

shopbop

VENDOR OPERATIONS MANUAL

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1) WELCOME

Thank you for choosing to be a part of the BOP LLC (“Shopbop”) family. Shopbop strives to offer its customers the best selection of men’s and women’s fashion with the highest levels of service and convenience; and without you this wouldn’t be possible. This Shopbop Vendor Operations Manual (“Manual”) outlines the standards that Shopbop’s vendors (“You”) must adhere to in order to ensure we achieve these goals and continue to enhance Shopbop’s customers’ shopping experiences. The Manual supplements the Purchase Order (“PO”) and in the event of a conflict between the Manual and the PO, the PO will control. If, after reading this Manual, You have any unresolved questions, please reach out to Your Shopbop buyer representative or the applicable contact found in Section 8 of this Manual for assistance.

Please note that this Manual is subject to change without notice and it is Your responsibility to review the most recent version of this Manual regularly to ensure Your compliance. The most recent version can be found at Shopbop’s [Vendor Services Page](#).

2) GENERAL

2.1) CREDIT LIMIT

Shopbop is not subject to credit limits. Products and shipments cannot be held due to meeting or exceeding vendor-imposed credit limits.

2.2) RIGHT TO INSPECT

Shopbop or its authorized agents have the right to inspect products, product samples, and shipments before accepting delivery.

2.3) VENDOR COMPLIANCE AND STANDARDS

All vendors are obligated to adhere to all standards provided in this Manual and any requirements provided in a PO. Any deviation from the standards in this Manual must be pre-approved in writing by Shopbop. Shopbop will only pay You for units of products that are contained in shipments that have been received and accepted.

3) VENDOR AUDITS

All shipments and products are subject to comprehensive auditing when they arrive at Shopbop locations. If inaccuracies or defects are suspected, Shopbop’s Inventory Control and Quality Assurance teams may inspect a sample of 10% of the products and product styles in the shipment (up to 50 units of product), but Shopbop is under no obligation to do so. At Shopbop’s discretion, during the inspection, Shopbop may provide up to 5 photos/samples of the damaged units, but Shopbop is under no obligation to do so. For any products found to be incorrect or defective, Shopbop may return some or all of the products to You at Your expense.

4) GLOBAL TRADE IDENTIFICATION NUMBERS (GTIN, UPCs, or EANs)

You must use one universal identifier (a GTIN, UPC, or EAN) for Your products. This allows Shopbop to communicate using a common language. As a Shopbop vendor, providing GTINs/UPCs/EANs allows Shopbop to place and receive POs and move Your product directly through Shopbop’s distribution facilities without delay. The following practices ensure a successful UPC/EAN collaboration with Shopbop.

Shopbop requires all vendors to use GS1 registered and active GTIN, UPC, or EAN. Internal or company specific UPCs do not meet Shopbop’s requirements and are subject to chargebacks. To obtain a GS1 certified prefix block, please

visit www.gs1.org or contact Your local office directly. Once You have registered with GS1, please have a copy of Your current GS1 certificate on hand and available upon request.

4.1) INDUSTRY STANDARD REFERENCES

The below table provides reference material for registering and providing GTIN, UPC, and EAN.

TICKETING, FORMATING, ETC. GUIDELINES	GS1 US https://gs1us.org
NRF COLOR AND SIZE	NATIONAL RETAIL FEDERATION (NRF) STANDARD COLOR AND SIZE HANDBOOK https://nrf.com
INTERTRADE	THIRD-PARTY CATALOG PROVIDER https://ecCatalogue.intertrade.com
OPENTEXT GXS	THIRD-PARTY CATALOG PROVIDER https://opentext.com

4.2) PROVIDING SHOPBOP WITH GTIN/UPC/EAN DATA

At the time of the product offering and prior to Shopbop’s purchase (“Time of Market”), You must provide Shopbop all GTINs/UPCs/EANs and core attributes. Shopbop will not provide a confirmed PO until all required data fields are received. Failure to provide the required data fields may result in related non-compliance chargebacks or rejection of product. Data may be provided electronically via a third-party catalog, through JOOR or manually via an Excel spreadsheet, subject to 4.2.3.

4.2.1) CATALOG PROVIDERS

InterTrade and OpenText | GXS are Shopbop’s third-party catalog providers. To open an account with either service, please reference the appropriate websites above. Additional information for onboarding to the catalogues and connecting with Shopbop can be found [here](#).

- A. Catalogs must include UPC or EAN, product description and ID, selection code, NRF color and size codes, and color and size descriptions.
- B. Catalog data must be configured following GS1 guidelines.

4.2.2) JOOR AND JOOR LITE

Vendors that do not have an account with either InterTrade or OpenText | GXS can share UPCs through JOOR or JOOR Lite. For vendors using JOOR, please provide Your brand’s UPCs on the JOOR Pro Linesheet Template. For vendors using JOOR Lite, please provide Your brand’s UPCs on the JOOR Style Importer Template or the JOOR Data Uploader Template. Information on connecting with Shopbop through JOOR can be found [here](#).

4.2.3) NON-CATALOG VENDORS

Vendors that do not have an account with InterTrade, OpenText | GXS, JOOR, or JOOR Lite must provide an Excel spreadsheet with accurate GTIN, UPC, or EAN numbers and style information to Shopbop for manual loading. Chargebacks will be assessed for manual loading requests with product exceeding 100 GTINs, UPCs, or EANs per year. Additional information on providing GTINs manually can be found [here](#).

4.3) GTIN/UPC/EAN MARKING REQUIREMENTS

- A. Mark all merchandise with industry standard, vendor-generated, scannable GTIN, UPC, or EAN barcode tickets.
- B. All tickets must be visible and human-readable.
- C. Use only one of the following: a GTIN, a UPC, or an EAN.
- D. Do not use secondary barcode formats.
- E. Create and affix your tickets following the ticketing guidelines found in Section 5.

- F. Configure GTIN/UPC/EAN data to the specifications of GS1 and ensure the data matches across all platforms (ticket, catalog, JOOR, POs, shipping information, etc.).
- G. Ensure that Your UPC/EAN numbers have been assigned at the product ID/color/size level.
- H. Ensure GTINs, UPCs, and EANs are unique.
- I. Following accordance with industry standards do not reuse GTINs, UPCs, or EANs.

5) LABELING AND PACKAGING REQUIREMENTS

Each product must arrive with the required label and all required product information/labeling (and any other pieces). All required labels must be printed and affixed to the product packaging prior to arriving at a Shopbop location. All labels must be in English. Shopbop does not provide print services or provide print service recommendations. A sample label can be found in the Appendix for reference.

The information on the label affixed to each products' packaging must match the pack list and PO exactly. The labels should not include the Retail or Manufacturer's Suggested Retail Price. A sticker barcode must be affixed to the outside packaging of the product. Please ensure this ticket is easily found. Note that including this information on a hangtag attached to the products and visible through the packaging is not sufficient. The labels must contain the following information:

- A. Product ID
- B. Color Name*
- C. Size Description*
- D. Able to scan GTIN/UPC/EAN Barcode**
 - *Packaging slips must include a description of each products' applicable color codes, size codes, and subcategories of patterns.
 - **If UPC/EAN bar codes are not on the same label as the other information, the labels must be placed next to each other and both labels must be visible.
- E. For Beauty products, no special labeling is required as long as the product ID, Color Name and scannable GTIN/UPC/EAN barcode are all listed on the outside of the packaging.

5.1) PRODUCT INFORMATION/LABELING

It is Your responsibility to comply with all applicable laws, rules, or regulations relating to the products (including obtaining and maintaining any permits or licenses required to manufacture, distribute, sell, export, import, or otherwise deal in any product), and the product information (including without limitation electronic images provided or warnings required by law to be disclosed in any sale or advertisement of the product), packaging, labeling, export, and import documentation (if applicable). You must also comply with state and local laws applicable to the jurisdiction into which Your products are sold. In addition, You are responsible for obtaining any required licenses and permits and are liable for any penalties resulting from non-compliance.

Textile Product	Textile products (for example clothing) must comply with the Textile Products Identification Act . For more information, see Threading Your Way Through the Labeling Requirements Under the Textile and Wool Act , the Textile Act and the Textile Act Regulations .
Wearable Animal Fur Product	Wearable Animal Fur products must comply with the Fur Products Labeling Act . For more information, see the Federal Trade Commission's How to Comply with the Fur Products Labeling Act , the Fur Act , and the Fur Act Regulations .

Wool Product Descriptions	Wool products (items made of wool or recycled wool, which includes fibers from sheep or lamb fleece, Angora or Cashmere goat hair, camel hair, alpaca hair, llama hair, and vicuna hair) must comply with the Wool Products Labeling Act . For more information, see Threading Your Way Through the Labeling Requirements Under the Textile and Wool Act , the Wool Act , and the Wool Act Regulations .
California Proposition 65	Products containing chemicals on California's list must comply with California's Proposition 65 , which requires notice to California customers of products that contain chemicals on California's list of chemicals known to the state to cause cancer or reproductive toxicity . For more information, see the California Office of Environmental Health Hazard Assessment Proposition 65 .
Cosmetics	Cosmetic products must comply with the Food, Drug and Cosmetics Act . For more information, see the U.S. Food and Drug Administration's Cosmetics Labeling Guide .

Note: Shopbop does not sell fur. “Fur” means any animal skin or part thereof with hair or fur fibers attached thereto, either in its raw or processed state or the pelt of any animal killed for the animal’s fur. “Animal” includes, but is not limited to, mink, fox, rabbit, karakul lamb, and raccoon dog. The term “Fur” used here, does NOT include and therefore allows the sale of 1) such skins as are, or are to be, converted into leather or which in processing have, or shall have, the hair, fleece, or fur fibers completely removed, 2) materials clipped, shorn, or combed from animals, such as fleece, sheepskin, or shearling, 3) leather or hair attached to skin that is typically used as leather, e.g. cowhide with hair attached, or 4) synthetic materials intended to look like fur.

5.1.1) SPECIFICATION SHEETS

Delays in providing or receiving complete and accurate specification sheets will delay making the products available in Shopbop’s stores.

Specification sheets must be completely filled out and accompanying shipments containing footwear, belts, handbags/wallets, jewelry, sunglasses, and watch products (notated with an * in the table in Section 5.3). Blank specification sheets can be found on Shopbop’s [Vendor Services Page](#). Email a copy of the completed specification sheets to shopbop-producteditors@amazon.com prior to the start of the PO ship window. If the completed specification sheets are not received prior to the start of the PO ship window, a chargeback will be applied to the shipment. Detailed requirements for specification sheets can be found on the blank specification sheets, and include but are not limited to the following:

- A. Detailed metal and stone content on jewelry
- B. Source animal for all leather items using proper terminology in compliance with HTS
- C. The product country of origin
- D. Identification of faux/imitation leather/suede
 - 1. Faux/imitation leather/suede must be called out as synthetic on the spec sheets in order to expedite the process. Products containing questionable materials will not be made available in Shopbop’s stores until You confirm the contents.

5.2) PACKAGING

Packaging must conform to the applicable specifications, depending on product type, as described below.

- A. Shipments must arrive packed by PO, and by style. When possible, separate similar colors of different styles within a carton.

- B. Individually sold items must be packed separately in clear, sealed polybags, unless explicitly stated below.
- C. Products sold in sets must be packed in the same polybag.
- D. Liquid products must arrive sealed and be packaged individually in a clear, sealed polybag.
- E. Products must be packaged so as to avoid damage, and may not arrive in damaged/unsellable conditions.
- F. Polybags may not extend more than 2 inches beyond the dimensions of the product.
- G. Items approved to ship on hangers must be packaged in sealed polybags.
- H. All products must be shipped ready to sell and require no assembly. If the product is comprised of multiple parts, all parts must be contained in the same packaging and the products must be fully assembled.
- I. US shoe sizes should be used as a standard on the vendor labels, pack list, and invoice. If sizing differs from the US, a note must be made on the pack list stating the sizing used, and Shopbop's buying office must be made aware of the change.

PRODUCT CATEGORY	PACKAGING REQUIREMENTS
Apparel	Flat and in individual, sealed polybag.
Beauty	Products need to be either sealed in a polybag or pre-packaged in an outer-box. If product is not packaged in polybag or self-contained box, there should be a tamper seal or locked pump to prevent any leakage.
Coats, Overcoats, Bridal, Evening Gowns	Hanging and in individual, sealed polybag. Must be pre-assembled and hanger must support weight of item.
Swim	Flat and in individual, sealed polybag. Hygienic liners in bottoms. Sets packaged as one item. NO HANGING ITEMS ALLOWED.
Lingerie, Men's Underwear	Flat and in individual, sealed polybag. Sets packaged as one item. NO HANGING ITEMS ALLOWED.
Jewelry*	Each unit must be in its own container. If shipped with pouch or case, items must be inside pouch or case. It must be sealed in a polybag/container.
Handbags*, Small Leather Goods	Individually packaged/boxed and in sealed polybag. Dust bags must be inside handbag or the same polybag.
Footwear*	Individually packaged/boxed. All packaging must be properly sealed for transport. Dust bags must be folded inside the shoebox. Packaging should not be externally wrapped or rubber banded.
Belts*	Individually rolled and in sealed polybag.
Scarves, Hats, Gloves	Individually packaged and in sealed polybag.
Home, Gift	Individually packaged/boxed for individual unit transfer and in sealed polybag. If liquid, products must arrive sealed and be packaged individually in a clear, sealed polybag.
Sunglasses, Watches*	Individually packaged in cases and in a sealed polybag/container.

5.3) LITHIUM-ION, LITHIUM METAL, OR RECHARGEABLE BATTERIES

Effective February 6, 2015 The U.S. Department of Transportation ("DOT") Pipeline and Hazardous Materials Safety Administration ("PHMSA") has modified the requirements governing the transportation of batteries containing lithium-ion, lithium metal or rechargeable batteries. This affects how Shopbop ships products to its customers. The following information must be provided to Shopbop's buyer representative at time of order entry prior to shipping products containing these batteries to any Shopbop locations:

- A. Company name, address, and contact information
- B. Product name
- C. UPC
- D. Number of batteries inside the item
- E. Number of batteries outside of the item

- F. Battery type
- G. Watt hours per battery or cell
- H. Number of grams per battery
- I. Battery passed UN Testing Criteria (UN38.3)
- J. Number of batteries shipped outside the product
- K. Hazmat UN Number

5.4) HAZARDOUS MATERIALS

Prior to shipping products to Shopbop, it is Your responsibility to determine (or seek assistance to determine) whether the materials being shipped meet the DOT definition of a hazardous material. Each product that meets this definition is regulated as hazardous material by the DOT. Liquid hazardous material items must have the cap sufficiently sealed to prevent possible loosening or leakage during transportation (such as heat seal or other secondary means of closure).

5.4.1) Safety Data Sheet

Prior to shipping any hazardous product to Shopbop’s facilities, You must submit a Safety Data Sheet (“SDS”) electronically to the Shopbop buyer representative for review and approval. The SDS must include the completed transportation Section.

6) SHIPPING AND RECEIVING

6.1) SHIPPING WINDOW

The PO specifies the shipment’s shipping window. The shipping window begins on the “start date” listed on the PO and concludes on the “cancel date” listed on the PO. Products may not arrive at Shopbop’s locations before the start date or after the cancel date unless pre-approved by Shopbop’s buyer representative. If a shipment (partial or full) is approved to arrive outside of the shipping window, Shopbop may require an item discount and vendor-funded expedited shipping.

6.2) GENERAL SHIPPING REQUIREMENTS

In order to be eligible to leverage Shopbop’s negotiated rates for domestic or international shipping to Shopbop locations, You must adhere to these shipping requirements. Shopbop will not reimburse You for shipping fees incurred.

A. Account Codes

If You do not currently have a UPS account set up, You must set up an account with UPS to ship via third-party charge/collect to shipper. By using UPS, all customs processes will be handled through their broker.

1. Domestic Shipping to Shopbop
 - a. Shipments under 150 lbs. (Small Parcel)
 1. Use UPS Parcel Services under account number 1135EW.
 2. Unless otherwise directed on the Purchaser Order, please ship direct to the Shopbop address below:

Shopbop.com – Division of Bop, LLC
4718 Helgesen Drive
Madison, WI 53718
Tel: +1 608 270 3900
 - b. Shipments over 150 lbs. (Road Freight – LTL or FTL)
 1. Transportation must be scheduled through Source Alliance

2. The Bill of Landing (“BOL”) will be provided by Source Alliance
 3. Please follow the instructions in the Inbound Routing Letter (reference Section 6.3)
2. International Shipping to Shopbop
 - a. All International shipping to Shopbop must be scheduled through Source Alliance
 1. Please follow the instructions in the Inbound Routing Letter (reference Section 6.3)
 2. Unless otherwise directed on the Purchaser Order, please ship direct to the Shopbop address below:

Shopbop.com – Division of Bop, LLC
4718 Helgesen Drive
Madison, WI 53718
Tel: +1 608 270 3900

B. Required Information for Invoices

In addition to Shopbop’s invoice requirements in the PO or otherwise requested by Shopbop, You must provide the following information on or attached to each invoice submitted to Shopbop:

1. For textile items, detailed description of the items, including the following:
 - a. For clothing and textiles (including handbags)- the materials the items are composed of (percentage of composition)
 - b. The structure of the item (i.e. knit, woven, etc.)
 - c. The department style (i.e. Men’s, Women’s, Unisex, etc.)
 - d. The complete name and address of each item’s manufacturer.
 - e. The full 10-digit HTS Code for all products and parts
 - i. <https://hts.usitc.gov/current>
 - ii. The complete name and address of the actual manufacture
2. The currency exchange rate for Your non-USD currency to USD (if applicable).
3. The entered value of each product (in USD).
4. The total value of the shipment (in USD).
5. The country of origin of each product.
6. The incoterms.
7. For imported items that may include fish and/or wildlife in them –USFWS Form 3-177 must be completed and the information provided on that form must also be listed on the invoice.
8. Provide a completed footwear form for each shoe style (Footwear forms can be retrieved from Shopbop’s preferred broker, Shapiro).
9. If any discounts, assists, or royalties are given, provide the reason for the discounts, assists, or royalties.
10. A copy of the packing list.
11. Unless You are classified as an Import vendor (per the vendor agreed upon terms and conditions), shipping arrangements for shore to shore delivery is at Your expense. Once the item has been imported into the USA, follow Domestic Shipping to Shopbop guidelines (6.2.A) to ship the items to Shopbop.

C. Shipping Labels and Product Packaging Standards

All shipments must comply with the following label and product packaging standards. Please see Appendix (Section 10) for images and examples.

Note: Shopbop does not participate in pallet exchange.

1. Shipping Labels
 - a. Shipping labels must match exactly what is listed on their corresponding POs.
 - b. Shipping labels must be exclusively addressed to Shopbop.com – Division of BOP, LLC.

- c. Shipping labels and BOLs must contain full POJ or POM# in (reference line 1), correct address of Shopbop’s fulfillment center, and have a return address.
 - d. Freight shipments must be clearly labeled with the POJ or POM# on each box on the pallet.
 - e. Shipping labels must be affixed to the longest side of the container.
2. Product Packaging
- a. No single carton may weigh more than 40 lbs. (18 kg).
 - b. No shipments may be floor loaded.
 - c. Each carton must be marked, sequentially (e.g. 1 of 3, 2 of 3, 3 of 3) on their exterior.
 - d. Pallet/skid shipments must:
 - i. Not contain cartons that are stacked on pallets/skids higher than 6’ tall.
 - ii. Cartons may not hang over the edge of the pallet.
 - iii. Pallets may not be double stacked (pallet on pallet).
 - e. All cartons should be standard, shippable containers that will sufficiently protect the contents during transit and receipt into the Shopbop locations. Generally acceptable standards can be found at www.ups.com.
 - f. Void fill should be recyclable material and should prevent damage to goods while in transit.
 - g. Footwear void in master shipping cartons must be filled with a box that is clearly marked “empty” or “recyclable material (dunnage)”. Any damaged boxes will be returned or Shopbop may require You to deliver new boxes. The return of items with damaged boxes, the delivery of new boxes, and/or the disposal of damaged boxes will be at Your expense.

6.3) Large Shipment Process Requirements

You must contact Source Alliance to schedule the shipment through one of their carriers by calling **1-855-226-2600** or emailing shopbop@sourcealliance.net prior to shipping any domestic shipments **over 150lbs** and International **over 100lbs** to Shopbop.

Note: You may not contact Source Alliance carriers directly, and their carriers require a 2-hour notice prior to close time. All scheduling, changes, questions, or concerns must be directed to Source Alliance.

A. You must have the following information prepared prior to contacting Source Alliance:

- 1. For all shipments:
 - a. Actual Pickup Date
 - b. Ship From Address
 - c. Ship To Address
 - i. Source Alliance (Chicagoland Warehouse)
 - ii. 2301 Lunt Ave Elk Grove Village, IL 60007
 - iii. (312) 226-2622
 - d. Shipper Contact Name, Phone Number, and Email Address
 - e. Per Carton:
 - i. Carton Count
 - ii. Carton Weight
 - iii. Carton Dimensions
 - iv. Carton PO Number
 - v. Carton Sales Order Number
- 2. For parcel shipments:
 - a. Provide all parcel tracking numbers.
- 3. For International shipments:
 - a. Provide the commercial invoice.

- B. Once You have provided Source Alliance with the required information, including the information described above:
- a. Source Alliance should send You the BOL/Airway Bill and schedule the carrier to arrive on the specified date and time with any special instructions provided.
 - b. You may only use the BOLs provided by Source Alliance for the shipments
 - c. If/when requesting proof of delivery, You must email the PO numbers to shopbop-freight@amazon.com prior to shipment.
 - d. Do not apply additional stickers at time of loading. Some carriers may provide electronic PRO#s on the BOL prior to driver arrival, and the tracking number will appear on the right side under the carrier SCAC.
 - e. Any non-compliance with this Section must be reported to Source Alliance immediately.

Note: In addition to Shopbop's rights described in Section 2.4, You are responsible for reimbursing Shopbop for all freight charges incurred by Shopbop as a result of Your failure to comply with this Section. At Shopbop's discretion, Your payment to Shopbop for the freight charges incurred by Shopbop will be made in the form of an invoice deduction or a direct payment.

6.4) PACK SLIP/PACK LIST

Before any carton ships from Your facility to a Shopbop location, each pack slip/pack list must be emailed to: shopbop-packlist@shopbop.com, and contain the full PO number in the subject line. Each pack list/pack slip must be in English and include the following information:

- A. Shopbop's full POJ or POM number (for example: POM00012345 or POJ00123456)
- B. Style Numbers exactly as they appear on the original order/PO
- C. Style Descriptions
- D. Color Names in English – if You use color codes, a legend must be included
- E. Sizes
- F. Quantities broken down by style, color, size.
- G. The pack list must contain full list of the products contained in the current shipment, including their gross and net weight.

6.4) EXCEPTION REQUESTS

All shipping exception requests must be submitted to Your Shopbop buying representative via email in advance of the shipment leaving Your facility. The subject line for such requests must include the full PO number and the following information must be included in the communication:

- A. PO#: (POJ00123456 or POM00012345 for example)
- B. Carrier
- C. Carton Count
- D. Tracking/BOL#
- E. Estimated Delivery Date
- F. And ONE of the following:
 1. For DOMESTIC shipments:
 - a. For requests to use another carrier: include an explanation for why You are not using UPS ground or Source Alliance.
 - b. For expedited shipping requests: include why You are rushing delivery service.
 2. For INTERNATIONAL shipments:
 - a. For requests to use another carrier: include an explanation for why You are not using UPS express carrier or Source Alliance.

Note: Exception requests are subject to review by Shopbop and may or may not be approved in Shopbop’s sole discretion. Failure to include any requested information may result in rejection of Your request. Shipments sent in accordance with an approved exception requests are at Your own expense. Failure to submit an exception request prior to shipping a non-conforming shipment is not permitted.

7) FINANCIAL

7.1) INVOICING

7.1.1) Invoice Submission

Regardless of whether You work with a third-party/factor for Your collections, You must email Your invoice, in PDF format, to invoices@shopbop.com as soon as Your shipment has departed Your facilities. Shopbop may offer Electronic Data Interface (“EDI”) invoice processing to You, at its discretion. You may request electronic invoicing, by emailing ediinvoicing@shopbop.com. Shopbop will evaluate Your request to determine if Your company is eligible for Shopbop’s EDI program.

Note: Shopbop does not accept Pro Forma invoices, sales orders, or packing slips, and Shopbop will not accept invoices submitted via another method or in another format.

7.1.2) Invoice Requirements

To be eligible for processing, Your invoices must comply with Shopbop’s invoice requirements, adhere to industry standards, and include the following information on the face of the invoice:

- A. Full Shopbop PO Number
 - 1. An invoice may only reference one PO
- B. Unique invoice number
- C. Vendor contact email address
- D. Invoice date
- E. Accurate payment terms, including all discounts
- F. Style item number matching the style item number listed on the Shopbop PO
- G. Item description
- H. Color and size, if applicable
- I. Quantity
- J. Unit Cost
- K. Extended Cost
- L. All prices (in USD), or, if You are unable to list the invoice prices in USD, provide the agreed upon exchange rate at the time the PO was created.

Note: Do not list shipping fees on invoices.

7.1.3) Open Balances

Email open balance statements, in Excel format, to accountsPayable@shopbop.com. Include the PDF copies of the outstanding invoices that appear on the open balance statement as attachments to the email.

7.2. PAYMENTS

- A. You must provide Your electronic remittance information via Shopbop’s VENDOR REMITTANCE INFORMATION FORM prior to accepting Your first PO.
- B. All payments will be made in USD. Shopbop does not assume any conversion/banking fees related to payments made to a non-US bank account.

- C. You will receive payment notification and remittance details via email after the funds are released. This email will include payment information such as shortages, price differences, and credit memos (MDA, additional discount, chargeback, return) that were applied towards Your payment.
- D. You may provide up to **2 email addresses** where payment remittances can be sent. If factored, include 1 email for the factor contact and 1 for Your company contact.
- E. Any changes to PAYEE accounts must be provided to Shopbop via the PAYEE CHANGE REQUEST FORM located at Shopbop’s [Vendor Service Page](#) and emailed to vendormaintenance@shopbop.com for processing.
- F. Invoices are paid in accordance with the agreement between the parties, including applicable discounts.
 - 1. Discount days are computed as of the date of full receipt of the invoiced products or as of the receipt date of a correct and accurate invoice, whichever date is later.
- G. Shopbop will not reimburse You for shipping fees.
- H. Send inquiries to accountspayable@shopbop.com.
- I. All credit memos processed are applied toward future invoices. You must list the credit memo detail and any invoices that have been applied towards that credit memo on Your payment remittance. Shopbop may charge You for non-compliance with any terms of the PO or this Manual. A non-exclusive list of Shopbop standard credit memos are listed below:

Shopbop Standard Credit Memo Type	Shopbop Name Format that will Appear on Remittance
Return Authorization	[VENDORID]#[Shopbop RA Number]
Compliance Chargeback	CB #[m/yy] [last 6 digits of PO#]
Mark Down Allowance	MDA [vendor authorization number]
Lump Sum/Event Based Coop	[PO#] [m/yy] COOP AD
Additional/Extended Discount	[Vendor Invoice Number]-EXT

7.3. RETURNS

Shopbop, in its discretion and at Your expense, may elect to return full or partial shipments of non-compliant products and refuse shipments at its receiving docks. If Shopbop returns products to You after they have been received into Shopbop’s inventory, a credit memo is issued and the balance will be applied as a deduction to a future invoice.

- A. All transactions are subject to the PO and Coop discounts, as applicable, and are non-refundable. The non-discounted cost per item is used to calculate all returned amounts.
- B. You must submit a second invoice with a unique number for the reshipment of repaired or swapped items.
- C. Any items that need to be reshipped will be returned to You at the cost of the return.
- D. You are responsible for all fees associated with returning products and shipments to You, including those resulting from over shipments and mis-shipments.
- E. For US returned items:
 - 1. If the items are made in the US, the US manufacture must be provided.
 - 2. If the items are not made in the US, the bill of lading is required in addition to a completed detailed sheet.

7.4. CHARGEBACKS AND OTHER RECOURSE FOR NON-COMPLIANCE

Compliance with this Manual, among many things, supports our common goal of expediting the flow of products to the selling floor and prevents recurrent operational disruptions. Shopbop, in its discretion, may elect to assess chargebacks for Your non-compliance with this Manual or PO in order to recover costs associated with handling non-compliant products and shipments. You will be notified via email from Shopbop’s inventory control department for all occurrences of non-compliance. Your first instance of non-compliance will result in a warning email with zero chargebacks. All future violations of any type will result in a chargeback being issued. At Shopbop’s discretion, Shopbop may require payment of chargebacks in the form of an invoice deduction, direct payment, a refund, or

issuance of a credit memo for chargebacks that Shopbop may use against any future order(s). Contact Your Shopbop buyer representative with questions about any chargebacks applied to Your account. Do not respond directly to the email informing You of the chargeback as it is an unmonitored email address and will not constitute a dispute.

7.5. DISPUTES

7.5.1) Invoice Disputes. You must submit invoice payment disputes in writing, via email to accountspayable@shopbop.com, within 60 calendar days of Shopbop's payment in order to be processed. The email must include the purchase order number, invoice number, and dispute reason.

7.5.1)1. Cost Adjustment Disputes: Shopbop uses the cost listed on the PO when issuing payments. If there was a change to the cost of the goods and this change was accepted in writing by the Shopbop buyer, You must provide that correspondence in Your dispute email. Disputes related to a cost change that was not accepted by the Shopbop buyer will not be processed. There is a 30-day period where cost changes may, at Shopbop's discretion, be accommodated following the date the PO was sent to You.

7.5.1)2. Shortage Disputes: Shopbop uses a three-way matching process for all inventory payments. Before a payment can be made by the Accounts Payable department, Shopbop ensures that the inventory received from You matches the PO and Your invoice. If You list items on Your invoice that were not received by Shopbop, a payment will not be issued. Before submitting a shortage dispute, please verify that the items shipped match the items on the PO and the items on the invoice.

Note: If items are shipped in multiple shipments, but are invoiced under one invoice, there may be multiple payments processed for one invoice. Before submitting a shortage dispute, please allow for the payment to be made on the most recent shipment. Remember that payment terms begin upon the later of the date of full receipt of the invoiced products or the receipt date of a correct and accurate invoice.

7.5.2) Chargeback Disputes. You have up to 10 calendar days from the date notification of non-compliance is sent to dispute the applicable chargebacks. To dispute a chargeback, contact the Shopbop buyer via email or phone and provide the chargeback information, the reason for the dispute, and specific evidence of compliance. Shopbop will review Your dispute and provide a response. If You provide conclusive evidence of compliance, Shopbop will reverse the chargeback.

8) CONTACTS

8.1) PURCHASE ORDERS

Please contact Your Shopbop buyer representative for questions regarding POs. Their contact information can be found on the first page of Your PO.

8.2) GTIN/UPC/EANS

For questions or help providing GTIN/UPC/EAN, please contact vendorgtins@shopbop.com.

8.3) ACCOUNTS PAYABLE

- All invoices should be sent electronically to: invoices@shopbop.com
- All AP-related questions or payment inquiries should be sent to: accountspayable@shopbop.com
- AP Phone Contact: 608.270.3900

9) GUARANTIES

This Section 9 sets forth continuing guaranties that You provide to Shopbop if You, at any time, sell Shopbop the types of products to which they apply.

9.1) If You provide any product to Shopbop that is subject to the requirements of the U.S. Textile Fiber Products Identification Act, the U.S. Fur Products Labeling Act, or the U.S. Wool Products Labeling Act, then You provide to Shopbop the following continuing guaranty:

You guarantee that all textile fiber, fur or wool Products now being sold or which may hereafter be sold or delivered to Shopbop are not, and will not be misbranded nor falsely nor deceptively advertised or invoiced under the provisions of the U.S. Textile Fiber Products Identification Act, the U.S. Fur Products Labeling Act, the U.S. Wool Products Labeling Act, and the rules and regulations under any of these acts. You acknowledge that furnishing a false guaranty is an unlawful, unfair and deceptive act or practice pursuant to the U.S. Federal Trade Commission Act and certify that You will actively monitor and ensure compliance with the U.S. Textile Fiber Products Identification Act, the U.S. Fur Products Labeling Act, the U.S. Wool Products Labeling Act and the rules and regulations under any of these acts during the duration of this guaranty.

9.2) If You provide any Product to Shopbop that is subject to the requirements of the U.S. Federal Food, Drug and Cosmetic Act, then You provide to Shopbop the following continuing guaranty:

All food, drug, medical device and cosmetic Products comprising each shipment or other delivery previously or hereafter made by or on behalf of You to or in the order of Shopbop are hereby guaranteed, as of the date of such shipment or delivery, to be, on such date, not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act ("FFDCA"), and not an article which may not, under the provisions of Section 404, 505, or 512 of the FFDCA, be introduced into interstate commerce.

9.3) If You sell, have sold or otherwise provide any Product to Shopbop that is, or includes, a diamond, then You provide to Shopbop the following continuing guaranty:

You guarantee that (a) all diamonds now being sold or which may hereafter be sold or delivered to Shopbop have been handled in accordance with the provisions of the U.S. Clean Diamond Trade Act, the Kimberly Process Certification Scheme (as such term is defined in the U.S. Clean Diamond Trade Act), and all other applicable laws, rules and regulations, and (b) You will purchase diamonds only from importers who comply with the U.S. Clean Diamond Trade Act, the Kimberly Process Certification Scheme, and who have obtained a Kimberley Process Certificate (as such term is defined in the U.S. Clean Diamond Trade Act). Further, upon request, You will provide Shopbop with a copy of the Kimberly Process Certificate(s) for any of Your importers.

10) APPENDIX

10.1) EXAMPLES OF PROPER PACKAGING AND COMPLIANT LABELS

10.1.1) PROPERLY WRAPPED FREIGHT SKID/PALLET:



10.1.2) PROPER VENDOR SKU TAG:



10.1.3) PROPER SHIPPING LABEL:



NOTE:

1. The address and name of company do not include the buyer's name or type of product shipped.
2. The reference line has the full POJ or POM number.
3. Use the address that is noted on the PO to route to the correct fulfillment center

10.1.4) PROPER LABEL PLACEMENT ON INDIVIDUAL UNITS:



NOTE:

1. Label is placed on the outside of the package
2. Label is clearly visible
3. Label is secure to the item without risk of falling off

10.2) VIOLATION TYPES AND CHARGEBACK AMOUNTS

VIOLATION	MINIMUM CHARGEBACK AMOUNT
SHIPPING AND PACKAGING	
Late Shipment	\$300 per shipment
Early Shipment	\$300 per shipment
Specification Sheet Not Pre-Received Prior to Start of PO Ship Window (When Applicable)	\$300 per shipment plus \$5 per unit
Shipment of Cancelled or Closed PO	\$300 per shipment
Products Shipped to Wrong Address (Fulfillment Center)	\$300 per shipment
Total Carton per shipment greater than 16 cartons via UPS Parcel (16 cartons+ should be palletized and shipped via Source Alliance)	\$20 per carton plus \$50 Fee
Weight more than 40 lbs or 18kg per carton	\$20 per carton plus \$50 Fee
Freight Not Palletized or insufficient wrap	\$500 per shipment
Improper placement of Shipping Label on Cartons	\$20 per carton plus \$100 Fee
Cartons on pallet exceed 6' in height	\$20 per carton plus \$100 Fee
Shipping via an Alternate Carrier without prior approval	\$500 per shipment
PURCHASE ORDER AND LABELING	
More than one PO in any carton	\$250 per shipment
Cartons Per PO# Not Detailed on BOL	\$250 per shipment
Missing PO# in Reference line 1	\$20 per carton plus \$100 Fee
Missing, Incomplete, or Wrong PO# on Cartons	\$20 per carton plus \$100 fee
Missing or Wrong PO# on BOL/Packing Slip	\$20 per carton plus \$100 fee
Missing or Unusable Packing Slip	\$20 per carton plus \$100 fee
Missing Return Address	\$20 per carton plus \$100 Fee
Mis-tagged, missing, or Incorrectly tagged items.	\$25 per shipment plus \$5 per unit, minimum of \$50 per shipment
Multiple PO's listed on the carton	\$20 per carton plus \$100 fee
Missing vendor label, or missing/incorrect information on outside vendor labels (style number, description, color, size)	\$25 per shipment plus \$5 per unit
SDS Not Included in packing slip (if Applicable)	\$500 per shipment
Missing, incorrect, or wrong labeling or failure to comply with requirements	\$150 per shipment plus \$5 per unit
PO's, Addresses, and/or Shipping information is listed on physical product and/or on outside vendor labels.	\$25 per shipment plus \$5 per unit
Other Tag Problems (i.e. faded and/or cut off vendor label)	\$25 per shipment plus \$5 per unit
TICKETING	
GTIN, UPC, or EAN Ticket Missing/Un-scannable	\$25 per shipment plus \$5 per unit
Manual Loading of Over 100 GTINs, UPCs, or EANs in One Calendar Year	\$25 per occurrence plus \$1 per GTIN/UPC/EAN
GTIN, UPC, or EAN Information Unavailable Eight Weeks Prior to PO Start Ship Date	\$100 per order plus \$1 per GTIN/UPC/EAN
PURCHASE ORDER ACCURACY	
Discrepancy between the Order received and the applicable PO (i.e. mis-ships, shortages, overages)	\$20 per unit plus \$100 fee
Receipt Quantities Do Not Match BOL/Packing Slip Quantities	\$25 per carton plus \$100 Fee
Paper check payments	\$25 per check issued
PACKAGING OFFSET	
Hanging Item Shipped Flat – item shipped without hanger	\$25 per shipment plus \$5 per unit, minimum of \$50 per shipment

Flat Item Shipped Hanging – hanger unnecessary	\$25 per shipment plus \$5 per unit, minimum of \$50 per shipment
Hanger Seeded in Box/Not on Product (requiring assembly)	\$25 per shipment plus \$5 per unit, minimum of \$50 per shipment
Not Packed by Selling Unit	\$25 per shipment plus \$5 per unit, minimum of \$50 per shipment
Product assembly required by Shopbop	\$25 per shipment plus \$5 per unit, minimum of \$50 per shipment
Polybag Missing/Polybag less than 8mil/Incorrect Polybag/Polybag more than 2” beyond product	\$25 per shipment plus \$5 per unit, minimum of \$50 per shipment
Items longer than 43 inches in length that do not arrive on hangers.	\$25 per shipment plus \$5 per unit, minimum of \$50 per shipment
Apparel items too large to fit in a 24 inch by 34 inch space that do not arrive on hangers.	\$25 per shipment plus \$5 per unit, minimum of \$50 per shipment
Polybag Not Securely Sealed on all sides	\$25 per shipment plus \$5 per unit, minimum of \$50 per shipment
Products Not Sealed Individually in a Polybag	\$25 per shipment plus \$5 per unit, minimum of \$50 per shipment
Damaged Product Upon Point of Receipt	\$25 per carton plus RTV of product at vendor’s expense
Beauty Product is not individually packaged with an outer-box, sealed in a Polybag, or contained with a tamper seal or locked pump.	\$25 per shipment plus \$5 per unit, minimum of \$50 per shipment
Unnecessary Packing Materials; Use of Pins, Glue, Staples, or Packing Peanuts	\$250 per shipment
Insufficient Dunnage/Void Material in Cartons	\$20 per carton