMMS is committed to working with our vendors and logistics services providers, both in the U.S.A. and abroad, to monitor, establish and improve security procedures throughout the supply chain. Accordingly, we are requiring that our vendors' shipping facilities meet the following minimum standards:

3. Import Logistics

Physical Access:

- Facilities are fenced and buildings protected with locking devices
- Process to control access to the facility
- Records are maintained of visitors/contractors

Personnel Security

- Where permissible by law, background checks or pre-employment screening is conducted
- Employees are trained in security awareness programs

Procedural Security

- Process for reporting investigating security related incidents
- Process to address unauthorized/unidentified persons
- Process for notifying U.S Customs and/or local law enforcement if illegal activity is suspected

Conveyance IIT Security

- Loading of containers is supervised
- Records are maintained of incoming/outgoing goods
- 7-point container and agricultural inspections are performed prior to loading
- Process to control seal storage and distribution
- Containers are locked and sealed after loading (and seal records retained)

Cybersecurity

- Process to identify unauthorized access/abuse of IT systems/data
- Process to restore data from data breach or loss of data/equipment

Security Evaluation

All vendor factory locations are required to comply with the minimum security criteria for CTPAT. All import vendor factory locations must complete a security self-assessment or submit a third-party audit for WM review upon set up and as requested. Vendors found not in compliance will be issued an Expense Offset fee for non-compliance (see section 6).

WM's security self assessment can be accessed via the following link:

<https://costplusworldmarket.quickbase.com/db/bpr8dsu77>. All questions must be answered to complete the questionnaire. Vendors who may require remediation will be contacted after submission review. Remediation must be addressed to achieve full compliance.

WM accepts third-party audits from reputable auditing agencies. Any third-party audit remediations must be addressed within 90 days of audit completion, or the specified timeline provided by the certifying body for full compliance.

Direct any questions regarding the WM self assessment or WM's C-TPAT policies to vendor.guide@worldmarket.com.

IMPORT ROUTING GUIDE

Overview

This guide supersedes previous routing guides and routing instructions made by your Buyer either verbally or written on Purchase Orders. **If the correct origin port is not listed, please request routing directly from our Import Logistics Department (imports@worldmarket.com) prior to arranging shipping.**

Country of Origin Details

Country	Origin Port	Nominated Consolidator	Contact
Australia	Brisbane/ Adelaide/ Melbourne/ Sydney	Kuehne+Nagel	Kuehne+Nagel Tel: +61-3-9394-3368 Contact: K+N PM E-mail : worldmarketpm@kuehne-nagel.com
Belgium	Antwerp	Savitransport	Albatrans GmbH Robert-Koch-Str. 50 55129 Mainz - Germany Tel: +49 (61 31) 2 75 05 21 or +49 (61 31) 2 75 05 11 Contact: Tanja Schott Email d.nabil@albatrans.com michael.mueller@albatrans.com Secondary Email: worldmarket@savitransport.it
Brazil	Santos	Maersk SCM	Maersk Logistics Brasil Ltda. Avenida Dona Ana Costa, 433 Santos, Brazil Tel: 551330357778 Contact: Rafaela Leao E-mail: br.scm@lms.maersk.com ; rafaela.f@lms.maersk.com
Cambodia	Sihanoukville/Phnom Penh	Kuehne+Nagel	Kuehne+Nagel Tel: +855 (0) 86 51 52 83 +855 (0) 70 990 869 +855 (0) 15 974 848 Contact: K+N PM E-mail : worldmarketpm@kuehne-nagel.com
China	Dalian	Maersk SCM	Maersk China Supply Chain Management Team 7 Floor, Block C The Raffles City Chongqing, China 400010 Phone: +86 4008423810 EXT 7216/+852 31045910 EXT 7216 E-mail: WORLDMARKET.CN@LNS.MAERSK.COM
China	Fuzhou	Maersk SCM	Maersk China Supply Chain Management Team 7 Floor, Block C The Raffles City Chongqing, China 400010 Phone: +86 4008423810 EXT 7216/+852 31045910 EXT 7216 E-mail: WORLDMARKET.CN@LNS.MAERSK.COM
China	Nanjing	Maersk SCM	Maersk China Supply Chain Management Team 7 Floor, Block C The Raffles City Chongqing, China 400010 Phone: +86 4008423810 EXT 7216/+852 31045910 EXT 7216 E-mail: WORLDMARKET.CN@LNS.MAERSK.COM
China	Ningbo	Maersk SCM	Maersk China Supply Chain Management Team 7 Floor, Block C The Raffles City Chongqing, China 400010 Phone: +86 4008423810 EXT 7216/+852 31045910 EXT 7216 E-mail: WORLDMARKET.CN@LNS.MAERSK.COM
China	Qingdao	Maersk SCM	Maersk China Supply Chain Management Team 7 Floor, Block C The Raffles City Chongqing, China 400010 Phone: +86 4008423810 EXT 7216/+852 31045910 EXT 7216 E-mail: WORLDMARKET.CN@LNS.MAERSK.COM

3. Import Logistics

China	Shanghai	Maersk SCM	<p>Maersk China Supply Chain Management Team 7 Floor, Block C The Raffles City Chongqing, China 400010 Phone: +86 4008423810 EXT 7216/+852 31045910 EXT 7216 E-mail: WORLDMARKET.CN@LNS.MAERSK.COM</p>
China	<p>* Air Only *</p> <p>So. China: Hong Kong Shenzhen Yantian</p> <p>* Air Only *</p>	DSV Air & Sea	<p>DSV Air & Sea Ltd. Kwai Chung, Berth 3, ATL Logistics Centre B (HK) (13/F 13009W) Hong Kong Contact: Gloria Cheng / Air Export Team Tel: 85 222325463 Email: gloria.cheng@hk.dsv.com / Air.Export@hk.dsv.com</p>
China	<p>* Air Only *</p> <p>Shanghai</p> <p>* Air Only *</p>	DSV Air & Sea	<p>DSV Air & Sea Co., Ltd. (Shanghai) No. 1193 Changning Rd Raffles City Off T3 8,9,15,16/F T1 39/F 200051 Shanghai, China Tel: 86 21 3325 9906 Contact: Huijie Zhang E-mail: Huijie.Zhang@cn.dsv.com</p>
China	<p>* Air Only *</p> <p>Qingdao</p> <p>* Air Only *</p>	DSV Air & Sea	<p>DSV Air & Sea - Qingdao Branch Suite 1502, 15/F, Huayin Mansion, No. 5 Donghai West Road 266071 Qingdao, China Tel: 86 532 86686809 Contact: George Li E-mail: George.li@dsv.com</p>
China	Xiamen	Maersk SCM	<p>Maersk China Supply Chain Management Team 7 Floor, Block C The Raffles City Chongqing, China 400010 Phone: +86 4008423810 EXT 7216/+852 31045910 EXT 7216 E-mail: WORLDMARKET.CN@LNS.MAERSK.COM</p>
China	Xingang / Tianjin	Maersk SCM	<p>Maersk China Supply Chain Management Team 7 Floor, Block C The Raffles City Chongqing, China 400010 Phone: +86 4008423810 EXT 7216/+852 31045910 EXT 7216 E-mail: WORLDMARKET.CN@LNS.MAERSK.COM</p>
China	Yantian/ Chiwan/ Shenzhen /Guangzhou	Maersk SCM	<p>Maersk China Supply Chain Management Team 7 Floor, Block C The Raffles City Chongqing, China 400010 Phone: +86 4008423810 EXT 7216/+852 31045910 EXT 7216 E-mail: WORLDMARKET.CN@LNS.MAERSK.COM</p>
Czech Republic	All Ports	Savitransport	<p>SAVITRANSPORT S.P.A. VIA TEVERE, 2/12 50019 OSMANNORO Tel: 055-3062213 Fax: 055-5201489 Email: worldmarket@savitransport.com</p>
Cyprus	All Ports	Savitransport	<p>SAVITRANSPORT S.P.A. VIA TEVERE, 2/12 50019 OSMANNORO Tel: 055-3062213 Fax: 055-5201489 Email: worldmarket@savitransport.com</p>
Egypt	Cairo	Savitransport	<p>Savino del Bene Egypt 14/2 El-Zahraa St., 5th Sector, Degla - Maadi 11431 Cairo Ph. +202 2519 6110 Ph. +202 2519 6110 + ext Fax +202 2754 9838 e-mail: worldmarket@savitransport.com</p>

3. Import Logistics

Europe: Northern and Eastern Europe (if not otherwise specified)	All Ports	Savitransport	SAVITRANSPORT S.P.A. VIA TEVERE, 2/12 50019 OSMANNORO Tel: 055-3062213 Fax: 055-5201489 Email: worldmarket@savitransport.com
France	All Ports	Savitransport	SAVINO DEL BENE France-Paris 4. Avenue du Valquiou-Bâtiment B2 ZAC Sud CDG – Aerolians Paris 93290 Tremblay-en-France, France 33.(0)1.41.84.33.72 +33 (0)6.86.41.45.92 Contact: Stéphanie Renckly-Gamba Email: worldmarket@savitransport.com
Germany	Bremen	Savitransport	Albatrans GmbH Robert-Koch-Str. 50 55129 Mainz - Germany Tel: +49 (61 31) 2 75 05 21 or +49 (61 31) 2 75 05 11 Contact: Michael Mueller Email: michael.mueller@albatrans.com Email: worldmarket@savitransport.com
Germany	* Air Only * Hamburg * Air Only *	DSV Air & Sea	DSV Air & Sea Germany GmbH Gruener Deich 1 Hamburg 20097 Germany Contact: Alexander Raoul Naujack / Air Export Team (HAM) Tel: +49 40529067938 Email: alexander.raoul.naujack@dsv.com / expair.ham@de.dsv.com
Ghana	Tema	Savitransport	Savino Del Bene Ghana Ltd Contact: Mr Agostino Naso Adnan Heights - 1st floor room 101 Community one – Tema - GHANA Contact: Nana Oduro Phone Mobile: +233 201003250101 E-mail: nana.oduro@savinodelbene.com Web: www.savinodelbene.com Secondary e-mail: worldmarket@savitransport.com
Greece	All	Savitransport	SAVITRANSPORT S.P.A. VIA TEVERE, 2/12 50019 OSMANNORO Tel: 055-3062213 Fax: 055-5201489 Email: worldmarket@savitransport.com
Guatemala	All	Maersk SCM	MAERSK Guatemala S.A. 902 Edificio Atlanti, 13 Calle 3-40 Zona 10, Guatemala City Guatemala Tel : 50223770504 Contact: Mario Leon E-mail : mario.estuardo.leon.paveras@lms.maersk.com
Honduras	Puerto Cortes	Maersk SCM	MAERSK Honduras 8 Piso Edificio Chalet 3a Avenida 1 Calle San Pedro Sula Honduras Tel : (954) 624 1087 Contact: Cesar Higinio / Erick Aguilar E-mail : cesar.higinio@lms.maersk.com ; erick.aguilar@lms.maersk.com
Hong Kong	Hong Kong	Maersk SCM	Maersk China Supply Chain Management Team 7 Floor, Block C The Raffles City Chongqing, China 400010 Phone: +86 4008423810 EXT 7216/+852 31045910 EXT 7216 E-mail: WORLDMARKET.CN@LMS.MAERSK.COM

3. Import Logistics

India	* Air Only * All * Air Only *	DSV Air & Sea	DSV Air & Sea Pvt. Ltd. Building No. 10, Tower -A, 3rd Floor DLF Cyber City Phase – II Gurgaon, India Air freight Contact : Sajeev M.A. / Sangeeta Nautiyal Tel: 91 9958094111 / 91 1247199989 E-mail: sajeev.a@dsv.com / sangeeta.nautiyal@in.dsv.com
India	Mumbai (Bombay) / Nhava Sheva	Kuehne+Nagel	Kuehne+Nagel Tel: +91-8879297616 +91-9167372826 +91-9867091985 Contact: K+N PM E-mail : worldmarketpm@kuehne-nagel.com CFS Address : Sector 6, Dronagiri, Nhava Sheva, Navi Mumbai - 400 707
India	Cochin	Kuehne+Nagel	Kuehne+Nagel Tel Mumbai office: +91-8879297616 +91-9167372826 +91-9867091985 Contact: K+N PM E-mail : worldmarketpm@kuehne-nagel.com
India	Kolkata / Haldia	Kuehne+Nagel (waiting on Kolkata CFS address)	Kuehne+Nagel Tel: 9836677339 8981739151 9748362581 Contact: K+N PM E-mail : worldmarketpm@kuehne-nagel.com CFS Address : P-22, Sonapur Road, Paharpur, Garden Reach, Kolkata, West Bengal 700088
India	Chennai (Madras)	Kuehne+Nagel	Kuehne+Nagel Tel: +91 9159161514 +91 9655560934 +91 9786281005 +91 9994440924 Contact: K+N PM E-mail : worldmarketpm@kuehne-nagel.com CFS Address : Allcargo CFS 28/9, 1st Main Rd, Ramakrishna Nagar, Neidhal Nagar, Tiruvottiyur, Chennai, Tamil Nadu 600019
India	ACTL Faridabad, New Delhi/ Jaipur/ Jodhpur/ Moradabad	Kuehne+Nagel	Kuehne+Nagel Tel: +91-9910554836 +91-9871992375 +91-8800109288 Contact: K+N PM E-mail : worldmarketpm@kuehne-nagel.com CFS Address : Associated Container Terminal Limited Inland Container Depot,, Faridabad Bypass Rd, Sector 59, Faridabad, Haryana 121004
Indonesia	* Air Only * Jakarta * Air Only *	DSV Air & Sea	PT. DSV Transport Indonesia Komp Pergudangan Soewarna CGK, Unit B12-15, Soekarno Hatta Int. Airport Tangerang Banten 19110 Indonesia Contact: Air Export Team E-mail: expair.cgk@id.dsv.com
Indonesia	Jakarta	Kuehne+Nagel	Kuehne+Nagel Tel: +62 21 2978 3108 Contact: K+N PM E-mail : worldmarketpm@kuehne-nagel.com CFS Address : Jl. Cakung Cilincing Raya No.KM.3, RT.9/RW.8, Cakung Tim., Kec. Cakung, Kota Jakarta Timur, Daerah Khusus Ibukota Jakarta 13910

3. Import Logistics

Indonesia	Semarang	Kuehne+Nagel	Kuehne+Nagel Tel: 62248418585 Contact: K+N PM E-mail : worldmarketpm@kuehne-nagel.com CFS Address : Jl. Terminal Terboyo III No.2A, Terboyo Wetan, Genuk, Semarang, Indonesia
Indonesia	Surabaya	Kuehne+Nagel	Kuehne+Nagel Tel: +6231 5350709 Contact: K+N PM E-mail : worldmarketpm@kuehne-nagel.com CFS Address: Jl.Kalianak Barat 57A, Surabaya, Indonesia
Italy	All ports	Savitransport	SAVITRANSPORT S.P.A. VIA TEVERE, 2/12 50019 OSMANNORO Tel: 055-3062213 Fax: 055-5201489 E-mail: worldmarket@savitransport.com
Japan	Nagoya	Maersk SCM	MAERSK JAPAN ICHIBOSHI SHIBA BLDG. 5F 2-2-14 SHIBA, MINATO-KU TOKYO 105-0014 JAPAN TEL: 81 3 6630 4446 FAX: 81 3 6368 6781 Contact: Nahoko Aoyama E-mail: nahoko.aoyama@lns.maersk.com Back up: Naoko Yamagishi E-mail: naoko.yamagishi@lns.maersk.com
Kenya	Mombasa	Savitransport	Jihan Freighters Ltd PO Box 91287 Mwakilingo Street Mombasa –Kenya Tel: 254 2223939/2221387/2227090 Fax: 254 2228056 Mobile: 254 722 551 509 Contact: Mr Bernard Wanyama E-mail: bernard@jihanfreighters.co.ke www.jihanfreighters.co.ke Secondary E-mail: worldmarket@savitransport.com
Korea	Busan	Maersk SCM	Maersk Korea Limited Seoul - South Korea Phone: +82 2 20544576, +82 2 20544561, +82 2 20544296, +82 2 20544543, +82 2 20544557, +82 2 20544172, Fax: 82 2 3700 3079 Contact: Korean SCM team E-mail: CUS.SCM.KOREA@lns.maersk.com
Malaysia	Pasir Gudang & Port Klang	Maersk SCM	Maersk Malaysia Sdn Bhd SKY PARK @ ONE CITY JALAN USJ 25/1 ,47650 SUBANG JAYA, SELANGOR Phone: 603-8026-6105 Contact: Jayson Pagiwan E-mail: jayson.pagiwan@lns.maersk.com
Mexico	All	Kuehne+Nagel	Kuehne+Nagel Tel: +52 55 4449 9891 +52 33 2255 6769 +52 33 1609 3245 Contact: K+N PM E-mail : worldmarketpm@kuehne-nagel.com

3. Import Logistics

Morocco	All Ports	Savitransport	<p>ABWAB TTL 358 BOULEVARD MOHAMED V, RESIDENCE EXCELLENCE I, 7EME ETAGE APT 58 CASABLANCA MAROC contact : Bayane Boularbah email: bayane.boularbah@gmail.com email: bbayane@abwabttl.com mob: +212 661 429 422 office : +212 522 300 877 fax: +212 522 300 878 contact : Bayane Boularbah Secondary E-mail: worldmarket@savitransport.com</p>
Namibia	All Ports	Savitransport	<p>Woker Freight Services (pty) ltd 2 THIRD STREET, PO BOX 4 9000 WALWIS BAY Ph. +264 64 2012 027 Fax +264 64 207 680 contact: Mr Philip Coetzee Email: philip.coetzee@wfs.com.na Secondary E-mail: worldmarket@savitransport.com</p>
Pakistan	Karachi	Kuehne+Nagel	<p>Kuehne+Nagel Tel: 92 3431 2023 – 2028 Contact: K+N PM E-mail : worldmarketpm@kuehne-nagel.com CFS Address : Kuehne + Nagel (Pvt) Ltd. Plot# E19 (B), North Western Industrial Zone, Bin Qasim, Karachi, Pakistan</p>
Peru	All Ports	Maersk SCM	<p>MAERSK Peru Ave. Canaval y Moreyra 480, 2nd floor Lima, Peru Tel : (954) 624 1087 Contact: Cesar Higinio / Erick Aguilar E-mail : cesar.higinio@lns.maersk.com; erick.aguilar@lns.maersk.com</p>
Philippines	Manila	Maersk SCM	<p>MAERSK 9/F One E-com center, Sunset Avenue Mall of Asia Complex, Pasay City 1300 Philippines Tel: 63 (2) 9769532 Fax: 63 (2) 799-8262 Contact: Akemi Cruz E-mail : ph.scm@lns.maersk.com; akemi.cruz@lns.maersk.com</p>
Poland	All Ports	Savitransport	<p>Savino Del Bene Poland Sp. z.o.o. Ul. Slaska, 17 81-319 Gdynia Poland Tel: +48 58 767 56 39 Contact: Piotr PryzmontRafal Lewandowski Email: rafal.lewandowski@savinodelbene.com Email: worldmarket@savitransport.com</p>
Portugal	Lisbon	Savitransport	<p>Savino Del Bene Centro Empresarial AAA Rua Ponte da Pedra 240, Edificio Losa, Piso 3 4470-108 Maia Tel: +351 22 999 73 00 Contact: Luis Oliveira Email: luis.oliveira@savinodelbene.com Email: worldmarket@savitransport.com</p>
Senegal	Dakar	Savitransport	<p>DIAMOND SHIPPING SERVICES, Senegal Immeuble Jean Mermoz - 9 , Rue Jean Mermoz BP 50127 Dakar RP (Senegal) Tel: 221 33 8891689 Fax: 221 33 8214499 Mobile: 221 77 6394146 Contact: Mauda Naby NDAW - General Manager E-mail: mauda@dsssenegal.com Email: worldmarket@savitransport.com</p>

3. Import Logistics

Spain	All Ports	Savitransport	Savino Del Bene Spain S.L. Calle Dr. J.J. Dominè, 18A Puerta 2 46011 Valencia Tel: +34 648 181 056 Contact: Jose Quijal Email: jose.quijal@savinodelbene.com Email: worldmarket@savitransport.com
Sri Lanka	Colombo	Kuehne+Nagel	Kuehne+Nagel Tel: +94-772-015279 +94-778-304614 +94 772 015272 Contact: K+N PM E-mail : worldmarketpm@kuehne-nagel.com
Sweden	All Ports	Savitransport	Sonora Dunties str.11, LV – 1013, Riga, Latvia Tel: +371 67718859 Contact: Liene Vanaga Email: liene.vanaga@sonora.lv Email: worldmarket@savitransport.com
Taiwan	All Ports	Maersk SCM	Maersk Taiwan Co., Ltd. 11th Floor, No 2, Tun-Hua S. Road Sec. 1, Taipei 105, Taiwan ROC Phone: 86 8399705733 E-mail: WORLDMARKET.CN@LNS.MAERSK.COM
Thailand	Bangkok / Laem Chabang	Maersk SCM	Maersk Logistics (Thailand)co.,ltd 46TH FL RIVER WING EAST EMPIRE TOWER 1 SOUTH SATHORN RD YANNAWA, BANGKOK 10120 THAILAND Tel : 66 27529272 Contact : Akemi Cruz E-mail: th.scm@lms.maersk.com ; akemi.cruz@lms.maersk.com
Tunisia	Tunis	Savitransport	Savino Del Bene Tunisie S.A.R.L. 08 Rue Claude Bernard, 1002 Tunis Belvédère – Tunisie Ph +216 71 121 036 - Fax +216 71 121 085 Gsm +216 29 566 593 E-mail: sirine.kammoun@savinodelbene.com Web: www.savinodelbene.com Secondary E-mail: worldmarket@savitransport.it
Turkey	All Ports	Savitransport	Savino Del Bene 19 Mayis Cad. Golden Plaza. No:3 Kat:2 34360, Istanbul Turkey Tel: +90 212 395 14 54 Contact: Cihan Cavusl Email: cihan.cavus@savinodelbene.com Secondary E-mail: worldmarket@savitransport.it
Turkey	* Air Only * Izmir Istanbul * Air Only *	DSV Air & Sea	DSV Air & Sea A.S. Akdeniz Cad. No:14, TEV Birsal Is Merkezi Izmir 35580 Turkey Contact: Fatma Guney (Izmir) / Duygu Aydin (Istanbul) Tel: +90 5498034785 / +90 5498140761 Email: fatma.guney@tr.dsv.com / duygu.aydin@tr.dsv.com Group Contact: Air Export Izmir / Air Export Istanbul Email: ExpAir.izm@tr.dsv.com / ExpAir.ist@tr.dsv.com
UK	All Ports	Savitransport	Savino Del Bene 610 River Gardens, North Feltham Trading Estate Feltham, TW14 0RB, UK Tel: +44 (0)208 8448550 Contact: Clara Gonzales Email: clara.gonzales@savinodelbene.com Secondary E-mail: worldmarket@savitransport.it
Vietnam	Hanoi, Haiphong	Kuehne+Nagel	Kuehne+Nagel Tel: +84 986114448 +84 362110187 +84 904592556 Contact: K+N PM E-mail : worldmarketpm@kuehne-nagel.com

3. Import Logistics

Vietnam	Ho Chi Minh City/Da Nang/Quinhon	Kuehne+Nagel	Kuehne+Nagel Tel: 84 916063609 84 937696900 84 902158184 Contact: K+N PM E-mail : worldmarketpm@kuehne-nagel.com
Vietnam	* Air Only * Hanoi * Air Only *	DSV Air & Sea	BRANCH OF PANALPINA WORLD TRANSPORT (VIETNAM) CO., LTD 18th Fl, Peakview Tower, 36 Hoang Cau, O Cho Dua Ward, Dong Da Dis., Ha Noi, Vietnam Tel: +8424 3222 3040 Fax: +8424 3222 3041 Contact: Phuong Hoang E-mail: Phuong.Hoang@vn.dsv.com

4. DOMESTIC LOGISTICS

SECTION 4 IS FOR VENDORS WITH USA FOB POINTS ONLY.

IF YOU ARE AN IMPORT VENDOR WITH A FOREIGN FOB POINT, SECTION 4 DOES NOT PERTAIN TO YOUR COMPANY. IMPORT VENDORS' LOGISTICS INFO IS IN SECTION 3.

TRAILER LOADING

To increase receiving efficiencies, **all domestic items must be loaded as follows:**

- Unless otherwise authorized by transportation@worldmarket.com, **all products must be palletized** on 48in x 40in pallet.
- Load each trailer and group by SKU and by PO. Do not mix POs throughout a trailer. Do not ship partial POs on multiple trailers unless authorized by WMMS Transportation.
- Individual pallet loads must be properly secured with strapping or stretch-wrapping to prevent load shifting.
- Load bracing and/or blocking devices must be used to restrain load from shifting.
- Those vendors that mix POs and/or SKU's throughout a trailer will be charged-back for all sorting costs.

PALLET POLICY

We do not pay for pallets and do not operate a pallet exchange program. All domestic (and approved import) products **must** be shipped on **standard 48in x 40in (122cm x 102cm) 2-way or 4-way GMA pallets, grade B or better, wooden pallets unless prior written approval is granted by WMMS.** Vendors that do not adhere to this policy (such as damaged or wrong size pallets) will be charged back accordingly. This is critical to the safety of our workers and to the integrity of the product.

- Pallets are only to be used for domestic merchandise (excluding some imported food and fragile items).
- The California Air Resources Board (CARB) has introduced a measure to reduce Formaldehyde Emissions from Composite Wood Products. Pallets are included in this measure. Please refer to the following link for complete details: <https://www.arb.ca.gov/toxics/compwood/implementation/faq.htm> Contact QA@worldmarket.com with questions.
- There is no maximum pallet height; however, the corrugated and packaging must be adequate enough for the bottom cartons to sustain the load. Excessive damage and evidence of inadequate packaging or corrugated will be subject to chargeback.
- Pallet weight must not exceed 1,900 lbs.
- Place cartons so they do not overhang the edges of the pallet. No leaning, bulging, or unstable loads permitted
- All cases must be palletized so that shipping labels and carton markings (such as "This Side Up") are visible and should be facing towards the rear door of the trailer for ease of unloading and identification.
- Secure cartons to pallets with stretch wrap.
- Corner posts/edge protectors are required for product not shipped in corrugated cartons only if absolutely necessary for stability.
- No slip sheets are required between each layer unless to separate SKUs or for product stability. A slip sheet need only be placed on top of the pallet if it is necessary for the stability of the boxes.
- If there are multiple POs on a shipment, sort cartons by PO / SKU, making sure that each pallet contains cartons for only one PO. If your carton count is insufficient to build a complete pallet, you may combine multiple items on one pallet by placing slip-sheets/heavy paper dividers between POs/SKU's/Best By Dates so that cartons are clearly segregated.

4. Domestic Logistics

- Only pallets that contain mixed SKUs must be marked with the following on 1 side of each pallet and taped to a box:
 - Purchase Order # (if more than one PO per pallet, list all POs and separate POs on pallet with slip sheet)
 - Number of cartons per SKU on pallet
- SKU # (if pallet contains more than one SKU, list all SKU #'s and separate SKU's on pallet with slip sheet)
- Use the word “mixed” if pallet contains multiple POs/SKU's/Best By Dates.
- If none of the above apply, no pallet markings or placards are required as the carton markings are sufficient.

DOCUMENTATION

Bill of Lading (B.O.L.)

Once a carrier has accepted the load, an auto-generated email containing the BOL will be sent to the vendor's default email address on file

- This email will come from DONOTREPLY@WORLDMARKET.COM so check your spam/junk folders.
- Vendor **MUST** use the World Market BOL that is auto generated.
- If the carrier provides a BOL it **MUST** be used to avoid additional freight charges.

If more than one PO is planned to ship together on the same movement, then all PO #'s must be listed on the same bill of lading along with the movement number. When the driver arrives, all POs must be loaded and shipped together as listed on the BOL. If the driver does not ask for a specific PO that has been routed to ship with other POs on the same movement, then Transportation must be notified at transportation@worldmarket.com before driver is released. If the vendor does not hear back from transportation@worldmarket.com within the hour, the driver can be released, but the Bill of Lading must be marked that specific PO was not picked up due to driver refusing to take PO

Packing List

- Packing lists must be attached to the lead carton. The packing list must include:
- SKU number(s) and PO number(s)
- Carton quantities by PO (units per carton and total units per PO)
- It is no longer necessary to fax a packing list to us prior to shipment.

 **All Domestic Transportation questions should be sent to transportation@worldmarket.com**

FREIGHT COLLECT SHIPMENTS

This section applies to DOMESTIC COLLECT vendors. For freight terms, refer to the FOB point on your Infor Nexus PO PDF. For Collect vendors, shipping warehouse location is listed. For Pre-Paid vendors, respective World Market DC is listed.

NOTE: Collect terms means World Market sends a trucking company to the warehouse to pick-up the P.O; Pre-Paid terms means the vendor arranges to deliver product directly to our two DCs.

Pick-Up Request Policy

Effective, 7/14/21, vendors are required to submit routing via our 3rd party web portal, 3Gtms (<https://tms.traffix.com/web/login>) and should **no longer submit pick-up requests via email to the Transportation mailbox**. A copy of the [3Gtms routing guide](#) can be found on our Vendor Relations website under Forms/Templates. The guide will provide instructions for submitting routing requests via the portal. If you are an existing vendor and do not know your login, please send an e-mail to transportation@worldmarket.com and make sure to provide your Vendor Number and Vendor name as it appears on the Purchase Order. If you are a new vendor and this is your first time submitting a routing request, fill out the “New Vendor Set-Up Form” located on our Vendor Relations site under Domestic Transportation Resources.

4. Domestic Logistics

Once vendors are onboarded with 3Gtms and have submitted routing, the following will take place:

- Vendors will have access to check the status of submitted routing requests in the 3Gtms portal and can view once a carrier has been assigned.
- Once a routing request has been assigned to carrier, an auto generated BOL will be sent to the vendor's default email address on file. Vendors will also have access to print BOLs at this point as well.
- This email will come from DONOTREPLY@WORLDMARKET.COM so check your spam/junk folders

If any edits or changes are needed on a routing request, after it has been submitted on the portal, an email will need to be sent to transportation@worldmarket.com and should include the PO number. It is extremely important to double check your information before hitting submit.

Any questions about this process, contact transportation@worldmarket.com

If prior arrangements have not been made and a PO has been loaded to an incorrect location **OR** freight is labeled incorrectly, which causes a PO to be delivered to the incorrect location, WMMS may refuse the shipment or, accept the shipment and charge the vendor for all expenses associated with shipping the PO to the correct location. *Vendors will be issued an Expense Offset Fee for non-compliance (see section 6).*

All requests for pick up require 72 hours advance notice prior to the ship/cancel date stated on the PO (**Saturday, Sunday and actual ship/cancel date excluded**) and no earlier than **2 weeks** prior to the ship/cancel date stated on the PO (including Saturdays and Sundays). Refer to the **Domestic Routing Request Cheat Sheet** (shown below) guidance on when the Routing Request must be submitted. Note: The ship window start date is not used in this calculation.

Vendors will be issued an Expense Offset Fee for non-compliance (see section 6). Note that time of day does not apply. 72 hours is based on full day increments.

<u>On time</u>	<u>LATE</u>	<u>LATE</u>	<u>LATE</u>	<u>LATE</u>	<u>LATE</u>	Ship/cancel date stated on the PO is on a
If you submit your Routing Request on this day	If you submit your Routing Request on this day	If you submit your Routing Request on this day	If you submit your Routing Request on this day	If you submit your Routing Request on this day	If you submit your Routing Request on this day	
Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday

<u>On time</u>	<u>LATE</u>	<u>LATE</u>	<u>LATE</u>	<u>LATE</u>	<u>LATE</u>	Ship/cancel date stated on the PO is on a
If you submit your Routing Request on this day	If you submit your Routing Request on this day	If you submit your Routing Request on this day	If you submit your Routing Request on this day	If you submit your Routing Request on this day	If you submit your Routing Request on this day	
Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday

<u>On time</u>	<u>LATE</u>	<u>LATE</u>	<u>LATE</u>	<u>LATE</u>	<u>LATE</u>	Ship/cancel date stated on the PO is on a
If you submit your Routing Request on this day	If you submit your Routing Request on this day	If you submit your Routing Request on this day	If you submit your Routing Request on this day	If you submit your Routing Request on this day	If you submit your Routing Request on this day	
Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday

<u>On time</u> If you submit your Routing Request on this day	<u>LATE</u> If you submit your Routing Request on this day	<u>LATE</u> If you submit your Routing Request on this day	<u>LATE</u> If you submit your Routing Request on this day	<u>LATE</u> If you submit your Routing Request on this day	<u>LATE</u> If you submit your Routing Request on this day	Ship/cancel date stated on the PO is on a
Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday

<u>On time</u> If you submit your Routing Request on this day	<u>On time</u> If you submit your Routing Request on this day	<u>On time</u> If you submit your Routing Request on this day	<u>LATE</u> If you submit your Routing Request on this day	<u>LATE</u> If you submit your Routing Request on this day	<u>LATE</u> If you submit your Routing Request on this day	Ship/cancel date stated on the PO is on a
Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday

Pallet Space Requested

Charges for pallet spaces not used on a truck will be applied to the vendor if the shipper loads less pallets than issued on the pick-up request form. Charges are calculated by the price of the load divided by the pallets space planned. For example, a truck that costs \$2,000.00 and is planned for 26 pallets, each pallet space will be charged \$76.92. *Vendors will be issued an Expense Offset Fee for non-compliance (see section 6).*

Detention Charges

Carrier detention will accrue **two hours** after the appointment time. Once detention has started, \$12.50 will be charged for every 15 minute (rounded off) increments until the load has been released. Detention will be approved on the condition that: The carrier provides a Bill of Lading that includes the driver's arrival and departure date and times with a signature by the shipper. If the arrival & departure times match the carrier's request then the detention will be applied. *Vendors will be issued an Expense Offset Fee for non-compliance (see section 6).*

PRE-PAID SHIPPING

This section applies to Domestic Pre-Paid vendors. For freight terms, refer to the FOB point on your Infor Nexus PO PDF. For Pre-Paid vendors, respective World Market DC is listed. For Collect vendors, shipping warehouse location is listed.

NOTE: Collect terms means World Market sends a trucking company to the warehouse to pick-up the P.O; Pre-Paid terms means the vendor arranges to deliver product directly to our two DCs.

Product is to be shipped to the proper DC as indicated on the PO Delivery appointments must be scheduled with the DC **at least 3 days in advance and as much as 2 weeks in advance**. During the months of September through November, we require 5 days advance notice. **Vendors will be charged back for all delivery appointment violations (e.g. detention, storage).**

All requests for delivery appointments for Pre-paid vendors must be submitted on the [DC Receiving Appointment Request Form](#) located on our Vendor Relations website. **Phone calls will not be accepted. Ensure vendor nominated carriers completing and submitting forms are aware they must deliver merchandise up to 3 business days before the receipt date stated on the PO and no later than the receipt date. Failure to comply will result in a late shipping chargeback to the vendor as they are ultimately responsible for delivery.**

Questions should be directed to:

- Stockton DC: sdcc.appointments@worldmarket.com
- Virginia DC: vdc.appointments@worldmarket.com

4. Domestic Logistics

Vendors set up as freight pre-paid (delivering product directly to our DCs) are responsible to deliver POs directly either to our Stockton, CA or Windsor, VA locations as indicated on the PO. WMMS is not responsible for the transport of a PO to the other DC location. For example, orders for Stockton and Windsor cannot both be delivered to our Stockton facility. If this policy is not followed, WMMS may refuse the shipment or, accept the shipment and charge the vendor for all expenses associated with shipping the PO to the correct location. *Vendors will be issued an Expense Offset Fee for non-compliance (see section 6).*

Prior arrangements with a WMMS Buyer and Planner to deliver both POs to only one distribution center for cross docking transport must be made and vendor profile flagged appropriately internally to avoid any transport related chargebacks. Please ensure the correct steps are taken by WMMS to avoid chargebacks.

For cross docking transport, if the incorrect freight is loaded and/or labeled incorrectly, which causes POs to be delivered to the incorrect location, for all expenses incurred with shipping the correct PO to the correct location will be charged back to the vendor.

SHIPMENTS OF LESS THAN 100 POUNDS

PLEASE DO NOT SUBMIT A ROUTING REQUEST IN THE 3GTMS PORTAL

Shipments of less than 100 pounds total may be shipped UPS or FedEx Standard Ground. Vendors are to use the same process to deliver merchandise as described above in the Pre-Paid shipping section. All cartons in the shipment must be aggregated to determine the total weight. UPS or FedEx Standard Ground charges are to be billed as a separate line item on the invoice. If shipping charges are included on an invoice, a copy of the shipping related document/invoice that includes the freight weight and shipment cost is required. If the weight is more than 100 pounds, reimbursement will not be given.

EXPEDITED SHIPMENTS

The WMMS Buyer must authorize all expedited freight services (such as Fed Ex, UPS 2nd day air, etc.) in writing. Any costs for unauthorized expedited shipping will be at the vendor's expense.

ADDITIONAL SERVICES

Any and all charges for additional services performed on the vendor's behalf are the responsibility of the vendor. This includes loading, sorting, etc. If freight terms are collect and an unauthorized carrier is used, any additional costs incurred, above that which we would have paid for the approved carrier, will be charged back. *See section 6.*

HAZARDOUS MATERIALS

The shipment of hazardous materials must comply with all Local, State and Federal Hazardous Materials Regulations. Certification must be marked on the B.L. pursuant to the Department of Transportation Regulations.

SECURITY STANDARDS

Domestic vendors that are selling goods on an "FOB port of entry" basis (i.e. WMMS pulls container from the port) should go to the *Import Logistics section* to view our security standards.

5. ACCOUNTS PAYABLE

OVERVIEW

It is our intent to pay vendor invoices within the agreed upon order payment terms. **To ensure on-time payment**, our Accounts Payable Department (A/P) requires the vendor invoice to meet the requirements as described below (as well as the Customs requirements described in *section 3*). *Vendors will be issued an Expense Offset Fee for non-compliance (see section 6).*

IMPORT DOCUMENTATION

We pay for direct import shipments upon submission of a negotiable on-board document. To ensure there is no delay in matching payment requests to shipment events, we require that invoice copies be submitted to the Consolidator 72 hours prior to the vessel sailing. See *section 3* for more details. The Consolidator will send a complete shipment package to us within 5 days of vessel sailing. Preparation of payments will begin upon receipt of the complete shipment packet. **To obtain payment, vendors must submit the following for each discrete shipment to the Freight Consolidator 72 hours prior to the vessel's scheduled sailing:**


- An accurate and complete **Infor Nexus** generated commercial invoice (see Invoice Requirements in this section and in *section 3*)
- **Infor Nexus** generated packing list and other applicable documentation (see Imports *section 3* for more details)
- Any applicable documentation (see Imports *section 3* for more details)
- **Valid** Passing Quality Assurance test result or WMMS QA Product Disposition Waiver (PD Waiver). Refer to the Supplemental Manuals for complete details.
- **General Certification of Conformity (GCOC)** – A certification, based on a reasonable testing program is required for each shipment of adult and children's products that are subject to a consumer product safety rule, ban, standard or regulation enforceable by the CPSC including **furniture, rugs, candles with metal wicks clothing and cleaning products**. As an import vendor, you must supply WMMS and/or the CPSC with a [General Certification of Conformity](#) for all covered products manufactured. The form is located on our Vendor Relations website under Testing Documents.
- **Third Party Test Certificate** - Toys and children's products must have a Third-Party Test Certificate issued by a CPSIA recognized independent third-party test lab for lead in paint and other surface coatings and small parts. Lead in substrate and phthalates currently do not require a Third-Party Test Certificate, however, must be in compliance with all applicable rules and bans. Therefore, all Toys and children's product must be tested to the WMMS Toy and Children's Product protocols.
- Certification of Fumigation (only for products made from wood or natural fiber materials such as but not limited to furniture, decorative accessories, and baskets).

NOTE: Import invoices, packing lists, and related export documentation should NOT be sent to WMMS A/P directly, unless otherwise requested. Original pasta certificates and original fishery certificates should be sent to our Corporate Logistics department: imports@worldmarket.com.

Import Invoice Requirements

Issue only one invoice per PO Vendors that issue invoices containing more than one PO will be issued an Expense Offset Fee to pay for administrative costs (see *section 6*). To facilitate payment within the PO terms, the following information and specifications are required in English on every merchandise invoice.

- Invoice number – NO DUPLICATE INVOICE NUMBERS
- Invoice date (Cargo Ready Date)
- PO Number and related SKU numbers
- Quantity of each SKU
- Unit cost & extended cost (include unit of currency)
- Shipper's name and address.
- Remit-to address, contact name, phone, fax, and e-mail address
- Same vendor name and address that is on the Purchase Order
- Actual manufacturer's name and physical address (for each SKU)

 **Accounts Payable**
questions can be sent to
accounts.payable@worldmarket.com

5. Accounts Payable

- Remit-to address, contact name, phone, fax, and e-mail address
- Consignee – World Market Management Services, LLC, 1201 Marina Village Parkway, Alameda, CA 94501.
- Destination DC address
- Terms of sale
- Net and Gross Weight and CBM by line item
- Freight allowance, volume discount, advertising allowance or any other discounts or allowances should be identified as individual line items and deducted, if applicable.
- If invoice is being factored, please indicate “FACTORED INVOICE” on the top of the first page.
- Complete and precise item description - basic item, material from which that item is made, and size.
- The country of origin for each SKU (US firms must include a foreign manufacturer’s name and full address)
- When sending replacement parts for product, report as individual line items (every bolt, screw, etc.).
- **NOTE:** Refer to section 3 for invoice requirements related to Customs clearance and other government agencies.

DOMESTIC INVOICES

All domestic invoices are to be sent to WMMS via e-mail **not** through the US Postal System. Send all domestic merchandise invoices to: invoices@worldmarket.com

Domestic Invoice Requirements

Issue only one invoice per PO Vendors that issue invoices containing more than one PO will be issued an Expense Offset Fee to pay for administrative costs (*see section 6*). To facilitate payment within the PO terms, the following information and specifications are required in English on every merchandise invoice.

- Invoice number – NO DUPLICATE INVOICE NUMBERS
- Invoice date
- Consignee – World Market Management Services, LLC, 1201 Marina Village Parkway, Alameda, CA 94501
- PO Number, related SKU numbers, and quantity of each SKU
- Unit cost & extended cost (currency must be in USD)
- Same vendor name and address that is on the Purchase Order
- Shipper's name and address
- Remit-to address, contact name, phone, fax, and E-mail
- Destination DC address
- Terms of sale
- **NOTE:** Vendors shipping merchandise directly to WMMS stores should list the consignee as World Market Management Services, LLC



Invoices must be emailed at the time of shipment to:

invoices@worldmarket.com



Accounts Payable questions can be sent to:

accounts.payable@worldmarket.com

VENDOR PAYMENT

Our terms of payment are Net 60 days from the invoice date. Invoice date should be the same as the actual shipping date. Beverage vendors will be paid in accordance with state laws.

Payment will be made in the currency that was provided by the vendor on the Vendor Setup form. Please note, POs will show USD. While the PO shows USD, you will be paid in the currency you provided on the setup form. For example, your setup form lists payment currency as Euro’s, the PO shows USD, you will be paid in Euro’s. Questions should be sent to the AP mailbox shown above.

Letter of Credit (LC)

LC’s are approved on an exception basis only. If an LC is approved, it will be issued through Bank of America Hong Kong. LC’s are issued 15-30 days before the negotiated ship date and expire 15-30 days after the latest shipment date. All bank fees (other than the issuance) are paid for by the vendors. Vendor requesting an LC must comply with all of the terms and conditions established by WMMS for its LC vendors.

Payment Process - Imports

We will remit payment via wire transfer. Please provide banking information on the *WMMS Vendor Set-Up/Change Form*. Wire transfers are made once per week. Once we have received a shipment packet with complete documents

5. Accounts Payable

(including passing QA test result or *WMMS QA Testing Waiver Form*) from the consolidator, the shipment is approved, and the invoice is processed. We will process the invoice(s) in accordance with the payment terms of each vendor.

Payment process - Domestic

We will remit payment via check or Automated Clearing House (ACH). **The preferred method of payment is ACH.** Please provide banking information on the *WMMS Vendor Set-Up/Change Form*. Checks and ACH payments are processed once per week.

FREIGHT BILLS

When billing for freight, report the freight charges on the merchandise invoice as individual line items and attach a copy of the freight bill.

PAYMENT DEDUCTIONS/CLAIMS

We reserve the right to adjust vendor remittance to include any and all deductions due to non-compliance outlined in this guide. *See section 6 for more details.* All credit balance/claims must be paid within 30 days and may be settled in the following manner (at our discretion):

- We will deduct from future invoice, PO, or wire transfer.
- Vendor to send check or deduct claim from letter of credit

If your company has received a payment deduction and it references a number ending in the letters **VC**, your company's two Infor Nexus PO and remittance contacts received an e-mail notifying your company of the upcoming deduction. It is their responsibility to forward the e-mail to all parties within your company who need to see it which should include your company's accounting department. If you receive a payment deduction ending in the letters VC, and the two contacts we sent the e-mail to (contacts are responsible to manage POs) have not forwarded a copy to the accounting department, contact them directly and request they forward the e-mail to you.

WMMS can only store two company contacts for each account. These contacts are the people who manage issued. The contacts we have on file cannot be accounting contacts as they typically do not have the authority within your company to approve POs. Contact your own sales department if unsure who your two company Infor Nexus contacts are.

Complete details on claims issued ending in the letters VC, can be found in section 6 of this guide. If the deduction does not reference a number ending in the letters VC, you will need to contact accounts.payable@worldmarket.com for details on the deduction.

CHANGES TO VENDOR INFORMATION

Changes due to mergers, acquisitions, Chapter 11 filing, corporate office relocation, or company closures must be communicated to our Accounts Payable Department (accounts.payable@worldmarket.com) in writing on the vendor's company letterhead and signed by a senior officer of your company.

INSURANCE REQUIREMENTS

At a minimum, all vendors, at its own expense, are required to secure and maintain in full force and effect during the term of the agreement the following insurance coverage. Questions can be directed to vendor.guide@worldmarket.com.

Commercial General Liability insurance

- **\$1 million per occurrence**
- **\$2 million aggregate**

Commercial Umbrella

- **\$5 million** (vendors manufacturing or distributing high risk items including furniture, electronics, candles, cookware, any children's item, toys, lighting items, party favors, seasonal decorating & lighting items, costumes, food and beverages)
- **\$1 million** (vendors manufacturing or distributing all other merchandise)

Coverage Compliance

- Vendors must provide WMMS a Certificate of Insurance evidencing Product Liability coverage including bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and not less than \$2,000,000 per general aggregate.
- The coverage and Certificate of Insurance must name World Market Management Services, LLC, its officers, directors, employees, representatives and subsidiaries as Additional Insured per Vendors Additional Insured endorsement or equivalent.
- In the event of cancellation of the policy or reduction below the coverage limits provided, or expiration without renewal, 30 days advance written notice shall be given to WMMS and 10 days advance written notice is required for cancellation due to non-payment of premium.
- For any import vendors who provide WMMS with goods by direct sale (rather than through a US-based importer) the Certificate of Insurance must show that the coverage territory includes the United States. Limits of insurance should also be shown in \$U.S. dollars.
- Certificates are to be e-mailed to your WMMS buyer and riskmanagement@worldmarket.com. The Certificate Holder shall be:

*World Market Management Services, LLC
1201 Marina Village Parkway
Alameda, CA 94501*

6. EXPENSE OFFSET POLICY

OVERVIEW

It is our objective to expedite merchandise processing and reduce handling. When additional handling occurs, we incur additional expense. **Our Expense Offset Policy is intended to directly offset the extra time and labor that we spend correcting vendor errors and is without limitation to our other rights and remedies.** We have gone to great lengths to ensure that these fees are not arbitrary and are intended to meet our needs for cost recovery.

The fees described in this section may not be complete, as additional agreements with the vendor may occur. Most non-compliance related Expense Offset Fees are deducted directly from a future vendor payment. Depending on the method of payment, chargeback details may not be included in detail with your payment. To address this issue, prior to deducting any non-compliance charges, we will send a monthly charge-back recap to your designated Infor Nexus primary and secondary contacts. **It is critical that your dedicated Infor Nexus contacts forward these reports to the appropriate people (Accounting, Operations, etc.).** We may adjust vendor remittance to include any deductions due to non-compliance including (without limitation):

Ref #	On-time Shipping	Expense Offset	Section
1	All shipments made 1-10 days early or late (in relation to our ship window)	\$250 per PO + 10% discount (+ all costs to expedite if applicable)	1
2	All shipments made 11-20 days early or late (in relation to our ship window)	\$250 per PO + 15% discount (+ all costs to expedite if applicable)	1
3	All shipments made 21-30 days early or late (in relation to our ship window)	\$250 per PO + 20% discount (+ all costs to expedite if applicable)	1
4	All shipments made over 30 days early or late (in relation to our ship window)	\$250 per PO + 25% minimum discount or PO cancel	1
Ref #	Purchase Order	Expense Offset	Section
5	Item quantity received over ordered quantity by more than 5% (<i>see note section 1</i>)	\$250 per SKU/PO shipment + 20% discount for units over-shipped (or RTV)	1
6	Item quantity received under ordered quantity by more than 5% (<i>see note section 1</i>)	\$250 per SKU/PO shipment + late shipment charges for units not shipped (if applicable) + costs for DC review if vendor disputes quantities received in error	1
7	Master Pack quantities - not as ordered	\$250 per SKU + cost to re-box (if applicable)	2
8	Inner Pack quantities - not as ordered	\$250 per SKU + cost to re-box (if applicable)	2
9	Product received was not ordered (substitution)	\$250 per SKU + all RTV costs (or Buyer negotiated discount)	
46	Purchase order not accepted in Infor Nexus within 3 business days of receipt	\$250 per PO	1
Ref #	Packaging / Labeling	Expense Offset	Section
10	Packing errors (e.g. cartons not sealed properly, etc.)	\$250 per PO + cost to re-box/sort	2
11	Carton labeling errors (e.g. missing information, poor print quality, failure to follow BOLT requirements, etc.)	\$250 per PO + cost to correct print quality, re-box/sort	2
12	More than one SKU per carton	\$250 per PO + cost to re-box/sort	2
13	Product Label / Ticket errors (e.g. incorrect retail price, barcode does not scan, labels missing)	\$250 per SKU + cost to ticket/re-ticket (if applicable)	2
14	"Best By" dates missing from item, master, or inner pack – Food Vendors	\$250 per SKU + cost to re-label	2

6. Expense-Offset Policy

49	Product net weight displayed differs from originally purchased and agreed upon weight. Notification of change not sent to buying team.	\$1000 per SKU + all incurred costs (inspection, legal fees, fines, rework, etc.)	2, Supplemental Manual
Ref #	Quality Assurance / Testing / Inspection	Expense Offset	Section
15	Violation of U.S. laws, regulations and/or requirements (e.g. weights & measures, Prop 65)	\$250 per SKU + all incurred costs (inspection, legal fees, fines, re-label, etc.)	Supplemental Manual
16a	Quality issues that warrant detailed inspection, re-work, or repair due to poor quality and/or packaging	\$250 per SKU + cost to inspect/repair + cost of non-sellable inventory	Supplemental Manual
16b	Quality issues that warrant further inspection and/or additional labor (e.g. third-party inspection, WMMS Engineering)	\$250 per SKU + cost of inspection and/or labor	Supplemental Manual
16c	Transit Testing not performed prior to shipment - Furniture Vendors and other categories as requested by Buyer	\$250 per SKU	Supplemental Manual
16d	Third Party Testing not completed after an engineering change was completed and/or production was changed to another facility	\$500 per SKU	Supplemental Manual
17	Consumables received with less than optimal shelf life - Food Vendors	\$250 per SKU + item discount (see declining payment scale – page 2-20)	Supplemental Manual
18a	Non-conforming & RTV Merchandise Warehousing	\$250 per SKU + \$20 per pallet/bay month (pro-rated)	1
18b	Disposal of damaged/non-conforming goods	\$250 per SKU + all applicable disposal costs	1,2
43	Incomplete SKU Folder (furniture vendors only)	\$250 per SKU	Supplemental Manual
44	Factory Inspection document not available upon request - (furniture vendors ONLY)	\$500 per PO shipment	Supplemental Manual
45	Failure to obtain approval for furniture assembly instructions - (furniture vendors ONLY)	\$250 per PO shipment	Supplemental Manual
Ref #	Document Submission & Loading	Expense Offset	Section
19a	Valid passing quality test result or QA Testing Waiver Form not submitted at the time of booking. Expired documents and/or partial test reports are not allowed to be used for booking.	\$500 per SKU + expedited lab fees + possible payment hold	Supplemental Manual
19b	GCOC and or 3PTC not included in Consolidator Documentation	\$500 per SKU + expedited lab fees + possible payment hold	Supplemental Manual
19c	Passing quality test result not submitted prior to shipment - Domestic Vendors	\$500 per SKU + expedited lab fees + possible payment hold	Supplemental Manual
19d	Incorrect submission of testing waiver requests	\$250 per shipment	Supplemental Manual
20	Items not loaded by PO, or SKU's not in sequence in container/trailer	\$250 per shipment + cost to sort	3, 4
21	Improperly palletized freight (e.g. SKU's and/or POs not sorted on pallet, substandard pallet quality, exceeds 1,900lb limit)	\$250 per shipment + cost to re-palletize/sort	4
22a	Trailers/containers not braced properly, and cartons have fallen over/insufficient bracing	\$250 per shipment + cost of damages/re-work	3, 4
22b	Incorrect loading – disregard of carton UP arrow	\$250 per PO + all incurred costs (inspection, damages, etc.)	3,4
22d	Incorrect loading – unsafe/unstable load, no desiccants used, (factory loaded containers only)	\$250 per PO + all incurred costs (inspection, damages, etc.)	3,4

6. Expense-Offset Policy

22e	Incorrect loading – not per approved load plan (furniture vendors if applicable)	\$250 per PO + all incurred costs (inspection, damages, etc.)	3,4
22f	Loading of defective merchandise for RTV or re-fumigation (in case of infestation) per occurrence.	\$250 per PO/container + any additional incurred tests	1
Ref #	Booking / Shipping / Delivery	Expense Offset	Section
24	Consolidator booking errors - <i>booked late</i> - Import	\$250 per PO + all freight costs (if applicable)	3
25a	Shipping Order not created in Infor Nexus 10 or more days prior to the PO ship date - Import	\$500 per sku/PO shipment	3
25b	Shipping Order inaccurately created in Infor Nexus – Import	\$500 per sku/PO shipment	3
25c	Infor Nexus Commercial Invoice and/or Packing List not submitted in consolidator packet - Import	\$250 per sku/PO shipment	3
25d	Infor Nexus Commercial Invoice and/or Packing List not submitted correctly - Import	\$250 per sku/PO shipment	3
26	Delivery appointment violations - Domestic pre-paid	\$250 per shipment + excess freight costs	4
27	Pick-up request violations (including PO not available for pick up) request not made at least 72 hours in advance, etc.) - Domestic collect	\$250 per shipment + excess freight costs	4
29	Shipped in violation of FOB / freight terms (e.g. delivery of a PO to the wrong DC location without prior cross dock approval)	\$250 per PO + all freight costs (if applicable)	1
30	Shipping with CHCC Failure	\$250 Per Chemical Failure	Supplemental Manual
31	Sample policy violation	\$250 per SKU + all freight costs	2
32	Unauthorized air/expedited shipments	\$250 per PO + excess freight costs	3
33	All unauthorized carrier accessorial charges (e.g. detention, storage, sorting, re-weight, etc.)	\$250 per shipment + all carrier accessorial fees	4
Ref #	Documentation / Compliance / Invoicing	Expense Offset	Section
34	Documentation not submitted to Consolidator at least 72 hours prior to vessel sailing - Import	\$250 per PO	3
35	No declaration made (e.g. GSP, textile, Plant, etc.) - Import	\$250 per PO	3
36	Invalid, incomplete, or missing bill of lading and/or packing list - Domestic	\$250 per PO	4
37	Invoicing discrepancies (e.g. price higher than PO)	\$250 per invoice	5
38a	Invoice contains more than one purchase order/no purchase order listed	\$250 per invoice	5
38b	Invoicing error (i.e. Vendor name does not match Payee name on invoice)	\$250 per invoice	5
39	Claims not paid within 30 days of notification	\$500 and payment hold	5
40	No Security/CTPAT Questionnaire on file – Import	\$500 and payment hold	3
47	Incomplete FSMA/FSVP documentation - Import	\$500 and payment hold	Supplemental Manual

6. Expense-Offset Policy

48	No Social Compliance Questionnaire on file – Import	\$500 and payment hold	Code of Conduct
Ref #	Miscellaneous	Expense Offset	Section
41	Miscellaneous (errors not captured in #'s 1-40 above)	\$250 per SKU + all incurred costs (inspection, legal fees, fines, re-label, etc.)	

DISPUTE RESOLUTION POLICY

Vendors have 7 calendar days from the date the Compliance Log is e-mailed to your two Infor Nexus contacts to dispute the Expense Offset Fees before they are posted to your account. Notice of any dispute must be received by WMMS within **45 calendar days** from the send date of the email. If the dispute is received after the 45 day period, WMMS will not recognize the dispute. Please allow 30 days for a response from WMMS. You will be notified via email of acceptance or denial of your claim dispute. All disputes must be sent to vendor.guide@worldmarket.com

Dispute Process:

- Use the same subject line as used in the original e-mail notification when sending in a dispute. The subject line lists the applicable month in which the claim was issued which is needed to expedite your dispute.
- Attach a copy of the non-compliance log included in the original e-mail notification.
- Complete and include a copy of the WMMS dispute form included in the original claim notification. Incomplete forms will not be accepted.
- Attach all supporting documentation and all applicable e-mail correspondence to support your dispute.
- E-mail vendor.guide@worldmarket.com.

Please allow 30 days for a response from WMMS. You will be notified via email of acceptance or denial of your dispute. **Do not contact the buyer, assistant buyer, planner, or specialist directly regarding a dispute.**

7. Appendix

WORLD MARKET MANAGEMENT SERVICES, INC. PURCHASE ORDER TERMS AND CONDITIONS

These purchase order terms and conditions apply to every purchase of Merchandise (as defined in Section 1.1 below) from or on behalf of vendors of Merchandise (each a “Vendor”) selling Merchandise to **World Market Management Services, LLC.**, a California LLC (“Purchaser”).

1. FORMATION OF CONTRACT

- 1.1 These purchase order terms and conditions, all referenced documents attached or incorporated by reference, including Purchaser’s then-current Vendor Guide, as updated from time to time by Purchaser, (a complete copy of which Vendor acknowledges having received and reviewed) are referred to collectively as the “Purchase Order.” The term “Merchandise” includes the goods and products described in this Purchase Order together with all sub-materials, labeling, packaging, commercial invoices, all export documentation, and other components to be provided by Vendor under the Purchase Order.
- 1.2 Purchaser shall issue a specific Purchase Order identification or reference number with respect to all sales and deliveries of Merchandise by or on behalf of the Vendor of that Merchandise. Vendor shall be deemed to have accepted a Purchase Order when Vendor confirms acceptance by electronic transmission, or by signature of Vendor or Vendor’s representative, or by Vendor’s commencing manufacture of the Merchandise for Purchaser, or by Vendor’s shipment of Merchandise against that Purchase Order. Vendor acknowledges that this Purchase Order may not have been signed by Purchaser, but nevertheless confirms that this Purchase Order constitutes a valid and legally binding agreement.
- 1.3 The Purchase Order constitutes the entire agreement between Purchaser and Vendor and incorporates all of the representations, promises and statements made in connection with this purchase of the Merchandise. THIS PURCHASE ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN, AND ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS, WHETHER IN A QUOTATION, ACKNOWLEDGMENT, ACCEPTANCE, INVOICE OR OTHERWISE, ARE REJECTED AND SHALL NOT APPLY UNLESS EXPRESSLY ASSENTED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF PURCHASER, NOTWITHSTANDING ANY CONTRARY LANGUAGE PROPOSED BY VENDOR THAT THE ACCEPTANCE OR USE OF, OR PAYMENT FOR, THE MERCHANDISE BY PURCHASER, OR ANY OTHER ACT OR FAILURE TO ACT BY PURCHASER, CONSTITUTES ACCEPTANCE OF ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS.

2. SHIPPING, INSPECTION, AND REJECTION OF MERCHANDISE

- 2.1 Purchaser reserves the right to cancel all or any part of this Purchase Order and to reject all or any part of the Merchandise that fails to conform to the provisions of this Purchase Order or otherwise relates to or involves a breach by Vendor of its obligations under this Purchase Order or any other agreement with Purchaser, including Merchandise that: (a) is shipped before or after the applicable shipping date; (b) fails to be packaged, labeled, marked, loaded, shipped, or delivered properly and in accordance with this Purchase Order; (c) is defective in any manner or not fit for the purpose sold, or varies from the Purchaser-approved final sample or specifications for which the Purchase Order was placed by Purchaser; (d) is the subject of any third-party claim, including for infringement of patent, trademark, service mark, trade dress, trade-name, copyright, design patent, or unfair competition; (e) fails to have

properly completed Country of Origin declarations and testing documents; or (f), is subject to any order or refusal of entry by U.S. Customs and Border Protection or any other U.S. agency that prevents or substantially delays delivery of merchandise into the United States.

- 2.2 Vendor shall inspect all Merchandise before shipment to ensure quality, safety, and conformity with Purchaser-approved final samples and specifications and to ensure that the Merchandise is properly packed and loaded to prevent transit damage and tampering and satisfies all applicable shipping permits, as set forth in the Vendor Guide. Purchaser or Purchaser's agent shall have the right to inspect the Merchandise before shipment and at any time during manufacture, including preliminary, final and random inspections. Any unpacking or handling of Merchandise incident to Purchaser's inspection shall not constitute Purchaser's acceptance.
- 2.3 Purchaser has the right to cancel this Purchase Order for any reason with respect to Merchandise that has not been shipped by giving Vendor reasonable notice of cancellation. If Vendor has not breached any term or condition of this Purchase Order or any other agreement with Purchaser, Purchaser may, at Purchaser's option, either (i) purchase any Merchandise that Vendor produced under this Purchase Order before such cancellation and that was specially manufactured for Purchaser and is not suitable for sale to any other buyer, or (ii) compensate Vendor for reasonable and unrecoverable costs actually incurred by Vendor to obtain or produce Merchandise that Vendor had obtained or produced solely for this Purchase Order before such cancellation. Purchaser shall have no other obligation or liability to Vendor on account of such cancellation.

3. **VENDOR WARRANTIES**

- 3.1 Vendor represents, warrants, and guarantees that Vendor: (i) has the right, power, and authority to enter into and perform under this Purchase Order; (ii) will obtain all permits, licenses and the like as necessary to perform under this Purchase Order; (iii) will comply with Purchaser's Vendor Code of Conduct and Ethics; and (iv) Vendor will comply with all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and codes (collectively, "Laws").
- 3.2 Vendor represents, warrants, and guarantees that all Merchandise sold or provided to Purchaser:
- (i) complies with all Laws (both in the country in which the Merchandise is produced and exported as well as the country and state(s) to which the Merchandise is imported and ultimately sold) relating to its manufacture, processing, packaging, labeling, certification, marking, weighing, inspecting, testing, transportation, quality, exporting, importing, and sale (collectively, for purposes of this Section 3.2, "Applicable Laws"). Without limiting the generality of the foregoing, but as examples only, Vendor represents, warrants, and guarantees that:
 - (a) the weights, measures, sizes, legends, words, and particulars or descriptions, if any, stamped, printed, or otherwise attached to the Merchandise or its containers are true and correct and in compliance with all Applicable Laws;
 - (b) the Merchandise and any accompanying documentation conform and comply with and, where applicable, are registered pursuant to the applicable provisions (as amended from time to time) of the Federal Food, Drug and Cosmetic Act, the Consumer Product Safety Act, the Consumer Product Safety Improvement Act, the Federal Hazardous Substances Act, the Food Safety Modernization Act, the Federal Trade Commission Act, C-TPAT container and packaging requirements, U.S. Customs and Border Protection requirements, Toxics in Packaging Prevention Act, and the provisions of Purchaser's Social Compliance Policy (set forth in the Vendor Guide), and any regulations, guidelines, rules, and administrative and judicial rulings implementing or interpreting any of the foregoing acts or any other applicable state or federal laws or regulations

collectively, “Applicable Laws”. This Purchase Order shall not be subject to the United Nations Convention on Contracts for the Sale of Goods.

- (c) the Merchandise is in full compliance with California Proposition 65 (Calif. Health & Safety Code 25249.5-25249.13) and its implementing regulations (22 Calif. Code Reg. § 12000 et seq.), including that the Merchandise does not contain chemicals known to the State of California to cause cancer or reproductive harm in levels requiring a warning, or is labeled with an appropriate warning. Notwithstanding Title 27 of the California Code of Regulations, Article 6, § 25600.2(b) and (e)(4), Vendor will be responsible for complying with Proposition 65. World Market will not accept written notice and warning materials pursuant to § 25600.2(b) except pursuant to a separate written agreement between World Market and the Vendor. Notwithstanding § 25600.2(e)(4), Vendor agrees to pay any and all penalties, settlement payments, attorneys’ fees and costs resulting from any allegation that the Merchandise violates Proposition 65.
 - (d) the Merchandise is produced in compliance with all current and later adopted laws of the exporting country and the country in which the goods are produced governing child and involuntary labor
 - (ii) is a fit and safe for the purposes for which the Merchandise may be used and for the ordinary purposes for which the Merchandise is manufactured, (b) is merchantable, (c) is free from defects in workmanship and materials, (d) is of good quality and adequately and correctly packaged, labeled, and loaded in conformance with all shipping terms of sale, and (e) meets each final specification and sample approved by or on behalf of Purchaser and Vendor for the Merchandise covered by this Purchase Order;
 - (iii) all food product Merchandise will be delivered with a reasonable shelf life remaining as agreed upon in advance by Purchaser and Vendor based on the type and nature of the product, and will have legibly printed on all packages coding information according to a coding method agreed upon in advance by Vendor and Purchaser;
 - (iv) conforms to the terms of any applicable express or implied warranty under the laws of the state(s) in which Purchaser sells the Merchandise;
 - (v) complies with the provisions of the Vendor Guide;
 - (vi) does not and will not violate, misappropriate, or infringe any United States or foreign patent, trademark, service mark, trade dress, trade-name, copyright, design patent, right of publicity, or any other third-party right anywhere in the world; and
 - (vii) is transferred with good title; that such transfer is lawful, and that the Merchandise is delivered free from any security interest or other lien or encumbrance.
- 3.3 In addition to compliance with Purchaser’s Vendor Code of Conduct and Ethics, and without limiting the obligations of such compliance, Vendor specifically represents, warrants, and guarantees that:
- (i) with respect to the payments Vendor has received and will receive from Purchaser in relation to this Purchase Order: (a) all such payments are solely in satisfaction of Purchaser’s obligations to Vendor arising out of this Purchase Order; (b) no such payment will be used in whole or in part to finance any illegal activities or otherwise contravene Laws, including anti-money laundering laws and regulations, or in any manner in whole or in part that violates any U.S. anti-corruption law, including the Foreign Corrupt Practices Act of 1977 (“FCPA”), as amended, 15 U.S.C. §§ 78dd-1, et seq.; Law of the U.S. or any other nation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business or other applicable conventions, or any other applicable anti-corruption law; and (c) no such payment will be directly or indirectly

offered or given, or used to procure or offset any item of any value to be offered or given, to any government official for the purpose of obtaining or retaining business for any person, or to secure an improper advantage for such purpose;

- (ii) neither Vendor nor its affiliates, nor any of their respective current or former directors, executives, officers or employees (a) has, directly or indirectly, paid or given, or offered, promised or authorized the payment or gift of, anything of value to any official, employee or person acting on behalf of any government, governmental agency or instrumentality, government-owned entity or public international organization, or any political party, party official or candidate for public office, or any employee of any customer or supplier in contravention of the laws of any jurisdiction, or (b) has violated or is violating any provision of the FCPA or any applicable law implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business, or any other applicable anti-corruption law;
- (iii) neither Vendor nor its affiliates, nor any of their respective directors, executives, officers or employees has or will take any actions that draw negative publicity to their brand and Merchandise in a way that detrimentally impacts the ability of Purchaser to sell the Merchandise;
- (iv) All payments to any agents, consultants, and others made by Vendor or other persons or entities in connection with the business of Vendor have been in payment of bona fide fees and commissions and not as bribes, kickbacks, or otherwise illegal or improper payments. All such payments have been made directly to the parties providing the goods or services for which such payments were made, and no such payment has been paid in a manner intended to avoid currency controls or any party's tax reporting or tax payment obligations; and
- (v) Vendor will report immediately to Purchaser any violation or request to violate the foregoing anti-corruption provisions.
- (vi) Vendor will ensure compliance with WMMS's Vendor Code of Conduct, CTPAT Minimum Security Criteria and policies for proof of compliance. Vendors certify that their factories are authorized to perform self-assessments and to report the results on Vendor's behalf directly to the Vendor's Agent and/or World Market. Any Vendor factory producing for World Market that has undergone a third-party audit and has outstanding remediation issues must address those within 90 days or the specified timeframe dictated by the certifying body for audit completion. World Market expressly reserves all rights and remedies for any failure to comply with this provision.

3.4 **PROPRIETARY INFORMATION AND MATERIALS**

Purchaser may provide Vendor with information and materials for use in developing products for Purchaser. Such information and materials include, but are not limited to, product concepts, research, trends, designs, drawings, plans, prototypes, ingredients, specifications, inventions, systems, processes, methods, trade secrets, art work, graphics, packaging, names, titles, advertising, and marketing (the Proprietary Information and Materials"). All of the Proprietary Information and Materials that Vendor receives from Purchaser or its agents belong exclusively to Purchaser.

As a condition to entering into this Agreement, Vendor agrees:

- (i) not to use the Proprietary Information and Materials for any purpose other than designing, manufacturing and supplying products to Purchaser;
- (ii) not to sell to anyone other than Purchaser any products containing, or developed from, the Proprietary Information and Materials; and
- (iii) to keep the Proprietary Information and Materials confidential. Specifically, Vendor agrees not to disclose the Proprietary Information and Materials to any third parties other than as required to fulfill its obligations to Purchaser, and in particular, not to disclose the Proprietary Information and Materials to any of Vendor's other clients or customers, or to

use or display the Proprietary Information and Materials in Vendor's show room or in any other manner.

At the conclusion of Vendor's work for Purchaser, or at Purchaser's request, Vendor agrees to return the Proprietary Information and Materials, including all copies and summaries, or at Purchaser's request, to destroy and confirm destruction of the same.

4. LATENT DEFECTS

- 4.1 If any Merchandise delivered by Vendor and accepted by Purchaser is thereafter discovered to be nonconforming to the terms of this Purchase Order or the Vendor Guide, or otherwise defective, whether such defect or nonconformity is discovered by Purchaser or by third-party transferees of such Merchandise, Purchaser shall be entitled to revoke acceptance of such nonconforming Merchandise and exercise any or all of its rights and remedies available to Purchaser, including as stated in Section 5 of this Purchase Order. In no event shall any payment to Vendor by Purchaser constitute acceptance of nonconforming Merchandise or other waiver of rights. The foregoing liability of Vendor for defects, latent or otherwise, shall be continuing in nature.

5. REMEDIES ON DEFAULT

- 5.1 At Purchaser's request, given or withheld in Purchaser's sole and absolute discretion, Vendor shall immediately remedy or cure to Purchaser's satisfaction, any nonconformity in the Merchandise and/or any Vendor breach of any of its obligations under this Purchase Order. If Vendor fails to immediately remedy or cure any such breach upon Purchaser's request, Purchaser may cancel this Purchase Order with respect to such Merchandise without any liability to Vendor. Purchaser also reserves the right, with or without notice to Vendor and in Purchaser's sole and absolute discretion, to undertake or cause performance of the unperformed obligation or omission and receive from Vendor full and prompt reimbursement for the cost of such performance, and to remedy all or any part of any such nonconformity or other breach by selling or disposing of the Merchandise at prices determined by Purchaser, and/or by making repairs to such Merchandise, and by charging Vendor for Purchaser's actual labor costs, material costs, overhead, and costs of returning or disposing of the Merchandise, including the cost of retail price markdowns and lost sales.
- 5.2 If Purchaser rejects all or part of the Merchandise, Purchaser may, at its option, (a) return all or part of the Merchandise to Vendor (at Vendors expense), whereupon Vendor shall immediately refund to Purchaser any part of the Merchandise price, together with all costs incurred by Purchaser in connection with rejection of nonconforming Merchandise, including, without limitation, the costs of inspection, packaging, transportation, duty, handling, and storage, or (b) accept all or part of the nonconforming Merchandise and reduce the price payable to Vendor by the amount of the decreased value of the Merchandise and by any lost sales and other damages. If Purchaser elects to reject the nonconforming Merchandise under clause (a) above, Purchaser shall be entitled, at Purchaser's option, to demand delivery by Vendor of conforming Merchandise to replace the Merchandise rejected by Purchaser (without regard to the uniqueness of the Merchandise or the availability of substitutes) or to cancel the Purchase Order. If Purchaser accepts all or part of the Merchandise under clause (b) above, Purchaser shall deliver to Vendor a written statement of total price reduction for such nonconforming Merchandise and the amount of lost sales and other Purchaser damages attributable thereto, which aggregate amount shall be immediately payable to Purchaser by Vendor. If Purchaser elects to reject any nonconforming Merchandise, Purchaser shall also be entitled to demand prepayment by Vendor of all amounts payable to Purchaser in respect of such nonconforming Merchandise, including an immediate refund of any part of the Merchandise price theretofore paid for such nonconforming Merchandise and payment of all costs incurred (or to be incurred) by Purchaser in connection with the rejection of nonconforming Merchandise, including, without limitation, the costs of inspection, packaging, transportation, duty, handling, and storage, and Vendor agrees to remit the same to Purchaser immediately upon receipt of Purchaser's written statement of the amount payable.

- 5.3 In the event of a default or violation of any provision of the Purchase Order, Purchaser may exercise all rights and remedies available under law or the Purchase Order, to redress such default or violation. Purchaser, at Purchaser's option, may reduce the amount otherwise payable by Purchaser to Vendor, either pursuant to the Purchase Order or pursuant to any other transaction between the parties ("Set Off"). If Purchaser elects not to exercise its right of Set Off (or if this remedy does not fully satisfy the amount due), Vendor shall pay the full amount of its outstanding obligation to Purchaser immediately upon receipt by Vendor of Purchaser's statement of the amount due or, Purchaser may, automatically deduct those chargebacks from the Vendor payment.
- 5.4 If Vendor breaches any of its obligations under this Purchase Order, Purchaser shall be entitled to cancel or suspend its performance (in whole or in part) of any other purchase order and recover all damages, costs, and expenses including attorneys' fees that may result, whether directly or indirectly, from such breach. Purchaser reserves the right to withhold any payments due to Vendor, without penalty or forfeiture, until all disputes, whether or not related to the Purchase Order and whether or not existing or arising in the future between Purchaser and Vendor, are settled. In the event a legal action is filed or claim is made against Purchaser that relates to Vendor's product, including but not limited to claims or actions alleging intellectual property infringement or personal injury or death, Purchaser may place a hold on Vendor's account equal to Purchaser's good-faith estimate of its exposure for the claims, and may keep such hold in place, at its sole discretion, until the claim or action is resolved. Purchaser may also, in its sole discretion, place a temporary hold on amounts due Vendor in an amount equal to the actual/estimated value of any allowance or rebate negotiated by the parties, including but not limited to any guaranteed sale or markdown, in order to ensure the availability of funds to cover such allowance or rebate.
- 5.5 No remedy conferred upon or reserved to the Purchaser under this Purchase Order is intended to be exclusive of any other remedy under this Purchase Order or by law, but each shall be cumulative and shall be in addition to every other remedy given under this Purchase Order or now or hereafter existing at law or in equity.

6. RECALLS

Where Purchaser or Vendor has good cause at any time to believe that any Merchandise contains defects or hazards which could create a risk of harm to any person or property, does not comply with Applicable Law, or is otherwise materially nonconforming, upon Purchaser's request, Vendor shall, at Vendor's expense, promptly locate, identify, and recall any such Merchandise, whether in the possession of Purchaser or Purchaser's customers.

In the event any Merchandise is the subject of a recall (which includes safety notices) initiated by Purchaser, Vendor, or a government or consumer protection agency, Vendor shall be responsible for all costs and expenses associated with the recall or notice and shall reimburse Purchaser for all costs and expenses incurred by Purchaser related to the recall or safety notice, including testing, recalling, handling, shipping, and/or destroying the Merchandise (and where applicable, any products with which the Merchandise has been packaged, consolidated, or commingled), penalties, including refunds to customers and payment to Purchaser for its net landed cost of unsold Merchandise, and lost sales and profits.

7. INTELLECTUAL PROPERTY

Purchaser grants Vendor a limited license to use Purchaser's trademarks only on Merchandise sold and delivered to Purchaser pursuant to this Purchase Order and for no other Merchandise or purpose. Vendor shall protect any and all intellectual property rights (United States or foreign patent, trademark, service mark, trade dress, trade-name, copyright, design patent, right of publicity, and other proprietary rights) of Purchaser, including, but not limited to, Cost Plus, World Market, Cost Plus World Market, World Market Rewards, World Market (Design), World Grill, Asian Passage, Bay Market Kitchen, Market Classics, Asian Passage (Design), Zinfatuation, Electric Reindeer, Cab-u-lous, Crossroads, Craft by World Market, World Market Cafe, One World, One Store, Soiree, and Unique, Authentic and Always Affordable, by using such rights only as expressly permitted by Purchaser. Any and all designs, patterns, graphics, marks and other artwork ("Intellectual Property") used in connection with the

Merchandise, shall be and remain the sole and exclusive property of Purchaser, and Vendor may not use any such Intellectual Property without the express written consent of Purchaser, whether in the U.S. or worldwide. Vendor also agrees that it shall not sell any Merchandise bearing the Intellectual Property except as provided for in said Purchase Order(s).

8. INDEMNITY

Vendor agrees to indemnify, defend (with legal counsel approved by Purchaser, such approval not to be unreasonably withheld), and hold harmless Purchaser and its parent, affiliates, and their respective employees, agents, and representatives (“Purchaser Indemnitees”) from and against any and all actual and threatened claims sounding in contract, tort, strict liability, or otherwise, demands, causes of action, liabilities, judgments, penalties, awards, settlements, losses, costs, damages, and/or expenses in law or equity (including, attorneys’ fees, professional, expert or consultant fees, investigative costs and costs of appeal and enforcement of this provision) of every kind and nature (“Claims”) whether arising during or after the performance of this Purchase Order to the extent the Claims arise directly or indirectly out of or relate to, or are alleged to arise out of or relate to:

- (i) the failure of the Merchandise to conform to the provisions of this Purchase Order, any breach of any of Vendor’s representations, warranties, or agreements under this Purchase Order, or with respect to Vendor’s performance or failure of performance of the terms of this Purchase Order;
- (ii) any actual or alleged death or injury to any person, damage to any property, or any other damage or loss claimed to result in whole or in part from the Merchandise or any actual or alleged defect or product liability in the Merchandise;
- (iii) any actual or alleged active or passive negligence, strict liability, or intentional misconduct of Vendor in whole or in part (and anyone directly or indirectly employed by Vendor, or anyone for whose acts Vendor may be liable);
- (iv) any actual or alleged infringement by Vendor or by the Merchandise of any rights of third parties, including, without limitation, patent, trademark, service mark, trade dress, trade-name, copyright, design patent, right of publicity, or other proprietary rights; or
- (v) any actual or alleged violation of any Applicable Laws.

9. EXCLUSION OF DAMAGES

PURCHASER SHALL NOT BE LIABLE TO VENDOR, WHETHER IN CONTRACT, TORT, PRODUCT LIABILITY, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS AND LOSS OF GOODWILL) RELATED (i) IN ANY WAY TO THIS PURCHASE ORDER, (ii) TO ANY CANCELLATION OR TERMINATION OF THIS PURCHASE ORDER BY PURCHASER, OR (iii) TO PURCHASER’S PERFORMANCE, OR FAILURE OF PERFORMANCE, UNDER THIS PURCHASE ORDER, WHETHER OR NOT PURCHASER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES.

10. INVOICES AND DISCOUNTS

- 10.1 Upon shipment and in a timely manner, Vendor shall provide a commercial invoice to Purchaser. The invoice must reference the original Purchase Order number, the quantity and description of items shipped, both the unit and total price for each item, quota allocations, and, where required, a valid export visa setting forth the correct quota category and quantity in category units as may be necessary to secure importation of the Merchandise to the United States. All charges must be stated in United States dollars, unless the terms of the original Purchase Order provide for payment in foreign currency. Any discounts or previously authorized additional charges shall be explicitly noted and itemized. The prices on any Purchase Order are not subject to any increase or additional

charges because of increased costs, any change in Applicable Laws, or any other reason. Purchaser will not pay for packaging, labeling, loading or draying, or for packing cases, reels, drums, or other extras, unless otherwise specified by the express terms of this Purchase Order. Purchaser reserves the right to remit payment to Vendor for Merchandise through a Buying Agent, who will remit payment to Vendor at Purchaser's direction.

- 10.2 In the event of foreign shipments sold on an "ex factory" or "FOB basis" (or other sales terms obligating Purchaser to act as the Importer of Record), Vendor's invoice shall also be in full compliance with any applicable regulations of the U.S. Department of Customs and Border Protection, all other Applicable Laws, and all requirements specified in Purchaser's Vendor Guide.

11. ADEQUATE ASSURANCES

When reasonable grounds for insecurity arise with respect to Vendor's performance under this Purchase Order, Purchaser may demand adequate assurances of due performance in writing and may suspend its own performance beginning five (5) days after delivery of such written demand, and continuing until Purchaser receives adequate assurances. Vendor's failure to provide such assurances of due performance as are adequate under the circumstances, within a reasonable time not exceeding five (5) days, shall constitute a breach of Vendor's obligations under the Purchase Order.

12. CHOICE OF LAW/DISPUTE RESOLUTION

The laws of the State of California and United States of America will govern the validity, construction, and performance of this Purchase Order without regard to the conflicts of law provisions thereof. Any claims or actions relating to this Purchase Order shall be determined by arbitration administered by: (i) for United States domiciled Vendors, the American Arbitration Association in accordance with its Commercial Arbitration Rules and (ii) for Vendors domiciled outside the United States, the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. All disputes shall be heard by a single arbitrator. The place of arbitration shall be in Alameda County, California United States. The language of the arbitration shall be English. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of (all/both) parties. The arbitrator will award to the prevailing party, if any, as determined by the arbitrator, all of its Costs and Fees. "Costs and Fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, and out-of-pocket expenses, such as copying, telephone, court costs, witness fees and attorneys' fees. The award rendered by the arbitrators will be final and specifically enforceable under applicable laws, and judgment may be entered upon it in any court having jurisdiction thereof. Neither Party will appeal the award nor seek review, modification, or vacation of the award in any court or regulatory agency. The foregoing, however, shall not preclude the parties from applying for any preliminary or injunctive remedies available under applicable laws for any purpose..

13. THIRD PARTY BENEFICIARIES

World Market Management Services, LLC and its parent and affiliates are express, intended third-party beneficiaries of all of Purchaser's rights and remedies under this Agreement with full rights to enforce for and on their own behalf all of Purchaser's rights and remedies under this Purchase Order to the same extent as if they had entered into this Purchase Order with Vendor as a signatory party. Except with respect to the rights of World Market Management Services, LLC and its affiliates as third-party beneficiaries of Purchaser's rights and remedies under this Purchase Order, nothing in this Purchase Order is intended to confer any rights or remedies under or by reason of this Purchase Order on any persons other than the parties to it and their respective successors and permitted assigns.

14. GENERAL PROVISIONS

- 14.1 This Purchase Order (including the referenced documents attached or incorporated by reference, all of which are incorporated into this Purchase Order in full by this reference) constitutes the entire agreement between the parties and supersedes all previous communications, agreements, promises, representations, understandings, and negotiations, whether written or oral, between the parties with respect to the Merchandise. This Purchase Order may only be amended in a writing signed or acknowledged by an authorized representative of both parties. Notwithstanding the foregoing, Purchaser reserves the right to amend the terms of this Purchase Order from time to time either in writing, by providing amended terms in a purchase order, posting updated [terms and conditions](#) on the Vendor Relations website or by electronic transmission including email. Vendor's continued performance of its obligations under a Purchase Order without objection to Purchaser in writing within ten (10) days after receipt of such amendment shall constitute Vendor's acceptance of those amended terms and conditions.
- 14.2 Neither this Purchase Order nor any obligations under this Purchase Order may be assigned, transferred, or delegated by Vendor (whether by operation of law, merger, acquisition, or otherwise) to any party whatsoever and any purported assignment, transfer, or delegation without Purchaser's consent shall be void and shall constitute a breach of this Purchase Order by Vendor. This Purchase Order shall be binding on, and inure to the benefit of, the parties and their successors and permitted assigns. If any part or provision of this Purchase Order is determined to be invalid or unenforceable, the remainder of this Purchase Order shall be enforceable and shall in no way be invalidated. No failure by Purchaser to demand strict compliance with all of the requirements of this Purchase Order (including, without limitation, any acceptance by Purchaser of nonconforming Merchandise or delayed deliveries) or to exercise any rights or remedies provided under the provisions of the Purchase Order or otherwise available to Purchaser, shall constitute a waiver by Purchaser of its right to demand strict compliance with such requirements or to exercise such rights and remedies to their full extent in connection with any subsequent failure of Vendor to comply with the requirements of this Purchase Order, whether similar or dissimilar in nature to the prior failure. All provisions of this Purchase Order which may reasonably be interpreted or construed as surviving the completion, expiration, termination, or cancellation of this Purchase Order, including Sections 1 through 14, inclusive, shall so survive. No remedy conferred upon or reserved to the Purchaser under this Purchase Order is intended to be exclusive of any other remedy under this Purchase Order or by law, but each shall be cumulative and shall be in addition to every other remedy given under this Purchase Order or now or hereafter existing at law or in equity.
- 14.3 Vendor shall accept each Purchase Order by clicking on the "accept" button in the electronic PO delivery system ("Signature"). Vendor agrees that any such Signature in the PO or in any transmitted document shall be sufficient to verify that Vendor accepts such document and shall be a legally binding and enforceable commitment of Vendor.

15. TIME OF THE ESSENCE

Time is of the essence in respect to all provisions of this Purchase Order.

* * *

VENDOR CODE OF CONDUCT

World Market Management Services, LLC and its subsidiaries and affiliates (from hereinafter referred to as the "Company") are committed to developing relationships with Vendors and Buying Agents who share common principles of social responsibility.

Accordingly, Vendors and Buying Agents (for purposes of this Code hereinafter collectively referred to as "Vendor(s)") must follow the Company "Code of Conduct", which details policies pertaining to child labor, involuntary labor, disciplinary practices, non-discrimination, health and safety, environmental protection, wages and benefits, working hours, employee relations, and other matters. Vendors are expected to educate their employees

about the standards and practices contained in the Code of Conduct. In addition, the Vendor is responsible for providing the Code of Conduct to each of their suppliers and subcontractors and requiring that they abide by the standards and practices there in. Vendors should translate the Code of Conduct to local language. The Company reserves the right to revise the Code of Conduct at any time, and will apprise Vendors of any such revisions.

Compliance with Laws

Vendors and their designated manufacturing facilities must fully comply with all applicable national and/or local laws and regulations, including but not limited to those related to labor, immigration, health and safety, and the environment.

Child Labor

Vendors shall not use child labor. For purposes of this Code, “Child” means being of the age for compulsory schooling and, in any case, shall not be less than 15 years. If any country or locality of production or export has a more restrictive definition of child labor, then that more restrictive definition applies. Vendors must verify the age of their workers and maintain copies of their workers’ proof of age. Vendors must follow all applicable laws and regulations regarding working hours and conditions for minors.

Involuntary Labor

Vendor shall not use involuntary labor. “Involuntary Labor” is defined as work or service which is extracted from any person under threat or penalty for its non-performance and for which the worker does not offer himself or herself voluntarily, and includes all manner of prison, bonded, indentured and forced labor.

Involuntary Labor, Human Trafficking and Slavery

Vendors shall not use involuntary, forced, bonded or indentured labor. Vendors must ensure that all work is done on a voluntary basis and not be subject to any exploitation such as forced, bonded and indentured labor, or sexual exploitation. Vendors shall not engage in the recruitment, transportation, transfer, harboring or receipt of persons, by means of threat or use of force. Workers shall not be subject to any forms of coercion, fraud, deception, or giving up control of their person to another for the purpose of such exploitation.

All vendors’ operations, subcontractors’ operations, and all supply chain operations must procure all raw materials and/or components for products all the way up the supply chain solely from sources that do not utilize forced labor or engage in human trafficking. Vendors need to be aware of indicators of involuntary labor and actively address them. Procedures are required to be in place to consistently monitor for signs of trafficking and exploitation, particularly where your business includes vulnerable populations such as migrants, women, and young people.

Workers shall not be mandated to work overtime hours or complete production quotas that result in a violation of legal working hour requirements. Workers shall maintain possession or have control of personal identity and travel documents. Workers’ freedom of movement shall not be restricted, nor shall Workers be prevented from terminating employment. Wages shall not be withheld except as mandated by law. Workers must be given clear, understandable communication regarding the terms and conditions of their engagement including wages, hours, days off and benefits, in a language understood by the Worker, and a written contract where required by local law. Vendors may engage third party employment agencies to assist with the recruitment of workers at Vendors’ cost and expense. In no event shall a worker, directly or indirectly, pay for the services of the employment agency, make any payment as a condition of employment, or have wage deductions or withholdings otherwise passed on to the Worker. Under no circumstances should the vendors demand to keep workers travel documents.

Hiring, Employment and Disciplinary Practices

Vendors must implement hiring practices that accurately verify workers’ age and legal right to work in the country prior to employment. Work permits, as applicable, and copies of government issued identification documents must be maintained in the personnel files of all workers.

Vendors shall employ workers solely on the basis of their ability to do the job and shall not discriminate on the basis of age, gender, racial characteristics, maternity or marital status, sexual orientation, nationality or cultural, religious or personal beliefs in relation to hiring, wages, benefits, or termination.

7. Appendix

Vendors shall treat all workers with dignity and respect. Factories shall not use corporal punishment or any other form of physical or psychological coercion or intimidation against workers.

Health and Safety

Vendors shall provide workers with a clean, safe, and healthy workplace in compliance with all applicable laws and regulations.

The work environment must be safe and sanitary to ensure there are no unreasonable risks to the health and safety of all workers. Factories must implement procedures and safeguards to prevent accidents and injuries to workers; procedures and safeguards include, but are not limited to, inspection of buildings, machinery, and fire extinguishers. Regular and recorded health and safety training shall be provided for all new or reassigned workers and management.

Vendors shall provide workers access to clean drinking water, sanitary washing facilities, and an adequate number of hygienic toilets.

Aisles, exits, and stairwells must be kept unblocked and unlocked at all times. Appropriate and sufficient fire safety equipment, emergency lighting and fire alarms must be in place. Evacuation plan must be posted on key locations for workers to see and evacuation paths must be clearly marked on the floors and walls. Fire drills must be conducted once every 6 months.

The workplaces must have adequate lighting and ventilation.

Vendors must maintain appropriate chemical safety ensuring proper chemical storage, eye wash stations, and Personal Protective Equipment for workers, as applicable.

Environmental Protection

Vendors should ensure that every manufacturing facility complies with environmental laws, including all laws related to waste disposal, air emissions, discharges, toxic substances, hazardous waste disposal, environmental permits, and registrations as well as procedures for notifying local authorities in the event of an environmental accident resulting from the Vendor's operations.

Factories must take steps to ensure that all input materials and components were obtained from permissible sources consistent with international treaties and local laws and regulations. Appropriate and adequate environmental training should be provided to all workers and management.

Wages and Benefits

Vendors shall provide wages and benefits that comply with all applicable laws and regulations, or the prevailing local manufacturing or industry rates, whichever is higher. Workers must be given breaks mandated by law during their work period. Overtime pay shall be calculated at the legally required rate. Factories must compensate all workers in accordance with the law and where applicable with contractual agreements. All wages must be paid directly to the worker not a third party. Workers must be provided with written and understandable details regarding their employment and compensation and must receive a wage slip to confirm payment of wages and benefits.

Working Hours

Vendors shall not require workers to work, including overtime, more than 60 hours per week or more than any maximum number of hours per week established by applicable laws and regulations, whichever is less. Unless extraordinary circumstances exist, Vendors shall guarantee that workers receive at least one day off during each seven day period.

Employee Relations

Vendors shall respect the right of workers to take advantage of any applicable laws allowing employees to freely associate.

Dormitories and Canteen

Factories that provide residential and dining facilities for their workers must provide safe, healthy, and sanitary facilities. All areas of the dormitory facilities shall be kept secure, clean and have safety provisions (such as fire extinguishers, first aid kits, unobstructed emergency exits, emergency lighting, etc.). Emergency evacuation drills shall be conducted at least once a year. Additionally, Factories shall provide appropriate washroom facilities, including adequate toilets and showers segregated by gender. The facility should also have security measures to protect employees and their property. Dormitories must be in compliance with all housing laws and regulations, occupancy requirements, and health and safety laws. Workers must be free to leave their dormitories as and when necessary.

Legal Requirements

Vendors shall comply with all legal requirements applicable to the conduct of their businesses, including those set out above. All vendors operations must have a valid business license in place.

WORLD MARKET®

World Market Management Services, LLC

CONTACT LIST

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7. Appendix

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