

BED BATH & **BEYOND**[®]

Beyond any store of its kind.[®]

VENDOR ROUTING GUIDE DOMESTIC MERCHANDISE VENDORS

Version 4.20

April 1, 2005

650 LIBERTY AVE., UNION, NEW JERSEY 07083

Please acknowledge receipt of Bed Bath & Beyond's Vendor Routing Guide (version 4.20) by signing and returning this page to:

Bed Bath & Beyond
650 Liberty Ave.
Union, New Jersey 07083
Attn.: Logistics Support Dept.
Fax: (908) 688-0413

A Corporate Officer or a Principal must sign this acknowledgment. If we do not receive a signed copy of the acknowledgement within **14 days** of receipt of the guide, we will assume that you accept the terms of the Vendor Routing Guide. We appreciate your prompt response.

Company Name: _____

BB&B Vendor #: _____

Name: _____
(Print)

Title: _____
(Print)

Please print the address to which future updates to this Guide should be sent:

Company Name: _____

Street Address: _____

City, State & Zip Code: _____

Attention: _____

Phone #: _____

Fax#: _____

Email Address: _____

Very Important: Do you ship product from a 3rd Party facility? YES NO

If **YES**, you **MUST** print name, address, contact name, phone # and email address of 3rd Party(s):

Note: If you are using the services of more than a single third party, please furnish a list.

I have received and read the Bed Bath & Beyond Vendor Routing Guide and agree to be bound by the terms and conditions contained therein.

Signed: _____

Date Signed: ____/____/____

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INTRODUCTION

Bed Bath & Beyond and its affiliate and subsidiary companies (“BB&B”) are dedicated to the continued development of strong relationships with its Vendors to ensure the timely and efficient delivery of merchandise to our Stores. This Vendor Routing Guide is intended to incorporate all Vendor related Transportation policies and procedures for both new store openings and existing store orders. This Guide includes instructions for shipment documentation, labeling, packaging, billing, and our Routing Compliance Policies.

We look forward to continued growth in our relationship and appreciate your adherence to our policies and instructions.

General Instructions:

The BB&B transportation strategy is designed to ship goods in an efficient, accurate and timely manner. In order to support this process, our packaging, routing, freight tender and shipping requirements must be adhered to. It is expected that all Vendors will meet these standards to minimize or eliminate their exposure to non-compliance/performance costs.

The following instructions are applicable to **all** vendors shipping merchandise. This includes vendors shipping either **prepaid, collect** or **third party**.

For those vendors shipping prepaid, BB&B is requesting that you follow all guidelines within this document and that you route via a BB&B approved carrier. This will help to facilitate visibility and scheduling of your shipments to our Stores.

Vendors are reminded and responsible for updating their BB&B's Store address by periodically downloading BB&B's Store list which can be found at www.vendor.bedbath.com.

Vendors are also responsible for ensuring that BB&B is provided with an accurate address for all Return to Vendor shipments.

Vendors shipping from multiple facilities or relocating a shipping facility:

Important Note: If a Vendor ships the same product from more than one facility, it is the responsibility of the **Vendor** to contact **BB&B** for Store/facility assignments. BB&B will inform the Vendor as to which BB&B Store locations should be serviced from which facility. Failure to notify BB&B of multiple outbound locations or failure to adhere to the specific instructions provided by BB&B will result in **performance** chargebacks.

Individual vendors who ship to BB&B under **multiple vendor numbers** from the **same ship origin** **MUST** combine shipments from all vendor #'s to an individual Store location on a single Bill of Lading and ship once per week. Vendors are asked to provide **ALL** vendor numbers on the Bill of Lading either in the Shipper Address section or as a reference in the body of the bill.

Vendors relocating a shipping facility:

A vendor considering relocating an existing shipping facility (e.g., replacing an existing facility with a new facility, consolidating one or more existing facilities, , **MUST** notify BB&B 180 days in advance of the anticipated relocation via our vendor website www.vendor.bedbath.com. A formal letter must also be sent to the Bed Bath & Beyond Logistics Department ATTN: Vendor Relocation

so we can have a copy on file. Please include in the letter, the location(s) you are currently shipping from, the location(s) that you will be shipping from, anticipated timing of the change along with a logistics contact to help us answer any questions as we assess the change in freight cost for Bed Bath & Beyond. Failure to notify BB&B of the relocation in the manner described above will result in routing **performance** chargebacks including the full undiscounted cost of freight for all such shipments.

Accessorial Responsibilities:

Please be aware that all charges for accessorial services performed under the following circumstances, will be the responsibility of the vendor. These services include, but are not limited to sorting, detention and pickups cancelled after carrier has arrived and are a result of:

1. Any services performed at the vendor's ship point.
2. Any services at the request of the vendor.
3. Any services due to the condition of freight tender by the vendor at origin.
4. Any services performed subsequent to carrier pickup as a result of improper freight tender (e.g. sorting and segregating).
5. Additional charges for HAZMAT shipments.
Address Correction Charges in which the responsibility for the incorrect address was the vendors, including correct Return to Vendor address information for RTV's and Guaranteed Buy Backs. All changes to this address MUST be communicated, in writing, to the appropriate Bed Bath & Beyond Buyer with a CC to the Vendor Relations department at vendorrelations@bedbath.com
6. Address Correction Charges in which the responsibility for the incorrect address was the vendors, including correct Return to Vendor address information for RTV's and Guaranteed Buy Backs. All changes to this address MUST be communicated, in writing, to the appropriate Bed Bath & Beyond Buyer with a CC to the Vendor Relations department at vendorrelations@bedbath.com
7. Note: Any additional freight charges associated with Reconsignment due to incorrect address information that BB&B does not receive in advance of a pickup will be the vendor's responsibility.

Vendors are reminded and responsible for updating their BB&B's Store address by periodically downloading BB&B's Store list which can be found at www.vendor.bedbath.com.

Vendors are also responsible for ensuring that BB&B is provided with an accurate address for all Return to Vendor shipments.

See Section 1C for a complete list of performance violation charges.

Effective Date:

Effective 15 days after the date published on this Routing Guide, Vendors must follow the carrier routing instructions detailed in this Guide

This version of the BB&B Routing Guide will supersede all previous versions. BB&B will monitor notification dates and Routing Guide download dates through our vendor support web site. If BB&B has notified the vendor of a Routing Guide change and the vendor fails to download the revised version, BB&B reserves the right to assess vendor based performance chargebacks 15 days from notification of the Routing Guide change.

Section 1: Routing Instructions:

The following section details instructions for Carrier selection, FedEx Ground **Shipping Parameters**, Special Routing considerations and BB&B’s Performance Violation Schedule.

A. Routing Requirements:

- **Merchandise** refers to **all** shipments of BB&B resale Merchandise.
- **New Store Opening (NSO)**, refers to all shipments consigned to BB&B New Stores.
- For purposes of this Routing Guide, a “Shipment” is defined as all cartons shipped to a single BB&B Store location in a single day from a single origin point.

Please follow the grid provided below to determine BB&B’s required mode for which your freight must be shipped:

Weight, Cube and Cartons	Route Via:
1 pound to 350 pounds AND less than or equal to 15 cartons	FedEx Ground Collect
1 pound to 350 pounds AND greater than 15 cartons	See Attachment A “State to State Routing Matrix”
Greater than 350 pounds and less than 3,000 pounds	See Attachment A “State to State Routing Matrix”
Greater than or equal to 3,000 pounds or greater than or equal to 500 cubic feet	Visit the Bed Bath & Beyond vendor support website at www.vendor.bedbath.com and click on the tab “truckload routing request” to submit a truckload request
All Air Freight, Expedited or Guaranteed Shipments	Contact Bed Bath & Beyond for instructions

- For all pickup requests, please call the authorized BB&B carrier for pickup at least 24 hours in advance. If you are experiencing larger than normal volumes (25% higher than normal), it is essential that you give BBB’s authorized carriers additional advance notice of at least 48 hours prior to pickup.
- If your shipping facility is not a direct service point for the authorized BB&B carrier, as per Attachment A “State to State Routing Matrix”, and is picked up by the authorized BB&B’s **interline partner**, you **MUST** always call the authorized BB&B carrier for pick-up. Never call the interline partner directly for pick-up. You must always enter the name of the authorized BB&B carrier on the Bill of Lading in the “Ship Via” or “Carrier Name” field. Never enter the name of the interline partner in the “Ship Via” or “Carrier Name” field. BB&B will not be responsible for any freight charges billed directly from the interline carriers.
- If a vendor has **aggregated** shipments that are equal to or greater than 3,000 lbs. and **equals or is greater than** 500 cubic feet, you **MUST** call the authorized BB&B carrier at least 72 hours in advance. **Regardless of how shipment is routed, you must indicate the cubic**

feet for the shipment on the Bill of Lading. Note: Advanced planning will assist in securing the required equipment from the carrier.

- Freight **MUST** be tendered with Store/Purchase Order integrity which is defined as follows: All cartons for an individual Store shipment must be loaded together on the trailer at all times, and if palletized, must **NOT** be distributed across multiple pallets unless the shipment is large enough to require more than one pallet.
- Bed Bath & Beyond will not be responsible for any sort and segregation charges arising from freight that is not tendered with Store/Purchase Order integrity. Sort and Seg is defined as cartons for a purchase order that are mixed throughout the trailer, or on more than one trailer.
- Bed Bath & Beyond will not reverse charges for shipments sent prepaid in error by the vendor.
- Bed Bath & Beyond will not be responsible for Collect shipments routed by the vendor via any Carrier except via those Carriers shown in Attachment A or in the above grid.
- Shipment integrity must be maintained throughout the loading process. For purposes of this Routing Guide, “Shipment” is defined as all cartons to a single BB&B Store location in a single day from a single origin point. A single origin point is defined as any shipping facilities located within the same zip code.
- Added cost incurred by our carriers for sort and seg will be charged back to the vendor as per our **Routing Performance Chargeback Schedule in Section 1C**.
- **HAZMAT Shipments: All associated Haz Mat accessorial charges are the responsibility of the Vendor.**
- Hazmat Shipment Packaging Requirements are as follows: For shipments classified as ORM-D
 1. At a Minimum, a 200 lb. Burst test or 32 Edge Crush Test (ECT) outer corrugated carton must be used.
 2. The gross weight of ORM-D’s cannot exceed 66 lb. (30 kg) (D.O.T. requirement)
 3. The gross weight cannot exceed the authorized gross weight limit indicated on the manufacturers test seal (see item 1 above)
 4. The maximum number of inner containers is limited to 2 x 1 gallons for glass receptacles and 4 x 1 gallon for metal or plastic receptacles.
 5. When routing shipments via Fed Ex Ground, ORM-D’s cannot be shipped to Alaska, Hawaii, Puerto Rico or Canada.
- The vendor is responsible to notify BB&B of temperature sensitive products, prior to shipping. Neither BB&B nor our carriers will be responsible for temperature related damages if notification has not been received prior to pickup. Please contact the BB&B Logistics Support Department (**See Section 5**) to confirm routing instructions.
- If you are vendor that has more than one Vendor Number and you ship these individual vendor numbers from the same location you must have a separate FedEx Account number for each vendor number/name. The account must reflect the individual Vendor name as the shipper. Example, POs from Vendor number 1 must be shipped from Vendor number 1, Fed Ex account number 1. POs from Vendor number 2 must be shipped from Vendor number 2, Fed Ex account number 2. Please keep in mind that this pertains to any third party shippers as well. If your third party facility ships for multiple vendor numbers they too must have an individual FedEx account name/number for each Vendor or they **MUST** be able to electronically distinguish to FEDEX the actual name or each vendor originating from that facility.

- Vendors are to ship individual Bed Bath & Beyond Store's no more than **once per calendar week**. In the event that a BB&B authorized carrier misses a pick-up which causes you to carry individual Store shipments over into the following week, you **MUST** combine those shipments with new orders you have for those same Store's and ship them on a single Bill of Lading during the next calendar week. Calendar week is defined as Sunday to Saturday. Multiple purchase orders received for an individual Store are to be aggregated and shipped on a single Bill of Lading on the same day. The Bill of Lading should list all purchase order numbers and represent the combined weight, cartons and cube for all P.O.'s shipping together, going to a single BB&B Store destination.
- Vendors are reminded that Bed Bath & Beyond's warehouse locations need to be prioritized as the **FIRST** orders to be picked and shipped. The warehouse store locations include 650, 651, 221, 690, 620 and 699 and should be prioritized in that order.

Fedex Package Visibility Solution:

- Effective April 30, 2004, all vendors were required to transmit the 20 digit UCC-128 Carton ID that corresponds to each Fedex Tracking Number in an electronic transmission to Fedex. This does not effect your current EDI 856 transmissions to Bed Bath & Beyond, only the transmissions you send directly to Fedex.
- If you are NOT currently providing this data, please go to our Vendor website vendor@bedbath.com (See Sample Screen Shots on Page 6 & 7), and click on the "Fedex Ground" Icon. Follow the instructions regarding how to transmit your data to Fedex. FEDEX is available to take your calls and help you implement this change.
- When visiting the web site you **MUST** complete the "Vendor Certification" tab (See Sample Screen Shot on page 6)
- All NEW Bed Bath & Beyond vendors **MUST** be able to transmit the UCC-128 carton ID with the corresponding Fedex tracking number within 15 days of your **FIRST** shipment to Bed Bath & Beyond via Fedex Ground.

Important Notes to remember when transmitting data to Fedex for this initiative:

1: For all vendors shipping via a Fedex or 3rd Party ship system eg, Cafe, Pitney Bowes, Kewill, etc, you **MUST** perform the Close (End of Day) procedure for your Fedex shipments **prior to the Fedex driver departing your facility**. **Failure to transmit your data to Fedex in a timely manner will prevent packages from getting in to the Stores visibility data stream**. For Compliance Performance purposes, shipments that are not transmitted prior to Fedex scanning at their terminal are subject to **performance violations** for issues such as our Multi-Ship Rule, UCC-128 Fedex Transmission Requirement, etc., since those transactions will show a pickup date after the date the pickup actually occurred.

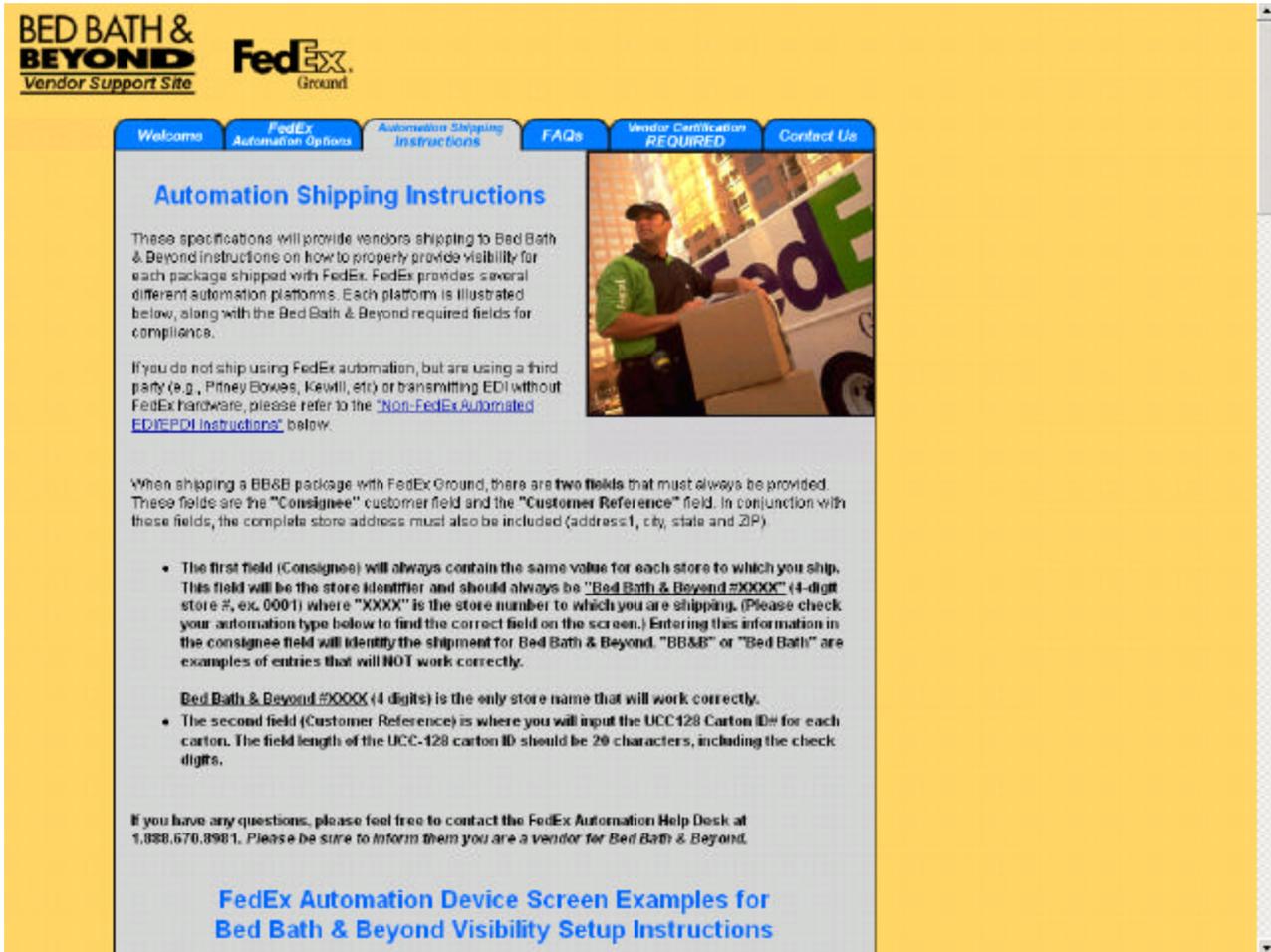
2: The BB&B Store Name and Number **MUST** be formatted as follows in the "Ship to" information in your data transmitted to Fedex:

Bed Bath & Beyond #0123

3. If the Bed Bath & Beyond Store address includes a **mall name**, you **MUST** show the mall name in the first line of the address field and the Street Address in the second line of the address field. For Stores **without** a mall name in the address, you may leave the first address field blank or move the Street Address up to the first address field.

4: The 20 digit UCC-128 Carton ID **MUST** be transmitted to Fedex as 20 digits, DO NOT include spaces, alpha, parenthesis or other characters . Anything other than the 20 digit ID will cause the information to be unreadable and noncompliant.

Automated Shipping Instructions Screen: The 20 digit UCC-128 carton ID MUST be transmitted in the Customer Reference field of every Fedex Tracking Number shipped to every Bed Bath & Beyond Store. Detailed instructions are available on the website.



BED BATH & BEYOND
Vendor Support Site

FedEx
Ground

Welcome | FedEx Automation Options | Automation Shipping Instructions | FAQs | Vendor Certification REQUIRED | Contact Us

Automation Shipping Instructions

These specifications will provide vendors shipping to Bed Bath & Beyond instructions on how to properly provide visibility for each package shipped with FedEx. FedEx provides several different automation platforms. Each platform is illustrated below, along with the Bed Bath & Beyond required fields for compliance.

If you do not ship using FedEx automation, but are using a third party (e.g., Pitney Bowes, Kewill, etc) or transmitting EDI without FedEx hardware, please refer to the [Non-FedEx Automated EDI/EDI Instructions](#) below.

When shipping a BB&B package with FedEx Ground, there are **two fields** that must always be provided. These fields are the "Consignee" customer field and the "Customer Reference" field. In conjunction with these fields, the complete store address must also be included (address1, city, state and ZIP).

- The first field (Consignee) will always contain the same value for each store to which you ship. This field will be the store identifier and should always be "Bed Bath & Beyond #XXXX" (4-digit store #, ex. 0001) where "XXXX" is the store number to which you are shipping. (Please check your automation type below to find the correct field on the screen.) Entering this information in the consignee field will identify the shipment for Bed Bath & Beyond. "BB&B" or "Bed Bath" are examples of entries that will NOT work correctly.

Bed Bath & Beyond #XXXX (4 digits) is the only store name that will work correctly.

- The second field (Customer Reference) is where you will input the UCC-128 Carton ID# for each carton. The field length of the UCC-128 carton ID should be 20 characters, including the check digits.

If you have any questions, please feel free to contact the FedEx Automation Help Desk at 1.888.670.8981. Please be sure to inform them you are a vendor for Bed Bath & Beyond.

FedEx Automation Device Screen Examples for Bed Bath & Beyond Visibility Setup Instructions

Vendor Certification Screen – For Vendors not yet transmitting electronically with FEDEX, please complete the entire questionnaire including your ESTIMATED date that you will be able to comply with our UCC-128/Tracking number transmission to FEDEX. Once you ready to begin transmitting LIVE data, you MUST return to the Vendor Certification screen and enter your ACTUAL LIVE transmission date:

The screenshot shows a web page with a yellow background. At the top left is the 'BED BATH & BEYOND Vendor Support Site' logo. To its right is the 'FedEx Ground' logo. A navigation bar contains six tabs: 'Welcome', 'FedEx Automation Options', 'Automatic Shipping Instructions', 'FAQs', 'Vendor Certification REQUIRED', and 'Contact Us'. The 'Vendor Certification REQUIRED' tab is highlighted. The main content area has a heading 'FedEx Ground. Shipping Made Easy!' and a paragraph explaining the certification process. Below this is a section titled 'BBB-FedEx Vendor Questionnaire' with several form fields and radio buttons for 'Ship Origin 1' and 'Ship Origin 2'. An image of a FedEx truck is on the right side of the page.

BED BATH & BEYOND
Vendor Support Site

FedEx
Ground

Welcome | FedEx Automation Options | Automatic Shipping Instructions | FAQs | **Vendor Certification REQUIRED** | Contact Us

FedEx Ground. Shipping Made Easy!

Please complete the following questionnaire to begin the certification process. All fields MUST be completed before submitting to Bed Bath & Beyond.

If you are ready for Bed Bath & Beyond and FedEx to test your transmissions for compliance, click [here](#).

BBB-FedEx Vendor Questionnaire

1. Vendor Name:

2. BBB Vendor #:

3. Vendors Ship Origin Address: Please enter information for all of your shipping origins. If your ship origin is a Third Party facility, you MUST enter the name of the Third Party as the shipper.

Ship Origin 1:

Shipper Name:

Third Party: Yes: No:

Address 1:

Address 2:

City:

State:

ZIP:

Ship Origin 2: (if Applicable)

Shipper Name:

Third Party: Yes: No:



FedEx Ground Shipping Parameters:

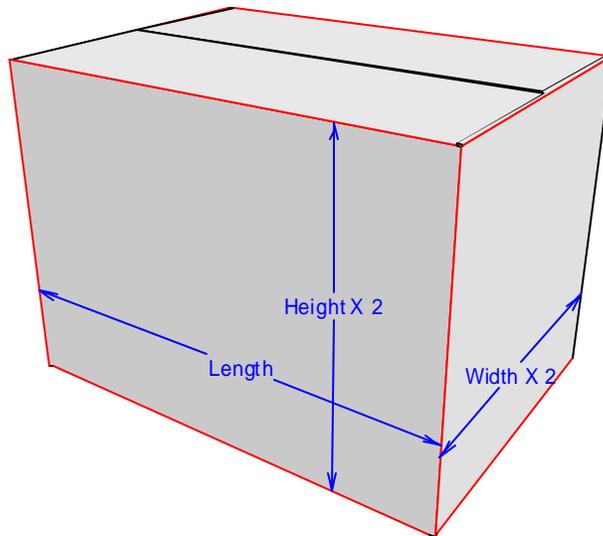
- Vendors shipping “**Collect**” must ship (using Collect bar code labels) via FedEx Ground “Collect”. If you are a New Vendor, please contact FedEx Ground’s New Account Set Up Department at **1-877-340-2840** or **800-231-9219**, 10 days prior to your initial ship date for a supply of Collect bar code labels. **BBB’s FedEx account number is NOT required in order to ship Inbound Collect to BBB Store locations. Generic Collect bar code labels are the only requirement for shipping Inbound Collect.** Please be sure to notify FedEx that you are a new BB&B shipper and have received routing instructions to ship **FedEx Ground Inbound Collect**.
- For any “Collect” shipments that are shipped to BB&B Store locations with **Prepaid** bar codes in error, the vendor will be responsible for payment of all freight charges and related accessories. BB&B will not authorize Prepaid charges to be reversed and billed “Collect” to BB&B.
- When calculating the weight of a package shipping via FedEx Ground, please be aware that FedEx’s policy is “Any fraction of a pound takes the next-higher rate”. Example: If you are shipping a carton that weighs 10.25 lbs., FedEx will bill that carton as if it weighed 11 lbs. Therefore, when calculating the weight of an individual store shipment, you must always round up to the next highest pound for all cartons where the actual weight is a fraction of a pound. Vendors are reminded to round the weight for each carton to determine the aggregate weight to a single store. Please refer to the matrix found on page 3 to determine the correct mode once you have aggregated the shipment.
- For FedEx Ground **Oversized** shipments: There are two types of **BBB “Oversized Packages”** as defined in the FedEx Ground Service Guide:
 - **O/S 1:** A package weighing less than 27 lbs., measuring more than 84 inches and equal to or less than 108 inches in combined length and girth (See Diagram below) will be classified by FedEx Ground as an Oversize 1 (O/S 1) package. The transportation charges for an O/S 1 package will be the same as a 27 lb. package being transported under the same circumstances.
 - **O/S 2:** A package weighing less than 36 lbs. and measuring more than 108 inches in combined length and girth (See Diagram below) will be classified by FedEx Ground as an Oversize 2 (O/S 2) package. The transportation charges for an O/S 2 package will be the same as a 36 lb. package being transported under the same circumstances.
 - **Any carton greater than 130” in girth must be shipped via LTL.**
 - All vendors are responsible for determining if any of the cartons they are shipping are considered Oversized by FedEx’s standards. If you have any **Oversized** cartons, you **MUST** complete the Vendor Oversized Carton form and return to BB&B via email to vendor@bedbath.com within 15 days of receipt of this guide. A sample of the form can be found in Attachment B. Please request the Excel version of this form by sending an email to vendor@bedbath.com with the subject of “BBB O/S Carton Form”. A blank form will be emailed to you within 24 hours. Please complete the form and return by email to the same address with the same subject as referenced above. Until BB&B responds to your Oversized Carton form, please follow the instructions below for calculating Oversized carton weight and following the routing guidelines to route your freight. BB&B will respond back to you within 15 days regarding your routing instructions for all subsequent shipments of Oversized cartons. Failure to identify Oversized cartons and return the form will result in routing violations chargebacks. Note: **The Vendor Oversized Carton form MUST be revised**

and re-submitted if there are any changes to the list of Oversized cartons listed on any previously submitted form.

- FedEx rates **BBB “Oversized Packages”** as a 27 lb. package for O/S 1 and 36 lb. package for O/S 2 **regardless of actual weight**. Therefore, for all Store shipments where the aggregate actual weight for a single Store is less than the LTL weight break and, **IN WHICH ANY** of the individual cartons qualify as “Oversized”, you **MUST** calculate the Oversize weight of each of those cartons as 27 lbs. for O/S 1 and 36 lbs. for O/S 2, to determine if the shipment qualifies for Fedex Ground or LTL routing.

Example: A Vendor has a shipment for an individual BB&B store for which the grid on page 3 states that all shipments weighing **less than 350 lbs. AND less than 15 cartons** must be shipped via FedEx Ground. The shipment consists of 14 cartons with the following actual weights: 6 cartons weigh 15 lbs. each and 8 cartons weigh 20 lbs. each, equaling a total actual shipment weight of 250 lbs. However, the six 15 lb. cartons qualify as “Oversized 2” based on the FedEx definition. These 5 cartons must now be calculated at 36 lbs. each. The adjusted Oversized shipment weight is now 376 lbs. and must be shipped via BB&B’s LTL routing instructions. See Attachment A for the “State to State Routing Matrix.

Oversized Carton Diagram: Length & Girth calculation = Height x 2 + Width x 2 + Length



Length: Measurement of the longest side.

Girth: Measurement of the distances around the package at its thickest part, at a right angle to the length. The total of these two measurements is the combined length and girth.

Contacting BB&B for routing :

- For shipments meeting the weight and cube specifications defined on Page 3 that require “**Contact BB&B for Routing**”, please complete the Truckload Routing Request form on the vendor support website at www.vendor.bedbath.com. See below for sample webpage.

The screenshot displays the 'Truckload Routing Request' form on the Bed Bath & Beyond Vendor Support Site. The page has a yellow header with the company logo and navigation links. A sidebar on the left contains a menu with options like 'routing guide', 'VC guide', 'truckload routing request', 'EDI mapping', 'FAQ', 'questions-comments?', and 'contacts'. The main content area is titled 'Truckload Routing Request' and contains a form with the following fields:

Please complete the information below.
All fields are required.

Vendor Name :
Bed Bath & Beyond Vendor ID:
Origin Address :
Origin City :
Origin State :
Origin Zip Code :
Origin Phone Number :
Origin Contact :
Origin Email Address :

Purchase Order(s): (Separate multiple values by using a space)
Freight Class: (Separate multiple values by using a space)
Weight: (Break out by weight, if necessary)
Total Weight: (Separate multiple values by using a space)

Pieces:
Pallets:
Cube:
Stackable? yes no
Can pallets be broken down? yes no
Destination Store#:
Destination City:
Destination State:

Air Freight, Expedited and Guaranteed Shipments:

For each of the above, please call BB&B Logistics Dept. at 908-688-0888 x4220 or x4771.

B: Special Routing Considerations:

Shipping to Puerto Rico

Vendors are to follow the routing instructions shown in the grid on page 3, regarding Carrier selection and weight breaks. Vendors are reminded that BB&B consolidates all product consigned to our Puerto Rico locations to a consolidation point in **Jacksonville, FL**. Multiple purchase orders received for Puerto Rico Stores are to be aggregated and shipped on a consolidated Bill of Lading. The following instructions are specific to shipping to any BB&B Store locations in Puerto Rico:

- All Bills of Lading are to be consigned to:

IMPORTANT NOTICE: EFFECTIVE FEBRUARY 1, 2005 AND LATER, ALL BILLS OF LADING CONSIGNED TO PUERTO RICO/RED OAK STORES MUST BE SHIPPED TO RED OAK'S NEW ADDRESS SHOWN BELOW:

Bed Bath & Beyond # XXXX
C/o Red Oak Logistics
4831 Bulls Bay Hwy.
Jacksonville, FL. 32219

Shipping to our Port Jersey Processing Center, Jersey City, NJ facility (#0650)

- All vendors are required to route this freight to our new facility located in Jersey City, NJ. When preparing your **Shipping Labels** and your **Bill of Lading**, your documents should read :

Bed Bath & Beyond #0650
Port Jersey Processing Center (PJPC)
100 Industrial Drive
Jersey City, New Jersey 07305-4510

- Vendors **MUST** label all individual cartons even if palletizing the shipment.
- Please note that these instructions **DO NOT** apply to BB&B #651, Totowa, NJ facility. All vendors **MUST** continue to ship to BB&B #0651 as instructed below:

Shipping to our Totowa, NJ facility (#0651)

- When shipping to BB&B Store # 651, All Bills of Lading are to be consigned to:

Bed Bath & Beyond #651
eService Center
11 Taft Road
Totowa, NJ 07512

Shipping to Store #221 or 620

As a reminder, Bed Bath & Beyond Store #221 and # 620 are received at the following address. When shipping to BB&B Store #'s 221 and 620, you must ship using separate, Individual Store Bills of Lading (Section 4B) with the ship to address shown as below:

Bed Bath & Beyond #221 c/o St. George Warehouse 19400 S. Western Avenue Torrance, CA 90502		Bed Bath & Beyond #620 c/o St. George Warehouse 19400A S. Western Avenue Torrance, CA 90502
---	---	--

In addition, all carton labels must specify the exact addresses shown above.

9000 Series New Stores/Departments: Bed Bath & Beyond has designated the **9000 store** number series for Harmon “Store-within-a-Store” departments and Fine China department’s opening in New **AND** Existing Bed bath & Beyond Stores. Vendors receiving Purchase Orders for 9000 series Stores will receive an email detailing the Ship-to address instructions (Example email below):

New Store Announcement

To our Trading Partners,

Enclosed is the address for store #0469 & #9469. Please ensure that these store are defined correctly on your system.

All orders received for store #0469 must be shipped to the following address:

Bed Bath & Beyond #0469
500 East Sanford Blvd
Mt Vernon, NY 10550

All orders received for store #9469 must be shipped to the following address:

Bed Bath & Beyond #9469
500 East Sanford Blvd
Mt Vernon, NY 10550

Store #9469 is a temporary location # used for the initial orders for this store.

The addresses for the 9000 series Stores can also be found on the **New Store Ship Dates** list located on our vendor web site: www.vendor.bedbath.com.

C: Routing Performance Chargebacks

Bed Bath & Beyond requires its vendors to strictly adhere to the instructions contained within this document. Vendors failing to adhere to these instructions will be subject to Performance chargebacks as per the schedule shown below. These charges are designed to cover the additional costs incurred by Bed Bath & Beyond and to foster improved performance with our Routing Guide instructions. Please be advised that BBB's decision to modify orders and/or forego chargebacks in any one or several instances shall not constitute an agreement to forego or waive any chargeback in the future, and shall not act as a waiver of the right to enforce chargebacks in the future. BBB reserves all such rights and remedies, including the right to fully enforce all vendor compliance procedures. **All charges subject to a minimum charge.**

Routing Performance Chargebacks:

EDI Violations	
Paper Invoices after use of EDI Invoice is required	\$5 per invoice (store level)
ASN received incorrectly, inaccurate, invalid, incomplete or not issued the same day that goods are shipped	\$2 per carton associated with documents in violation
UCC128 label invalid, illegible, missing.	\$2 per carton in violation
Failure to transmit a valid UCC-128 carton ID to Fedex in the required format and/or time frame.	\$2 per carton in violation
Routing Violations	
Shipping same store more than once per week from the same origin zip code.	Full undiscounted cost of freight associated with all shipments excluding the initial shipment for the week +\$25 Administration fee
Failure to follow routing instructions e.g. failure to Route via a BB&B authorized carrier	Full undiscounted cost of freight + \$25 Administration fee
Misdirected Freight: Vendor mislabeled and /or Shipped goods to incorrect location	Full undiscounted cost of freight + \$25 Administration fee
Failure to submit a Truckload Routing Request Form	Full undiscounted cost of freight + \$25 Administration fee
Shipping Prior to New Store Ship Date	\$75.00 per LTL Shipment/ \$5.00 per Fedex carton
Appointment Violations & Merchandise not available for pickup	All accessorial charges passed on from the carrier +\$25 Administration fee
All Prepaid or unauthorized Collect carrier accessorial charges e.g., detention, notification, storage, sorting, reweigh, etc., including pre-paid carriers attempting delivery without appointment.	100% of accessorial charge +\$25 Administration fee
Reversal of prepaid freight charges, e.g. vendor ships prepaid in error and requests BB&B to reverse freight charges back to BB&B	BB&B will not reverse charges. Vendor is responsible for paying original carrier directly
Failure to notify BBB of Oversized Cartons	Full undiscounted cost of the freight + \$25 Administration fee
FedEx Ground address correction charges	\$10 per address correction
Failure to notify BB&B 180 days in advance of relocation of shipping facility	Full undiscounted cost of freight for all such shipments until notification is received and approved plus \$100 Administration fee
Shipping an individual Store the same sku's from multiple locations or failure to ship goods from correct facility (if so designated by BBB)	Full undiscounted cost of freight from the facility in violation +\$25 Administration fee.
Freight Tender	
Freight requiring carrier sort and segregation, i.e.: orders shipped without BOL and/or store integrity)- which ever is correct	\$.75 per carton with a minimum \$15 per shipment to sort and segregate
Substandard Pallet quality	\$20 per pallet
Improperly palletized freight	\$20 per pallet to re-palletize
Incorrect carton or pallet label	\$2 per carton/pallet in violation
Missing, incorrect or incomplete Bill of Lading	\$25 per occurrence
Packing and/or sealing violations resulting in extra carton handling	All accessorial charges passed on from the carrier +\$25 Administration fee

Routing Performance Chargebacks Continued:

Purchase Order	
Early Shipment (other than New Store Orders)	
7 – 13 days prior to ship date	5% of cost of merchandise shipped early
14 – 20 days prior to ship date	10% of cost of merchandise shipped early
21 – 27 days prior to ship date	15% of cost of merchandise shipped early
28 + days prior to ship date	20% of cost of merchandise shipped early
Late Shipment or Non Shipment (other than New Store Orders)	
14 – 20 days after to ship date	5% of cost of merchandise shipped late
21 – 27 days after to ship date	10% of cost of merchandise shipped late
28 - 34 days after to ship date	15% of cost of merchandise shipped late
35 + day after the ship date	20% of cost of merchandise shipped late
Late Shipment Circular Goods- Orders not shipped between ship and cancel dates for orders identified by BBB as circular orders.	All costs to expedite or 20% of cost of merchandise not shipped on time at BB&B discretion. BB&B may choose to return late shipped goods at the Vendor's expense
Early Shipment New Stores	\$75 per LTL shipment, \$5.00 per carton FedEx
Late Shipment or Non Shipment – New store orders	All costs to expedite or 25% of cost of merchandise not shipped on time at the discretion of BB&B
Concealed Short Shipment: Quantity received in the store does not match what was indicated on the store Invoice	25% of cost of shortage on the SKU in addition to the cost of the SKU not shipped
Unordered, substituted, over shipped, cancelled items	20% of cost of such items SKU plus freight and handling costs if goods are returned
Partial Shipment (on orders designated as "ship complete")	20% of Purchase Order cost
Ticketing / Labeling Violations (UPC)	
UPC Violation (Invalid, incomplete, unscannable, unreadable, missing, not on file)	\$0.50 per unit with a \$50.00 minimum + \$25 Administration fee
Violation of legal labeling requirements including inaccurate declaration of weight or measure	Full reimbursement of any fines or penalties paid by BBB plus all related Administration costs (minimum \$50)
Retail Ticketing Violation (missing, incorrect)	\$25 per incident + \$1 per unit (for items that require retail ticketing)
Incorrect or Missing Size Labeling	\$25 per incident + \$1 per unit (for items that require size labeling)
Invoicing, Miscellaneous	
Error on invoice (No/Invalid/Wrong store #, PO #, Carton Count, Terms, Invoice Date, etc.)	\$25 per invoice
Duplicate Invoices received	\$25 per invoice
Request for copy of Check Remittance, Cancelled check or claim	\$25 per incident

Section 2: Carton Requirements:

This **Section** details requirements regarding Packaging, Carton Sealing, Carton Labeling and Carton Specifications.

A. Packaging Requirements:

- All products must be packed in a way that ensures that they will arrive free of any damage or wear.
- All packaging must be designed and manufactured to comply with all applicable standards as set forth by the National Motor Freight Classification (NMFC) to withstand the normal rigors of transportation and physical distribution processes.
- In addition to the above referenced NMFC guidelines, BB&B recommends that all vendors routing shipments through FedEx Ground have their packages tested by FedEx to ensure that they meet their packaging standards which are based on International Safe Transit Association (ISTA) guidelines.

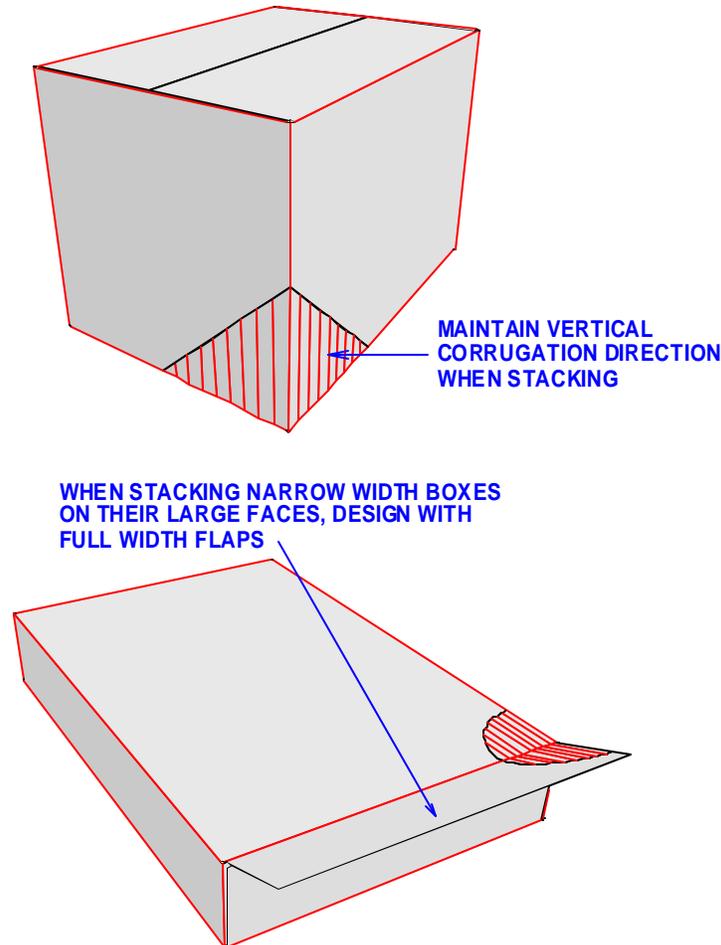
Please contact your local FedEx account representative to arrange for package testing. You can also read about ISTA at www.ista.org. Vendors are reminded that package testing is vital to avoiding potential claims where inappropriate packaging was used to transport BB&B merchandise.

- The master carton must meet the minimum single wall corrugated fiberboard carton specifications of adequate construction to sustain floor loading within trailers for distribution. As per NMFC guidelines, the Minimum Bursting Test for a single wall corrugated fiberboard carton ranges from 125 for a 20lb. carton, to 350 for a 120 lb. carton. The carton must also contain a seal of certification listing its bursting and weight constraints as set forth by the NMFC.
- The appropriate packaging includes, but is not limited to: cartons, crates, pallets, blanket wrap, and any of the preceding in combination, or any other packaging method that ensures that product arrives free of damage.
Note: Cartons not completely protecting vendor's product must be communicated by the Vendor to the Bed Bath & Beyond Logistics Support Group for agreement and written waivers. **See Section 5 for BB&B Contact List.**
- Sufficient **internal packing material** must also be used to ensure adequate protection during handling and shipping (e.g., Styrofoam peanuts, corrugated or wood dividers, corrugated corner protection, blow-in foam, items individually wrapped or bagged, etc.).
- It is the vendor's responsibility to package and protect merchandise subject to regional climactic specifications.
- All shipping cartons must protect inner packs and individual selling units.

B. Structural Design Recommendations

Whenever possible, containers should be designed with the corrugation direction vertical to the pallet surface when stacked in their most stable orientation.

Provide a *full overlap container* when designing boxes with narrow widths that are likely to be placed on pallets on their broadest faces for stability. A full overlap or FOL box features major flaps that fully cover the width opening of the box. This design will help to increase the compression strength of the package, reducing damage.



C. Domestic Outer Case Material Specifications

Containers manufactured either in or outside the US that are used to package goods transported within the United States must conform with Item 222 of the National Motor Freight classification Rules. The chart below is a simplified version of Item 222 applicable to the Bed Bath & Beyond maximum case weight

Singlewall Corrugated Boxes

Maximum Box Gross Weight (pounds)	Maximum Outside Dimensions Length, Width & Depth Added (inches)	Minimum Burst (lbs. / sq. in.)	Minimum Combined Weight Of Facings (lbs. / 1,000 sq. ft.)	Or Minimum Edge Crush Test (ECT) (lbs. / in.)
20	40	125	52	23
35	50	150	66	26
50	60	175	75	29
65	75	200	84	32
80	85	250	111	40

Doublewall Corrugated Boxes

80	85	200	92	42
----	----	-----	----	----

**This guide serves only as a minimum requirement for box materials. Allowances for product fragility, difficult distribution environments, long distribution cycle times and other issues should also be considered when specifying materials.*

Definitions

Burst Test:

Tests to determine compliance with the bursting test requirements must be conducted in accordance with Technical Association of Pulp and Paper Industry (TAPPI), Official Test Method T-810. A minimum of six bursts must be made, three from each side of the board, and only one burst test will be permitted to fall below the specified minimum value. Board failing to pass the foregoing test will be accepted if in a retest consisting of 24 bursts, 12 from each side of the board, not more than four burst tests fall below the specified minimum value.

Edge Crush Test:

Tests to determine compliance with the edge crush requirements must be conducted in accordance with Technical Association of Pulp and Paper Industry (TAPPI), Official Test Method T-811. A minimum of six tests must be made and only one test is permitted to fall below the specified minimum value, and that one test cannot fall below the specified minimum value by more than 10%. Board failing to pass the foregoing will be accepted if in a retest consisting of 24 tests, not more than four tests fall below the specified minimum value and none of those tests fall below the specified minimum value by more than 10%.

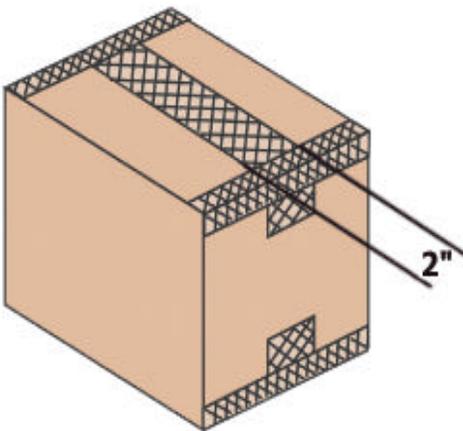
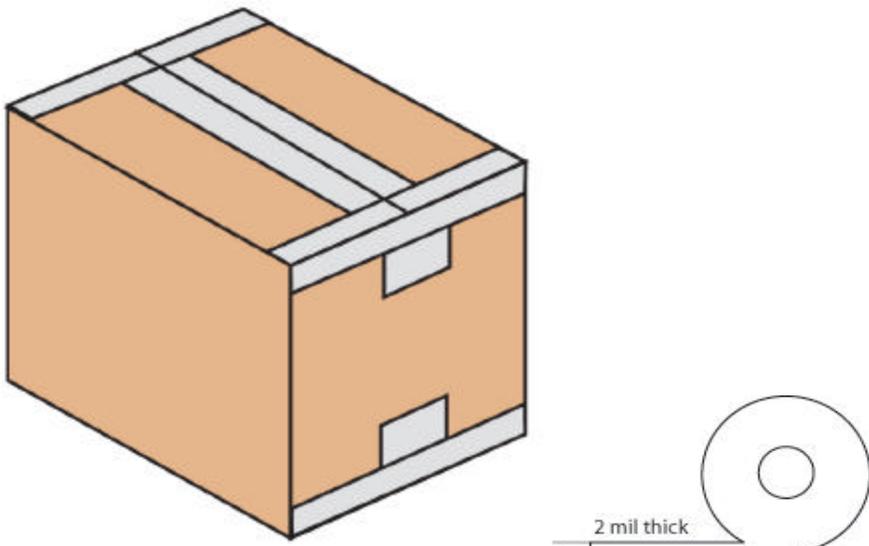
Combined Basis Weight of Facings

Weight of linerboard (or corrugating medium) expressed in terms of pounds per 1,000 square feet (MSF). The combined weight of facings is the sum of all liners (exclude medium basis weight). In the case of doublewall board total the basis weights of all three liners; outside, middle and inside (exclude medium basis weight).

D. Outer Carton Sealing Requirements:

Cartons must be sealed according to the following guidelines:

- Cartons must be sealed with reinforced paper tape or pressure sensitive poly tape.
- All items will be completely enclosed to insure product protection with no product exposure or protrusions that would injure personnel or damage material handling equipment.
- Plastic banding and nylon strapping is acceptable in conjunction with reinforced tape.
- No steel strapping (unless carton weight exception is granted for cartons in excess of 80 lbs.)
- Strapping, banding and/or tape must not cover labels or merchandise information
- If multiple cartons for the same PO are strapped together, each carton must have an individual UCC-128 carton label.
- It is recommended that multiple cartons be heat wrapped together as a replacement to banding since it offers savings in shipping costs and performs a superior function in protecting display box type items. Please keep in mind that each carton still requires an individual UCC-128 label.

	<p>Paper Tape</p> <p>Full length of all outer seams securely sealed with strips not less than 2" (50mm) wide.</p>
	<p>Pressure-Sensitive Tape</p> <p>Full length of all outer seams securely sealed with strips not less than 2" (50mm) wide. Tape must be a minimum of 2 mils thick.</p>

E. Labeling Requirements:

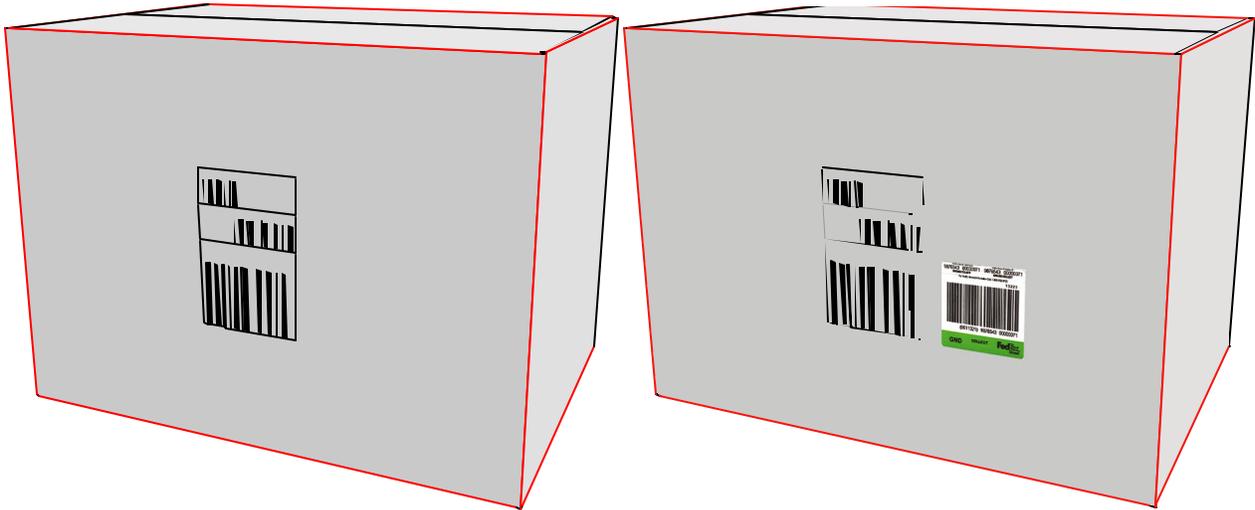
To facilitate movement, all cartons must be labeled according to the following specifications. If you are currently shipping using UCC 128 labels please follow the instructions below. Note: All vendors are to adopt a UCC-128 label as this is now Bed Bath & Beyond's standard. Our mapping standards are available on our web-site at www.vendor.bedbath.com.

UCC-128 Labels:

Cartons with UCC-128 labels must contain the following

- Cartons must have UCC 128 Label as per sample on Page 20.
- Label must be placed in the middle of the broadest, longest surface of the carton as shown in the diagram below.
- The FEDEX Collect label should be placed as close to the UCC-128 label as is physically possible without interfering with the design graphics or the UPC code.

Sample of Carton Label Placement



Note: If merchandise is shipped in the same carton that will be displayed on the sales floor, DO NOT place the shipping label on the facing of the carton. Place it on the bottom or the backside of the carton. Please ensure that no portion of the UPC barcode or pertinent graphics and merchandise specifications are covered. When shipping high-graphics packaging, please protect the graphics against scuffing by utilizing shrink wrap, plain outer boxes or outer coatings, whenever possible.

- Special handling requirements such as, but not limited to; Circular merchandise, Fragile, Flammable, Hazardous, Perishable, Protect from Heat, This End Up, Protect from Freezing, Rush etc., must be prominently displayed close to the outer cartons markings associated with the UCC-128 label.

SAMPLE UCC 128 LABEL:

Field A	FROM: Acme Corporation 123 Main Street Anytown, US 12345	TO: Bed Bath & Beyond Store #252 325 Park Avenue Columbus, OH 40059	Field B
Field C	CARRIER INFO: B/L: 1234567 SCAC: OVNT PRO: 123456789	POSTAL ZIP : 42040059 	Field D
Field E	PO Number: 1234567 BBB Vendor Number: 999999 		
	QTY: 12 UPC: 123456789012  Description: Coffee Mug - Ceramic Blue		Field F
Field G		Store: <div style="font-size: 2em; font-weight: bold; text-align: center;">252</div>	Field H
Field I	SSCC-18 (00) 0 0 0 02170 138907177 5 		

A - From	Vendor shipping point (origin)
B - To	Final Destination - BB&B store address
C - Carrier Info	The BOL, carrier SCAC and PRO # if available at label creation time
D - Postal Zip	Zip code corresponding to the Ship To location
E - PO & Vendor Number	Derived information from the PO (EDI 850 Purchase Order document)
F - Quantity, Description	Carton contents UPC and quantity. If the carton is a "Pick and Pack" or a "Mixed UPC" carton the DESCRIPTION field must contain "PNP" or "Pick and Pack" and the UPC field must be left blank.
G - Carrier Facility	Will be populated throughout the year via notifications from Logistics
H - Store number	BB&B store number
I - SSCC-18 Barcode	Standard UCC-128 barcode unique for each carton

F: Individual Carton Specifications

The Vendors cartons must fall within following size and weight guidelines or the carrier has the right to refuse the pick up of the freight. Written authorization is needed to ship outside of these specifications. **See the diagram below for a sample of carton dimensions.**

Merchandise Cartons

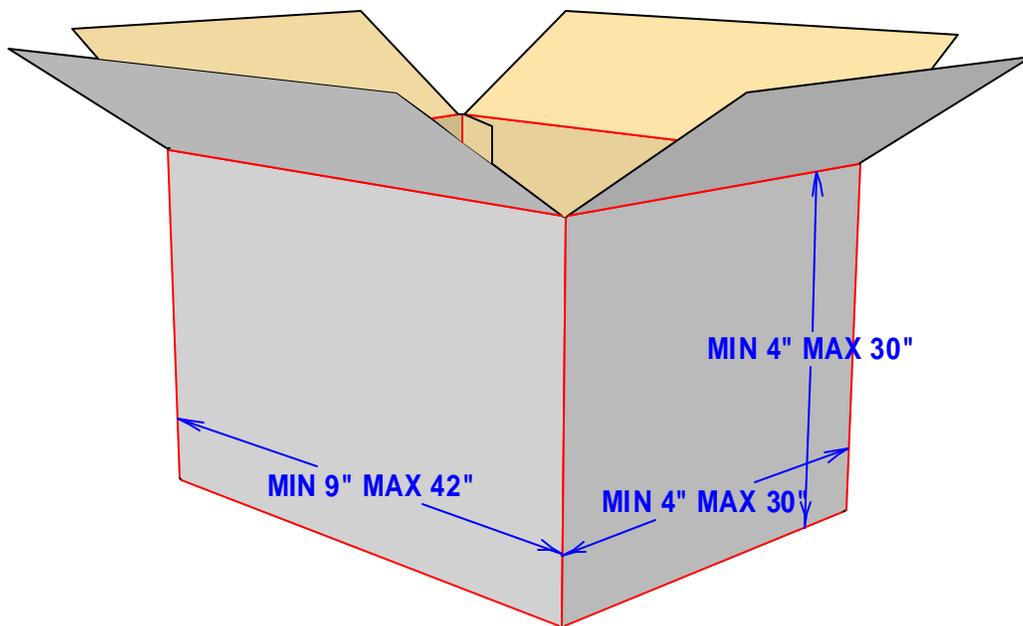
Carton Height: 4" to 30"

Carton Length: 9" to 42"

Carton Width: 4" to 30"

Carton Weight: Up to 80 lbs.

Sample of Acceptable Carton Dimensions



Please contact the Bed Bath & Beyond Logistics Support Dept. (See Section 5) for carton sizes outside of these dimensions.

Section 3: Freight Tender:

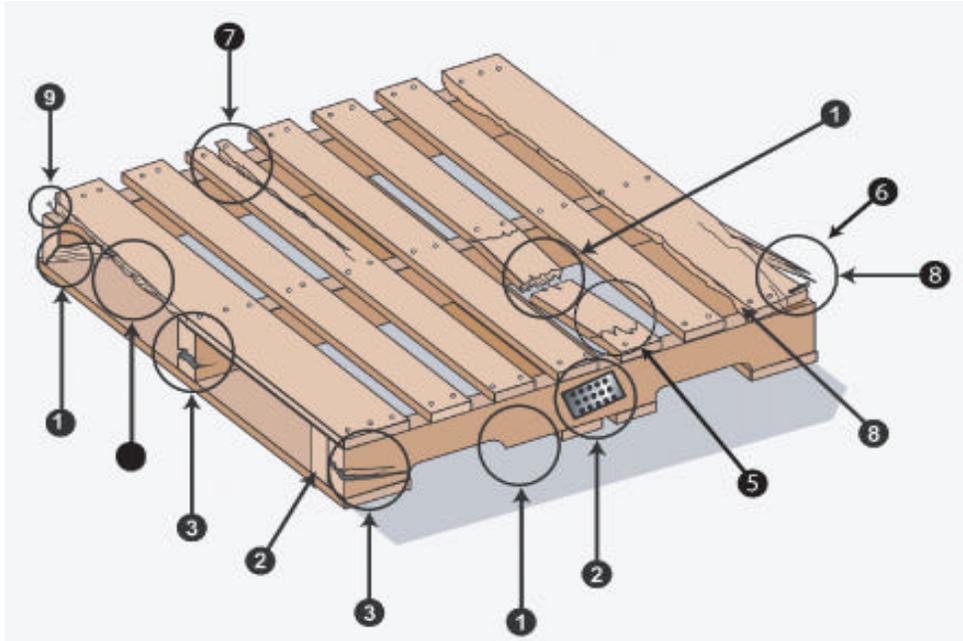
This **Section details** the requirements regarding the shipping of BB&B New Stores and Damage Free Loading of BB&B freight.

A. Pallet Requirements (If shipping on pallets):

If merchandise is palletized, the following standards must be adhered to:

- Pallets must be of at least Grade B, GMA 4 way type.
- Each pallet must be shrink-wrapped in clear, transparent shrink-wrap. Do not, under any circumstances, use colored shrink-wrap.
- The shrink-wrap should be tied or attached to the pallet ensuring that the first wrap covers the pallet and base cartons. Pallet should be wrapped a minimum of 5 times depending on the pallets height. This greatly reduces the risk of the pallet breaking apart in transit ensuring that all orders reach the stores intact.
- DO NOT double stack pallets and then shrink wrap them together to create a single handling unit when shipping via BBB's authorized LTL carriers.
- Single Pallet Weight may not exceed 1250 LBS without written authorization from BB&B's Logistics Department. See **Section 5** for contact information.
- For Merchandise requiring a larger pallet for product protection, please contact our Logistics Department. See **Section 5** for contact information.
- Freight is not to overhang the pallet. If the product does overhang, the Vendor is responsible for bracing and protecting the exposed areas of the merchandise.
- Pallet Height is not to exceed 7'.
- Cartons are to be placed on the pallet so that the labels face upward or outward.
- Pallet markings applied under the stretch wrap must include: Vendor number, Vendor name, ship from address, Store number(s), P.O. number(s) and carton count.
- For Vendors shipping more than one store on a pallet, each store's P.O.'s and PRO's must be separated. Our preference is to have a layer of stretch wrap separating the P.O.'s for each store. Note: Pallet marking requirements still apply.
- When building pallets with multiple SKU's for the same store, it is recommended that the greatest quantity of any single SKU be loaded first, stacking the SKU's with lower quantities on top. Exceptions may apply for heavy or oversized product. See Mixed Pallet Stacking Guidelines – Page 19.

Unacceptable Pallet Defects



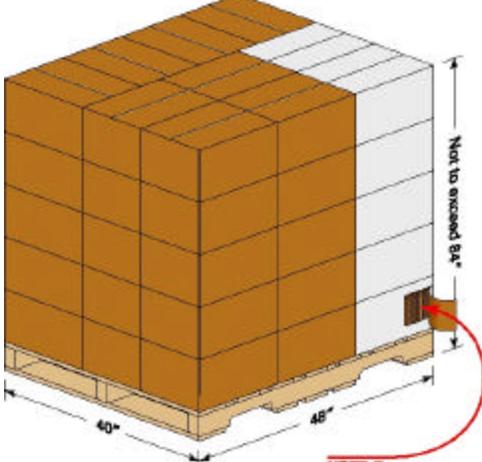
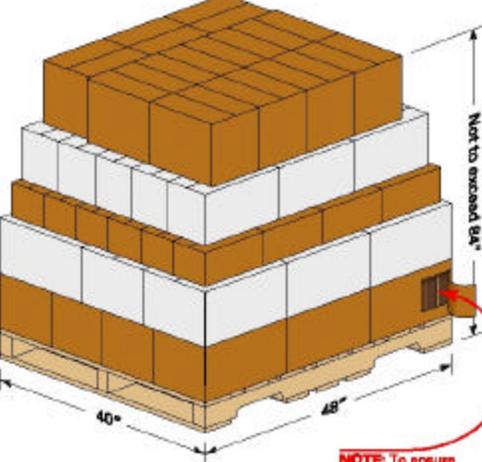
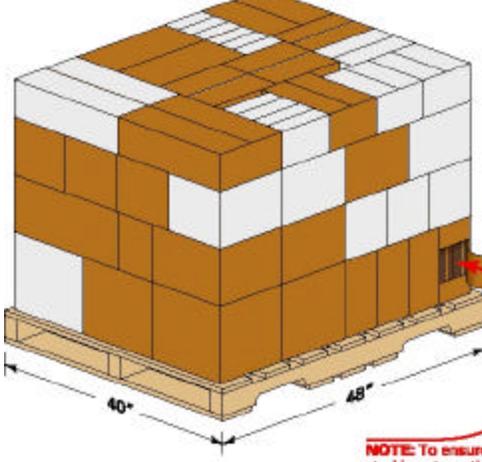
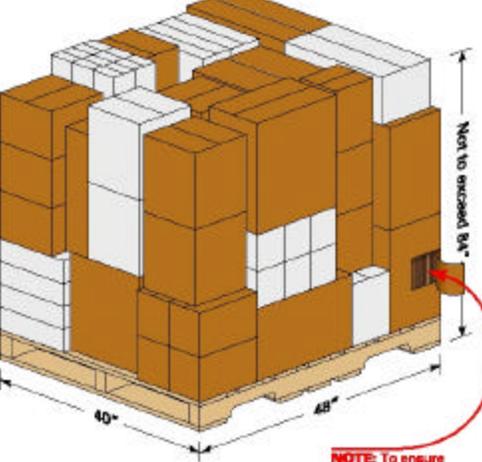
- Waiting for corrected diagram

- 1) No missing or broken boards on top or bottom.
- 2) No patched boards or metal repair plates.
- 3) A minimum of two repair or companion stringers is allowed. Weathering cracks which are not continuous and not visible from three sides are allowable.
- 4) Pallets are not required to be bleached white but should be clean and odor free. Clean pallets are free of debris and stains. Discoloration due to aging is acceptable.
- 5) No cracks on top or bottom boards greater than 1/8" wide and 15" inches in length.
- 6) No exposed splinters greater than 3 inches in length.
- 7) No tapered breaks with a depth of greater than 1 inch along a ten inch or more run. If at the ten inch distance the depth is less than inch, the pallet is good. If the one inch depth runs the entire length of board the pallet is unacceptable.
- 8) Nail heads or nail points are not to exceed 1/8" exposure from the surface of wood. Pallets are not to be rejected for exposed nails unless top or bottom board surface between nail head and stringer has been destroyed.
- 9) No partial footings. Partial footings are where 1/4 of a stringer board width or length connecting to a bottom board has been removed, or securing nail shanks are exposed in the stringer.

B. Mixed Pallet Stacking Guidelines

In order to maximize the performance of your packaging we have provided a process for building unit loads to minimize any chance of product damage.

- **Make whole stock pallets first if packages are of uniform size.**
- **If this is not possible, build whole pallet layers of like sized boxes.**
- **The next best option is to create mixed layers with same height items.**
- **Finally, if none of the above situations apply, arrange differently sized items within the outer edges of the pallet in a tight and efficient pattern.**

 <p>Whole Stock Pallet</p> <p>NOTE: To ensure stacking strength and minimize damage during shipping, ALL cartons MUST maintain vertical corrugation</p>	 <p>Layered Whole Pallet</p> <p>NOTE: To ensure stacking strength and minimize damage during shipping, ALL cartons MUST maintain vertical corrugation</p>
<p>Make whole stock pallets first.</p>  <p>Mixed Layers of Same Height</p> <p>NOTE: To ensure stacking strength and minimize damage during shipping, ALL cartons MUST maintain vertical corrugation</p>	<p>Build whole layers of like sized boxes.</p>  <p>Full Mixed Pallet</p> <p>NOTE: To ensure stacking strength and minimize damage during shipping, ALL cartons MUST maintain vertical corrugation</p>
<p>Create mixed layers with same height items.</p>	<p>Arrange differently sized items within the outer edges of the pallet in a tight and efficient pattern.</p>

C. New Store Shipments (NSO):

- Prior to shipping ALL New Store shipments, you MUST log on to www.vendor.bedbath.com and click on “New Store Ship Dates” to confirm when the freight should ship from your facility. Always log on **3 days prior to the ship date** to receive confirmation before shipping any New Store Order, as New Store ship dates may change. Vendors are reminded that shipping prior to the New Store ship date, is a violation of our Vendor Compliance Guide and will be assessed a penalty based upon the severity of the infraction.
- For all vendors who ship **prior to** our defined New Store ship date, carriers have been instructed to return the merchandise to the vendor. BB&B will chargeback the vendor for all return freight charges plus a chargeback for the Performance infraction.
- For vendors receiving EDI Purchase Orders, BB&B will notify our vendors of New Store contact information with the EDI 816 transaction set. This will be transmitted approximately 3-4 days ahead of the purchase order. Each trading partner should ensure that the Store is defined on their system before the orders arrive. The 816 will include the Store #, location, phone/fax # if available, and the **estimated** opening date. The date included for each Store is an **estimated** opening date and is subject to change. **Do not use this date as the ship date; always confirm the correct date through our web site discussed above prior to shipping.**
- New Store orders are identified by the presence of the SAC segment. **The SAC segment will only appear on a New Store order.**

Example:

SAC Service, Promotion, Allowance, or Charge Information

SAC01 Allowance or Charge Indicator	M	1/1	ID	A - Allowance
SAC02 Allowance or Charge Code	C	4/4	ID	E750 - New Store Discount
SAC06 Allowance/Charge %Qualifier	C	1/1	ID	3 - Discount/Gross
SAC07 Percent	C	1/6	ID	Percent expressed as a percent
SAC09 Measurement Code	C	2/2	ID	ZZ - Mutually Defined
SAC10 Quantity	C	1/15	R	0 - Blank
SAC11 Quantity	O	1/15	R	Additional Dating (number of days)

ORDER header will appear on your Purchase Order as shown on the sample below:

```

*****
* NEW STORE PURCHASE ORDER *
*****

                ** PURCHASE ORDER REFERENCE **                PO# 8355635

VENDOR          000842 LUIGI BORBIONI CORPORATION
                3000 CABOT BOULEVARD
                WEST SUITE 2000
                LANGHORRE, PA 19048
PHONE           (215)750-9222
FAX            (215)757-2661

SHIP DATE       4/15/02
CANCEL DATE    5/14/02
SHIP VIA:      EDI PO
                ** DO NOT DUPLICATE **

SHIP TO         00452 Eastgate
                BB&B Core #452
                600 Eastgate South Drive
                Cincinnati, OH 45245
BILL TO        00452 BB&B PROCUREMENT CO.
                C/O BED BATH & BEYOND - DEPT C
                PO BOX 3118
                UNION, NJ 07083

NEW STORE NOTES: PLEASE ALLOW 10% ADDITIONAL DISCOUNT AND 30 DAYS
                  EXTRA DATING.
ROUTING INFORMATION: IF A ROUTING GUIDE IS NEEDED CONTACT:
SHIPPING PERMISSION: LOGISTICS AT 908-683-0855 EXT 750
                  DO NOT SHIP BEFORE 3/25/02 DATE IS SUBJECT TO
                  CHANGE CALL 631-420-7050 X5360 OR X5361 TO CONFIRM

ENTERED BY: PBAVERO      DATE: 4/12/02

-----
  QTY   UPC      ITEM DESCRIPTION                VENDOR ITEM #   U/M   UNIT COST
-----
    6   32622609552  RIGOLETTO WNE S/4                C143K           S/4
    6   32622609453  RIGOLETTO GOB S/4                C144K           S/4
    6   32622609651  RIGOLETTO FLT S/4                C145K           S/4
    6   32622001660  RIGOLETTO BALLOON S/4           C152K           S/4
    8   32622002193  RIGOLETTO MART S/4              C166K           S/4
    6   32622002933  MICHELNGO GOB S/4               C179K           S/4
   12   32622002940  MICHELNGO WNE S/4               C180K           S/4
    6   32622003794  MICHELNGO BURGUNDER S/4         C189K           S/4
    6   32622004524  MICHELNGO MART S/4 7.5 OZ       C211K           S/4
    6   32622321355  MICHELNGO BRNDY S/4             C49K            S/4
    8   32622003107  RIGOLETTO MART 5PC SET         4103/1          EA

TOTAL
QTY   ---76
                                           TOTAL
                                           EXT. COST
                                           -----

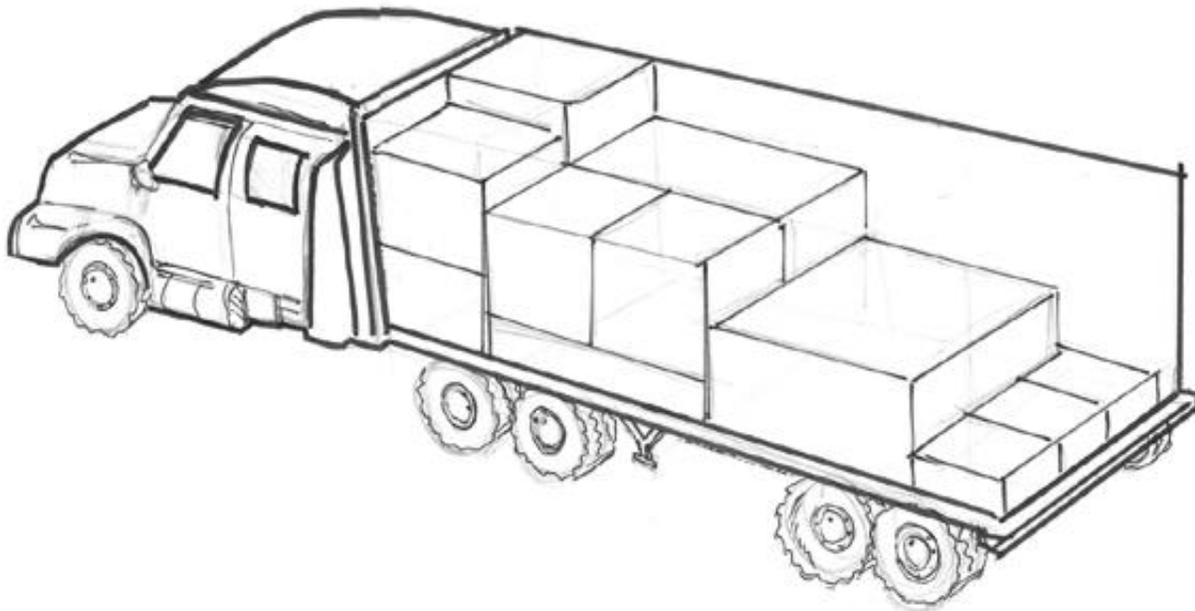
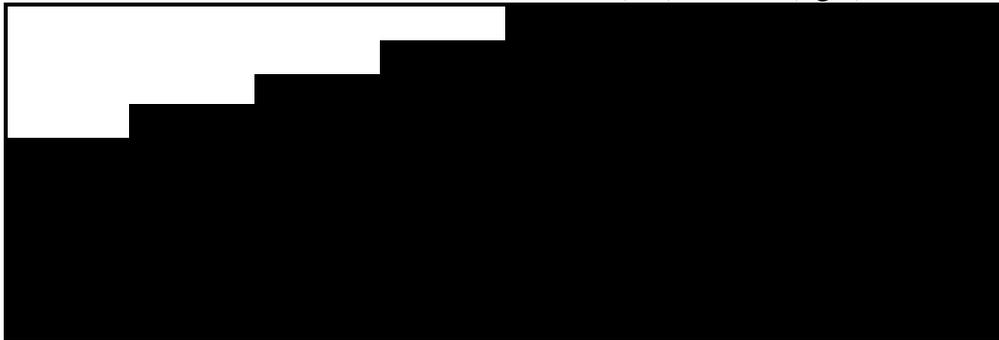
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PLEASE NOTE:
 By shipping this order, Seller is deemed to have accepted BB&B Terms and Conditions in effect and Seller expressly agrees to indemnify, defend and hold Buyer harmless, and to pay all of Buyer's expenses and legal fees relating to any claim, defense, settlement and/or judgement of any allegation that the product above (i) violates any intellectual property right of a third party or any law or safety regulation or (ii) has caused injury to any person or property.

D. Damage Free Loading

- When floor loading trailers, always load tight, bottom to top **and** side to side.
- When loading by pallets, tighten the spaces between pallets by using dunnage e.g., scrap pallets, cardboard and plywood to fill spaces and prevent damage.
- Always load heavy freight on bottom with light freight on top to prevent crushing and load instability.
- When loading product on a trailer that will not be filled to capacity, stack down the product on the rear of the trailer to resemble stair steps. This should minimize product from falling while the trailer is in motion, thus reducing the chance of damage. (See diagram below)

Side view of the trailer from tail (left) to nose (right).



Section 4: Documentation Requirements:

This Section details the requirements regarding Packing Lists, Bill of Lading , Shipper Load and Count agreements, “Said to Contain” shipments and the Billing of Freight Charges.

A. Packing Lists:

If you are an approved EDI vendor producing UCC-128 labels on each carton along with EDI 856 transaction to support the contents of each carton, **packing lists are no longer required to accompany the shipment.**

If you are **NOT** an Approved EDI vendor producing UCC-128 labels and 856 transaction sets then **packing lists are mandatory and must accompany each shipment.** On multiple carton shipments, each carton must be marked 1 of 10, 2 of 10,....., 10 of 10 to indicate the total number of cartons for each Purchase Order. The packing list must be presented in a clear plastic envelope and attached to the outside of the lead carton for each store’s shipment.

The packing list must contain the following information:

BB&B Store Number	Quantity by UPC/EAN Number
BB&B Store Address	Carrier Name
Vendor Name	Ship Date
BB&B Vendor Number	Purchase Order Number
Total Cartons	Vendor Part/Item #
Total Weight	Item Description

B: Bill of Lading:

Individual Store Bills of Lading:

Vendors must ship using store specific Bills of Lading. Based on our parameters of shipping once per week per Origin/Store combination, there should never be more than one (1) Bill of Lading, per Store location, unless you have received special authorization from our Logistics Department to do so in advance.

Bill of Lading is not required for merchandise shipped FedEx Ground.

Individual Store Bills of Lading must contain the following information:

- Vendor name and complete ship from address
- BB&B Vendor #
- Ship date
- Carrier Name (Note: If you are serviced by an interline partner for the authorized BB&B carrier, you **MUST** show the name of the authorized BB&B carrier, **NOT** the interline partner.
- Ship to address of BB&B Store # ___ and complete Store address.
- Aggregate number of cartons, weight and cube by BB&B Store location.

- Accurate NMFC # (including sub item # if applicable), NMFC Class, Number of Cartons and Weight by item. Please note that it is the **vendors responsibility** to update any changes to the NMFC #'s applicable to their products. Vendors will be responsible for all additional freight charges resulting from items that are misclassified.
- For Vendors shipping items that are subject to Release Value as per the NMFC, ie: Chinaware, Earthenware, Glassware, etc., the released value must be entered on shipping order and bill of lading in the following form:

"The agreed or declared value of the property is hereby specifically stated by the shipper to be Released to a value not exceeding .90 per LBS:"

OR

(Please choose the Value Range that accurately reflects the shipping value of the items shown on the Bill of Lading):

- Released to a value exceeding \$0.90 per pound but not exceeding \$3.80 per pound
- Released to a value exceeding \$3.80 per pound but not exceeding \$5.00 per pound
- Released to a value exceeding \$5.00 per pound but not exceeding \$9.50 per pound
- Released to a value exceeding \$9.50 per pound but not exceeding \$12.65 per pound
- Released to a value exceeding \$12.65 per pound but not exceeding \$19.00 per pound

Please note that this value is NOT stated for insurance purposes

- If you are shipping on pallets, include the weight of the pallet when calculating Bill of Lading weight. The weight entered on the Bill of Lading should be the total weight of the cartons plus the actual weight of the pallet(s). **Regardless of the Freight Class(s) of the cartons/merchandise, you MUST list the weight of the pallets at the appropriate Freight Class, as determined by the NMFC, for the type of pallets that you are tendering to the carrier. If you do not know the actual Class, please ask your local carrier terminal manager(s) for assistance.**
- Freight terms: collect or prepaid.
- For all vendors that are utilizing the services of a Third Party shipping facility (3PL), the VENDORS NAME and VENDOR NUMBER MUST be shown on the BOL as the shipper of record "In Care Of" the 3PL . All BOL's that show the 3PL as the shipper of record will be subject to Performance Chargebacks as per the Schedule in Section 1C
- Do not, under any circumstances, prepay and add freight charges to your invoice. Freight charges added to a vendor's invoice will be deducted and subject to an administrative fee (**See Section 1C "Routing Performance Chargebacks"**).
- See Sample Store Bill of Lading shown on the next page:

B. SAMPLE INDIVIDUAL STORE BILL OF LADING

Shipper: ABC Corporation Vendor #111 123 Main Street Union, NJ 07083		Consignee: Bed Bath & Beyond #001 715 Morris Turnpike Springfield, NJ 07081		Bill of Lading #12345	
Ship Date: March 1, 2003		Ship Via: XYZ Transportation		Freight Terms: Collect	
Number of Cartons	Description of Articles, Special Marks and Exceptions	Weight & Cube Subj. to	NMFC Class		
8	PO #1234567, SKU #12345678901 Cookware, Bakeware, NOI, Aluminum other than cast, other than Expendable, in boxes with or without handles, not nested. (NMFC #52895 Sub-1)	296 lbs/48 cu.ft	100		
6	PO #2345678, SKU #45678901234 Cookware, Cast Iron, in boxes or Crates (NMFC #52890) Bill to: Bed Bath & Beyond c/o Berman Blake Associates PO Box 9202 Old Bethpage, NY 11804-9002	240 lbs/33 cu.ft	70		
14 Cartons		536 lbs/81 cu ft.			
Shipper Per _____		Carrier Per _____			
Date ___/___/___		Date ___/___/___			

C. Shipper Load and Count Agreement

If product is shipped as “**Shipper Load and Count**”, BB&B will hold the carrier responsible only for cartons or pallets confirmed by the carrier at pick up.

For “**Shipper Load and Count**” scenarios: The agreement between the shipper and the carrier will dictate that cartons will be counted at the carrier’s facility. If the Vendor does not complete the Bill of Lading as stipulated in the agreement (e.g. the vendor completes the Bill showing a pallet count rather than a carton count) the carrier will only be responsible for the units as defined in the agreement. All other shortages will be the responsibility of the Vendor.

For “**Shipper Load and Count**” scenarios: Carrier and Vendors can only enter into an SLC agreement like the one provided on Page 26. It is important that each carrier and Vendor understand the exposure and risk of such agreements. Bed Bath & Beyond will assume no liability for any SLC agreements between carrier and vendor. Bed Bath & Beyond asks that all carriers adhere to and agree with the elements of an SLC as found below, in particular:

- The SLC agreements will stipulate piece counts, not skid counts.
- Notification of exception must occur within 24 hours of first point of break.
- Notification of exception or NO exception **MUST** be provided back to the vendor.
- When shipping cartons under our Shipper Load and Count agreement, if the orders have **NOT** been loaded as per the “Shipment Integrity” instructions shown in Section 1, sort and segregation charges **WILL** apply. When individual stores are loaded and verified by the shipper, consideration must be given to store integrity. If, for example, a store’s orders are loaded together (all cartons by Store are within 4 linear feet of each other), sort and segregation charges will **NOT** apply. On the other hand, if the cartons for a store are mixed throughout the trailer or, on more than one trailer, and must be sorted at the carrier’s first break, sort and segregation chargebacks will apply.

Bed Bath & Beyond will **NOT** acknowledge previous SLC Agreement’s and will assess a penalty to vendors who continue to use their previous SLC Agreement in which the handling units signed for are skids, without carton count documented.

If a Vendor has a Shipper Load and Count agreement that they would like BB&B to review to see if it fits within BB&B’s guidelines, please contact the BB&B Logistics Support Group at X4780

Sample Shipper Load and Count Agreement

SHIPPER LOAD & COUNT AGREEMENT _____ (Vendor Name) (herein known as the "Shipper") and Carrier. _____ (herein known as the "Carrier") agree to these terms set forth for specific freight tendered as Shipper Load & Count (SL&C) shipments for their mutual convenience:

1. The Shipper will include "SL&C" on the bill of lading, indicating that the Shipper counted and loaded the shipment without Carrier's driver present. The Shipper's failure to include "SL&C" does not change the liabilities of either party if the Shipper did in fact count and load the shipment.
2. The Shipper will Load Freight securely to withstand the normal rigors of transportation back to the destination Service Center. Shipper is required to include both Pallet count and carton count on Bill Of Lading. If carton count is not present on Shipper's Bill of Lading, carrier will refuse pickup and notify Bed Bath & Beyond of shipper's infraction.
3. Carrier's driver will not check the freight at the time of pickup.
4. Carrier's driver will sign the bill of lading with "SL&C" instead of a piece count. All provisions of the bill of lading contract which are consistent with this agreement will apply. The drivers failure to include "SL&C" does not change the liabilities of either party if the Shipper did in fact count and load the shipment.
5. Carrier will count and verify PIECES, defined as cartons or units (rolled goods) and note all exceptions (over, short, or damaged) when the shipment is actually physically handled from the original trailer. The Shipper will be notified by the _____ Service Center via (circle one) PHONE or FAX or EMAIL of either O/S/D exceptions or a clear delivery within 24 hours (excluding weekends and holidays) of the first physical handling of the freight. Physical Handling is defined as the point at which the PIECES are actually counted by carrier. The shipper's phone/fax number to be used is (_____) - _____ - _____ and the Shipper contact person will be _____ . If the shipper elected to be notified by Email their address is _____.
6. In the event of an O/S/D exception, Carrier will (check one):
 - _____ Hold the entire shipment, notify Shipper, and await disposition from Shipper.
 - _____ Adjust Shipper's bill of lading to account for the overage or shortage, and forward shipment to destination. Carrier agrees to note the exception for BB&B, on Bill of Lading and delivering documentation.
7. Carrier will not be liable for any shortages or damages occurring before the shipment is actually physically handled from the original trailer and reported to Shipper, unless there is evidence of a vehicle accident or negligence by Carrier.

This agreement is effective upon full execution by both parties and may be canceled at any time by 10 days advance written notice from either party.

SHIPPER

CARRIER

Signed: _____

Signed: _____

Print: _____

Print: _____

Date: _____

Date: _____

D: “Said to Contain” and “Shipper Load and Count”

If product is shipped as “**Said to Contain**”, BB&B will hold the carrier responsible only for cartons or pallets confirmed by the carrier at pick up.

For “**Said to Contain**” scenarios: BB&B’s designated carriers will NOT accept Bill’s of Lading that are marked “**Said to Contain**”. All Bills of Lading must have complete and accurate carton counts. If, however, the carrier cannot count the cartons due to stretch wrap inhibitors, or if the Bill of Lading information cannot be accurately verified, the carrier will sign for stretch-wrapped pallets as the responsible pieces. The carrier will only be responsible for the pieces (cartons or pallets) signed for. All other shortages will be the responsibility of the Vendor. Carriers will do their best to count each and every carton.

E: Billing of Freight Charges

If freight terms are “Collect”, the “Bill to” address must appear as follows:

**Bed Bath & Beyond c/o
Berman Blake Associates
PO Box 9202
Old Bethpage, NY 11804-9002**

Note: The above address is NOT for payment of merchandise, only for the payment of freight! Do not, under any circumstances, prepay and add freight charges to your invoice.

All Bill of Lading information must be complete and accurate. BB&B will not be responsible for any additional freight charges incurred resulting from incomplete or inaccurate information including but not limited to; weight, Ship to address, NMFC class, etc. All accessorial charges e.g., re-consignment charges, Weight Correction Charges etc., will be charged back to the Vendor.

Section 5: BB&B Contact List

All Extensions can be reached by calling 908-688-0888 followed by #9 (listing of all departments), #3 (Logistics/Vendor Compliance) and then #2 (for Vendor phone tree listing).

- Logistics Support Dept. x4780
- Truckload or Expedited Routing: x4771 or x 4220
- Temperature Sensitive Product x4780
- Purchasing/Fixture Shipments: x4655
- EDI and UCC 128 Labels: x4062
- Violations Chargebacks: x4229
- General Routing Guide Questions x4780

Attachment A State-to-State Routing Matrix

LTL Carrier Matix																
Origin	MD	ME	MI	MN	MO	MS	MT	NC	ND	NE	NH	NJ	NM	NV	NY	OH
AB	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite
AL	Overnite	Overnite	Estes	Overnite	Estes	Estes	ABF	Estes	ABF	Overnite	ABF	ABF	Overnite	ABF	ABF	Estes
AR	Overnite	Overnite	Overnite	Overnite	Estes	Estes	ABF	Estes	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite
AZ	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	ABF	Overnite	Overnite	Overnite	GI Trucking	Overnite	Overnite	Overnite
BC	ABF	ABF	ABF	ABF	ABF	Overnite	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF
CA	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	ABF	Overnite	Overnite	Overnite	ABF	GI Trucking	Overnite	Overnite
CO	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite
CT	Overnite	Estes	Estes	Overnite	Estes	Estes	ABF	Estes	ABF	Overnite	Estes	Overnite	Overnite	Overnite	Overnite	Overnite
DE	Overnite	Estes	Overnite	ABF	Estes	Estes	ABF	Estes	ABF	Overnite	Estes	Overnite	Overnite	ABF	Overnite	Overnite
FL	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite
GA	Estes	Overnite	Estes	ABF	Estes	Estes	ABF	Estes	ABF	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite
IA	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite
ID	ABF	ABF	ABF	ABF	Overnite	ABF	ABF	Overnite	ABF	ABF	ABF	ABF	ABF	GI Trucking	ABF	ABF
IL	Overnite	ABF	Estes	Overnite	Estes	Estes	ABF	Estes	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Estes
IN	ABF	Overnite	Estes	ABF	Estes	Estes	ABF	Estes	ABF	ABF	ABF	ABF	Overnite	Overnite	ABF	Estes
KS	Overnite	Overnite	Estes	Overnite	Estes	Estes	ABF	Estes	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Estes
KY	Overnite	Overnite	Overnite	Overnite	Overnite	Estes	ABF	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite
LA	Overnite	Overnite	Estes	Overnite	Estes	Estes	ABF	Estes	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Estes
MA	Overnite	Estes	Estes	Overnite	Overnite	Estes	ABF	Estes	Overnite	Overnite	Estes	Overnite	Overnite	Overnite	Overnite	Estes
MD	Overnite	Overnite	Estes	Overnite	Overnite	Estes	ABF	Estes	ABF	Overnite	Estes	Overnite	Overnite	Overnite	Overnite	Overnite
ME	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite
MI	Overnite	Overnite	Overnite	Overnite	Estes	Estes	ABF	Estes	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Estes
MN	ABF	ABF	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	ABF	Overnite	ABF	Overnite	Overnite	ABF	Overnite	Overnite
MO	ABF	Overnite	Estes	Overnite	Estes	Estes	ABF	Estes	ABF	Overnite	Overnite	ABF	Overnite	ABF	ABF	Overnite
MS	Overnite	Overnite	Overnite	Overnite	Overnite	Estes	ABF	Estes	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite
MT	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	GI	ABF	ABF
NC	Overnite	Overnite	Overnite	ABF	Overnite	Estes	ABF	Estes	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite
ND	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF
NE	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	ABF	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite
NH	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Estes	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite
NJ	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite
NM	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite
NV	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	ABF	Overnite	Overnite	Overnite	GI Trucking	Overnite	Overnite	Overnite
NY	Overnite	Estes	Overnite	ABF	Estes	Estes	ABF	Estes	ABF	Overnite	Estes	Overnite	ABF	ABF	Overnite	Overnite
OH	Overnite	Overnite	Estes	Overnite	Estes	Estes	ABF	Overnite	ABF	ABF	ABF	Overnite	Overnite	Overnite	Overnite	Overnite
OK	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Estes
ON	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite
OR	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	GI	Overnite	Overnite
PA	Overnite	Estes	Overnite	Overnite	Overnite	Estes	ABF	Overnite	ABF	Overnite	Estes	Overnite	Overnite	Overnite	Overnite	Overnite
PQ	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	Overnite	Overnite	ABF	ABF
RI	Overnite	Overnite	Overnite	Overnite	Overnite	Estes	ABF	Estes	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite
SC	Overnite	Overnite	Overnite	Overnite	Overnite	Estes	ABF	Overnite	ABF	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite
SD	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF
TN	Overnite	Overnite	Estes	Overnite	Estes	Estes	ABF	Estes	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Estes
TX	Overnite	Overnite	Overnite	Overnite	Overnite	Estes	ABF	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite
UT	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	GI	Overnite	Overnite	Overnite
VA	Overnite	Overnite	Estes	ABF	Estes	Estes	ABF	Estes	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite
VT	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite
WA	Overnite	Overnite	Overnite	ABF	Overnite	ABF	ABF	Overnite	ABF	Overnite	Overnite	Overnite	GI	GI	Overnite	Overnite
WI	Overnite	Overnite	ABF	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite
WV	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Estes
WY	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF

Attachment A State-to-State Routing Matrix

LTL Carrier Matix															
Origin	OK	OR	PA	RI	SC	SD	TN	TX	UT	VA	VT	WA	WI	WV	WY
AB	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF
AL	Estes	Overnite	ABF	Overnite	Estes	ABF	Estes	Estes	Overnite	Estes	Overnite	ABF	Overnite	Overnite	ABF
AR	Estes	Overnite	Overnite	Overnite	Estes	ABF	Estes	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF
AZ	Overnite	GI Trucking	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	GI Trucking	Overnite	Overnite	GI	Overnite	Overnite	ABF
BC	ABF	ABF	ABF	ABF	ABF	ABF	Overnite	ABF	ABF	ABF	ABF	ABF	ABF	Overnite	ABF
CA	Overnite	GI Trucking	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	ABF	Overnite	Overnite	GI Trucking	Overnite	Overnite	ABF
CO	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF
CT	Estes	Overnite	Overnite	Estes	Estes	ABF	Estes	Overnite	Overnite	Overnite	Estes	Overnite	Overnite	Overnite	ABF
DE	Estes	Overnite	Overnite	Overnite	Estes	ABF	Overnite	ABF	Overnite	Overnite	Estes	Overnite	Overnite	Overnite	ABF
FL	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF
GA	Estes	Overnite	Overnite	Overnite	Estes	ABF	Estes	Estes	Overnite	Estes	Overnite	Overnite	Overnite	Overnite	ABF
IA	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF
ID	ABF	ABF	ABF	ABF	ABF	ABF	Overnite	Overnite	GI Trucking	ABF	ABF	GI Trucking	ABF	ABF	ABF
IL	Estes	Overnite	Overnite	Overnite	Estes	ABF	Overnite	Estes	Overnite	Estes	ABF	Overnite	Overnite	Overnite	ABF
IN	Estes	ABF	ABF	ABF	Estes	ABF	Estes	Estes	ABF	Estes	Overnite	ABF	Overnite	Overnite	ABF
KS	Estes	ABF	Overnite	Overnite	Estes	ABF	Estes	Estes	Overnite	Estes	Overnite	Overnite	Overnite	Overnite	ABF
KY	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF
LA	Estes	Overnite	Overnite	Overnite	Estes	ABF	Estes	Estes	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF
MA	Estes	Overnite	Overnite	Estes	Estes	ABF	Overnite	Overnite	Overnite	Overnite	Estes	Overnite	Overnite	Overnite	ABF
MD	Estes	Overnite	Overnite	Overnite	Estes	ABF	Estes	Estes	Overnite	Overnite	Estes	Overnite	Overnite	Overnite	ABF
ME	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF
MI	Estes	Overnite	Overnite	Overnite	Estes	ABF	Estes	Estes	Overnite	Estes	Overnite	Overnite	Overnite	Overnite	ABF
MN	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	ABF	Overnite	Overnite	ABF	Overnite	Overnite	Overnite	ABF
MO	Estes	Overnite	ABF	ABF	Estes	ABF	Overnite	Estes	Overnite	Estes	ABF	ABF	ABF	Overnite	ABF
MS	Overnite	Overnite	Overnite	Overnite	Estes	ABF	Overnite	Estes	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF
MT	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	GI	ABF	ABF	ABF	Overnite	ABF	ABF
NC	Estes	Overnite	Overnite	Overnite	Estes	ABF	Overnite	Overnite	ABF	Estes	Overnite	ABF	ABF	Overnite	ABF
ND	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF
NE	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	Overnite	ABF
NH	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF
NJ	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF
NM	Overnite	GI Trucking	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	ABF	Overnite	Overnite	GI Trucking	Overnite	Overnite	ABF
NV	Overnite	GI Trucking	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	GI Trucking	Overnite	Overnite	GI Trucking	Overnite	Overnite	ABF
NY	Estes	Overnite	Overnite	Estes	Estes	ABF	Overnite	ABF	Overnite	Overnite	Estes	Overnite	Overnite	Overnite	ABF
OH	Estes	Overnite	Overnite	Overnite	Estes	ABF	Overnite	ABF	Overnite	Estes	ABF	Overnite	Overnite	Overnite	ABF
OK	Overnite	Overnite	Overnite	Overnite	Estes	ABF	Overnite	Estes	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF
ON	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF
OR	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF
PA	Estes	Overnite	Overnite	Estes	Estes	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF
PQ	ABF	Overnite	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	Overnite	ABF	ABF
RI	Estes	Overnite	Overnite	Overnite	Estes	ABF	Estes	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF
SC	Overnite	Overnite	Overnite	Overnite	Estes	ABF	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	Overnite	ABF
SD	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF
TN	Estes	Overnite	Overnite	Overnite	Estes	ABF	Estes	Estes	Overnite	Estes	Overnite	Overnite	Overnite	Overnite	ABF
TX	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	Estes	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF
UT	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF
VA	Estes	Overnite	Overnite	Overnite	Estes	ABF	Estes	Estes	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF
VT	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Estes	Overnite	Overnite	Overnite	ABF
WA	Overnite	GI Trucking	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	GI	Overnite	Overnite	GI Trucking	Overnite	Overnite	ABF
WI	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF
WV	Overnite	Overnite	Overnite	Overnite	Overnite	ABF	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	Overnite	ABF
WY	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF	ABF

Sample Only

Please request the Excel version of this form by sending an email to vendor@bedbath.com with the subject of "BBB O/S Carton Form". A blank form will be emailed to you within 24 hours. Please complete the form and return email to the same address with the same subject as referenced above.

Attachment B

BB&B Vendor Oversized Carton Information Form

Please fill out this form completely and accurately and return it as an email attachment to vendor@bedbath.com

Note: This form MUST be resubmitted if there are any changes to the information provided below.

Vendor Name: _____
 Vendor #: _____
 Ship City _____ State _____ Zip Code _____
 Location(s):

1			
2			
3			

Note: If you are shipping from a 3rd Party Logistics provider, please identify above.
 If you are shipping from more than 3 locations, please add a row and list all additional shipping points.

Logistics Contact: _____
 Phone #: _____
 email address: _____
 Fax #: _____

SKU #	Description	Case Pack	NMFC Class	Case Cost	Carton Dimensions			Weight
					Length	Width	Height	

Important: The SKU/UPC #'s shown above as Oversize, represent _____ % of the TOTAL # of SKU/UPC's (Oversize and non-Oversize) your company ships to Bed Bath & Beyond. (Example: If you ship 30 items to Bed Bath & Beyond and 18 items are classified as oversized, your percentage would be 60%).

Note: This form MUST be updated and returned to BB&B whenever any BB&B SKU/UPC #'s are dropped or other SKU/UPC's are added that qualify as Oversize