



VENDOR COMPLIANCE MANUAL

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INTRODUCTION

Technology and the use of information have redefined retailing. Super Shoes is committed to better serving our customers through superior use of technology and information. We need our vendors to be equally committed to basic merchandise technology standards.

This manual formally organizes a complete list of what we need you to do to prepare merchandise and exchange documents with Super Shoes. Our required standards meet basic industry practices. Although specific in nature, it would be impossible to cover everything in this guide, so we have included contact information in the event that you have further questions.

Below are our minimum standards:

1. Receive EDI and email purchase orders and phone orders.
2. Mark 100% of your merchandise with quality industry standard UPC labels.
3. Send an accurate, complete EDI ship notice at the carton level, prior to receipt of the shipment.
4. Send an accurate, complete invoice that matches the ASN.
5. Ship your order in accordance with our purchase order; fill rate and shipment frequency standards.
6. Follow our Accounts Payable requirements for submitting invoices and related correspondence.

HOW TO USE THIS MANUAL

- This manual is intended as an overview of our merchandise technology, fill-in, distribution, transportation and accounts payable policies.
- This document should be distributed to the appropriate individuals within your organization.
- This manual has been updated for Spring 2016.
- Our website will be your primary information source for all policy changes and updates. Please check our site <http://www.SuperShoes.com/compliance> on a regular basis.

THIS MANUAL SUPERCEDES ALL PRIOR DOCUMENTS AND ARRANGEMENTS



MERCHANDISE INFORMATION COMMUNICATION TECHNOLOGY – EDI OVERVIEW

By trading EDI documents with our vendors, we have an opportunity to reduce paper media. All Super Shoes EDI requests are within the accepted VICS (Voluntary Inter-Industry Communication Standards) guidelines. Super Shoes' contacts are listed on page 10 or you may email SuperShoesEDI@hhbrown.com.

ALL SUPER SHOES' EDI DOCUMENTS ARE TRADED AT THE UPC LEVEL, THEREFORE YOUR MERCHANDISE MUST BE 100% UPC MARKED AND YOU MUST PROVIDE ACCESS TO YOUR UPC CATALOG.

Super Shoes requires that vendors setting up on EDI use ANSI X12 004010 standards for all EDI documents.

- Super Shoes can RECEIVE the following EDI documents:
 - 832 Sales Catalog
 - 846 Inventory Advice
 - 856 ASN
 - 997 Functional Acknowledgement
- Super Shoes can SEND the following EDI documents:
 - 850 Purchase Order
 - 860 Purchase Order Change
 - 997 Functional Acknowledgement
- The following EDI documents are slated for 2016:
 - 810 Invoice

Transmission Guidelines

- Super Shoes sends Purchase Orders to our VAN Monday through Friday. Orders are normally sent between 8:00AM and 5:00PM EST. Vendors should schedule to receive orders accordingly.
- Super Shoes requires Functional Acknowledgements (997) returned on all documents that we send to you. Our automated acknowledgment verification system relies on the return of the 997 to ensure our data is being received by your system properly. Please plan to schedule the return of a 997 on a timely basis (24 hours max).
- If there is an error in transmission or purchase order detail (UPC, quantity, unit of measure, price, or location), please immediately contact the EDI Department (see page 10 for contact information). Please ensure that all issues are directed to the Super Shoes EDI Department for all transmission questions.
- Super Shoes receives and processes data every 4 hours.

Currently, replenishment orders are placed via EDI. Initial orders can be placed via EDI on an as needed basis.

Your EDI documents should be created following the current VICS EDI guidelines and Super Shoes' mapping guide. If you do not have EDI capabilities, please contact the Uniform Code Council at (800) 543-8137 for information on how to get started. For a copy of our EDI mapping guides, store listings and EDI contact sheet, please visit our website at www.SuperShoes.com/compliance or email SuperShoesEDI@hhbrown.com.

REPLENISHMENT MERCHANDISE

By forming replenishment relationships with our vendors, we both have an opportunity to maximize sales on replenishable merchandise while satisfying our customers. **Currently, replenishment orders are placed via EDI. Initial orders can be placed via EDI on an as needed basis.** All other orders (initials, special orders, etc.) will be placed via email, or telephone. All replenishment orders are **Ship and Cancel** unless otherwise specified. Replenishment vendors are expected to accurately forecast future merchandise needs.

STYLE LEVEL UNIT FILL RATE EXPECTATIONS

Super Shoes is committed to providing our customers a full selection of the styles on display in our stores. In order to achieve this, our vendor partners are expected to ship the exact quantities ordered for each style on our purchase orders. We are committed to increasing our sales of basic, replenishment, and fashion items. It is essential that our vendors make an equal commitment to ensure that we receive the intended assortment at the style level, which includes color, size, and width.

Shipments Outside of Purchase Order Windows are NOT allowed. Shipments must be shipped no earlier than the “Do Not Ship Before” date and delivered no later than the “Ship By” date, unless authorized by our buyer. Shipments outside of the purchase order window will incur an expense offset.

Non Shipment of Styles is NOT allowed. We intend to assort our selling floor with each of the styles ordered on any given purchase order. When our vendors accept an order and choose to ship any of the styles on that order, our expectation is that ALL styles on that purchase order will be shipped. An expense offset will be charged for each style on a purchase order that is not shipped to Super Shoes by the “Ship By” date, unless authorized by our buyer.

Replenishment Orders – All replenishment orders are SHIP AND CANCEL unless otherwise specified. Super Shoes does not backorder any replenishable merchandise. Under no condition may a single purchase order be shipped on consecutive days. Overshipments of replenishment orders will be subject to an expense offset.

Initial Orders – Our expectation of initial orders is that all orders are shipped with at least **90%** of the units ordered at the individual style level. Under no condition may a single purchase order be shipped on consecutive days. Overshipments of initial orders will be subject to an expense offset. Shipments of less than 90% must be approved by the buyer.

Style Number / Name Changes – Changes should be submitted to the buyer and EDI Department and confirmed no later than 60 days after the order has been placed or 1 month prior to the “Do Not Ship Before” date, whichever is sooner. Any changes that are not made known, and confirmed, or change notifications outside of our notification window, will be subject to an expense offset. The change form can be found at <http://www.SuperShoes.com/compliance>. **NO HANDWRITTEN BUYER NOTES, VERBAL OR PHONE AGREEMENTS ARE ACCEPTABLE.**

Damaged Product – Our expectation is that all products received should be in a clean, sellable condition. Damaged or soiled product will be subject to an expense offset.

If you are unable to fill purchase orders as placed, substitutions, style changes or eliminations, prices, terms, and date changes must be approved by the buyer within 60 days from the date the order was placed. If purchase order changes are required, you must receive a signed approval form or email authorization from the buyer PRIOR to your first shipment or Ship By date, whichever occurs first.

NO HANDWRITTEN BUYER NOTES, VERBAL OR PHONE AGREEMENTS ARE ACCEPTABLE. The buyer approval described above must be obtained and in your **possession PRIOR to your first shipment or Ship By date**, whichever is first, or the order will be subject to expense offsets.

Our goal when ordering product is to receive ALL of the units for ALL of the styles for each purchase order in a single on-time shipment.

PURCHASE ORDER VERIFICATION

- Vendors must utilize the store list to identify purchase order delivery location. The store list can be found at <http://www.SuperShoes.com/compliance>, by contacting your buyer, or by contacting the EDI Department.
- You must ensure that you review the PO and verify that all details match your records, paying close attention to style number, quantities, unit cost, discounts, and dating.
- Email confirmation is required for all PO's submitted via email.
- Price changes will not be accepted after the PO has been verified.
- Do not ship before the "Do Not Ship Before" date unless authorized by the buyer. Merchandise must be delivered by the buyer authorized "Ship By" date.
- Do not ship merchandise until you receive verification that all issues have been resolved.

If unable to fill purchase orders as placed, substitutions, style eliminations, prices, terms, and date changes must be approved by the buyer. If purchase order changes are required, you must receive a signed approval form or email authorization from the buyer PRIOR to your first shipment or "Ship By" date, whichever occurs first. **NO HANDWRITTEN BUYER NOTES, VERBAL OR PHONE AGREEMENTS ARE ACCEPTABLE.** The buyer approval described above must be obtained and in your possession **PRIOR to your first shipment or "Ship By" date,** whichever is first, or the order will be subject to expense offsets.

SHIP NOTICE (EDI 856 ASN)

- Super Shoes requires an 856 Advance Ship Notice/Manifest (ASN) with carton level information in advance of actual receipt of goods. Your ASN must be 100% accurate and include all of Super Shoes' required segments according to our mapping guidelines. Failure to submit an 856 ASN will be subject to an expense offset.
- Your accurate ASN must arrive in our SPS mailbox prior to the shipment arriving at a store. To achieve this, the 856 ASN must be transmitted no later than the day of physical shipment of your product to a location. Submitting an 856 ASN after the order has been delivered will be subject to an expense offset.
- Based on our experience, we recommend the "scan and pack" method of ship notice creation. If your "Ship Notice" does not match the carton contents to the UPC level, an expense offset will be assessed.
- The accuracy of electronic documents is the responsibility of the vendor. Your EDI transmissions must be accurate.
- During testing, test ASN's must be sent with all shipments to remain compliant.
- Do not include UPC's that are not shipped.

CARTON LABELING (UCC 128 SHIPPING CONTAINER LABEL)

- All cartons delivered to Super Shoes require a UCC-128 shipping container label that is related to a valid ASN transmission.
UCC-128 labels are not useable unless they are accompanied by a valid ASN document. Any carton missing a UCC-128 label, or has an unusable UCC-128 label will be subject to an expense offset. Duplicate UCC-128 carton ID numbers are invalid. **Do not reuse carton ID numbers.** An expense offset will be incurred for any re-used carton ID.
- Please see <http://www.SuperShoes.com/compliance> for our UCC-128 guidelines.
- Your UCC-128 label should be placed on the end of the carton in the upper right hand corner, unless it is under 4” in height or a shipping bag (if so, then place the UCC-128 label on the top). The lines of the barcode must be perpendicular to the bottom of the carton.
- The barcode must be placed flat on the carton, not on a seam or corner.
- You must provide the following information on all cartons:
 - Vendor Name
 - Purchase Order number
 - Number of cartons for purchase order (1 of 5, 2 of 5, etc.)
 - Store Number
 - Contents
- Please fax a sample of your label for approval prior to your first shipment to (301) 393-3923 Attn: EDI

ACCURACY AUDITING

Super Shoes is committed to using technology to streamline our supply chain by transmitting our orders electronically, using the ASN and electronic invoice. It is essential that our vendors make an equal commitment to ensure that shipments are 100% accurate. Our accuracy audits are designed to randomly check shipments received at our stores.

ASN Carton Content Errors – Super Shoes requires that your ASN be 100% accurate at the carton and UPC quantity level. Our audits are designed to measure results and ensure that our standards are met. This includes an unpack audit function that compares each

UPC and the total quantity of each UPC contained within the carton to the corresponding ASN. The audit also includes a floor ready compliance review. If a UPC/ASN error is found, an offset expense will be assessed.

TICKETING

UPC marking forms the foundation of our merchandise technology program. By utilizing vendor UPC and associated data for internal and external communications, we speak the “same language.” All Super Shoes UPC requests are within the accepted industry guidelines.

Be sure to:

SUPER SHOES

MORE BRANDS • MORE VALUE

- Assign and maintain your UPC numbers at the product ID/color/size/width level.
- Mark 100% of your merchandise with vendor UPC. Do not ticket with both UPC and EAN.
- Have a UPC quality program in place.
- Use the NRF color and size codes.
- Do not re-use UPC's or PID's.

An accurate UPC catalog, GMAIC file, Excel file (please visit <http://www.SuperShoes.com/compliance> or email SuperShoesEDI@hhbrown.com for our standardized Excel Layout), or web portal must be available at all times. Super Shoes utilizes SPS Commerce as our online UPC catalog provider. To make your UPC catalog available on SPS Commerce, please visit <http://www.spscommerce.com>, or call 866-245-8100. If your UPC's are not accurate and received on time, an expense offset will be assessed. Your UPC's must be available before an order can be written. The UPC catalog must include PID, PID description, color, color description, size, size description, width and width description.

- All merchandise shipped to Super Shoes must include a UPC label. The UPC label must be visible and easily accessible for scanning. Failure to include UPC labels, or UPC labels are non-scannable, will be subject to an expense offset.
- UPC number assignment and access to UPC's is required in order to trade EDI documents.

CARTON PACKING AND SIZE REQUIREMENTS

- Each carton should contain the contents of only one purchase order. Do not pack the contents of multiple purchase orders in a single carton. Packing multiple purchase orders in a single carton will be subject to an expense offset.
- All footwear shipped to Super Shoes must be packed in corrugated cartons. Do not shrink wrap merchandise. Failure to ship footwear in corrugated cartons will be subject to an expense offset. Clothing may be shipped in bags. Do not use hanger packs unless specified.
- Do not use: pins, clips, tie backs, excessive tissue paper, cardboard, or any other unnecessary material that will require removal.
- Empty merchandise boxes must not be used as fillers.
- Carton size requirements

	<u>Minimum</u>	<u>Maximum</u>
Length	6"	36"
Width	6"	24"
Height	3"	24"
Weight	1 lb.	70 lbs.

- Seal cartons with tape or staples. Do not place bands, straps, or string on cartons.
- We encourage the use of “environmentally friendly” packing materials whenever possible
- Shipments containing concealed damage of defective merchandise will be subject to an offset expense assessment.
- Any unauthorized bulk shipment will be assessed an expense offset.
- All cartons must be marked with Super Shoes’ standard UCC-128 label. Please visit <http://www.SuperShoes.com/compliance> or email SuperShoesEDI@hhbrown.com for specifications.
- All packing slips must be in an envelope attached to and removable from the outside of each carton and clearly marked.
- All merchandise must be in cartons not to exceed 36” x 24” x 24” and maximum weight may not exceed 70 pounds.
- All cartons must be re-shippable. Carton strength of 175 lbs. or a 32 ETC (Edge Test Crushed) is required.
- Make sure each carton contains merchandise for only one purchase order.

PACKING SLIPS

- All cartons must have a packing slip in an envelope attached to and removable from the outside of the carton. The envelope must be clearly marked as “Packing List Enclosed”. Missing, unusable, or incorrect packing slips will be subject to an expense offset.
- The packing list must contain:
 - Purchase Order number
 - Number of cartons
 - Vendor style/color/size/width (if applicable) quantities
 - Total units
- The lead carton must contain a “Master” Packing Slip which contains information for the entire purchase order for the appropriate location.
- Show the purchase order number on all cartons.
- Vendor name should be on each carton.

SHIPPING WINDOWS

Super Shoes’ purchase orders are considered to be cancelled on the date indicated on the purchase order if not shipped by that date. Merchandise must be shipped by the “Ship By” date.

- Shipments made after the cancellation date are subject to refusal. Super Shoes’ buyers reserve the right to accept or refuse any delivery attempts made after the cancellation date. An expense offset will be assessed for merchandise that is shipped after the buyer authorized cancellation date regardless of whether it is accepted or refused.

GENERAL TRANSPORTATION

- All shipments less than 400 lbs must be shipped via Fed Ex ground.
- All shipments 400 lbs or greater must be shipped through our freight forwarder, Newgistics (Retrans). Please visit <http://vr.retransfreight.com/default.aspx> and use client code HB358 to sign in. PO# must be entered into the system to complete carrier routing. If you have any questions or concerns regarding shipping instructions or carrier pickups, please contact Newgistics (Retrans) Freight Services customer service at 800-426-8896 Option 7. Failure to follow this procedure will be subject to an expense offset.
- All shipments 400 lbs or greater to Super Shoes warehouses must be palletized.
- Failure to ship Fed Ex to appropriate account number will be subject to an expense offset. Please contact SuperShoesEDI@hbbrown.com for a list of Fed Ex account numbers.
- Shipping merchandise Air Freight without authorization will be subject to an expense offset.
- Do not insure shipments unless specifically instructed to do so in writing by Super Shoes.
- Shipments sent to an incorrect location will be subject to an expense offset.



ACCOUNTS PAYABLE

Listed below are the procedures that must be followed to make sure that your invoices are paid on a timely basis:

- Vendor must be able to receive from Super Shoes a valid purchase order via EDI, email, or phone.
- Each purchase order must be invoiced separately. If the shipment is packed and shipped by location, each location must be invoiced separately, based on that location's master packing list.
- All invoices must have Super Shoes' purchase order number and location number. Please do not send more than one invoice per location for a single purchase order.
- List all items in the same sequence as the purchase order and packing slip.
- Do not include duplicate copies, remittance advises or acknowledgements with the original invoice.
- If you have payment terms of 30 days or less, you must sign up for ACH payments. Otherwise, we require 60 to 90 day payments terms. Please contact Super Shoes Accounting to sign up for ACH payments.
- No shipment will be permitted at prices higher than those specified without prior written approval.
- Delivery of merchandise shall constitute the seller's acceptance of the prices, terms and conditions of the purchase order.
- The seller warrants [by the delivery of merchandise for the purchase order], that the merchandise so delivered conforms to, and the seller has complied with all federal and state laws and regulations relating to its manufacture, sale, and delivery in interstate and intrastate commerce.
- Full compliance with all Super Shoes' vendor standards is required on all containers, first cost, off price merchandise and special purchase buys.
- Any discrepancy hindering invoice processing is subject to an expense offset.
- Super Shoes requires all Credit Memos to be sent for all returns along with RA numbers to the address below.
- Super Shoes requires that all return authorization requests be handled in a timely manner. Any return authorization request that exceeds (3) weeks without a response will be subject to an expense offset.

Invoices and Credit Memos must be mailed to:

Super Shoes
Attn: Accounts Payable
10365 Mt. Savage Rd, NW
Cumberland, MD 21502

Payment Terms: Terms of payment are calculated from the date of the invoice or receipt of goods, whichever is later. However, the due date could be extended, without a loss of discount, until the invoice is received. Invoices dated later than the 24th of the month with EOM terms will be paid as though dated the first of the following month.

When Super Shoes assumes any portion of the transportation costs, ship freight collect. Invoices should not include freight or other non-merchandise related charges. Any separate invoices for these charges will be returned as not payable.

To request payment of an unpaid invoice, please mail the proof of delivery along with the corresponding invoice to the address indicated above. To ensure timely resolution, the POD must be received within 90 days of the original request date.



Vendor disputes on deductions will only be addressed if the deduction has occurred within the last 6 months. State your reason for the dispute in writing and mail to the Vendor Compliance address indicated below.

CORRESPONDENCE

- It is our intent to resolve all problems, disputes or concerns in a timely manner. In order to process your correspondence efficiently, all disputes must be submitted in writing and include all pertinent information.
- Correspondence on any purchase order violations, invoicing violations, Direct to Consumer, or freight expense offsets must be initiated and resolved within six months of the expense offset check date.
- Correspondence research will not be conducted without the following:
 - Proof of delivery
 - A copy of the purchase order
 - A copy of the packing slip for the shipment in question
 - A written explanation for why the expense offset is being disputed
- Correspondence concerning any of the above initiated later than 6 months after the expense offset check date WILL NOT be researched or addressed.
- All correspondence relating to Compliance issues should be mailed to:

Super Shoes
Attn: Vendor Compliance
601 Dual Highway
Hagerstown, MD 21740

Charges will be assessed against the merchandise invoiced by our vendors and deducted from the invoice payment for any violation of Super Shoes' packing, shipping, fill rate, and invoicing instructions.
Multiple violations will incur multiple expense offsets.

DIRECT TO CONSUMER

SuperShoes.com is our website. SuperShoes.com provides our customers with access to inventory that they normally would not be able to purchase in their local Super Shoes store. This is done by displaying the combined inventory from all of our Super Shoes stores, as well as drop ship inventory from you, our vendor. Below are the expected standard practices and procedures that we expect from our drop ship vendors.

- If a customer contacts you directly about a SuperShoes.com order, please direct them to SuperShoes.com Customer Service at 866-842-7510 or customerservice@supershoes.com. It is our expectation that the vendor appears transparent to the customer for all drop ship orders.
- **Returns / Refusals / Non-deliverables**
 - Do not distribute, sell or market to our customers with information obtained from drop ship purchase orders. Consumer data must be kept secure to prevent any loss of consumer data.
 - All customer returns, refused deliveries or non-deliverables are to be returned to SuperShoes.com at our corporate headquarters.

SuperShoes.com
Attn: Returns Dept.
601 Dual Highway
Hagerstown, MD 21740
 - Return Authorizations will be obtained based upon our maximum quantity threshold or every 30 days, whichever comes first.
- **Shipping Requirements**
 - Shipments must contain the exact product requested by Super Shoes, including, but not limited to, style/size/subsize.
Product must be in new/unworn/undamaged condition
 - We expect orders to be shipped to the customer within 1 -2 business days of order receipt. Please contact SuperShoes.com Customer Service if you cannot meet the expected shipping window.
 - Partial shipments and backorders are allowed for SuperShoes.com orders with proper authorization. Please contact SuperShoes.com Customer Service within 24 hours of order receipt to notify us of backordered product. We will then contact the customer to confirm their authorization for the backorder.
 - Fed Ex is our choice for primary package carrier. In the event of strike or emergency, we also allow shipments from
UPS, DHL, and USPS.
 - Always ship billed to the SuperShoes.com account number. Shipping costs included on any invoice will not be paid.
 - Do NOT include shipment / freight cost on the shipping label.
 - The “from” portion of the shipping label should state “SuperShoes.com”. Where applicable, provide the return address for SuperShoes.com listed above.
 - Vendor is responsible for ensuring that shipment is delivered to the address provided by Super Shoes.

- **Carton Packing**

- All footwear shipped to Supershoes.com customers must be packed in standard corrugated cartons with our sticker. Do not shrink wrap merchandise. Do not use hanger packs unless specified. Do not use re-purposed packaging.
- Super Shoes-related materials (i.e. promotional items, packing slips, paperwork) must be included in customer shipments if/when available and authorized.
- Please do not include any vendor related materials in our shipments without proper authorization.
- Do not use: pins, clips, tie backs, excessive tissue paper, cardboard, or any other unnecessary material.
- Empty merchandise boxes may not be used as fillers.
- Carton size requirements

	<u>Minimum</u>	<u>Maximum</u>
Length	6"	36"
Width	6"	24"
Height	3"	24"
Weight	1 lb.	70 lbs.

- Seal cartons with tape or staples. Do not place bands, straps, or string on cartons.
- We encourage the use of "environmentally friendly" packing materials whenever possible.
- All cartons must be re-shippable. Carton strength of 175 lbs. or a 32 ETC (Edge Test Crushed) is required.
 - Make sure each carton contains merchandise for only one purchase order.

- **Electronic Transmission of Data**

- We prefer the use of the EDI 846 Inventory Advice for transmission of inventory availability data. If you are unable to submit an EDI 846 Inventory Advice, please contact SPS Commerce at 866-245-8100.
- Our expectation is to receive a single batch update on inventory availability daily. We pick up this data every 4 hours and process it into our system.
- We transmit our SuperShoesToGo.com orders via an EDI 850 Drop Ship purchase order. These purchase orders are submitted throughout the day, typically between 9AM and 5PM Monday through Friday. Vendors should schedule to receive orders accordingly. For a Supershoes.com 850 Drop Ship mapping guide, please visit <http://www.SuperShoes.com/compliance>.
- SuperShoes.com can RECEIVE the following EDI documents:
 - 832 Sales Catalog
 - 846 Inventory Advice
 - 856 ASN
 - 997 Functional Acknowledgement
- SuperShoes.com can SEND the following EDI documents:
 - 850 Drop Ship Purchase Order
 - 997 Functional Acknowledgement
- The following EDI documents are slated for 2013:
 - 810 Invoice
- ASN's are our preferred method of shipment confirmations. We can also receive shipment confirmations via email. Please email shipment confirmations to customerservice@supershoes.com within 24 hours of order shipment.



- **Invoicing**

- All invoices for SuperShoes.com are to be mailed to:

Super Shoes
Attn: Accounts Payable
10365 Mt. Savage Rd, NW
Cumberland, MD 21502

- **Product Assets**

- Super Shoes expects to leverage creative assets possessed by our partners. Examples include, but are not limited to, photography (product, lifestyle, or other), product specifications (material, features, benefits), and product descriptions.
- Access to these assets should be made available online, through FTP, or by disc.
- Discs should be delivered to:

Super Shoes
Attn: Web Department
601 Dual Highway
Hagerstown, MD 21740

- **Web Referrals**

- Vendors that provide store locators, product locators, or other retail listings should list Super Shoes among its results with a hyperlink to <http://www.SuperShoes.com>

- **Customer Information**

- Super Shoes requires that vendors may not have direct contact with Super Shoes consumers. All customer inquiries must be directed to:

Super Shoes Customer Service
601 Dual Highway
Hagerstown, MD 21740
1-866-842-7510

MARKETING | ADVERTISING

• **Product Assets**

- Super Shoes expects to leverage creative assets possessed by our partners. Examples include, but are not limited to, photography (product, lifestyle, or other), product specifications (material, features, benefits), and product descriptions.
- Access to these assets should be made available online, through FTP, or by disc.
- Discs should be delivered to:

Super Shoes
Attn: Web Department
601 Dual Highway
Hagerstown, MD 21740

• **P.O.P.**

- Point of Purchase Materials should not be sent to stores without proper authorization from the Super Shoes Marketing Office. This measure is taken to ensure that no material waste is accumulated.
- Vendors from whom P.O.P. materials are available should provide insight into availabilities, options, etc to the Super Shoes Marketing Office

Super Shoes
Attn: Marketing Office
601 Dual Highway
Hagerstown, MD 21740

• **Co-op**

- Vendors with whom Super Shoes maintains a co-op relationship must adhere to the following guidelines:
 - Disclose annual co-op budget prior to January 31st of the co-op year (if n/a, disclose estimate).
 - Provide any changes to rules, regulations, and/or procedure prior to January 31st of the co-op year.
 - Acknowledge receipt of a Super Shoes co-op claim within 3 business days of claim submission.
 - Provide Super Shoes with written/mailed confirmation of claim approval/denial (with pertaining details if applicable) within 30 days of claim submission.
 - Render payment within 30 days of claim approval.

• **Logo Terms of Use**

- The Super Shoes logo ("Logo") is the exclusive property of Super Shoes. Super Shoes owns all rights, titles and interests in the Logo, including but not limited to, copyrights and trademarks. As a partner of Super Shoes, vendors acknowledge that the Logos are being provided merely as a convenience and accommodation on an "AS IS" basis without warranty of any kind. Super Shoes requires that its logo and slogan be used only with proper authorization from the Super Shoes Marketing Department. Logo may not be reproduced or re-typed.



CONTACTS

General EDI questions

SuperShoesEDI@hhbrown.com

Vendor Compliance

SuperShoesCompliance@hhbrown.com

Minimum Advertised Pricing (MAP)

MAP@SuperShoes.com

Accounting

Mark Wolodkin
Accounting Manager
wolodkinm@hhbrown.com
301-722-6563 x204

Accounts Payable
ACH
Invoices
RA 's

SuperShoes.com Shipment Confirmations

Customerservice@supershoes.com

SuperShoes.com

Heather Zimmerman
Business Development Manager
zimmermanh@hhbrown.com
301-766-7513 x212

Direct to Consumer
Shipment Confirmations
Returns
Merchandising

EXPENSE OFFSETS

Non-Compliance Description	Expense Offset	Min.	Page #
P.O. Shipping Errors			
P.O. Shipped Early (<i>without buyer approval</i>)	3% of Purchase Order	\$100	4
P.O. Shipped Late and/or cancelled (<i>without buyer approval</i>)	3% of Purchase Order	\$100	4
P.O. Shipped with Damaged Product	5% of Damaged Product	\$100	4
Style Number Changes			
Style Number Change (with Notification)	\$100 per Occurrence		4
Style Number Change (without Notification)	5% of Style Ordered	\$100	4
Purchase Order Exception (Fill Rate)			
Fill-In's			
Unauthorized Style Fill Rate Overshipment on P.O. > 100%	5% of Overshipment + Freight	\$100	4
Unauthorized Cost, Style, Color, or Size Substitutions	5% of Overshipment + Freight	\$100	4
Initials			
Unauthorized Style Fill Rate Overshipment on P.O. > 100%	5% of Style Shipment + Freight	\$100	4
Unauthorized Style Fill Rate Short Shipment on P.O. < 90%	5% of Style Shipment	\$100	4
Unauthorized Style, Color or Size Substitutions	5% of Style Shipment Plus Full Freight	\$100	4
P.O. Style Not Shipped (at least 1 other style shipped on P.O.)	5% of Style Not Shipped	\$100	4
Packing Slip Errors			
Failure to Identify Carton Containing Consolidated Packing List	\$100 per Purchase Order		9
Packing Slip Missing, Unusable, Data Missing or Incorrect	\$100 per Purchase Order		9
Carton Packing / Size Errors			
Multiple P.O.'s per Carton	\$100 per Occurrence		8
Cartons Larger Than 36"x30" (70lbs) (Footwear Corrugated)	\$100 per Purchase Order		8
Footwear Not Shipped in Cartons (Ex. Shrink Wrap)	\$100 per Purchase Order		8
Merchandise Received with Concealed Damage, or Defective	\$100 per Purchase Order		8
Unauthorized Bulk Shipments	\$10 per Carton Plus Full Freight	\$500	8
Accounts Payable			
Invoice not submitted	\$5 per Invoice	\$100	10
Multiple Invoices per Store on Same Shipment	\$5 per Invoice	\$100	10
Duplicate Invoices Received	\$5 per Invoice	\$100	10
Failure to Adhere to Invoicing Instructions	\$5 per Invoice	\$100	10
Invalid Terms on Invoice	\$5 per Invoice	\$100	10
No/Invalid/Wrong Store #, PO #, Quantity, Cost, etc. on Invoice	\$5 per Invoice	\$100	10
Other Discrepancies Hindering Invoice Processing	\$100 per Incident		10
UPC Ticketing Errors			
Merchandise Not UPC Marked or Mismarked	\$50 + \$.50 per Unit		6
Non-Scannable UPC Tickets	\$50 + \$.50 per Unit		6

Transportation			
Failing to Ship Fed Ex Freight Collect to Appropriate Store Account #	\$50 per Shipment Plus Full Freight		9
Failing to Ship via Newgistics (Retrans) for Orders Over 400 lbs	\$50 per Shipment Plus Full Freight		9
Shipping Air Freight Without Authorization	\$50 per Shipment Plus Full Freight		9
Failing to Palletize Warehouse Shipment	\$100 per Shipment Plus Full Freight		9
Shipment Sent to Wrong Location	5% of Shipment Plus Full Freight	\$100	9

EDI			
856 Never Received	\$5 per Shipment	\$100	5
856 Late	\$5 per Shipment	\$100	5
856 Required Correction	\$10 per Shipment	\$100	5
856 Unusable After Attempted Correction	\$25 per shipment	\$250	5

Carton Identification Errors			
No Shipping Carton Label	\$100 per Purchase Order		5
Unusable UCC-128 Label	\$100 per Purchase Order		5
UCC-128 Label Located Incorrectly on Cartons	\$100 per Purchase Order		6
UCC-128; Missing or Incorrect Store #, P.O., Carton Seq. (1 of 3, 2 of 3, etc.)	\$100 per Purchase Order		6
Missing or Incorrect Count, Style, Color , Store # or Size on Carton	\$100 per Purchase Order		6
Duplicate UCC-128 Carton Number	\$100 per Purchase Order		5

Accuracy Audit			
Cross-Dock to 100% Manual Processing	\$10 per Carton	\$250	6
ASN Inaccurate Compared to Carton Contents	\$10 per Incorrect Carton	\$100	6

Return to Vendor			
No Return Authorization Response within 3 Weeks of Request	5% of Return Authorization Amount	\$100	10

eCommerce			
Incorrect / Damaged Product (SKU Level)	\$7 per Shipment		12
Late Shipments (As per email confirmation)	\$5 per Shipment		12
Partial Shipment (Without approval)	\$5 per Shipment		12
Shipped to Wrong Address	\$7 per Shipment		12
No Return Form / Packing Slip	\$3 per Shipment		12
Re-Purposed Packaging	\$3 per Shipment		12
Electronic Communication Error	\$5 per Instance		13