



VENDOR COMPLIANCE MANUAL

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SUPER SHOES CONTACTS

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HOW TO USE THIS MANUAL

1. This manual is intended as an overview of our merchandise technology, fill-in, distribution, transportation and accounts payable policies.
2. It is the responsibility of the vendor to distribute this document to all appropriate individuals within the organization.
3. Our compliance web page will be your primary information source for all policy changes and updates.
Please check <http://www.supershoes.com/compliance> on a regular basis.

THIS MANUAL SUPERCEDES ALL PRIOR DOCUMENTS AND ARRANGEMENTS



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1 MERCHANDISE STANDARDS

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 technology and merchandise standards.

This manual formally organizes a complete list of what we need you to do to prepare merchandise, exchange documents, and deliver merchandise to 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. Please see page 2 for contact information.

Below are our minimum standards:

1. All merchandise is to be packed and shipped for immediate placement on the sales floor.
2. Each carton must contain merchandise for only one purchase order and one Super Shoes location.
3. Each carton must be marked with our standard UCC-128 label.
4. Each UCC-128 label should be free of smearing or damage.
5. The Serial Shipping Container Code (SSCC) on the UCC-128 label must match the corresponding ASN document.
6. Mark 100% of your merchandise with quality industry standard UPC labels.
7. Each carton should be packed so that the UPC label is facing up when opened from the natural top side.
8. Receive EDI and email purchase orders.
9. Send an accurate, complete EDI ASN at the carton level, prior to receipt of the shipment.
10. Send an accurate, complete EDI invoice that matches the ASN.
11. Ship your order in accordance with our purchase order, fill rate, and shipment frequency standards.
12. No style, color, or size substitutions without prior written approval.
13. Follow our Accounts Payable requirements for submitting invoices and related correspondence.
14. Include data verification prior to purchase order submission.

Acceptance of a purchase order acknowledges agreement with all requirements detailed in this manual.

1.1 PFAS-FREE PRODUCTS & ENVIRONMENTAL COMPLIANCE

Super Shoes is committed to environmental responsibility, regulatory compliance, and the protection of our customers and communities. As part of this commitment, Super Shoes does not accept products, materials, or components that contain intentionally added Per-and Polyfluoroalkyl Substances (PFAS).

2 SUPER SHOES DISTRIBUTION CENTER

In order to optimize our supply chain and simplify our purchasing process, Super Shoes has made a significant investment in 2 distribution centers. To ensure that our distribution centers run as efficiently as possible, there are minimum requirements that we expect to be met.

- ALL deliveries to Super Shoes distribution centers must be accompanied by an EDI ASN. All receiving done in the warehouse is performed electronically, and any purchase order that requires manual intervention will be assessed an expense offset.
- ALL deliveries to the Super Shoes distribution centers must be made between 7:00AM EST and 12:00PM EST. Deliveries made outside of these hours will be assessed an expense offset.



- ALL cartons should include an approved UCC 128 label. If you are unsure if your label meets our requirements, please contact the Super Shoes EDI contact.
- ALL merchandise sent to the Super Shoes distribution center must be marked with a clear, readable UPC label. Any product that is missing a UPC label or UPC data is incorrect will be assessed an expense offset.
- Shipments over 200 lbs. must be submitted to Tech Logistics, our freight forwarder. Any LTL shipment delivered to our distribution center where Tech Logistics was not used will be assessed an expense offset. Additional information about this process can be found in our Routing Guide.
 - Please fill in the PO Number in Tech Logistics. While this is not yet a required field on the form itself, we require it to be completed to assist in our receiving processes.

Address:

Super Shoes Distribution Center 888
C/O Ward Logistics
350 North 6th St
Altoona, PA 16601

Super Shoes Distribution Center 999
C/O HH Brown
10365 Mt. Savage Road NW
Cumberland, MD 21502

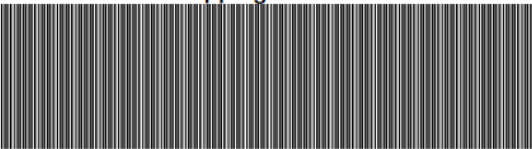
3 CARTON REQUIREMENTS

3.1 CARTON LABELING (UCC 128 SHIPPING CONTAINER LABEL)

1. Please see <http://www.supershoes.com/compliance> for our UCC-128 guidelines.
2. 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.
3. 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.
4. 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).
5. The lines of the barcode must be perpendicular to the bottom of the carton.
6. The barcode must be placed flat on the carton, not on a seam or corner.
7. You must provide the following information on all cartons or be subject to an expense offset (this also applies to non-edi vendors):
 - Vendor Name
 - Purchase Order Number



- Ship To
 - Mark For (if applicable)
 - Number of cartons for purchase order (1 of 5, 2 of 5, etc.)
 - Contents
8. Please email a sample of your label to SuperShoesEDI@hhbrown.com for approval prior to your first shipment. You may also fax a sample of your label to (301) 393-3923 Attn: EDI.

Ship From: Ship From Name 54321 St Address Town, ST 54321	Ship To: Ship To Name 1234 Street Address City, ST 12345
Ship To Postal Code (420) 85040 	CARRIER: B / L NUMBER: 123456 Number of cartons: 1 of XXX
Contents: PO Number: 123456-00 UPC#: 123456789012 (or "mixed") SKU#: 150675 (or "mixed") Carton Quantity: 12 each (or "mixed")	Carton Weight: 10 lbs. Size: Large (or "mixed") Color: White (or "mixed") Vendor Part #: 2112313 (or "mixed")
(92) 10001 	Mark For: 116
Serialized Shipping Container Barcode  (00) 0 0042273 000000113 1	

3.2 CARTON PACKING AND SIZE REQUIREMENTS

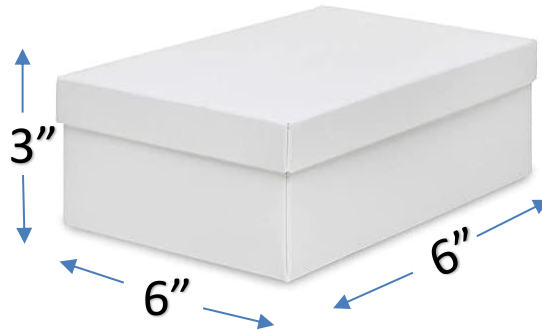
1. Each carton should contain the contents of only one purchase order. Do not pack the contents of multiple purchase orders in a single carton. Packing multiple purchase orders in a single carton will be subject to an expense offset.
2. All footwear shipped to Super Shoes must be packed in corrugated 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 for store deliveries only. Do not ship in bags to our warehouse. Do not use hanger packs unless specified.
3. Do not use: pins, clips, tie backs, excessive tissue paper, cardboard, or any other unnecessary material that will require removal.
4. All polybag footwear must arrive on hanging chip cards or u-hooks. Polybag boots are not permitted and must be boxed. Any shipment delivered otherwise must have buyers written consent prior to shipping or be subject to an expense offset.
5. Empty merchandise boxes must not be used as fillers.
6. Requiring signatures is prohibited for all Super Shoes shipments. If this occurs, it will result in an expense offset.
7. We encourage the use of "environmentally friendly" packing materials whenever possible.
8. Shipments containing concealed damage of defective merchandise will be subject to an expense offset.



9. Any unauthorized bulk shipment will be subject to an expense offset.
10. 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.
11. All packing slips must be in an envelope attached to and removable from the outside of each carton and clearly marked.
12. All cartons must be packed according to PO instructions.
13. All cartons must be re-shippable. Carton strength of 175 lbs. or a 32 ETC (Edge Test Crushed) is required.

Illustration is for information purposes only

<u>Carton Size Requirements</u>	<u>Minimum</u>	<u>Maximum</u>
Length	6"	36"
Width	6"	30"
Height	3"	30"
Weight	1 lb.	70 lbs.



- Carton cannot exceed 130 dimensional inches
 - Dimensional inches calculated as $(2 \times \text{Length}) + (2 \times \text{Width}) + \text{Height}$
- Carton cannot exceed 139 lbs. dimensional weight
 - Dimensional weight calculated as $(\text{Length} \times \text{Width} \times \text{Height}) / 139$

3.3 Carton Content Identification

1. All cartons must identify their contents with a packing list that is adhered to the outside of the carton. Packing lists enclosed in an envelope are permitted; however, the envelope must be clearly marked as "Packing List Enclosed". Missing, unusable, or incorrect packing lists will be subject to an expense offset.
2. The packing list must contain:
 - Purchase Order number
 - Number of cartons
 - Vendor style/color/size/width (if applicable) quantities
 - Total units
3. Show the purchase order number on all cartons.
4. Vendor name should be on each carton.



4 UPS PACKAGING

Listed below are requirements that, if not followed, will result in an expense offset.

1. Packages should be fully encased in an outer shipping container.
2. A fee will be assessed for any package that is encased in an outer shipping container not made of corrugated fiberboard (cardboard) materials, including but not limited to metal, wood, canvas, leather, hard plastic, or expanded polystyrene foam (e.g., Styrofoam).
3. Outer shipping container must not be covered in shrink wrap or stretch wrap.
4. Do not encase packages in a soft-sided pack (e.g., courier packs, poly bags and bubble mailers) that exceeds 18 inches along its longest side or 13 inches along its second-longest side or 5 inches in height.
5. A fee will be assessed for any package that is cylindrical, including (without limitation) mailing tubes, cans, buckets, barrels, drums or pails.
6. Do not bound packages with metal, plastic or cloth banding.
7. A charge will be given to any package that has wheels, casters, handles, or straps. This includes packages where the outer surface area is loosely wrapped, or where the contents protrude outside the surface area or could become entangled in or cause damage to other packages.
8. Carton cannot exceed 130 dimensional inches
9. Dimensional inches calculated as $(2 \times \text{Length}) + (2 \times \text{Width}) + \text{Height}$
10. Carton cannot exceed 139 lbs. dimensional weight
11. Dimensional weight calculated as $(\text{Length} \times \text{Width} \times \text{Height}) / 139$

5 UPC, PRICING, & TICKETING GUIDELINES

5.1 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:

1. Assign and maintain your UPC numbers at the product ID/color/size/width level.
2. Mark 100% of your merchandise with your vendor UPC. Do not ticket with both UPC and EAN.
3. Have a UPC quality program in place.
4. Use the NRF color and size codes.
5. Do not re-use UPC's or PID's. Reuse of UPC's of in stock product will incur an expense offset.
6. 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.
7. UPC number assignment and access to UPC's is required in order to trade EDI documents.

An accurate UPC catalog, GMAIC file, Excel file, or web portal must be available at all times. Super Shoes does not have a partnership with GXs. To become part of our assortment catalog program, please email SuperShoesEDI@hhbrown.com, and provide the full contact information for the person(s) responsible for data integration at your company.



If your UPC's are not accurate and received in a timely manner, an expense offset will be assessed. Your UPC's must be available before an order can be written and submitted via EDI. Your UPC catalog must include at least style number, color, size, width and UPC.

Please visit <http://www.supershoes.com/compliance> or email SuperShoesEDI@hhbrown.com for our standardized Excel Layout.

5.2 STICKERS AND PRICING

All merchandise shipped to Super Shoes must have correct pricing and stickers. Any products received with incorrect stickers or prices will be subject to an expense offset.

6 GENERAL TRANSPORTATION

1. **Shipping Terms:** All shipments to Super Shoes are considered **FOB (Freight on Board)** unless otherwise specified and agreed upon in writing.
2. All shipments less than 200 lbs. must be shipped via UPS ground.
3. All shipments 200 lbs. or greater must be shipped through our freight forwarder Tech Logistics. Please visit www.vendorrouting.com/supershoes to complete a shipment. 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 Tech Logistics customer service at logistics@techlogistics.com or 800-641-5300 x5501.
4. Failure to send shipments 200 lbs. or greater through Tech Logistics will be subject to an expense offset.
5. All shipments 200 lbs. or greater to Super Shoes warehouses must be palletized or will be subject to an expense offset.
6. Failure to ship UPS to the appropriate account number will be subject to an expense offset. For example, billing an incorrect store but the merchandise was delivered to the correct location. Please contact SuperShoesEDI@hhbrown.com for our routing guide.
7. Shipping merchandise Air Freight without authorization will be subject to an expense offset.
8. Do not insure shipments unless specifically instructed to do so in writing by Super Shoes.
9. Shipments sent to an incorrect location will be subject to an expense offset.
10. When shipping via UPS, do not use Zone Skipping (zone jumping). Using Zone Skipping will be subject to an expense offset.
11. Requiring signatures is prohibited for all Super Shoes shipments. If this occurs, it will result in an expense offset.

7 EDI TRADING PARTNERS 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 2 or you may email SuperShoesEDI@hhbrown.com with any questions or concerns.

EDI IS THE FOUNDATION OF OUR PURCHASING AND LOGISTICAL OPERATIONS, AND AS SUCH ARE A PREREQUISITE TO RECEIVE PURCHASE ORDERS FROM SUPER SHOES. VENDORS WHO DO NOT MEET THESE STANDARDS MAY BE INELIGIBLE TO RECEIVE PURCHASE ORDERS FROM SUPER SHOES.



If you do not have EDI capabilities, please contact SPS Commerce at community@spscommerce.com for information on how to get started.

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:
 - 810 Invoice
 - 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

7.1 TRANSMISSION GUIDELINES

1. 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.
2. Super Shoes requires Functional Acknowledgements (997) to be 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).
3. 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 2 for contact information). Please ensure that all issues are directed to the Super Shoes EDI Department for all transmission questions.
4. Super Shoes receives and processes data every 4 hours.
5. For the 856 ASN, failure to send, sending late, or requiring correction(s) will result in an expense offset.
6. Super Shoes utilizes SPS Commerce as our vendor onboarding partner.
7. Upon completion of partnership agreement, Super Shoes will submit your information to SPS Commerce. A dedicated consultant will reach out to support you on meeting Super Shoes requirements.
8. Please visit <https://community.spscommerce.com/supershoestores/> for more information.

Your EDI documents should be created following the current VICS EDI guidelines and Super Shoes' mapping guides. If you do not have EDI capabilities, please contact SPS Commerce at community@spscommerce.com for information on how to get started. For a copy of our EDI mapping guides, store listings, and EDI contact sheet, please visit our compliance web page at <http://www.supershoes.com/compliance> or email SuperShoesEDI@hhbrown.com.

7.2 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 are placed via EDI whenever possible.** All other orders (initials, special orders, etc.) will be placed via email. All replenishment orders are **Ship and Cancel** unless otherwise specified. Replenishment vendors are expected to accurately forecast future merchandise needs or work with the Super Shoes Merchandising department to create forecasts.

Replenishment to our distribution center must be packed as "solids", with the exception of "End Sizes". Failure to pack warehouse replenishments as solids will be subject to an expense offset.



7.3 SHIP NOTICE (EDI 856 ASN)

1. 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. Our 856 mapping guide can be found at <http://www.supershoes.com/compliance>. Failure to submit an 856 ASN will be subject to an expense offset.
2. Your accurate ASN must arrive in our SPS mailbox prior to the shipment arriving at a location. 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.
3. 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.
4. The accuracy of electronic documents is the responsibility of the vendor. Your EDI transmissions must be accurate.
5. During testing, test ASN's must be sent with all shipments to remain compliant.
6. Do not include UPC's that are not shipped.

7.4 ACCURACY AUDITING

Super Shoes is committed to using technology to streamline our supply chain by transmitting our orders electronically, and 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 expense offset will be assessed.

7.5 NON EDI TRADING PARTNERS

Vendors that do not participate in trading EDI documents with Super Shoes are still required to follow all guidelines outlined in this manual. Questions concerning getting EDI setup to meet Super Shoes fulfillment requirements, please reach out to our EDI partner community@spscommerce.com.

8 PURCHASE ORDER REQUIREMENTS

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 SKU level, which includes color, size, and width.

8.1 SHIPPING WINDOWS

Super Shoes' purchase orders are considered to be cancelled on the date indicated on the purchase order as "Cancel Date" if not shipped by that date. Merchandise must be shipped by the "Ship By" date.

1. 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.

2. Any shipment outside of purchase order windows are NOT allowed without prior written approval.
3. Shipments must be shipped in full no earlier than the “Do Not Ship Before” date and delivered no later than the “Cancel” date, unless authorized by our buyer.
4. Shipments outside of the purchase order window will incur an expense offset.

8.2 NON-SHIPMENT OF STYLES

1. Not shipping styles listed on a purchase order is NOT allowed without prior written approval. 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.
2. An expense offset will be charged for each style on a purchase order that is not shipped to Super Shoes by the “Cancel” date, unless authorized by our buyer.

8.3 PURCHASE ORDER/STYLE CANCELLATION

1. If a purchase order or style(s) is cancelled by either Super Shoes or the vendor, the cancelled purchase order or style(s) is considered void and is not authorized for shipment unless written approval to reinstate the cancelled purchase order or style(s) has been provided by Super Shoes prior to shipment.
2. Any shipment made against a cancelled purchase order, or any shipment containing cancelled style(s), without prior written approval from Super Shoes will be considered an unauthorized shipment and will be subject to an expense offset.
3. The expense offset may be assessed in addition to any other applicable vendor compliance violations or chargebacks resulting from an unauthorized shipment.

8.4 REPLENISHMENT ORDERS

1. All replenishment orders are SHIP AND CANCEL unless otherwise specified.
2. Super Shoes does not backorder any replenishable merchandise.
3. Under no condition may a single purchase order be shipped on consecutive days.
4. Overshipment/Double Shipment of replenishment orders will be subject to an expense offset.

8.5 INITIAL ORDERS

1. Our expectation of initial orders is that all orders are shipped with at least **90%** of the units ordered at the individual style level.
2. Under no condition may a single purchase order be shipped on consecutive days.
3. Overshipment/Double Shipment of initial orders will be subject to an expense offset.
4. Shipments of less than 90% must be approved by the buyer, or incur an expense offset.

8.6 STYLE NUMBER / NAME CHANGES

1. 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.
2. Any changes that are not made known, and confirmed, or change notifications outside of our notification window, will be subject to an expense offset.
3. The change form can be found at <http://www.supershoes.com/compliance>.

NO HANDWRITTEN BUYER NOTES, VERBAL OR PHONE AGREEMENTS ARE ACCEPTABLE.



8.7 SHIPPING ORDERS COMPLETE

Super Shoes has made a significant investment in a new 3rd party distribution center to simplify our purchasing process and streamline operations. Our goal is to have 1 ASN and 1 corresponding invoice for every 1 PO / ship to location for initial orders, bulks, and flows. We understand that it is a lofty goal and shipping complete is not always feasible. We ask that our vendors be communicative on split shipments to allow for proactive planning and maximum efficiency at our distribution center and assortment planning. Repeated and severe lack of communication, resulting in additional fees to Super Shoes from our 3rd party DC, may result in an expense offset. At once, replenishment orders shipped directly to our stores are exempt.

8.8 DAMAGED PRODUCT

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

8.9 PO SHIPPING DEVIATION

Proper compliance with PO shipping instructions is critical to operational efficiency and cost control. Shipping orders to unauthorized locations or outside the specified routing creates avoidable delays, additional freight and handling costs, and inventory inaccuracies. Vendors are responsible for ensuring all shipments strictly follow purchase order instructions. Any deviation will result in 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 “Cancel” 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 “Cancel” 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.

9 PURCHASE ORDER VERIFICATION

1. Vendors must utilize our EDI store list to identify purchase order delivery location. The store list can be found at <http://www.supershoes.com/compliance> or by contacting the EDI Department.
2. 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. Failure to do this will be subject to an expense offset.
3. Email confirmation is required for all PO's submitted via email.
4. Price changes will not be accepted after the PO has been verified.
5. Do not ship before the “Do Not Ship Before” date unless authorized by the buyer. Merchandise must be delivered by the buyer authorized “Cancel” date.
6. 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.

10 ACCOUNTS PAYABLE

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

1. Vendor must be able to submit a valid invoice via EDI (preferred), email, or standard mail.
2. 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 or be subject to an expense offset.
3. All invoices must have Super Shoes’ purchase order number and location number.
4. All invoices must have unique invoice numbers. The reuse, or duplication of invoice numbers is not permitted and may be subject to an expense offset.
5. Duplication of invoices, including duplication across transmission methods (EDI, Email, Paper) is not permitted. Duplication can cause significant issues with our AP process and will be subject to an expense offset.
6. List all items in the same sequence as the purchase order and packing slip.
7. Do not include duplicate copies, remittance advises or acknowledgements with the original invoice.
8. 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 the Super Shoes Accounting department to sign up for ACH payments (see page 2 for contact information).
9. No shipment will be permitted at prices higher than those specified without prior written approval.
10. Delivery of merchandise shall constitute the seller’s acceptance of the prices, terms and conditions of the purchase order.
11. 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.
12. Full compliance with all Super Shoes’ vendor standards is required on all containers, first cost, off price merchandise and special purchase buys.
13. Any discrepancy hindering invoice processing is subject to an expense offset. This includes, but is not limited to, invalid terms, store #, PO #, quantity, cost, etc.
14. Our preferred method of receiving invoices is via EDI. If your company is EDI capable, but is not trading EDI invoices with Super Shoes, please contact the Super Shoes EDI department (see page 2 for contact information).
15. Super Shoes requires all Credit Memos to be sent for all returns along with RA numbers to the address below.
16. All invoices must contain correct store account number. If incorrect store account number is billed, this will be subject to an expense offset.

10.1 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(s) to the address indicated below, or contact the Super Shoes AP department. 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 to the address listed below, or contact the Super Shoes AP department.

Paper Invoices and Credit Memos must be mailed to:

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

11 RETURN AUTHORIZATION REQUESTS

1. Any shipment received that requires a Return Authorization (RA) due to a vendor error will be subject to an expense offset to recover the costs incurred by our company. This includes, but is not limited to, the following situations:
 - Shipment of cancelled style(s) or purchase order(s)
 - Shipment of incorrect style(s), color(s), size(s), or other merchandise not ordered.
 - Mismarked or incorrectly ticketed merchandise.
 - Damaged, defective, or otherwise unsellable merchandise resulting from vendor error.
 - Unauthorized substitutions or unauthorized product changes.
 - Any other shipment discrepancy requiring the merchandise to be returned to the vendor.
2. Super Shoes requires that all return authorization requests be handled in a timely manner. Any return authorization request that exceeds three (3) weeks without a response will be subject to an expense offset.

12 INQUIRIES & DISPUTES

1. 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 via email or in writing and include all pertinent information.
2. All vendor compliance violations are subject to a 14-calendar-day review period beginning on the date the violation notification is issued to the vendor.
3. Vendors are responsible for reviewing the violation and providing any questions, supporting documentation, or disputes within this 14-calendar-day period. Any adjustments to the chargeback amount must be reviewed and approved prior to the expiration of the review period.
4. 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
5. Super Shoes reserves the right, at its sole discretion, to extend the 14-calendar-day review period when additional time is deemed necessary to review documentation, investigate the violation, or resolve outstanding questions. Any extension must be approved by Super Shoes and does not automatically extend the review period.
6. Once the 14-calendar-day period has elapsed or any approved extension has expired, the chargeback will be considered finalized and will be invoiced for the full applicable amount. After the chargeback has been finalized and invoiced, adjustments will not be considered unless otherwise approved by Super Shoes.



7. The 14-calendar-day period is based on calendar days and includes weekends and holidays.
8. The vendor will have 30-calendar-days from the date of the chargeback invoice to remit payment in full. If payment is not received within the 30-calendar-day payment period, Super Shoes reserves the right to deduct the full outstanding chargeback amount from the next invoice or payment otherwise due to the vendor.
9. Correspondence concerning any of the above initiated later than 14-calendar-days after the date the violation notification was issued WILL NOT be researched or addressed.
10. All correspondence relating to Compliance issues should be emailed to supershoescompliance@hhbrown.com or mailed to:

Super Shoes
Attn: Vendor Compliance
1445 Sheffler Drive
Chambersburg, PA 17201

Any inquiries received after the 14-calendar-days are deemed invalid.

Multiple violations will incur multiple expense offsets.

13 MARKETING | ADVERTISING | VISUAL MERCHANDISING

13.1 PRODUCT ASSETS

1. 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.
2. Assets should be accessible digitally, either via an online portal or through FTP.

13.2 P.O.P.

1. Point of Purchase materials should not be sent to stores without proper authorization from the Super Shoes Visual Merchandising Manager. This measure is taken to ensure that no material waste is accumulated.
2. Vendors from whom P.O.P. materials are available should provide insight into availabilities, options, etc. to the Super Shoes Visual Merchandising Manager. All correspondence relating to P.O.P. materials should be emailed to barnetth@hhbrown.com or mailed to:

Super Shoes
Attn: Visual Merchandising Manager
1445 Sheffler Drive
Chambersburg, PA 17201

13.3 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 7 business days of claim submission.
- Provide Super Shoes with written/emailed confirmation of claim approval/denial (with pertaining details if applicable) within 30 days of claim submission.
- Render payment within 30 days of claim approval.



13.4 LOGO TERMS OF USE

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

14 MINIMUM ADVERTISED PRICING

1. Our goal is to be compliant with your MAP restrictions.
2. Please email MAP@SuperShoes.com with any new price lists or MAP conditions as soon as they become available.
3. We require 2-4 weeks to complete MAP changes in our POS system and website.
4. Super Shoes may not be held liable for MAP changes that occur after marketing production has completed. Allow 6 weeks lead time for print materials; 2 weeks for digital materials.
5. MAP penalties levied where we did not have proper and timely documentation will be met with an expense offset.
6. Pricing lists that are easily searchable, or database friendly are preferred. This includes proper formatting of cells in Microsoft Excel, and the inclusion of leading zeros if your style number contains them. Please contact MAP@SuperShoes.com for our preferred layout.

15 NON-COMPLIANCE CHARGES SUMMARY

Non-compliance with the instructions in this guide that cause distribution center delays, results in additional labor/freight expenses, or affect consumer experience will be charged back to the vendor. Our aim is not to collect punitive damages, but to maintain our service and efficiency levels. Super Shoes much prefers compliance with these instructions instead of issuing chargebacks and asks for your help in achieving our goals.



16 EXPENSE OFFSETS

Non-Compliance Description	Expense Offset	Min.	Max	Page #
P.O. Shipping Errors				
P.O. Shipped Early (<i>without buyer approval</i>)	\$1,500 per Shipment			12
P.O. Shipped Late and/or cancelled (<i>without buyer approval</i>)	\$1,500 per Shipment			12
P.O. Shipped with Damaged Product	Varies: Cost of product, inspection/materials cost, and shipping			14
P.O. Not Shipped Complete (<i>without buyer approval</i>)	\$1,000 per shipment beyond the first shipment			14
Deviation from PO Shipping Instructions	\$1,500 per Shipment + Cost of inspection/labor			14
Style Number Changes				
Style Number Change (with Notification)	\$100 per Occurrence			13
Style Number Change (without Notification)	\$250 per Occurrence			13
Purchase Order Exception (Fill Rate)				
Fill-In's				
Unauthorized Shipment of Cancelled P.O. and/or Style(s)	5% of Style Shipment + \$500			13
Unauthorized Style Fill Rate Overshipment/Double Shipment on P.O. > 100%	5% of Overshipment + \$500			13
Unauthorized Cost, Style, Color, or Size Substitutions	5% of Overshipment + \$500			13
Initials				
Unauthorized Shipment of Cancelled P.O. and/or Style(s)	5% of Style Shipment + \$500			13
Unauthorized Style Fill Rate Overshipment/Double Shipment on P.O. > 100%	5% of Style Shipment + \$500			13
Unauthorized Style Fill Rate Short Shipment on P.O. < 90%	5% of Style Shipment			13
Unauthorized Style, Color or Size Substitutions	5% of Style Shipment + \$500			13
P.O. Style Not Shipped (at least 1 other style shipped on P.O.)	5% of Style Not Shipped			13



Packing List Errors				
Packing Slip Missing, Unusable, Data Missing or Incorrect	\$10 per Carton			8

Carton Packing / Size Errors				
Multiple P.O.'s per Carton	10% of PO Shipment	\$500	\$2,000	7
Cartons Larger Than 130 Dimensional Inches	10% of PO Shipment	\$500	\$2,000	8
Cartons Larger Than 139 lbs. Dimensional Weight	10% of PO Shipment	\$500	\$2,000	8
Footwear Not Shipped in Cartons (Ex. Shrink Wrap)	\$2 per Pair			7
Merchandise Received with Concealed Damage or Defective	Varies: Cost of product, inspection/materials cost, and shipping			7
Unauthorized Bulk Shipments	\$1,000 per Purchase Order			8

Accounts Payable				
Invoice not submitted	10% of Invoice	\$500	\$2,000	15
Multiple Invoices per Store on Same Shipment	10% of Invoice	\$500	\$2,000	15
Reuse or Duplication of Invoice Numbers	10% of Invoice	\$500	\$2,000	15
Duplicate Invoices Received (First Offense)	Additional 15 days dating			15
Duplicate Invoices Received (Repeat Offenses)	10% of Invoice	\$500	\$2,000	15
Failure to Adhere to Invoicing Instructions	10% of Invoice	\$500	\$2,000	15
Invalid Terms on Invoice	10% of Invoice	\$500	\$2,000	15
No/Invalid/Wrong Store #, P.O.#, Quantity, Cost, etc. on Invoice	10% of Invoice	\$500	\$2,000	15
Other Discrepancies Hindering Invoice Processing	\$100 per Incident			15
Incorrect Store Acct # billed	10% of Invoice	\$500	\$2,000	15

UPC, Pricing, and Sticker Errors				
Merchandise Not UPC Marked or Mismatched	\$1 per Unit			9
Non-Scannable UPC Tickets	\$1 per Unit			9
Merchandise with Incorrect Sticker or Pricing	\$1 per Unit			10

Transportation				
Failing to Ship via Tech Logistics for Shipments Over 200 lbs.	\$1,000 per Purchase Order			10
Shipping Air Freight Without Authorization	\$5,000 per Purchase Order			10
Failing to Palletize Warehouse Shipment (<i>without buyer approval</i>)	\$1,000 per Purchase Order			10
Shipment Sent to Wrong Location	\$25.00 per Carton			10



EDI				
856 Never Received	\$1,000 per Purchase Order			11
856 Late	\$1,000 per Purchase Order			11
856 Required Correction	\$500 per Purchase Order			11
856 Unusable After Attempted Correction	\$1,000 per Purchase Order			11

Carton Identification Errors				
No Shipping Carton Label	10% of P.O. Shipment	\$500	\$2,000	6
Unusable UCC-128 Label	10% of P.O. Shipment	\$500	\$2,000	6
UCC-128 Label Located Incorrectly on Cartons	10% of P.O. Shipment	\$500	\$2,000	6
UCC-128; Missing or Incorrect Store #, P.O., Carton Seq. (1 of 3, 2 of 3, etc.)	10% of P.O. Shipment	\$500	\$2,000	6
Missing or Incorrect Count, Style, Color, Store # or Size on Carton	10% of P.O. Shipment	\$500	\$2,000	6
Duplicate UCC-128 Carton Number	10% of P.O. Shipment	\$500	\$2,000	6

Accuracy Audit				
ASN Inaccurate Compared to Carton Contents	10% of P.O. Shipment	\$500	\$2,000	12

Return Authorization				
No Return Authorization Response within 3 Weeks of Request	10% of RA Request	\$500	\$2,000	16
Return Authorization Required Due to Vendor Error	10% of RA Request + any applicable freight, handling, & processing costs	\$500	\$2,000	16

Minimum Advertised Pricing (MAP)				
MAP Penalty Enforced Without Timely Notice	Projected Lost Margin Dollars			18



17 SUPER SHOES TERMINOLOGY

Initial Purchase Order

An initial purchase order (IPO) refers to the first official order that Super Shoes places with a supplier for a particular product or product line.

Replenishment Purchase Order

A replenishment purchase order (RPO) is an order Super Shoes places to restock products that have been previously purchased and sold. Unlike an initial purchase order (IPO), which establishes a new product or supplier relationship, an RPO is used to maintain inventory levels and meet ongoing customer demand.

End Sizes

"End sizes" refer to the smallest and largest sizes available in a specific shoe style or product line.

Musical Run

A musical run refers to a specific type of assorted case pack that contains a pre-determined ratio of shoe sizes within a particular style.

Solid Run

A solid run refers to a case pack that contains only one shoe size per carton for a specific style. This contrasts with a musical run, which includes a mix of sizes within a case.

Distribution Center

A distribution center (DC) is a specialized facility where products are received, stored, processed, and shipped to our stores, or directly to our customers. It serves as a hub for managing inventory and ensuring efficient product distribution.



Key Differences Between a Distribution Center and a Warehouse

Feature	Distribution Center (DC)	Warehouse
Purpose	Focuses on efficiently receiving, processing, and quickly distributing goods to stores, wholesalers, or customers.	Primarily used for long-term storage of inventory.
Speed of Operations	High turnover; goods move in and out quickly, often within days.	Lower turnover; items may stay in storage for weeks or months.
Order Fulfillment	Picks, packs, and ships orders to multiple locations, including retail stores and direct-to-consumer (DTC) shipments.	Stores bulk inventory but does not typically handle direct order fulfillment.
Storage Approach	Uses dynamic storage methods to facilitate fast movement of goods.	Utilizes static storage, focusing on space efficiency rather than rapid distribution.
Technology & Automation	Often equipped with automation, robotics, and real-time inventory tracking for fast order processing.	May have basic inventory tracking but focuses on stockpiling goods.