

## **Partner Guide**

Please visit the Anna's Linens' website for updates:

b2<u>b.annaslinens.com</u>

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## A Letter from Alan

Dear Vendor Partner,

As you know our vendor/supplier relationships have always been a very valuable part of our business. We recognize the important role our partners play in achieving our goal of being the retailer of choice for home decor by satisfying customer expectations concerning selection, convenience, and value. In fact, the very first line of our Anna's Linens' Mission Statement clearly defines that we are to "treat our business partners with respect and dignity every day." Maintaining these strong partnerships with partners allows us to ensure customer expectations and/or requirements are met for the success of our partners and our company.

We have made substantial technology and human investments to improve our supply chain to meet and exceed our stakeholders' expectations. With an expanded emphasis on technology, it is more important than ever that we work efficiently together with our partners. Through the effective use of Universal Product Codes (UPC), Electronic Data Interchange (EDI), Voluntary Inter-industry Commerce Standards (VICS), and the GS1 US (formerly the Uniform Code Council) standards Anna's Linens will be able to shorten its lead times ensuring an expedited flow from partners to the selling floor, better management of inventories, increased sales, and enhanced customer service. This, in turn, will allow us to continue to build a more successful and mutually profitable partnership with our suppliers.

For these reasons, we have developed Anna's Linens' *Partner Guide* to outline those policies and procedures for our vendor partners. The Guide is a comprehensive reference source that provides the partner with the basic policies and procedures for conducting business with Anna's Linens. By stating the company's requirements clearly, we hope to help our partners successfully meet the standards we have established.

This Guide contains new material and supersedes any information you may have received under a separate cover. When changes are made to any of the requirements contained within the Guide, you will be notified in advance of the new expectation and compliance deadline.

You will find an updated chart of the Expense Offset amounts at the back of this document that will go into affect on March 1, 2007. My direction in developing the expense offset amounts for compliance violations was to recoup only the added costs and lost sales incurred for each violation. To this end, buyers do not have the authority to approve exceptions to any of the policies established in these guidelines.

The success of these policies and procedures depends upon mutual and regular communications. We encourage you to work closely with the Anna's Linens to develop a thorough and expeditious plan to comply with these policies and procedures. If after consulting the Guide you have questions regarding the requirements, please contact our Partner Compliance Department. Additional copies of the Guide can be accessed via the Internet at: <u>b2b.annaslinens.com</u>.

Thank you all for your help,

Alan Gladstone CEO, President, Chairman of the Board Anna's Linens



ANNA'S LINENS
Mission Statement

"To Be Recognized As the Leading Retailer of Value Priced Home Fashions"

# We will accomplish this By following our guiding principles as inspired by "The Anna"

- Treat all Anna's family members, customers, and business partners with respect and dignity every day.
- Cultivate an environment that recognizes and rewards those who share our passion, vision, values and integrity.
- Embrace the diversity of our Anna's family members, customers, and business partners.
- Offer uncompromising value on quality fashionable merchandise for the home that exceeds our customers' expectations.
- Provide a comfortable shopping environment with well-presented merchandise in attractive stores with superior customer service.
- Enhance the lives of our Anna's family members, business partners and the communities we serve.
- Recognize that profitability, without compromising our core values, is essential to our growth and success.



## **Partnership Guidelines**

Anna's Linens recognizes that success is based on the quality of relationships – with customers, employees, manufacturers, partners, and communities. To maintain the caliber of these relationships—and to achieve the goal of always providing the best value product in the most equitable manner—Anna's Linens established certain standards for business partners.

The following Partner Guide references Anna's Linens, and covers all Anna's Linens, Inc. entities, including Anna's, Anna's Linen Company, The Linen Outlet, and Anna's Management Company.

In setting forth these guidelines, it is Anna's Linens' desire to identify potential partners who share Anna's Linens' commitment not only to quality products, but to quality business and community relationships as well. By shipping an Anna's Linens' purchase order (PO), the vendor partner affirms its understanding of and agreement to the latest version of compliance to these Partnership Guidelines.

## **Legal requirements - Indemnification:**

All Business Partners (Including all agents, vendors, manufacturers, factories, suppliers, and subcontractors) must comply with all existing and/or enacted or later enacted laws, rules, ordinances, codes, regulations, treaties, orders, decisions, directives and/or requirements of any governmental, judicial or administrative body, of the United States, of the Country of Origin, including where the product is distributed, offered or sold, and will comply with all rules, regulations, requirements and standards of any applicable industry or trade organization, safety organization or entity that sets applicable standards. All products must be accurately labeled and clearly identified as to their country of origin. By accepting a PO, the Business Partner agrees that it shall indemnify, hold harmless and defend, fund the cost of defending Anna's Linens, or its agents, from and against any and all liabilities, damages, losses, claims, lawsuits, proceedings, appeals, assessments, fines, product recalls, actions, causes of action, decrees, judgments, settlements, court orders, investigations, civil penalties, and/or demands of any kind, of the Merchandise ordered.

#### **Insurance:**

All partners, vendors, manufacturers, factories and suppliers shall maintain commercial general liability insurance, including product liability insurance coverage with limits of not less than \$2,000,000 USD per occurrence and an annual general aggregate of not less than \$5,000,000 USD and shall contain an endorsement by which the insurer extends the coverage hereunder to the extent necessary to include the contractual liability arising by reason of the indemnity provisions set forth in this Partner Guide.

#### Forced Labor:

Anna's Linens will not conduct business with any Partner that uses involuntary labor of any kind; including prison labor, indentured labor, or forced labor. Employees shall not be required to lodge 'deposits' or identity papers upon commencing employment with the company.

#### **Child Labor:**

Partners will not employ anyone under the age of 15, and/or younger than the age for completing compulsory education, or under the minimum ages established by applicable law in the country of manufacturer, if higher than the age of 15. Furthermore, Partners of any kind will not expose anyone under the age of 18 to situations in or outside of the workplace that are hazardous, unsafe, or unhealthy and will provide adequate protection from exposure to hazardous conditions or materials.

#### **Harassment and Abuse:**

Anna's Linens expects Partners to treat every employee with respect and dignity. No employee will be subject to any physical, sexual, psychological or verbal harassment or abuse. Partners will not use monetary fines as a disciplinary practice. Furthermore, workers must be free to voice their concerns to Anna's Linens or Anna's Linens' appointed staff without fear of retaliation by factory management.

#### **Nondiscrimination:**

Anna's Linens firmly believes people are entitled to equal opportunity in employment. Although the company recognizes cultural differences exist, Anna's Linens will not pursue business relationships with Partners who discriminate in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, marital or maternity status, work or personal affiliations, political opinion or social or ethnic origin.

## Wages and Benefits:

Partners shall set wages, overtime pay, and legally mandated benefits and allowances in compliance with all applicable laws. Workers shall be paid at least the minimum legal wage or a wage that meets applicable industry standards, whichever is greater.

## Health and Safety:

Anna's Linens seeks Partners who provide written standards for safe and healthy work environments for their workers, including adequate facilities and protections from exposure to hazardous conditions or materials. These provisions must include safe and healthy conditions for dormitories and residential facilities, and they must comply with local health and safety laws and standards.

#### **Hours of Work/ Overtime:**

While permitting flexibility in scheduling, Anna's Linens will identify local legal limits on work hours and seek Partners who do not exceed them except for appropriately compensated overtime. While Anna's Linens favors Partners who utilize less than 60 hours a week, Anna's Linens will not use Partners who, on a regular basis, require in excess of 48 hours per week and 12 hours overtime per week, or as permitted by applicable law, whichever is lower. Employees should be allowed one day off in seven.

#### **US Customs:**

Partners will comply with applicable US Customs importing laws and, in particular, will establish and maintain programs and documentation to support country of origin production verification, to avoid illegal transshipping.

#### **Environment:**

Partners must demonstrate a regard for the environment, as well as compliance with applicable environmental laws. Further, Anna's Linens actively seeks partners who demonstrate a commitment to progressive environmental practices and to preserving the earth's resources.

## **Documentation and Inspection:**

Anna's Linens reserves the right to monitor compliance with the Partnership Guidelines and to undertake on-site inspections of Partners' facilities. Partners will maintain on file all documentation necessary to demonstrate compliance and will authorize Anna's Linens and its designated agents (including third parties) to engage in announced and unannounced monitoring activities to ensure compliance, including confidential employee interviews. Anna's Linens will review and may terminate its relationships with any Partner found to be in violation of the Partnership Guidelines.

#### Freedom of Association:

Partners will respect workers rights to freedom of association and collective bargaining.

#### Subcontracting and Changes in Manufacturers, Factories, or Suppliers:

Partners will not utilize subcontractors for the production of Anna's Linens products or components without written approval and authorization from Anna's Linens, and only after the subcontractor has agreed to comply with the Partnership Guidelines. Partners will not change manufacturers, factories, subcontractors or suppliers for the production of Anna's Linens' products without written approval and authorization from Anna's Linens and only after the new factory, subcontractor, or supplier has agreed in writing to comply with the Partnership Guidelines

## **Change of Control:**

Partners shall promptly notify Anna's Linens in writing if the ownership of the Partner changes. The new owners of Partner shall promptly agree to comply with the Partnership Guidelines.

#### Introduction

#### How to use this manual

This manual is intended to outline the standards vendor/supplier partners must follow when doing business with Anna's Linens. This manual contains Anna's Linens' routing guide, merchandise technology; PO, and accounts payable policies.

To comply with this program, Partners must meet the requirements for doing business. If Partners do not have technology program in place, please contact Anna's Linens' Partner Compliance Department. Anna's Linens expects all shipments to be in compliance with the basic industry standards as outlined in this manual.

#### **Contact Information**

The Partner Guide can be viewed or downloaded from the supplier website, <u>b2b.annaslinens.com</u>.

Please email detailed questions to these e-mail addresses:

EDI Department <a href="mailto:edi@annaslinens.com">edi@annaslinens.com</a>

Partner Compliance Department
Transportation Department
Accounts Payable
Import Coordination
Partner Setup

compliance@annaslinens.com
traffic@annaslinens.com
ap@annaslinens.com
import@annaslinens.com
partnersetup@annaslinens.com

Here are some important phone numbers for contacting Anna's Linens:

|                                | Phone/Extension                    | Fax   |
|--------------------------------|------------------------------------|---|
| General Information            | 714-850-0504                       | 714-850-2073                                  |
| Invoice                        |                                    | 714-460-2813                                  |
| Bill of Lading                 |                                    | 714-460-2892                                  |
| Specific departments may be co | ntacted by dialing the General Inf | formation number and selecting the extensions |
| below:                         |                                    |   |
| Accounts Payable               | 2862                               |   |
| EDI Department                 | 5473                               |   |
| Transportation                 | 2810                               |   |
| Partner Compliance             | 5479                               |   |
| Import Coordination            | 5472                               | 714-460-1797                                  |
| Partner Setup                  | 2847                               |   |

#### **Partner Correspondence**

Expense offset disputes should be identified within 60 days of deduction from Anna's Linens' remittance check and should be communicated to <a href="mailto:expenseoffset@annaslinens.com">expenseoffset@annaslinens.com</a> on a monthly basis; not accumulated for quarterly, seasonal, or annual settlements.

#### **Anna's Linens**

3550 Hyland Avenue Costa Mesa, CA 92626 Hours M-F 8:00 a.m. to 5:00 p.m., PST

## **Industry Standard References**

There are many resources for helping an organization use EDI. These organizations help companies get information in preparation to do EDI.

**UPC ticket format and marking guidelines**: GS1 US (formerly Uniform Code Council (800) 543-8137 <a href="https://www.gs1us.org">www.gs1us.org</a>

**VICS EDI mapping guidelines**: Voluntary Inter-industry Commerce Standards (VICS) – Guidelines for Floor Ready Merchandising (202) 626-8171 <a href="www.vics.org">www.vics.org</a>

#### Requirements & Responsibilities Summary

This manual contains all requirements for suppliers doing business with Anna's Linens. Here is a summary of those requirements:

- ♦ Partners must adhere to all PO Terms and Conditions.
- ♦ All EDI documents should be created following the EDI guidelines and the Anna's Linens' mapping guide.
- ♦ Partners must be able to receive EDI 850 PO's.
- ♦ Partners must follow Anna's Linens' specifications for supplier UPC/Price ticketing, including UPC or EAN bar code.
- ♦ Partners must send us EDI 810 Invoices.
- ♦ Partners must comply with Accounts Payable requirements for submitting invoices and related correspondence.
- ♦ Partners must provide an accurate, complete EDI 856, Advance Ship Notice, at the carton level and mark all cartons with corresponding valid, UCC-128 shipping container labels.
- ◆ Partners must pack merchandise according to Anna's Linens' packaging instructions.
- ♦ Partners must follow the instructions for processing shipments as outlined in this document including using only approved carriers.

## **EDI Requirements**

Anna's Linens supports Electronic Data Interchange (EDI) and is committed to eliminating all paper media by trading business electronically via EDI. Partners must send or receive all of the documents listed below using the 810, 850, and 856 transaction sets. Those partners in the vendor generated order program must also be able to accept an EDI 850 PO.

#### Summary of Partner's EDI Requirements

All suppliers must provide EDI documents using Voluntary Inter-Industry Communications Standards (VICS).

The following are the types of electronic data Anna's Linens requires:

| 810 | Invoice                                  | 4010 |
|-----|--|------|
| 850 | PO                                       | 4010 |
| 856 | Advance Ship Notice with related UCC-128 | 4010 |
| 997 | Functional Acknowledgement               | 4010 |

**Note:** Anna's Linens sends a 997 (functional acknowledgment) back within 24 hours for any inbound file received. The 997 transaction simply acknowledges receipt of the document but does not indicate its validity.

**Note:** Please refer to the Labeling/Carton Requirements section for a sample UCC-128 label.

#### **Envelope Mapping Guidelines**

Please contact Anna's Linen's EDI Department for Envelope Mapping Guidelines.

## Third Party Provider

Please contact Anna's Linens' EDI Department for a current listing of Anna's Linens' preferred Third Party EDI Providers.

## **Accounts Payable**

#### **Invoicing Information**

#### **EDI Invoicing**

EDI Invoice Mapping 810-4010 enrollment and testing are required prior to sending an invoice (810) transmission. Suppliers can generate EDI 'in-house' or utilize a 3<sup>rd</sup> party service bureau. Please contact the Anna's Linens' EDI Department for enrollment and testing procedures.

#### **Non-Compliance**

If you have been approved for processing EDI Invoices, any paper invoices sent to Accounts Payable will incur an expense offset. Invoicing errors will be assessed an expense offset if AP is required to make manual corrections.

#### ONE invoice per PO is required.

If you are a **non-EDI** partner, please **mail** your original paper invoices to the following address:

Anna's Linens Accounts Payable 3550 Hyland Avenue Costa Mesa, CA 92626

#### **Invoice Requirements**

The following information is required on all Merchandise Invoices (EDI and non-EDI). **Invoices** missing any of the required fields will be rejected.

- ♦ PO Number
- ♦ Vendor Number
- ♦ Invoice Date (should be Pickup Date)
- ♦ Unique Invoice Number
- ♦ Payment Terms
- ♦ Ship To' Location (N1-ST) store number or DC # on corresponding 850
- ♦ Item SKU and/or Item UPC
- ♦ Unit Cost and Quantity
- ♦ Total Units shipped
- ♦ Total Cost (Separate out any special charges)
- ♦ Do NOT include freight charges
- ♦ Freight charges should be separated onto a different invoice

## Invoice and Claim Inquiries

#### **Payment Terms**

For freight collect, payment terms are calculated from Invoice (Pickup) Date. For Prepaid Freight, payment terms are calculated from Anna's Linens' receipt date.

## **ASN Requirements – Advance Ship Notice**

## **ASN Requirements**

Anna's Linens requires that there is only **ONE** 856 ASN with carton level information per shipment, per ship-to location. The ASN must be transmitted and received by Anna's Linens at the time of shipment. An expense offset will be applied if this requirement is not met.

#### **Small Package Shipments - ASN Requirements**

For shipments sent via parcel carrier, Anna's Linens requires that there is one ASN transmitted per shipment and the tracking number(s) provided by the parcel carrier must populate the sub-bill of lading field (BM\*REF02 segment) and the PRO number field (CN\*REF02 segment). Anna's Linens also requires that the ASN is transmitted and received by Anna's Linens' EDI system on the day of shipment. Please reference the Anna's Linens' EDI Mapping document for mapping details.

#### ASNs for "No Charge" Merchandise

Shipments containing "no charge" merchandise (i.e. testers, samples) must be packed in separate package(s) from the retail merchandise and clearly marked as "no charge." ASNs are required for "no charge" merchandise and a \$.01 cost should be applied. This assures that the warehouses and the stores can accurately receive the merchandise. "No charge" merchandise must have valid UPCs with the Anna's Linens' Inventory system and accurately represented within the ASN for that shipment.

## Partner Accuracy Audit Program

Anna's Linens uses warehouse management technology to receive merchandise using the ASN and pay partners with EDI invoices. Therefore, **partners must make every effort to ensure that shipments are 100% accurate**. Anna's Linens' audit program samples a percentage of all shipments received against the corresponding ASN to monitor accuracy.

This audit program compares the UPC/EANs physically contained within the carton to the UPC/EANs on the corresponding ASN as well as a review of the partner's floor ready compliance. When audit results indicate errors, Anna's Linens will discontinue the use of the ASN when processing the shipment and an expense offset will be applied for each shipment processed manually until accuracy is attained.

## Re-transmitting ASN Data

Because Anna's Linens forwards all ASN data to both the warehouses and Anna's Linens' retail locations, ASN data can **not** be retransmitted to Anna's Linens. Re-transmissions are automatically removed from Anna's Linens' systems and are **not** forwarded to the warehouses or stores.

## Floor Ready

#### **UPC/Retail Ticketing Policies**

All merchandise must be received at Anna's Linens' warehouses and stores with a scannable UPC barcode attached to the merchandise unless pre-authorized by Anna's Linens.

#### Ticket Requirements

Merchandise must be pre-ticketed with the following:

- ♦ UPC code
- ♦ Anna's Linens 6-digit SKU number
- ♦ Item description including size and color
- ♦ Retail price
- ♦ Comparable price (where requested by Buyer)

**Note:** The size and placement of the Ticket depends on the merchandise type and must be agreed to by Anna's Linens.

#### EAS Tags

Electronic Article Surveillance (EAS) tags may be required for merchandise meeting certain size and cost thresholds. Determination of security tag requirements will be completed by Anna's Linens' buying staff and will be communicated to the affected partners accordingly.

## Approved EAS Ticket Providers

This approved ticketing provider can supply pre-printed or blank ticket stock with the red Anna's Linens' Logo:

| Company      | Contact       | Phone        | Fax          |
|--------------|---------------|--------------|--------------|
| (Location)   |               |              |              |
| Checkpoint   | Source        | 856.848.1800 | 856.384.1480 |
| Systems Inc. | Tagging Info. |              |              |
|              | Center        |              |              |

## **Packaging and Carton Label Requirements**

Careful packaging is essential to assure safe delivery of the product. These requirements apply to all Anna's Linens' orders. These guidelines do not supersede or absolve the Supplier's responsibility for providing proper packaging.

#### Carton Specifications

Shipping cartons must be constructed of corrugated cardboard that is sufficient to hold and protect the contents from damage, and can be transported throughout the Anna's Linens' supply chain without opening due to inferior packaging material.

#### Weight and Dimensions

- ♦ Do not ship any single carton that weighs more than 50 lbs.
- ♦ If the product requires cartons that exceed this weight requirement, you must contact traffic@annaslinens.com for approval to ship overweight cartons.
- ♦ Carton weight must be written on the outside of the carton for cartons that exceed the maximum carton weight listed above. Also, "Heavy Team Lift" must be stamped on the carton.
- ♦ Pack in a manner that maximizes carton space and minimizes damage during shipping.
- ♦ Over-packing can cause carton bulging and under-packing can cause carton crushing.
- ◆ Carton Dimensions over 12 cubic feet must be approved by Anna's Transportation Department prior to the shipment.

#### **Carton Sealing**

- ♦ Cartons (top and bottom) must be sealed with ONE KIND of tape.
- ♦ All tapes must be moisture/temperature resistant and have an adhesive quality that resists drying in transit.

## General Packaging Specifications

## All Categories of merchandise

- ♦ Do not ship merchandise in envelopes.
- ◆ Pack each PO separately.
- ♦ Do not mix PO's within the same carton.

#### **Packaging Materials**

Anna's Linens is an environmentally responsible company and thus encourage the use of environmentally sensitive packaging materials (recycled and recyclable). Avoid excess packaging by using material that maximizes protection while minimizing an environmental impact.

#### Acceptable packaging materials

Cardboard partition/dividers, cardboard fittings, corrugated cardboard, and craft paper are all acceptable. The use of molded polystyrene, bubble wrap, micro-foam, Instapak foam packaging, and inflated polyethylene air packets is also allowed.

#### Fragile Items: Glass, Stemware, and Ceramics

- ◆ Fragile items should be clearly marked as "Fragile".
- ♦ Fragile or breakable items must be packed with cushioning material around the top, bottom, and all four sides to limit interior movement and protect against vibration, shock, and compression encountered in transit.
- ♦ Multiple fragile items packed in a carton must be separated with cardboard partition/dividers to prevent internal contact.
- ♦ Inner cartons must be packed tightly within the master carton to prevent movement in transit.
- ♦ Do not over or under pack cartons.

## Packing Slip Requirements

- ♦ Create one packing slip per PO/store combination
- ♦ All packing slips must be attached to, and removable from, the outside of one carton per store and clearly marked "Packing Slip Enclosed"
- ♦ Shipper's name & address
- ♦ Ship-to Distribution Center name and address
- ♦ PO number
- ♦ Store number
- ♦ Description of goods
- ♦ Total number of cartons by store
- ◆ Total of style/color/size by carton
- ♦ Total units by store

## Carton Label Requirements for EDI Shipments

- ♦ UCC-128 Labels as outlined on page 20
- ♦ Product ID Labels which include the following
  - o UPC Number (if multiple UPC's, please print "Multiple UPC" on the label)
  - Description
  - o Qty shipped by UPC Number

## Carton Label Requirements for NON-EDI Shipments

- ♦ Carton markings must be large enough to be easily read.
- ♦ Product ID Labels which include the following
  - o UPC Number (if multiple UPC's, please print "Multiple UPC" on the label)
  - Description
  - Qty shipped per UPC Number
- ♦ Label each carton with the following information:
  - Ship to Address: Must include the DC Address
  - o PO number
  - Store number
  - Total pieces per carton

## **Routing: Domestic Shipments**

#### Section I: Late Shipments/Back Orders

- ♦ All orders must be submitted for routing on or before the "do not ship before" date. All orders must be ready to ship by the "do not ship after" date or they are considered late. Requests for extensions must be submitted prior to the "do not ship before" date. Late orders are subject to cancellation.
- ♦ Anna's Linens does not accept back orders unless specifically authorized by Anna's Linens' Buying Office.

#### Section II: Ship to Addresses/Store Groups

- ♦ All stores are assigned a group number based on store geographical location for shipping and receiving purposes (see table below).
- ♦ A PO is written for each store, grouped by the regional location of the store and assigned a Store Group Number.
- ♦ The POs within each Store Group are destined to the corresponding Ship to Addresses listed in the table below.

| Group/ | Geographic                       | Ship To Address  | Store Numbers included in Group  |
|--------|----------------------------------|--|--|
| DC     | Region of<br>Stores              |  |  |
| 1      | CA, NV, AZ                       | Anna's Linens c/o Gale Triangle<br>12816 Shoemaker<br>Santa Fe Springs, CA 90670<br>(562) 741-1400     | 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 17, 20, 21, 22, 23, 25, 26, 27, 29, 40, 47, 50, 61, 62, 63, 64, 67, 69, 70, 71, 74, 75, 76, 77, 78, 79, 80, 90, 92, 93, 94, 95, 96, 97, 98, 99, 101, 102, 103, 105, 106, 107, 108, 109, 110, 112, 113, 114, 115, 116, 117, 118, 119, 122, 123, 124, 125, 126, 128, 129, 130, 131, 132, 133, 134, 136, 137, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 170, 171, 172, 173, 174, 175, 176, 179, 180, 182, 183, 184, 190, 191, 192, 193 |
| 3      | TX, LA                           | Anna's Linens c/o Pinch Transport<br>8701 Warehouse Center Drive<br>Humble, TX 77338<br>(281) 319-5015 | 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 210, 211, 212, 213, 214, 215, 216, 217, 220, 221, 222, 223, 224, 225, 226, 227, 228, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 250, 251, 253, 256, 257, 259, 266, 269, 281   |
| 4      | GA, MS, AL,<br>NC, SC, FL,<br>PA | Anna's Linens c/o Performance Team<br>328 Deming Way<br>Summerville, SC 29483<br>(843) 552-9605        | 260, 261, 265, 267, 268, 280, 301, 302, 303, 304, 305, 306, 308, 309, 310, 311, 347, 348, 349, 350, 352, 353, 354, 355, 356, 357, 358, 359, 361, 362, 365, 366, 367, 368, 369, 370, 371, 372, 381, 382, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 550, 551, 552, 553, 554, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616   |
| 5      | IL, IN, WI,<br>MI                | Anna's Linens c/o Priority Services<br>1000 N Villa Ave<br>Villa Park, IL 60181<br>(630) 993-6000      | 400, 401, 404, 405, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 450, 451, 453, 454, 455  |

#### Section III: New Stores

- ♦ Freight prepaid partners should ship orders to the DC that the new store is assigned to.
- ♦ Freight collect partners should submit routing as instructed in the next sections.
- ♦ New store orders that will be shipping late: Partners must call Anna's Linens' merchandising department for disposition, expense offsets and excess freight may apply.

#### Section IV: Prepaid Partner

- ◆ For Prepaid Direct to Store Shipments-Email notification must be provided to <a href="mailto:traffic@annaslinens.com">traffic@annaslinens.com</a> for every prepaid order at the time of shipment.
- ♦ For Prepaid Direct To Distribution Center- Anna's Linens' Transportation Department must receive a copy of the signed Bill of Lading and Consolidation Manifest for every prepaid direct to distribution center shipment.
- ♦ The BOL should note the carrier name, ship date, origin, destination, PRO#, and PO range that have been shipped. The Consolidation Manifest should include the PO#, associated store number, total weight per PO and total cartons per PO#.

## Section V: Shipping/Routing Instructions

| <b>Total Shipment</b>    | Ship Instructions  |  |  |  |
|--------------------------|--|--|--|--|
| Weight/Dimensions        |  |  |  |  |
| Full Truckload Shipments | Please submit routing requests via "Anna's Linens Ship Express", located on the web at b2b.annaslinens.com (See Express Ship Instruction.doc at b2b.annaslinens.com for details).  |  |  |  |
|                          | No e-mail, fax or phone requests will be accepted!   |  |  |  |
| LTL Shipments            | Please submit routing requests via "Anna's Linens Ship Express", located on the web at b2b.annaslinens.com (See Express Ship Instruction.doc at b2b.annaslinens.com for details).  |  |  |  |
|                          | If Gale Triangle is the assigned carrier - use VICS BOL. If CH Robinson is the assigned carrier - partners must use BOL supplied by CH Robinson. *Failure to use BOL provided will result in any excess reconsignment costs being billed to the partner. |  |  |  |

## Section VI: Routing Requirements

- ♦ Failure to provide correct and complete information in the routing request may result in a delay in the routing of the shipment and/or excess costs.
- ♦ All orders that fall within the same "ship before/ship after" window must be consolidated when requesting routing.
- ♦ Whenever possible orders that originate from the <u>same shipping facility</u>, <u>shipping in the same week</u>, should be submitted for routing at one time.
- ♦ All "New Store" PO numbers must be noted on routing request.

- ♦ If an order has not been submitted for routing and is not ready for pickup by the do not ship after date, it is considered late and charges will apply.
- ♦ Anna's Linens requires 48 business hours for routing of shipments.
- ♦ Partners are allotted 2 hours of free loading time. Any loading time beyond the two hours allotted is subject to Vendor Detention Charges.
- ♦ Partners that give a carrier an open appointment time (8 am to 3 pm), your 2 hour load time starts when driver checks in with shipping department. We recommend a set appointment time.
- ♦ Loading policy is "Shipper Load/Shipper Count"-any driver asked to count or assist will be at the partner's expense.
- ♦ All shipments must be floor loaded unless otherwise approved by Anna's Linens' Traffic Department.
- ♦ All shipments shipped on a single trailer from a single location must be consolidated onto one Master Bill of Lading regardless of final ship to address.

#### Section VII: Labeling/Carton Requirements:

In accordance with the Uniform Code Council (UCC), Anna's Linens' label requirements follow standard UCC/EAN SSCC-18 common label formats. Detailed information about the SSCC-18 data structure and associated UCC/EAN-128 symbol can be found online at <a href="www.gslus.org">www.gslus.org</a> (formerly UCC-council.org).

In addition, a Product ID label must be placed in the upper right hand corner of any oblong side of the carton and must contain:

- ♦ Anna's Sku Number
- ♦ Complete description including size, color or pattern where applicable
- ♦ Quantity per carton of each Sku Number

Common reasons why a label would be identified as missing or un-scannable:

- ♦ If UCC-128 label is missing from cases.
- ♦ Does not scan at all.
- Scans incorrectly (sometimes the number will "wrap" (the last digit is read as being the first).
- ♦ More/less than 20 digits.
- ♦ Invalid characters (presence of symbols or alpha characters).
- ♦ Duplicate barcodes (duplicate barcodes will not be accepted into warehouse system).
- ♦ Photocopy (photocopies of labels taped to cases will not scan correctly).
- ◆ Poor print quality will cause the label not to scan correctly (barcode prints with "skip lines" if printer skipped while printing).
- ♦ Defaced.
- ♦ Partially missing.
- ♦ Insufficient quiet space around barcode (cannot "bleed" off the edge of the label).
- ♦ Barcode and human readable are different (barcode must decode to the human readable number printed on the label).
- ♦ Barcode is too big (bleeds to edge of label) or too small.

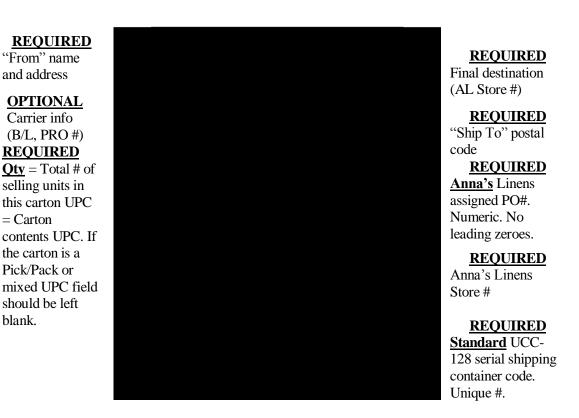
#### Sample Product ID Label

Sku# Full Palm Court Comf Set Qty: 2

• Product ID labels (non UCC) must be placed on upper right hand corner of any oblong side of the carton.

#### Sample UCC-128

blank.



• UCC Label can be placed anywhere on the same side as the product ID labels

## Section VIII: Shipment Manifests

♦ All shipments must be accompanied by a Consolidation Manifest that reflects only what merchandise is on that load.

<sup>\*</sup>For UCC-128 Compliance issues, please call Anna's Linens' EDI Technical Department 714-850-0504 ext 5473 (edi@annaslinens.com).

- ♦ This manifest is to include:
  - o Bill of Lading Number (at top of document)
  - o PO Number
  - o Store Number
  - Number of Cartons
  - Weight
  - o Confirmation Number
- ♦ Attach a copy of this Manifest to the Bill of Lading. The Bill of Lading and Consolidation Manifest must be attached to the last carton loaded onto the trailer, in an envelope clearly marked, "Manifest Enclosed".
- ♦ The Bill of Lading should include:
  - o Information in ALL requested fields
  - o Carrier Name and Pro Number
  - o List of PO Range and Confirmation Numbers
  - o A clearly marked Master Bill of Lading
- ♦ All partners are required to fax a copy of the SIGNED Master Bill of Lading and Consolidation Manifest (NOT PACKING LISTS) to Anna's Linens' Traffic Department after each shipment leaves their dock.
- ♦ Packing List and Lead Carton Designation
  - Packing list must be attached to Lead Carton of shipment on the OUTSIDE of the carton.
  - TOTAL number of cartons shipped by PO to each store must be ACCURATELY stated on the packing list.

#### Section IX: Claims

- ♦ Partners will be responsible for making all claims with the carrier, in writing, for all losses or damages and/or rework expenses, regardless of whether Anna's Linens' arranges carriage, designates the carrier and/or pays the freight.
- ♦ Sales are on a delivered basis and Partner's delivery of the merchandise will occur, and risk of loss will pass only when and to the extent conforming merchandise has been received at Anna's Linens and an Anna's Linens' employee has signed the Bill of Lading and/or other shipping document acknowledging that receipt.

## **Routing: Domestic Bulk Shipments**

A Domestic bulk shipment is any domestic shipment that is not pre-allocated and labeled to ship to each store. The ship to address for the entire PO should be one of Anna's Linens' consolidators. These shipments are to be handled exactly like regular domestic shipments except for the following:

#### Section I: Carton Markings

Carton labels must contain:

- ♦ Vendor name and Anna's Linens' PO number.
- ♦ Detailed description (matching the description on the pack list) including size, color and/or pattern name, if applicable.
- ♦ Number of units per carton for each unique item.
- ♦ UCC-128 labels are not required for Domestic Bulk shipments.

## Section II: Shipping/Routing Instructions (Full Container and Loose Freight Shipments)

- ♦ Shipping:
  - All case packs must be complete, do not ship partial cartons. If this causes a shortage on the order, please send the buyer e-mail notification of how many selling units will be shorted.
- ♦ Pack List:
  - E-mail one pack list per trailer to the Import Coordinator immediately after pick up.
     If you cannot e-mail, fax is acceptable (ATTN: Import Coordinator).
- ♦ Pack List must contain:
  - Clear description of each unique carton pack, along with # of cartons using the same description that is used on the carton labels.
  - o Trailer number and 'ship to' DC address.
  - o Date shipped.
  - o Anna's Linens' PO#.

## **Routing: Import Shipments**

#### Section I: Carton Markings

Carton labels must contain:

- ♦ Vendor name and Anna's Linens' PO number.
- ♦ Detailed description (matching the description on the pack list) including size, color and/or pattern name, if applicable.
- ♦ Number of units per carton for each unique item.
- ♦ If shipment is pre-allocated by store, labels must be in UCC 128 format.

## Section II: Shipping/Routing Instructions (Full Container and Loose Freight Shipments)

- ♦ Shipping:
  - All case packs must be complete. DO NOT ship partial cartons. If this causes a shortage on the order, please send the buyer e-mail notification of how many selling units will be shorted on that PO.
  - o Shipments with multiple containers for one PO must be shipped on the same vessel.
  - Partner must notify Import Coordinator (via e-mail) of the following information within 24 business hours of booking the container on a vessel: booking date, ETD, vessel name, voyage number, port of departure, port of arrival, ETA and container size.
  - All shipments are required to be pre-cleared for entrance prior to arriving at the port of entry.

#### ♦ Pack List:

- O Anna's Linens Pack List forms (<u>b2b.annaslinens.com</u>) must be used to communicate all pack list information and must be typed and sent as an excel spreadsheet. Email one pack list per container to Import Coordinator within 72 business hours of the container's departure from country of origin. If you cannot e-mail, fax is acceptable, but the pack list cannot be hand written. All pack lists must contain:
  - Anna's Linens' PO# and a clear description of each unique carton pack, along with # of cartons, using the same description that is used on the carton labels.
  - Container number, port of origin and port of entry.
  - Date shipped, vessel name, voyage #, port of entry, and final destination (final destination required only if container is to be transported via rail to the final destination).

#### ♦ Delivery Order:

- DO must be e-mailed to Import Coordinator within 24 hours of container(s) arriving at port, regardless of clearance/customs status. Fax is also acceptable. DO NOT send DO to the drayage agent.
- The drayage agent will verify availability before scheduling pick up. The Import Coordinator will notify vendor/broker of any issues preventing pick up.
- o DO must contain proper delivery address, carrier name, container #, master B/L#, corresponding Anna's Linens' PO#, arrival date, port of origin (see section IV).

- o If the containers arrive via rail, pick up numbers must be sent to the Import Coordinator before containers can be picked up.
- ♦ POD: Proof of delivery MUST be requested by e-mail (send to Import Coordinator). Replies may take up to 3 days.

#### Section III: Delivery Addresses and Carriers

| Port of Entry  | Delivery Address  | Trucker         |
|----------------|---|-----------------|
| Los Angeles or | Anna's Linens c/o Gale Triangle 12816 Shoemaker, Santa Fe   | Gale Triangle   |
| Long Beach, CA | Springs, CA 90670   | SCAC: GLTN      |
| Houston, TX    | Anna's Linens c/o Pinch Transp. 8701 Warehouse Center Drive | Pinch Transport |
|                | Humble, TX 77338  | SCAC: PNCH      |
| Charleston, SC | Anna's Linens c/o Performance Team 328 Deming Way           | Gale Triangle   |
|                | Summerville, SC 29483                                       | SCAC: GLTN      |

## Section IV: Alternate Ports of Entry - Cost Differential

As the dynamic growth of Anna's Linens continues, it is inherently critical that imported product flows into the proper ports for timely distribution to the store network. Financial values are in place in order to facilitate this objective. These are 'incremental' costs (vs. containers landing at Long Beach/LA Harbor) that will be approved when containers are delivered direct from the origins listed to the various POE destinations (b2b.annaslinens.com).

The new rates will be effective on all orders placed after 12/31/06 and will remain in place until 1/31/08, at which time they will be reviewed and revised as needed. These rates are 'all-inclusive' of customs clearance, duties, fuel, BOL charges, etc.

## Section V: Pier Pass, Demurrage

#### ♦ Pier Pass

- o Anna's Linens requires all partners to guarantee Pier Pass (TMF) fees on containers arriving in Los Angeles or Long Beach.
- o If container is picked up during off peak hours, Pier Pass will credit the TMF fee back to your account. However, a \$40 drayage offset charge will be levied by the drayage agent and billed to the partner by Anna's Linens.

#### **♦** Demurrage

- o If a container is not FULLY released by the terminal (including Customs, OBL, Pier Pass, demurrage, etc.) by 5 p.m. the day prior to the LFD, Anna's Linens will not be able to pick up on the LFD and demurrage will be incurred at the partner's expense.
- o If a DO is not received in a timely manner, demurrage incurred will be the partner's responsibility.
- o If demurrage is incurred, the demurrage payment must be received at the steamship line the day prior to the day the demurrage is paid through. For example, if a demurrage payment is received on Monday, the demurrage payment must be made through Tuesday in order for us to pick up the container.

<sup>\*</sup> No Bill of Lading or routing request is necessary on Import shipments.

#### Section VI: Pre-allocated Shipments

- ♦ If shipment has been pre-allocated by store, a pack list must still be sent.
- ♦ Pre-allocated shipments must be labeled with UCC-128 labels, unless otherwise authorized by Anna's Linens' Transportation Department.
- Description of each item in the carton must match the description on the pack list.

## Section VII: Freight Prepaid Containers

- ♦ If the partner has agreed to deliver the container directly to the Anna's Linens' DC (FOB Anna's Linens' DC, instead of FOB port) a delivery appointment is required. The Import Coordinator must be notified of any delivery appointments a minimum of 48 hours before the appointment, any storage or double handling charges incurred if this is not done will be charged back to the partner.
- ♦ Please e-mail Import Coordinator for the delivery appointment contact for each Consolidator.

#### Section VIII: Import Invoicing

♦ Please send one invoice per PO. If a PO has multiple containers, please attach a pack list for each container (Anna's Linens' Packing Detail Form may be used for this purpose). Invoices must be sent to the Anna's Linens' Accounting Department. DO NOT send invoices to the import department.

## Sample Bill of Lading (Domestic and Import)

| Date:   |  |                  |                 |                       | В  | ILL       | OF                      | LAD                 | DING                       |             |   | Page 1 of _                  |                        |
|---|--|------------------|-----------------|-----------------------|--|-----------|-------------------------|---------------------|----------------------------|-------------|---|------------------------------|------------------------|
| Name:   |  |                  | SHIP F          | ROM                   |  |           |                         | -                   | Bill of Ladino             | ı Nur       | nber:   |                              |                        |
| Address   | 5:   |                  |                 |                       |  |           |                         |                     | m or Edding                | ,           |   |                              | _                      |
| City/Sta  | te/Zip:  |                  |                 |                       |  |           |                         |                     |                            | ВΑ          | R CODE S  | PACE                         |                        |
| SID#:   |  |                  |                 |                       |  |           | FОВ: <b>С</b>           | ı İ                 |                            |             |   |                              |                        |
|   |  |                  | SHIP            | то                    |  |           | ОВ. 🖿                   | _                   | ARRIER NAM                 | ΛE:         |   |                              |                        |
| Name:   |  |                  |                 | Locat                 | ion #: _                                   |           |                         | ╗╸                  | railer numbe               | er:         |   |                              | _                      |
| Address   | s:   |                  |                 |                       |  |           |                         | <b>S</b>            | Seal number(               | s):         |   |                              |                        |
| City/Sta  | te/Zip:  |                  |                 |                       |  |           |                         | S                   | CAC:                       |             |   |                              |                        |
| CID#:   |  |                  |                 |                       |  | 1         | FОВ: <b>С</b>           | ]   F               | ro number:                 |             |   |                              |                        |
|   | TH   | IRD PART         | Y FREIGH        | T CHARGES E           | BILL TO:                                   |           |                         |                     |                            |             |   |                              |                        |
| Name:   |  |                  |                 |                       |  |           |                         |                     |                            | BA          | R CODE S  | PACE                         |                        |
| Address   |  |                  |                 |                       |  |           |                         | L                   |                            |             |   |                              |                        |
| City/Sta  | te/Zip:  |                  |                 |                       |  |           |                         |                     |                            |             | rms: (freight cha   | rges are prepaid             | unless                 |
| SPECIA  | L INSTRU   | JCTIONS          | S <sup>1</sup>  |                       |  |           |                         |                     | narked otherw<br>repaid    | ise)        | Collect   | 3 <sup>rd</sup> Party        |                        |
| 0, 20,  |  | 30110111         |                 |                       |  |           |                         | H                   |                            | Me          | aster Bill of Lading:   |                              |                        |
|   |  |                  |                 |                       |  |           |                         |                     | (check box)                |             | ls of Lading  | with attached u              | ndenying               |
| CHE   | TOMER OF   | DER NU           | MBEB            | # PKGS                |  |           | PALLE                   |                     | RMATION                    |             | ADDITIONAL SHIP   | DER INFO                     |                        |
| CUS   | I O WER OF   | EDEK NU          | WIDER           | #PNGS                 | WEIG                                       | эп і      | (CIRCL                  | E ONE)              |                            |             | ADDITIONAL SHIP   | PER INFO                     |                        |
|   |  |                  |                 |                       |  |           | Y                       | N                   |                            |             |   |                              |                        |
|   |  |                  |                 |                       |  |           | Υ                       | N                   |                            |             |   |                              |                        |
|   |  |                  |                 |                       |  |           | Y                       | N                   |                            |             |   |                              |                        |
|   |  |                  |                 |                       |  |           | Y                       | N                   |                            |             |   |                              |                        |
|   |  |                  |                 |                       |  |           | Y                       | N                   |                            |             |   |                              |                        |
|   |  |                  |                 |                       |  |           | Y                       | N                   |                            |             |   |                              |                        |
|   |  |                  |                 |                       |  |           | Y                       | N                   |                            |             |   |                              |                        |
|   |  |                  |                 |                       |  |           | Y                       | N                   |                            |             |   |                              |                        |
| GRAND   | TOTAL  |                  |                 |                       |  |           |                         |                     |                            |             |   |                              |                        |
| HANDLI  | NG UNIT  | PAC              | KAGE            |                       |  | ARRI      | IER INFO                |                     | ION<br>IODITY DES          | CRIP        | TION  | LTL O                        | NLY                    |
| QTY   | TYPE   | QTY              | TYPE            | WEIGHT                | H.M.                                       | Comm      | nodities requiri        | ing special i       | or additional care or atte | ention in h | andling or stowing must be so with ordinary care.   | NMFC#                        | CLASS                  |
|   |  |                  |                 |                       | (X)  | -         |                         | Se                  | e Section 2(e) of NMF0     | Citem 36    | ,   |                              |                        |
|   |  |                  |                 |                       |  | $\vdash$  |                         |                     |                            |             |   |                              |                        |
|   |  |                  |                 |                       |  |           |                         |                     |                            |             |   |                              |                        |
|   |  |                  |                 |                       |  |           |                         |                     |                            |             |   |                              |                        |
|   |  |                  |                 |                       |  |           |                         |                     |                            |             |   | RECEIVIN                     |                        |
|   |  |                  |                 |                       |  |           |                         |                     |                            |             |   | STAMPS                       | SPACE                  |
|   |  |                  |                 |                       |  |           |                         |                     |                            |             |   |                              |                        |
|   |  |                  |                 |                       |  | $\vdash$  |                         |                     | GRAND TO                   | TAI         |   |                              |                        |
| Where the n   | ate is dependen  | t on value, sh   | ippers are requ | uired to state specif | cally in writ                              | ing the a | agreed or               | $\overline{}$       | COD Amo                    |             | •   |                              |                        |
| declared val  | ue of the proper   | rty as follows:  |                 | ally stated by the si |  |           |                         | - 1                 | Fee Te                     |             |   | Prepaid:                     |                        |
|   | per  | ,                |                 | ,,                    | .,,,                                       |           |                         | - 1                 |                            |             | ner check accept  |                              |                        |
| NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. • 14706(c)   |  |                  |                 |                       | = 14706(c)(1)(A)                           | and (B).  |                         |                     |                            |             |   |                              |                        |
| RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing<br>between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been |  |                  |                 | en la                 | he carrier shall no<br>nd all other lawful |           | delivery of this shipme | ent without payment | of freight                 |             |   |                              |                        |
| established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.   |  |                  |                 |                       | Shipper S                                  | ignature  |                         |                     |                            |             |   |                              |                        |
| SHIPPE  | R SIGNATI  |                  |                 | Ford                  | Loaded:                                    | _         | ight Cour               |                     |                            | CAR         | RIER SIGNATUR   | E / PICKUP DAT               | re<br>Carrier confiden |
| packaged, mar   | y that the above no<br>riked and labeled, a<br>according to the ap | nd are in proper | condition for   | I □ By                | Shipper                                    | _         | By Shipp                |                     |                            | emerge      | acknowledges receipt of packag<br>ncy response information was r<br>ncy response guidebook or equ | ivalient documentation in th | e vehicle.             |
|   |  |                  |                 | □ ву                  | Driver                                     | _         |                         |                     | said to contain            | Proper      | ty described above is receive   | d in good order, except a    | s noted.               |
|   |  |                  |                 |                       |  |           | By Driver               | r/Pieces            |                            |             |   |                              |                        |

Reminder – Collect Vendors:

3<sup>rd</sup> Party Bill To: Anna's Linens 3550 Hyland Ave. Costa Mesa, CA 92626

## **Expense Offset Policies**

An expense-offset fee will be assessed for all merchandise not in compliance with Anna's Linens' standards. The purpose of the fee is to recoup excess expenses and to achieve compliance so that Anna's Linens can move merchandise quickly and cost effectively to the selling floor.

All challenges to expense offsets must be made, in writing, within 90 days of the application of the offset.

If you contact Anna's Linens Vendor Compliance Department BEFORE shipment occurs, Anna's will work with our vendor partners to assist in meeting all requirements and avoid offset fee(s) whenever possible.

Offsets listed below reflect first violation only, repeat violations may result in increased offset amounts.

| Expense Offset<br>Type | Type of Non-<br>compliance Violation   | Expense Offset<br>Amount   | Expense<br>Explanation  |
|------------------------|--|--|---|
| Transportation         | Late Shipment  | All excess freight costs   | Differential in cost due to changing freight mode   |
| <b>Expense Offsets</b> | Shipment billed collect when specified as prepaid                                  | Full freight cost  | Freight costs incurred that were partner's responsibility   |
|                        | Routing not requested through<br>Anna's Linens' Traffic Dept.<br>(collect vendors) | All excess freight costs   | Excess costs incurred due to routing configuration  |
|                        | Cancellation/alteration of routing request after routing has been submitted        | \$100 + Any/All excess<br>freight/processing costs<br>(i.e. truck ordered not<br>used, cube not utilized,<br>etc.) | Routing request data not accurate, resulting in additional admin costs and possible loss in cube  |
|                        | No signed BOL for shipment   | \$25 + Any/All excess<br>freight/processing costs  | Additional admin cost incurred to verify orders were shipped                                      |
|                        | Incomplete/inaccurate/illegible manifest   | \$25 + Any/All excess<br>freight/processing costs  | Additional admin cost incurred to verify orders were shipped                                      |
|                        | Inaccurate BOL   | \$25 + Any/All excess<br>freight/processing costs  | Increase in cost due to incorrect class or reconsignment required (incorrect address)             |
|                        | Failure to provide carrier with a VICS BOL   | \$25 + Any/All excess<br>freight/processing costs  | Increase in cost due to incorrect class or reconsignment required (incorrect address)             |
|                        | Multiple PO's destined to one consignee not consolidated onto a single BOL         | All excess freight costs   | Increase in cost due to reconsignment required (incorrect address) and/or mis-shipment of product |
|                        | Detention in loading   | Current carrier assessorial rate   | Loading time required over 2 hours  |

| <b>Expense Offset</b>     | Type of Non-  | <b>Expense Offset</b>   | Expense  |
|---------------------------|---|---|--|
| Type                      | compliance Violation  | Amount  | Explanation  |
|                           | Driver assistance (loading/sorting, etc.)                   | Current carrier assessorial rate  | Loading, sort/seg, or driver count requested by shipper  |
|                           | Equipment ordered – not utilized                            | Current carrier<br>assessorial rate   | Cancellation of needed equipment due to orders not being ready, or inaccurate cube on previous shipment  |
|                           | No UCC-128 and/or Import label applied to carton            | \$5 per carton; min \$100   | Additional processing costs incurred at DC   |
|                           | Non-readable, non-scannable barcode                         | \$5 per carton; min \$100   | Additional processing costs incurred at DC   |
|                           | Incomplete/Invalid UCC-128 and/or Import label              | \$5 per carton; min \$100   | Inaccurate/Incomplete<br>markings/Barcodes on label  |
|                           | Invalid/Inaccurate ASN                                      | \$5 per carton; min \$100   | Additional processing costs incurred at DC   |
|                           | No ASN provided   | \$5 per carton; min \$100   | Additional processing costs incurred at DC   |
|                           | Mis-shipped/misloaded freight                               | All excess freight/processing costs   | Orders shipped to incorrect destination  |
|                           | Poor carton quality   | All excess handling charges/packing materials                               | Damaged cartons due to<br>partner's loading or inferior<br>packaging   |
|                           | Inaccurate cube/weight                                      | \$5 per carton; min \$100   | Inaccurate cube/weight<br>submitted on partner's<br>routing request - results in<br>additional LTL charges<br>and/or equipment<br>requirements |
| Import Expense<br>Offsets | Pack list not ree'd w/in 72 hrs of sailing from origin port | \$50 per container +<br>any/all excess<br>handling/storage fees<br>incurred | Admin costs to track down order detail; delay in processing  |
|                           | Incomplete/inaccurate pack list or packing detail form      | \$50 per container +<br>any/all excess<br>handling/storage fees<br>incurred | Admin costs to track down detail; delayed processing/per diem charges incurred   |
|                           | DO not rec'd w/in 24 hrs of container arrival at port       | \$50 per container +<br>any/all excess<br>handling/storage fees<br>incurred | Admin costs to track down order detail; delay in processing  |
|                           | Incomplete/inaccurate delivery order                        | \$50 per container +<br>any/all excess<br>handling/storage fees<br>incurred | Admin costs to track down order detail; delay in processing  |
|                           | PO shipped on multiple vessels                              | \$50 per container +<br>any/all excess<br>handling/storage fees<br>incurred | Double handling and storage costs incurred   |
|                           | Unauthorized early shipments                                | All excess processing/storage costs   | Storage and double handling costs are incurred   |

| Expense Offset<br>Type           | Type of Non-<br>compliance Violation              | Expense Offset<br>Amount   | Expense<br>Explanation   |
|----------------------------------|---|--|--|
| Replenishment<br>Expense Offsets | Late Shipment                                     | 1% of invoice per day<br>up to 10% + reserve the<br>right to cancel order  | Lost sales; customer dissatisfaction; excess discounts on substituted merchandise                    |
|                                  | Short Shipment, less than a 90% fill rate per SKU | 10% of shortage cost for<br>first offense; 25% of<br>shortage cost for second<br>offence; 50% of<br>shortage cost for third<br>offence | Lost sales; customer<br>dissatisfaction; excess<br>discounts on substituted<br>merchandise           |
|                                  | Unauthorized Back Orders                          | \$100 + 50% of invoice<br>+ additional invoice<br>dating   | Additional admin fees:<br>recreate PO and receiver   |
|                                  | Unauthorized UPS Shipments                        | \$100 and 5% of invoice  | Additional freight unauthorized  |
|                                  | Unauthorized early shipments                      | 1% of invoice per day up to 10% + reserve the right to cancel order  | Additional handling and storage  |
|                                  | UPC Violations                                    | \$1,000 per occurrence<br>or \$.50/unit (larger amt)   | Additional store processing;<br>Not On Files or mis-scans;<br>invalid inventory levels               |
|                                  | Photo/product samples different                   | Varies based on loss of  | Quality issues vary  |
|                                  | from goods shipped                                | sales  | depending on severity  |
|                                  | Unordered merchandise received                    | 100% of invoice  | Additional handling; Not<br>on Files or mis-scans;<br>invalid inventory levels                       |
| Ad/New Store<br>Expense Offsets  | Late Shipment                                     | Ad costs + 100% of lost<br>margin  | Ad costs; lost sales;<br>customer dissatisfaction;<br>excess discounts on<br>substituted merchandise |
|                                  | Short Shipment                                    | Ad costs + 10% of shortage cost for first offense; 25% of shortage cost for second offence; 50% of shortage cost for third offence.    | Ad costs; lost sales;<br>customer dissatisfaction;<br>excess discounts on<br>substituted merchandise |
|                                  | Unauthorized early shipments                      | 1% of invoice per day up to 10% + reserve the right to cancel order.   | Additional handling and storage; lost sales  |
|                                  | Late Shipment or Non Shipment –<br>New Stores     | Ad costs + 50% of invoice  | Lost sales; additional store transfers, store processing, and admin costs                            |

| <b>Expense Offset</b>    | Type of Non-   | <b>Expense Offset</b>                       | Expense                                       |
|--------------------------|--|---|---|
| Type                     | compliance Violation   | Amount                                      | Explanation                                   |
| Other Expense<br>Offsets | Invoice Errors: • Error on invoice (No/Invalid/Wrong store #, PO #, Carton Count, Terms, Invoice Date, etc.) • Duplicate Invoices received • Request for copy of Check Remittance, Cancelled check or claim • Invoice (810) not received electronically • Non-consolidated Invoice | \$25 per Invoice; \$500<br>max per PO range | Additional research; admin processing costs   |
|                          | Multiple invoices received per PO  | \$25 per Invoice; no max                    | Additional research; admin processing costs   |
|                          | Merchandise not shipped as<br>Ordered  | 10% of invoice; max<br>\$1,000 per invoice  | Excess handling, admin and processing costs   |
|                          | Partial Carton Shipped   | \$50 per carton, \$1,000 max                | Admin costs for revised allocation of product |

NOTE: Anna's Linens will process offsets for additional expenses, including transportation expenses and operational expenses, as a result of failure to meet the requirements in this Partner Guide.

| Glossary of Terms and Definitions  |  |                    |                        |
|--|--|--------------------|------------------------|
| •  |  | • ,                | 1:11 - 61 - 1:         |
| Airway Bill (AWB)  | The air industry's equivalent to the motor carrier's bill of lading.   |                    |                        |
| ASN  | Advanced Ship Notice - Electronic packing slip or an "EDI 856".        |                    |                        |
| Bill of Lading   | A contract of carriage between shipper and carrier. It serves three    |                    |                        |
|  | purposes:  |                    |                        |
|  | ◆ Set the terms and conditions of the co                               |                    |                        |
|  | ◆ Serve as the receipt for the goods to b                              | -                  |                        |
|  | ♦ Documentary evidence of the party en                                 |                    |                        |
| Cargo Claims   | Claims written against a carrier for reco                              |                    |                        |
|  | freight charges as a result of damage or                               | shortage of        | goods delivered or     |
|  | complete non-delivery.   |                    |                        |
| Carrier Liability  | A contract carrier is liable for all loss, d                           |                    |                        |
|  | exception of act of God, act of a public                               |                    |                        |
|  | act of the shipper, and the inherent natu                              | re of the go       | ods.                   |
| Carton   | A corrugation packaging type not to exc                                | ceed 50 lbs.       |                        |
| Claim  | A deduction processed against a vendor's account for merchandise       |                    |                        |
|  | returns, shortages, cost differences, mar                              | kdowns, ad         | vertising co-op,       |
|  | rebates, etc.  |                    |                        |
| Contract Carrier   | A for-hire carrier that does not serve the                             | e general pu       | blic, but that serves  |
|  | shippers or consignees whom the carrie                                 | r has a cont       | inuing contract.       |
| Collect  | Freight invoice payment terms; charges are billed to Anna's Linens.    |                    |                        |
| Consignee  | The receiver of a freight shipment, usually the buyer.                 |                    |                        |
| Consolidation of   | An Anna's Linens' requirement that all POs going to the same DC on     |                    |                        |
| Shipment   | the same day must be consolidated onto one bill of Lading or sub-bill, |                    | Lading or sub-bill,    |
|  | depending on which carrier is being use                                | d.                 |                        |
| Cubic Feet   | Carton length x width x height of the cartons. Cubic feet measure      |                    | c feet measurement     |
|  | is required to be provided for all shipme                              | ents.              |                        |
| DC   | Anna's Linens Distribution Center. See                                 | Stores/DC          | List appendix for      |
|  | stores serviced, addresses and phone an                                |                    |                        |
| Department Number The department number is found on the PO section titled "D |  | titled "Dept. No." |                        |
| _  | The department number contains a type                                  |                    |                        |
|  | group of departments in a merchandise                                  | division.          |                        |
| Do Not Ship After Date   | The last day to ship the product.                                      |                    |                        |
| Do Not Ship Before   | The first day to ship the product.                                     |                    |                        |
| EAN  | European Article Number- a 13-digit ve                                 | endor numb         | er, the European       |
|  | equivalent of a UPC code.  |                    |                        |
| EDI  | Electronic Data Interchange - An all-ind                               | clusive phas       | se for Electronic Data |
|  | interchange transactions. Ability to tran                              | smit EDI tr        | ansaction types        |
|  | varies with each partner.  |                    |                        |
| Electronic Documents   | Electronic Invoice   | EDI810             | Version 4010VICS       |
|  | UPC Catalog  | EDI832             | Version 4010VICS       |

| Glossary of Terms and Definitions |   |             |                                |  |
|-----------------------------------|---|-------------|--------------------------------|--|
|                                   | PO  | EDI850      | Version 4010VICS               |  |
|                                   | Product Activity Data   | EDI852      | Version 4010VICS               |  |
|                                   | PO Acknowledgment (Reverse PO)  | EDI855      | Version 4010VICS               |  |
|                                   | Advance Shipment  | EDI856      | Version 4010VICS               |  |
|                                   | PO Change Request (Buyer Initiated)   | EDI860      | Version 4010VICS               |  |
|                                   | UCC 128 Carton Label  |             | Version 4010VICS<br>Functional |  |
|                                   | Acknowledgement   | EDI997      | Version 4010VICS               |  |
| Entry Date                        | The date the order was generated by A   | nna's Linen | S.                             |  |
| Expense Offset                    | Violations of the Partner Guide, PO contract, or the Routing Guide will result in charges to the partner. Anna's Linens will deduct any Expense Offset charges owed from the next check remittance.   |             |                                |  |
| Floor Ready                       | Term referring to merchandise that is received ready to be placed directly on the selling floor.  |             |                                |  |
| FOB Point                         | <ul> <li>A term of sale that defines who is to incur transportation charges for the shipment, who is to control the movement of the shipment, or where the title to the goods passes to the buyer; originally meant "free on board".</li> <li>◆ FOB DC: Title of goods passes to the buyer at the consolidation point. Supplier pays all freight costs to the point of consolidation, plus any additional freight costs, which are dependent on what is agreed in the freight allowance field on the PO.</li> <li>◆ FOB Store: Title of goods passes to the buyer at the Anna's Linens' DC or Store. Supplier is liable for the shipment until it reaches Anna's Linens.</li> </ul> |             |                                |  |
| Freight Allowance                 | Amount of freight the supplier pays per PO or signed Corporate Freight Partnership Contract (freight agreement).  |             |                                |  |
| Freight-Only Invoice              | An invoice for prepaid freight charges sent to the Transportation Department. Anna's Linens only reimburses for freight charges that have been pre-authorized.  |             |                                |  |
| Full Freight                      | The supplier\shipper agrees to pay 100% of the freight charges. See the PO field titled "Freight Allowance".  |             |                                |  |
| Hazardous Materials               | A hazardous material is a substance that poses more than a reasonable risk to the health and safety of individuals and includes products such as explosives, flammables, corrosives, oxidizers, and radioactive materials. Includes perfumes and other contents packaged under pressure being shipped via Air and shipments via air that contain Dry Ice cold pack.   |             |                                |  |
| Importer of Record                | Is the company or individual who is listed as the importer with U.S. Customs at the time goods are entered into the U.S. The Tax ID# or social security number of the "Importer of Record" must also be submitted to Customs.  The Importer of Record bears all responsibility and liability of the imported merchandise.   |             |                                |  |

| Glossary of Term      | s and Definitions   |  |
|-----------------------|---|--|
| <u> </u>              |   |  |
| Inbound Freight       | Freight enroute to an Anna's Linens' facility; usually a Distribution     |  |
| Landad Data Daid      | Center.   |  |
| Landed Duty Paid      | The total cost of a product delivered at a given location; the cost of    |  |
|                       | production plus the transportation cost to the customer's location.       |  |
|                       | U.S. Customs Clearance is the responsibility of the seller. The seller or |  |
|                       | agent of the seller is the "Importer of Record" All U.S. Customs du       |  |
|                       | and applicable taxes are for the account of the seller. Delivery to named |  |
|                       | place of destination is for the account of the seller.                    |  |
| LTL                   | Less- than-truckload, a shipment weighing less than the minimum           |  |
| LIL                   | weight needed to use the lower truckload rate.                            |  |
| Lumper                | A term applied to a person who assists a motor carrier in the loading and |  |
| <del></del>           | unloading of product.   |  |
| Manufacturer ID       | The first six digits of the UPC number. This ID may be used to identify   |  |
|                       | the manufacturer. A single manufacturer may have multiple                 |  |
|                       | manufacturer IDs.   |  |
| Master Bill of Lading | A uniquely numbered contract of carriage document that summarizes         |  |
| · ·                   | more that one DC shipment or sub-bills of lading. The Master Bill of      |  |
|                       | Lading is the document that is signed by the carrier.                     |  |
| Mode                  | Method of transportation (service) used for shipments. Mostly Surface     |  |
|                       | and sometimes Air.  |  |
| Outbound Freight      | Freight enroute from an Anna's Linens' facility to another Anna's         |  |
|                       | Linens' facility or store.  |  |
| PID                   | Product Information number or vendor style number.                        |  |
| POD                   | Proof of Delivery.  |  |
| Prepaid               | Freight invoice payment term; charges are billed to the shipper or        |  |
|                       | supplier.   |  |
| Purchase Order (PO)   | A legal, binding contract between the Anna's Linens' buyer and the        |  |
|                       | supplier. The PO number is an 8-digit identifier. This number is          |  |
|                       | required on all packaging and documentation.                              |  |
| Return Authorization  | An authorization number which is obtained from the supplier prior to      |  |
|                       | the shipping of a 'return to partner' claim.                              |  |
| Samples               | Merchandise not for resale.   |  |
| Shipper               | The sender of the freight shipment, usually the seller or seller's        |  |
| C1 ' ' XX' 1          | warehouse.  |  |
| Shipping Window       | The Do Not Ship Before Date and the Do Not Ship After Date, plus the      |  |
| Classet Claire        | dates in-between consist of the Shipping Window time period.              |  |
| Short Shipments       | Shipment contents which are less than the packing slip count or a carrier |  |
|                       | shipment which has delivered less than the carton count on a bill of      |  |
| CNII                  | lading or freight delivery receipt.                                       |  |
| SKU<br>Store Peak     | Stock Keeping Unit - Refers to a specific style, color and size.          |  |
| Store Pack            | Packing by style, color and size (SKU) for a store.                       |  |

| Glossary of Terms and Definitions |  |  |
|-----------------------------------|--|--|
| Sub-Bill                          | A bill of lading always used in conjunction with a Master Bill of          |  |
|                                   | Lading. A sub-bill lists the detail information for a DC shipment; PO's,   |  |
|                                   | Dept. #, itemized by # of cartons and weight, etc.                         |  |
| UCC-128                           | Scannable bar-coded label located on the outside of a shipping carton.     |  |
| UPC                               | Universal Product Code - A twelve digit unique partner "SKU" number.       |  |
|                                   | The first six digits are a manufacturer's identifier number, the next five |  |
|                                   | digits are a specific product identifier (SKU), and the last digit is the  |  |
|                                   | check digit.   |  |
| VAN                               | Value Added Network – the designated communication network used to         |  |
|                                   | transmit and receive EDI transactions.                                     |  |
| Vendor Number                     | The Vendor Number is found on the PO in section titled "Pay To             |  |
|                                   | Vendor".   |  |
| VICS                              | Voluntary Inter-industry Commerce Standards for EDI transactions           |  |
|                                   | established by the UCC or Uniform Code Council.                            |  |