



RETAIL CONCEPTS, INC.
(DBA: SUN & SKI, JOE JONES/SUN & SKI)
VENDOR ROUTING & COMPLIANCE GUIDE



Dear Trading Partner,

Retail Concepts, Inc. (RCI) has established this guide in order to provide our Trading Partners an accurate, comprehensive reference to our logistical strategy. We have posted this document on the Internet in order to provide a convenient method for communicating our requirements. It is your responsibility to periodically review the website and review the entire document prior to processing our orders. Due to the cost of mailing, we do not mail copies each time it changes. We encourage you to distribute this website link to all departments that are impacted by these requirements.

As you know, supply-chain efficiencies are more critical than ever in satisfying customer needs and remaining competitive. As partners, we work together to achieve the common goal of providing our customers with quality products and superior customer service that will exceed their expectations. Smooth operation between the vendor community and RCI is critical for our mutual success. To this end, any exceptions to any of the policies established in this guide must be approved by the Divisional Merchandise Manager or by the RCI Director of Logistics/Distribution, in writing prior to shipping. Please follow the Exception Request procedure in Section 13 of this guide. We sincerely appreciate your ongoing efforts to satisfy our compliance requirements.

This Guide supersedes all previously issued or posted instructions.

This manual will be updated periodically throughout the year without notice.

Vendors are expected to monitor our Vendor Compliance Portal for updates at www.retailconcepts.cc

If you have any questions regarding this manual, please contact our Vendor Relations Department at vendorrelations@sunandski.com

SKI • BOARD • BIKE • RUN • PATIO
10560 Bissonnet St., Suite 100 • Houston, TX 77099 • 713.340.5000

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SECTION 1- ROUTING GUIDE CHANGE HISTORY

DATE	TITLE	SECTION	PAGE	DESCRIPTION
03/08/18	Carton Packaging and Labeling	6.2	13	Added mixed SKU packing instructions for pack by store
01/24/18	Invoice Inquiries	12.3	23	Added return inquiry notes to invoice inquiry
01/24/18	Accounts Payable Vendor Correspondence	12.4	23	Removed 7 th line.
01/24/18	Accounts Payable Vendor Correspondence	12.4	24	Replaced top paragraph, changed website to current one
08/03/17	Parcel Shipment maximum weight change	11.4	20	Max weight reduced to 125 pounds (from 175 pounds)
08/03/17	Less Than Truck Load minimum weight change	11.4	20	Min weight reduced to 125 pounds (from 175 pounds)
07/06/17	Examples of oversized palletization	11.3	19	Provided examples of oversized palletization
08/27/16	New Vendor Checklist	2	5	New vendor checklist added
08/27/16	Shipment Timing Chargebacks updated	3	6	Shipment timing chargebacks added
08/27/16	Verbiage of weight of parcel Shipments	11	20	Verbiage of parcel shipment weight changed
08/27/16	TMS User Setup Form	18	32-34	TMS User Setup Form added
08/27/16	Vendor Setup/update Form	19	34	Vendor Setup/Update Form added
07/02/15	Table of Contents	1	3	Page numbers changed
07/02/15	Return to Vendor	9	15	Changed verbiage
07/02/15	Chargeback Schedule	15	27	Changed fees on merchandise shipment errors
06/22/15	Table of contents	1	3	Addition of Routing Guide Change History
06/22/15	Table of contents	2-16	3	Page numbers and sections have changed
06/22/15	Routing Guide Change History	1	4	Addition of Routing Guide Change History
06/22/15	Purchase Order Requirements	2	5	Additional requirement added
06/22/15	Purchase Order Requirements	2.1	5	Added verbiage for clarity
06/22/15	Purchase Order Requirements	2.4	6	Section number has changed
06/22/15	Electronic Data Interchange	3	6	Email address has been updated
06/22/15	Advance Shipment Notifications	3	6	Section number has changed
06/22/15	UCC-128 and Carton Content Labels	3	7	Additional information added, section number has changed
06/22/15	Ticketing	4	11	Section number has changed
06/22/15	Carton Packaging and Labeling	5	12	Wording has changed and email address has been updated
06/22/15	Drop-ship Order Packing Instructions	5.3	13	Additional Requirement added
06/22/15	Additional Packing Instructions & Packing List	5.8 & 6	14	Section numbers have changed
06/22/15	Non-Merchandise Shipments	8	15	Section number has changed
06/22/15	Return to Vendor	9.2	16	"Recalled" added to section title
06/22/15	RCI Owned Merchandise	9.2.2	16	Added verbiage for clarity
06/22/15	Shipment Logistical Requirements	10.3	18	Added verbiage for clarity
06/22/15	Parcel Shipments	10.4.1	19	Email address has been updated
06/22/15	Truckload Shipments	10.4.3	20	Email address has been updated, section number has changed
06/22/15	Accounts Payable/Invoicing	11	20-21	Additional requirements added
06/22/15	Non-EDI invoicing requirements	11.2	21	Additional information, verbiage and requirement updated
06/22/15	Invoice Inquiries	11.3	22	Requirement added, time requirement has changed
06/22/15	Accounts Payable Vendor Correspondence	11.4	22	Added verbiage for clarity
06/22/15	Vendor Information Updates	11.4 & 12	23	Email address has been updated
06/23/15	RCI Guide General Inquiry	12	23	Verbiage has been updated along with contact information
06/22/15	Contacts	13	24	Contact information has been updated
06/22/15	Violation Inquiry Procedure	14	25	This section has been added
06/22/15	Chargeback Schedule	15	26	Added verbiage for clarity,
06/22/15	Chargeback Schedule	15	26-28	Fees, Issues and Charges updated

SECTION 2- NEW VENDOR CHECKLIST

To begin the Setup process, all new vendors must submit the three (3) documents listed below. Any changes to the information provided must be communicated immediately to Retail Concepts, Inc.

Required Documents:

1. Vendor setup Form (See Section 19)
2. Certificate of Insurance naming Retail Concepts, Inc as an additional Insured is required.
3. TMS User Set Up Form (See Section 18)

Each new Vendor Setup Request should be submitted with all documents attached in one submission to vendorrelations@sunandski.com

In addition we must receive written notification if a change occurs in any of the following:

- Vendor name, address and phone number
- Parent company name and address (additional information may be required)
- Sales representative information
- Send payment to information
- Shipping address
- Returned/Defective product address
- Return Authorization information
- Terms
- General allowances
- Rebates
- Purchase order agreements

SECTION 3- PURCHASE ORDER (PO) REQUIREMENTS

The Purchase Order number must be referenced on EVERY document including but not limited to bill of lading, packing slips, invoices, shipping carton and/or correspondence. RCI's Terms and Conditions of Purchase are printed on our Purchase Orders.

3.1 VALID PURCHASE ORDER

- It is important to ensure that the PO is valid prior to shipping merchandise to RCI. A valid PO includes the terms and conditions described in section 17.
- Telephone orders, verbal commitments, cancelled Purchase Orders, handwritten orders, or worksheets are not valid purchase orders and will not be honored.

3.2 Ship Window Defined

- RCI defines the Shipping Window as the period between the "Ship" date and the "Cancel After" date as noted on the PO.
- The "SHIP ON" date on the PO is the first day that you are authorized to tender the goods to the designated carrier and the "Cancel After" date is the last day that you are authorized to tender the goods to the designated carrier.
- Shipments arriving at our DC that have been shipped outside of the Shipping Window are subject to refusal and/or non-compliance charges.
- The "ship date" is defined as the date of departure from your shipping dock as signed by the driver at the point of pick-up on the Bill of Lading or Freight Bill.

All additional freight company charges resulting from refused shipments are at the vendor's expense.

3.3 Purchase Orders must be shipped complete

- Ship all purchase orders complete.
- You must contact the appropriate Buyer in the Buying Office for approval to ship a PO incomplete before **initial shipment.**
- All subsequent shipments against the same purchase order must be shipped pre-paid at the vendor's expense.
- A chargeback will be assessed for the full cost of freight plus an administrative fee on any backorder that has not been pre-paid by the vendor.
- All backorders must be shipped within the "Shipping Window" as reflected on the purchase order.
- You must contact the appropriate Buyer for an extension authorization and purchase order revision if you cannot ship complete within the "Shipping Window" before initial shipment.

3.4 Purchase Orders must be shipped as written

- Substitutions, quantity changes, and/or ship date changes must be obtained from the Buyer in writing in the form of an updated valid purchase order before **initial shipment.**
- A verbal approval or confirmation is not sufficient. Items received that were not ordered are subject to return and compliance charges (see Section 16).

SECTION 4- ELECTRONIC DATA INTERCHANGE

RCI is committed to the use of Electronic Data Interchange (EDI) for exchanging purchase orders and related documents.

4.1 EDI REQUIREMENTS

- RCI requires all vendors to have EDI capabilities that include the ability to receive the 850 Purchase Order, as well as send the 810 Invoice and 856 Advance Ship Notice, including the associated UCC-128 carton labels (refer to Carton Packaging & Labeling section of this guide).
- Vendors new to RCI are allowed a 90-day development grace period (if needed) from the date they are set up in our billing system.
- If you are EDI capable, you may reference RCI's mapping specifications at http://dcompliance.dicentral.com/DITest_login.aspx and contact our EDI provider, Dicentral, at sales@dicentral.com or call 281-480-1121 X4 to begin testing.
- RCI does **not** pay interconnect fees for users.

Contact the RCI EDI team at EDI@SunandSki.com for further questions.

Currently traded documents include:

- 850 Purchase Order
- 856 Advance Ship Notice
- 810 Invoice
- 997 Functional Acknowledgment

Vendors that have completed testing and are using EDI with RCI must adhere to the following requirements:

Advance Shipment Notifications (ASN) 856

- ASN's must be transmitted to RCI prior to or at the time shipment is tendered to the carrier.
- ASN must match the UCC-128 and/or carton content labels as well as what is packed in the cartons.

**Non-compliance of these instructions may result in chargebacks to the vendor
(See Section 16).**

UCC-128 and Carton Content Labels

- RCI's UCC-128 and carton content label formats as outlined below.
- RCI will allow deviation to the layout of the labels provided all the information in the samples below is present on the deviated label.
- Any other deviations must be approved by RCI and DI Central during the testing phase of EDI set-up.
- UCC-128 labels are to be applied to the end of the carton. If use of a carton content's label is required (more than one item per carton) the carton content's label must be affixed to the carton adjacent to the UCC-128 label.
- UCC-128 and carton content label information must match the ASN information transmitted to RCI.

**Non-compliance of these instructions may result in chargebacks to the vendor
(See Section 16).**

UCC-128 SHIPPING LABEL REQUIREMENTS (SSCC-18)

- Label Size: 4x6
- Black type on white background
- 2 label options: Single UPC Shipping Label & Multiple UPC Shipping Label.



For cartons containing multiple UPC items, an additional CARTON CONTENT LABEL is required to show all the Items in each carton

PO#: 5179424			
STORE 531			
SSCC 00008426920004453285			
QTY: 18			
Style	Color	Size	Qty
ELUDA	BLACK PAT	6#M	1
ELUDA	BLACK PAT	6.5#M	1
ELUDA	BLACK PAT	7#M	2
ELUDA	BLACK PAT	7.5#M	2
ELUDA	BLACK PAT	8#M	3
ELUDA	BLACK PAT	8.5#M	3
ELUDA	BLACK PAT	9#M	3
ELUDA	BLACK PAT	10#M	3

ZONE	TITLE	CONTENTS
Zone A	From	Vendor Name & Address
	Vendor #	RCI Vendor Number
Zone B	To	Ship to Name & Address
Zone C	Carrier:	SCAC CODE
	PRO#	Tracking Number
	Carton Count per	Ex: Carton 125 of 168
Zone D	FOR	Store Number
		Store Name
Zone E	PO #	RCI PO# (10 digit number)
	Style #	Vendor Style Number
	Color	Color Description
	Size	Size Description
Zone F	UPC	Vendor UPC Number and BARCODE
Zone G	Quantity	Quantity in a Carton
Zone H	Carton ID	SSCC-18 Carton Number and BARCODE

SECTION 5- TICKETING

In our continuing effort to move merchandise through our DC to the sales floor as quickly and efficiently as possible, RCI has developed the following price ticket information requirements to guide the vendor in determining the best method for marking merchandise.

5.1 Price Ticket Information Requirements:

This information needs to be visible on all merchandise.

- Scannable and Human-readable UPC A-format barcode:
UPC format A barcode must be sourced from the GS1 US (formerly known as Uniform Code Council).
GS1 contact information: 7887
Washington Village Drive Suite 300
Dayton, OH 45459
(937) 435-3870
www.gs1us.org
- Vendor style number
- Size (if applicable)
- Color (if applicable)
- Gender: Men's, Women's, Unisex, Boy's, Girl's, Kid's (if applicable)
- Retail price

RCI will consider accepting items with less information than noted above, only if, at a minimum, the vendor's tickets include a UPC bar code and retail price.

Any type of abbreviated ticketing must be approved by the RCI Buyer in writing prior to shipping.

5.2 Ticket Supplier:

RCI has approved FineLine Technologies as a supplier of tickets and labels. FineLine offers:

- Two-day order turnaround from their production facilities in the US & Asia.
- Order tracking tools so you can track the progress of your order.

To register, visit <http://www.finelinetech.com> and click on the FastTrak icon.



Click on the link below to obtain the full copy of the FastTrak User Registration Guide:

http://www.finelinetech.com/downloads/FastTrak_Registration_Guide.pdf

Please Contact FineLine Technologies to purchase tickets and labels:

USA Orders: 1-800-500-8687

China (HK) Orders: 852-2156-9788

support@finelinetech.com

orders@finelinetech.com

5.3 Ticketing Specially Displayed or Hard-to-Ticket Merchandise:

Some merchandise is either too small to facilitate a price ticket or is displayed in a bulk-type container. We allow these items to be treated as Prices-off or Display Priced. These items require a human-readable barcode and retail price displayed somewhere on the item or display.

Examples include:

- Lip-balm
- Hand-warmers
- Items displayed in a container

5.4 Charges for Ticket Errors:

- Random ticket errors found within a style on a shipment will result in a vendor compliance charge of \$.50 for every piece within the problem style.
- This charge covers the expense to audit every unit within the style and fix the tickets that contain errors.

5.5 Ticket Placement Guidelines:

- In most cases the price ticket should be applied to the Vendor hang tag on apparel items.
- Tickets should not cover the UPC barcode, or any other required information.
- Any item with a vendor hangtag **MUST** have price ticket information on the hangtag.

- As you apply tickets to merchandise for RCI, please follow the placement guidelines listed below.

5.5.1 Items with Hang Tags:

Tickets must be applied directly to apparel items or to a hang tag that is attached directly to the item. Do not apply tickets to protective packaging for apparel items as these items are not displayed in the plastic in our stores.

5.5.2 Items without Hang Tags:

Any item displayed in a package should have the pricing information displayed adjacent to the UPC bar code. Any large, Hardgoods item packed as one selling unit per carton (i.e. bicycles, car racks, water skis, wake boards, child carriers, strollers, scooters, etc.) should have the RCI ticket placed inside a clear packing-list enclosed style envelope that is affixed to the outside of the carton adjacent to the vendor's carton content information. We must be able to read the ticket through the packing list envelope window.

All other merchandise that does not meet the criteria above must have the pricing information displayed

as noted below:

Category	Ticket Location
Jackets/Outerwear/Suits	Bottom of left sleeve at the seam
Hanging Tops/Shirts/Vests	Bottom of left sleeve at the seam
Sleeveless Tops & Tank Tops	Through manufacturer's label at neck
Packaged/Folded Tops	Through manufacturer's label at neck
Sweaters (Hanging & Folded)	Through manufacturer's label at neck
Any Gore-Tex lined apparel	Through manufacturer's label at neck
Knit Turtle Necks	Through manufacturer's label at neck
Bottoms	On the waistband at the left side seam
Swimwear	Through underarm seam at left side seam
Hats/Headwear	At the back of the head
Shoes	Front right bottom of shoebox
Gifts	Bottom of the Box
Gloves	Inside cuff, in seam
Bags	Through the strap
Helmets	Top of the Box

Incorrect or incomplete price tickets may result in chargebacks to the vendor (See Section 16).

SECTION 6- CARTON PACKING & LABELING

The goal of RCI's Distribution Center is to take advantage of all available technology to enhance efficiencies and improve management of the supply chain. Our current methodology handles both cross-dock (pre-pack) and bulk orders. At RCI, "cross-dock" means your shipment is pre-packed per special instructions, 100% accurate, received 100% Floor Ready and is accompanied by a carton level Packing List in addition to a consolidated Master Packing List.

RCI issues 4 types of Purchase Orders:

- Bulk orders
- Pre-Pack by Store per special instruction, shipped to the DC for cross-docking
- Drop-ship orders (shipments directly to our retail stores)
- Special Orders

Each Purchase Order type is subject to specific packaging requirements. If unsure how an order should be packed, please submit your inquiry to the Distribution Center via email at RCIGuide@SunandSki.com

6.1 Bulk Order Packing Instructions:

- All units of the same UPC/SKU should be in the same carton (unless the quantity exceeds the capacity of the carton).
- A UPC/SKU is defined as one style, one color and one size.
- In cases of small quantities it is acceptable to pack one style per carton with each individual SKU kept together, separated from the other SKU's in the carton.
- In all cases like SKUs should not be scattered among multiple cartons.
- Do not combine or mix multiple PO's in the same carton.
- All sets and coordinates sold as one UPC must be packaged together, top/bottom on same hanger or bundled in a clear poly bag.

6.2 Pack By Store Order Packing Instructions:

- All "Pre-Pack" orders must be packed as ordered.
- All "Pre-Pack" or "Pack by Store" orders must ship all products as "Floor Ready".
- Any deviations to the "Pre-Pack" or "By Store" packing instructions must be approved by the Buyer and a revised purchase order with revised "By Store Packing" instructions must be issued prior to shipping the order.
- Cases should be picked and packed in a mixed UPC format when packing for a store.
- Do not combine multiple Purchase Orders in the same carton.
- All sets and coordinates sold as one UPC must be packaged together, top/bottom on same hanger or bundled in a clear poly bag.
- "Pack by Store" orders should be packed in such a way to avoid damage to the merchandise inside each carton. Don't pack heavy weight items in the same carton with light weight fragile items.

6.3 Drop-ship Order Packing Instructions:

- Carton Level packing list along with a Master Packing List is required.

6.4 Special Order Packing Instructions:

- Same packing instructions as Pack By Store Orders, except that Store Number and Customer "Tag For" information should be displayed on the carton and packing list.

6.5 EDI Label Requirements:

EDI Partners must use the UCC-128 and Carton Contents labels as outlined in Section 4 EDI.

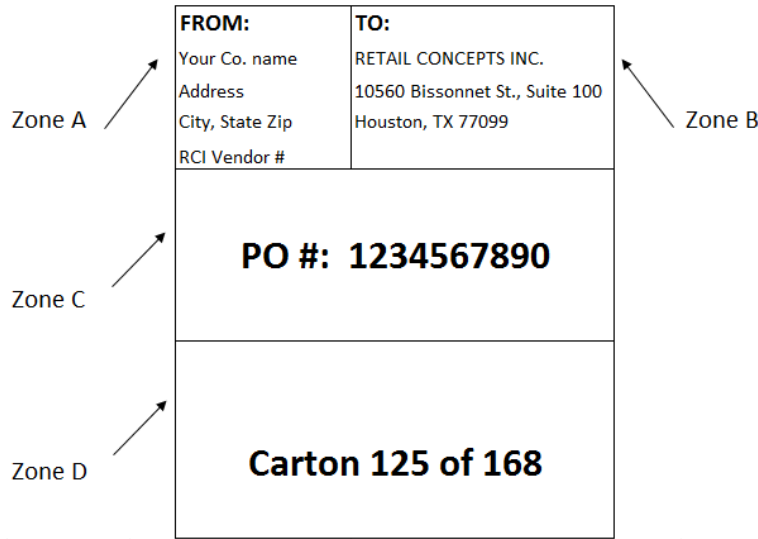
6.6 Non-EDI Label Requirements:

Non-EDI Partners must adhere to the following Shipping Label Requirements:

6.6.1 RCI requires that you affix a shipping label to each carton

6.6.2 The shipping label must contain the following accurate information:

- a. Ship To and From addresses
- b. Purchase Order Number
- c. Sequential carton count (1/6, 2/6, etc.) for the Purchase Order Number



6.7 Non-EDI Carton Contents Labeling Requirements/Must list:

- UPC #
- Style Number
- Description
- Quantity for each UPC # in the carton

6.8 Additional Packing Instructions:

- Any shipment containing more than 20 cartons must be shipped stretch-wrapped, on pallets.
- We require that all orders be palletized so that minimal handling is required to sort and process your orders.
- Stack only one (1) Purchase order number per pallet. Do not mix Purchase Order Numbers on pallets.
 - a) Exception: If there is a small quantity of cartons, not enough to make a full pallet, there can be one (1) pallet per shipment containing mixed PO's.
- All shipments containing mixed PO carton/pallet should be labeled with an approximately 4" x 6" colored label like shown below.



The above label must be securely attached adjacent to the shipping label.

- Mark all fragile cartons with a fragile label.
- Use corrugated packing materials of at least 225# and a container that will prevent product movement and breakage.
- Do not use any of the following materials when packing:
Pins, Tape, Clips, Excessive tissue paper, Excessive cardboard or any other material that will require additional handling or removal.
- **SAFETY NOTE: Do not use safety pins, straight pins, or pins of any type.**

Seal cartons securely with tape. Do not place bands, straps, or string on cartons as they may damage our sortation equipment.

Use a shipping carton that fits the garment. Ideally, merchandise should be packed ¼” below the top of the carton, and 1/8” from the sides of the carton. Do not over-pack cartons.

Carton strength should be a minimum of 32 ETC (edge test crush) to prevent crushing during transit. Large or heavy cartons may require a higher ETC.

RCI does not pay packing, shipping or handling charges.

RCI does not pay for packaging materials.

All shipping cartons must be in accordance with the following carton size and weight requirements: RCI prefers carton sizes similar to the small, medium and large sizes noted to aid in stocking and shipping.

	Weight in pounds	Length	Width	Height
Minimum	5	9”	4”	6”
Preferred Small	10 – 15	16”	10”	8”
Preferred Medium	15 – 20	20”	16”	8”
Preferred Large	20 – 30	20”	16”	16”
Maximum	50	24”	18”	18”

Incorrect packaging and/or carton labeling may result in chargebacks to the vendor (See Section 16).

SECTION 7- PACKING LIST

- Packing list is essential to ensuring we receive the merchandise correctly.
- A Packing List must be included with every order.
- There must be a separate Packing List for every Purchase Order Number within a shipment.
- A contents label or markings on the outside of the cartons do not replace the packing list.

The Packing List must include the following information:

- Vendor name, address and telephone number.
- Our Purchase Order number.
- Line for every item or grid for each style containing style #, description, size, color and quantity shipped.
- Consolidated list of SKU’s with description and total quantity.
- Total number of units in the order.
- Total number of cartons in the order.

Incomplete or incorrect packing lists may result in chargebacks to the vendor (See Section 16).

SECTION 8-SECURITY TAGS

RCI uses Sensormatic shoplift prevention tags. For goods that require "Sensor tags", contact the RCI Distribution Center to request tag location instructions.

SECTION 9- NON-MERCHANDISE SHIPMENTS

- Items such as product samples, promotional materials, point-of-purchase displays, etc. are considered by RCI as non-merchandise items.
- All Non-Merchandise shipment/cartons should be labeled i.e. "SAMPLES" with an approximately 4" x 6" blue colored label like shown below.



The above label must be securely attached adjacent to the shipping label.

- *Non-Merchandise product must be shipped per Buyer's instructions and to their "ATTENTION" and to the location below, as specified by buyer:*

RCI
10560 Bissonnet St. Suite 100
Houston, TX 77099

- These items should not be shipped to any RCI location without prior written authorization from the RCI Buyer or Visual Merchandising Department.
- Inside each box, vendors must include the following information:
 - Vendor Contact Name
 - Packing List with all items and item descriptions
 - Instructions regarding disposition of samples, promotional materials, point-of-purchase displays, etc.

These items are subject to the following restrictions:

- Vendors are required to request shipping/routing instructions via e-mail for each of these type shipments.
- RCI does not pay for these type items.
- RCI does not pay shipping charges associated with these type items.
- RCI does not return these type items.
- Before shipping catalogs or product promotional materials, a sample must be approved by RCI.
- These items are to be shipped to the RCI Distribution Center unless instructed otherwise in writing.

**Non-compliance of these instructions may result in chargebacks to the vendor
(See Section 16).**

SECTION 10- RETURN TO VENDOR (RTV)

RCI processes 2 types of merchandise returns:

- Non-Ordered (Overage & Substitution)
- Damaged/Defective/Recalled

10.1 Non-Ordered Merchandise (Overages & Substitutions) Returns:

- RCI will keep non-ordered merchandise free of charge.

10.2 Damaged/Defective/Recalled Merchandise Returns:

As a full service, customer driven retailer, RCI is committed to ensuring that goods sold are of the highest quality and free of defects. Goods not meeting these criteria will be returned to vendors as follows:

10.2.1 Customer-Owned Merchandise:

- Customers will be directed to return defective goods directly to vendors for repair or replacement.
- RCI will not return goods on customers' behalf.
- Vendors need to supply processing instructions for their warranty service to their RCI Buyer.
- Instructions will be published on RCI's Intranet site for stores to reference.
- Vendors may request being added or deleted on 10 days advance written notice.
- RCI reserves the right to reject vendor's instructions if they are unreasonably burdensome to customers or RCI.

10.2.2 RCI-Owned Merchandise:

- Freight and handling costs for defective merchandise can be burdensome. RCI is willing to establish a defective allowance with vendors. Under a defective allowance arrangements RCI will take the agreed upon credit and internally process the defective goods without recourse to the vendor.
- If such allowance has not been established, RCI will return defective goods to vendors for credit based on the following:
 - All Vendor recalls will be assessed freight charge for actual costs to return the goods and a charge for processing. Vendors can avoid such charges by issuing a credit for the defective goods in lieu of return and RCI will discard the goods.
 - If a request for Return Authorization is not responded to within 30 days, RCI will discard the goods and take a credit against amounts due for the cost value of the goods plus a processing fee.
 - **Defective goods are returned only for credit. Replacement goods will not be accepted.**
 - All returns are FOB RCI shipping location
 - RCI prefers the vendor to issue Call Tags via e-mail for these returns.
 - RCI will ship via a Vendor's preferred carrier on the Vendor's account number if requested in writing when Return Authorization is submitted.
 - Any RTV refused by vendor for which an RA # was obtained will be abandoned to carrier for salvage. We will not be responsible for re-payment of these goods.
 - Vendors are responsible for filing claims with the carrier when a return shipment is delivered short or damaged.

SECTION 11-ROUTING/TRANSPORTATION

All shipments are to be consigned to the RCI Distribution Center unless instructed to ship to another location in writing. Any shipment to another location other than our Houston DC is considered a Drop Shipment.

RCI Distribution Center
Address: 10560 Bissonnet #100
Houston, TX 77099

A current store listing is available at www.Retailconcepts.cc or by emailing RCIguide@Sunandski.com

RCI addresses Routing and Transportation as 4 separate elements:

1. Freight Payment Responsibility
2. FOB/Shipment Ownership Responsibility
3. Shipment Logistical Requirements
4. Routing

11.1 Freight Payment Responsibility:

1. If the Terms and Conditions of Purchase require RCI to pay the freight charges, vendors are required to ship via our preferred carriers.
2. If the Terms and Conditions of Purchase require the vendor to pay the freight charges, the vendor may ship via their preferred carrier.
3. The vendor & carrier must adhere to the Shipment Logistics requirements below:
 - a. The shipping charges must be pre-paid independent of the carrier used.
 - b. **RCI does not pay freight charges for backordered merchandise. Shipper is responsible to ship these items pre-paid, FOB RCI Distribution Center.**
 - c. All freight charges assigned to RCI for backordered merchandise will result in violation charges and the full cost of freight for the backordered shipment(s).
 - d. RCI will not be responsible to pay any assessorial charges including but not limited to:
 - Reweigh and Inspection Fees
 - Notification or Appointment Fees
 - Storage Charges
 - Single Shipment Charges

11.2 FOB/Shipment Ownership Responsibility:

As per our Terms & Conditions of Purchase on our Purchase Order, ownership of shipments consigned to any RCI location is the property and responsibility of the shipper until accepted at the RCI location.

1. Any damage or loss claims associated with these shipments must be filed by the shipper.
2. RCI reserves the right to refuse any damaged freight.
3. RCI reserves the right to deduct the actual cost of the damaged merchandise from invoice remittance.

11.3 Shipment Logistical Requirements:

Shipments to RCI require that the following logistical considerations be addressed:

All Loads:

- It is the vendor's responsibility to tender their freight to the RCI distribution center with PO style/color/size integrity.
- Vendors are required to assist in keeping freight costs charged to RCI to a minimum.
- If there are multiple shipments/PO#'s that can be shipped together to reduce the total freight expense the vendor must ship accordingly.
- Shipments made on consecutive business days will be treated as though multiple shipments were made on the same day without consolidating onto one Bill of Lading. This will result in a chargeback.
- Do not split Po's between shipments. All cartons associated with one PO must be shipped on a single shipment.
- All Po's for all merchandising departments that ship on the same day to the same location must be on a single Bill of Lading (BOL).
- All excessive freight expense will be charged back to the vendor for failure to ship via the most economical method(s).
- In order to expedite less than truckload (LTL) shipments (pre-paid or collect), we recommend your order be palletized.
 - All shipments should be shipped as efficiently as possible. Multiple LTL shipments should be consolidated into truckload quantities when possible.

Palletized Loads:

- We require that all orders be palletized so that minimal handling is required to sort and process your orders. Standard pallet dimensions must be 40x48in. Maximum pallet height: 80in (including pallet.)
- Must be loaded (stacked) by PO, style, color, and size integrity, if cartons for more than 1 Purchase Order are stacked on the same pallet the cartons must be organized by Purchase Order #.
- Each pallet must be identified as follows: PO # Pallet 1 of 6, 2 of 6, etc.
- All carton labels must be facing outward and cartons securely shrink-wrapped to the pallet.
- Pallets must be constructed of wooden material (or stronger) with dimensions not to exceed 40" in width and 48" in length, and 80" in height. (Does not include pallets used for oversized merchandise, such as **bicycles, ski and water sports equipment, car-top carriers,** etc.)
 - Any shipment containing more than 20 cartons must be shipped on pallets, stretch wrapped.
 - Any bike shipment 4 cartons (greater than 52X7X25) must be shipped on pallets, stretch wrapped.
- **DO NOT** mix random PO's on multiple pallets.
- The PO #(s) must be noted on all cartons, pallets and carrier documents.
- For a shipment containing multiple Purchase Order #'s, the Purchase Order # and the number of cartons for every PO must be listed on the carrier documents.

- Non-preferred carriers are required to secure an appointment time to make deliveries to RCI.
 1. Carriers must email RCIguide@Sunandski.com . Vendors must give the PO# and the number of cartons to be delivered.
 2. An appointment date and time will be given.
 3. RCI does not accept deliveries from a non-preferred carrier without a valid appointment.
 4. RCI will not pay for redelivery charges for shipments that are re-delivered due to not having an appointment.
 5. RCI does not pay notification or appointment charges.
- The RCI Distribution Center does not accept HAZARDOUS MATERIALS merchandise such as cooking stove fuel.
 1. These items are to be shipped directly to our retail store as prescribed by the buyer.
 2. HAZARDOUS MATERIALS shipments presented for delivery at our DC will be refused.
 3. The shipper will be responsible for any charges related to refusal of these type shipments.
- All cartons shipped via Fedex must have the RCI PO# listed in Reference Field- Box 4.

11.4 Routing:

Vendors must register with our Transportation Management System. **All Shipments must go through TMS.** Vendors must complete the TMS User Set Up form and return to RCIGuide@Sunandski.com.

Parcel Shipments 1-125 lbs.	Fedex Ground Collect
Less than Truck Load (LTL) 126-10,000 lbs.	https://t-insight.mercurysgate.net/MercuryGate/login/mgLogin.jsp?null
Truck Load Shipments Over 10,000 lbs. or greater than 749 cubic feet	RCIGuide@Sunandski.com

- Shipments for which RCI is responsible to pay freight charges must be shipped on our preferred carriers.
- These routings apply only to points serviced direct (no interline shipments) by the preferred carriers.
- Shipper is responsible to verify that their facility is serviced direct by our preferred carriers.
- Carriers closely monitor shipments for violations to the Linear Foot and Density Rules in their tariffs.
- Vendors will be charged the full cost difference versus regular freight if in violation of these rules and/or the routing below
- Vendors shipping from multiple locations must fill out separate TMS vendor setup forms for each location.
- Vendors will receive a separate location ID for each shipping location.
- **NOTE- The setup process can take up to 2 business days to complete. Please allow adequate time for setup process.**

11.4.1 Parcel Shipments:

- All parcel shipments must be tendered via FedEx Ground Collect & must be less than 175 pounds actual weight.
- If the actual weight is greater than 175#’s then the “L-T-L carrier option” should be used to route the shipment.
- Please remember that large cartons typically are billed via dimensional weight which is always more than actual weight.
- FedEx also measures every carton that travels through their system for dimensional weight adjustment.
- Orders shipped via FedEx Ground for which RCI is responsible to pay freight charges must be shipped via the **“Collect”** billing option.
- Failure to use the proper billing option can result in refusal of the shipment and/or chargebacks.
- **FedEx Express® (Federal Express Air Services) requires RCI (RCI)’s approval.**
- **RCI will issue chargebacks for all unauthorized Express shipment charges.**

11.4.2 Less than Truckload (LTL) Shipments:

- Shipments greater than 175 #’s actual weight and less than 10,000 #’s, 14 linear feet and or 750 cubic feet are considered LTL Shipments.
- Shipments consigned to the RCI Houston Distribution Center must be shipped “Freight Collect” on RCI’s account number (if applicable).
- Shipments consigned to any other RCI location must be shipped “Third Party Billing” and billed to the RCI Corporate Office address: P.O. Box 23000, Hickory, NC 28603
- Adhere to the instructions for noting the Route Confirmation # on the bill of lading.
- **Failure to follow the routing instructions will result in all excess freight charges being billed to the vendor.**

11.4.3 Truckload Shipments:

- Shipments greater than 10,000 #’s, 14 linear feet and/or 750 cubic feet are considered Truckload Shipments.
- Truckload shipment routing must be obtained via the RCI transportation office. An e-mail containing the following information must be sent to **RCIguide@Sunandski.com** at least 48 hours prior to shipment availability:
 1. Vendor Name
 2. Pick-up Address
 3. Contact Name
 4. Contact Phone #
 5. Total Value of the Shipment
 6. PO #
 7. Number of Cartons
 8. Total Weight
 9. Total # of Pallets
 10. Total Cubic Feet

**Non-compliance of these instructions may result in chargebacks to the vendor
(See Section 16).**

SECTION 12- ACCOUNTS PAYABLE/INVOICING

As an Accounts Payable Department, we value our good relationship with vendors and suppliers. We strive to maintain these relationships through communication and timely invoice processing. In order for vendors to receive prompt payment of invoices, it is critical that the following invoicing instructions be followed. Failure to follow these instructions will result in delays of payment and additional administrative costs, which result in handling charges to your company.

- Always ship from a valid purchase order, either EDI or written.
- Verify the accuracy of all purchase order details including item price, payment terms, start ship date, shipping instructions, etc. All discrepancies should be corrected before shipping.
- Merchandise must not be shipped early without merchant approval.
- Chargebacks will be issued for inaccurate 810 production data including incorrect or missing store numbers, duplicate transmissions, costs that do not match PO, incorrect or missing PO number. Do not re-transmit EDI invoices without approval from the RCI EDI department or the Accounts Payable department. Unauthorized re-transmission will result in a noncompliance chargeback.
- Terms are calculated upon receipt of goods (ROG) date or receipt of invoice, whichever is later. Due date will be considered extended without loss of discount, until the invoice is received.
- Invoices must not contain charges for freight. Invoices containing unauthorized freight charges are subject to violation charges.
- Invoices must not contain non-merchandise related charges/credits. Invoices containing non- merchandise charges/credits are subject to violation charges.
- Unless specified in our instructions, we do not pay for insurance.

12.1 EDI-810 Invoice Requirements:

- The EDI-810 Invoice must be transmitted to RCI in the exact format as outlined in the mapping layout used during EDI mapping and testing.
- The EDI-810 Invoice should only include merchandise line items transmitted at their actual PO costs.
- The EDI-810 Invoice must be sent within 24 hours of shipment pickup from vendor's warehouse.
- Unless specified in our instructions, we do not pay for insurance.

12.2 Non-EDI invoicing Requirements:

In the event that a vendor is not set up to transmit via EDI, vendors must send invoices via email. See Section 14 for contact listing.

- Only one invoice per BOL, per valid purchase order is permitted.
- Each invoice must contain the following:
 1. Vendor name and remit to address.
 2. Your vendor number, as assigned by RCI.
 3. Invoice date, which must reflect your shipment date.
 4. A numeric invoice number.
 5. Purchase order number as assigned by RCI (only one PO # per invoice).

6. Ship To Address. If packed by store order, include the store name and number.
7. Total quantity shipped on invoice.
8. Total cost and units per vendor style, which must match the PO#. If the purchase order is written in "eaches" then the invoice should be in "eaches". If the purchase order is written in "packs", then the invoice should be in "packs" as well. Basically, the invoices must reflect exactly how the PO was written.
9. Freight charges added to merchandise invoices will not be accepted.
10. Unless specified in our instructions, we do not pay for insurance.
11. Do not send or include your invoices with merchandise shipments. Invoices sent with shipments will be disregarded.

12.3 Invoice Inquiries:

To request payment on an unpaid invoice, the vendor must email the following information to the RCI Accounts Payable Department.

- Copies of Invoices in question
- Current Statement
- Proof of delivery (POD). A POD is defined as a Delivery Receipt stamped and signed by an authorized representative of RCI Distribution Center (or authorized store personnel in the event of a drop shipment).

RCI will not investigate open invoices or vendor returns older than 12 months.

For exceptions to this, RCI will charge \$100 per invoice or return.

If you require a copy of a cancelled check, there will be a charge of \$25 per check.

12.4 Accounts Payable Vendor Correspondence:

To expedite your Accounts Payable correspondence you must email the following information to the RCI Accounts Payable Department along with a detailed explanation of your issue:

1. Check number
2. Remittance Advice report
3. Supporting documentation to support your position (signed Bill of Lading & Delivery Receipt)
4. Complete name and email address where a reply can be sent

Due to the cost involved to research inconsequential claims, any claim submitted for less than \$100 that is researched and found to be a valid deduction will be assessed a \$100 handling fee.

RCI will charge a \$100 fee per report to provide copies of the "Remittance Advice Report".

RCI provides documentation along with the remittance when taking deductions for markdown allowances, co-op, credits, etc.

Any claims or credits determined to be valid that require RCI to provide additional vendor documentation will be charged a \$100 fee per document.

Vendor Information Updates:

To prevent any delays in the payment process, suppliers are encouraged to keep the information on their payables file up-to-date. Notify RCI Accounts Payable Department of an address change or any company status changes by emailing the updated information to: AccountsPayable@SunandSki.com

Our Vendor Update form is available at www.retailconcepts.cc.

SECTION 13 - RCI GENERAL GUIDE INQUIRY

RCI understands the challenges our vendors face in working with a wide variety of compliance issues from multiple retailers. As partners, we want to work with you to accomplish our mutual goals.

RCI accepts General Inquiries to items in this guide via e-mail at RCIGuide@SunandSki.com. We may call to discuss your inquiry. We will provide a written response via e-mail.

Inquiries and requests must include the following information:

1. Company Name
2. Contact Name
3. Telephone Number
4. E-mail Address
5. Nature of the inquiry or request
6. Reference the specific section of the RCI Guide pertaining to your inquiry.
7. If possible, offer one or more potential solutions that will work for your situation.
8. Provide any additional information that will assist us in considering your inquiry.

SECTION 14- CONTACT INFORMATION

VENDOR CONTACTS		
Questions Regarding	Department	Email
General Guide Questions	DC Logistics	RCIGuide@SunandSki.com
EDI Setup/Questions	EDI	EDI@SunandSki.com
Packaging/ Labeling	DC Logistics	RCIGuide@SunandSki.com
Return To Vendor (RTV)	DC Logistics	RCIGuide@SunandSki.com
Routing/Transportation	DC Logistics	RCIGuide@SunandSki.com
Accounts Payable- Merchandise	Accounts Payable	AccountsPayable@SunandSki.com
Accounts Payable-Patio	Accounts Payable	PatioAP@SunandSki.com
Accounts Payable- Expense	Accounts Payable	Expense@SunandSki.com
Vendor Updates	Vendor Relations	VendorRelations@SunandSki.com
Violation Chargebacks/Information	Vendor Compliance	Compliance@SunandSki.com

SECTION 15- VIOLATION INQUIRY PROCEDURE

In an attempt to streamline processes, we are asking that vendors submit all current and future chargebacks-related disputes through the Trading Partners' portal. This will eliminate duplicate requests and allow the Vendor Relations team to handle disputes in the most efficient manner.

If you feel you have received an invalid vendor compliance chargeback, you may dispute the chargeback through our Trading Partners' Web Portal within 90 days of the date your charge was transmitted to you. Please be sure to include all relevant backup documentation.

Trading Partners' Web Portal:

<https://rci.compliancenetWORKS.com/Login.aspx>

The Trading Partners' Web Portal provides vendors access to:

- View vendor compliance chargeback details
- Photos and other supporting chargeback data
- Download individual compliance chargeback details
- Submit disputes
- Dispute status

This website requires a login for access. Usernames and passwords are sent via email from the Compliance Networks system with the initial compliance chargeback. You'll receive email notification for compliance chargebacks going forward. If you wish to access the site and do not have a user name and password, email Compliance@SunandSki.com with the following information:

Name of person wishing to have access to the site
Job title
Address
City, state, zip code
Phone number
Email address
Vendor name

All correspondence regarding vendor compliance charges must be submitted through the Trading Partners' Web Portal. If you have any compliance questions or need general information please contact:

Email: Compliance@SunandSki.com

SECTION 16- VIOLATION CHARGEBACK SCHEDULE

Our Violation Chargebacks are designed to recover freight, administrative and labor expenses associated with non-compliance of these guidelines. Our goal is to partner with our vendors in order to find reasonable methods and solutions for the efficient handling of goods throughout the supply chain.

The following charges will be assessed on a per occurrence basis. If a Violation Chargeback has been issued to your company, contact our Compliance Department via e-mail at RCIguide@Sunandski.com to arrange for assistance in improvement. If corrective actions have been taken and communicated to us in writing within 90 days of the chargeback, charges may be subject to reduction or dismissal at RCI's discretion (excludes freight charges or repeat offenses).

- Charges are calculated on a per occurrence basis.
- Charges will be deducted from invoice payments. Repeated violations will be addressed in writing and may be assessed higher violation charges.

Non-Compliance Issue		Service Fee	Non-Compliance Charges
1 Transportation			
TR01	Merchandise shipped to an incorrect location	-	\$250 + freight difference
TR02	Shipping by non-designated freight carrier	-	\$250 + freight difference
TR03	Prepaid freight that is sent collect	-	\$250 + freight difference

Non-Compliance Issue		Service Fee	Non-Compliance Charges
2 Shipment Timing			
ST01	Early Shipment, pickup date on carrier PRO prior to ship start date of PO	-	\$500 or shipment refusal
ST02	Late Shipment, pickup date on carrier PRO after shipstop date of PO	-	5% of PO cost per each additional week or shipment refusal (\$150 minimum charge)
ST03	Incorrect Carrier Used	\$150	+Freight Difference
ST04	Freight Sent Collect Instead of Prepaid	\$150	+Freight Difference
ST05	>2 shipments in a week (Non-Truckload) from same origin	\$150	+Freight Difference
ST06	Consecutive Day Shipments	\$150	+Freight Difference
ST07	Failure to Consolidate and ship from same origin point on same day	\$150	+Freight Difference
ST08	More than 1 shipment for a purchase order	\$150	+Freight Difference

Non-Compliance Issue		Service Fee	Non-Compliance Charges
3 Bills of Lading			
BOL1	Failure to provide BOL	-	\$500
BOL2	Inaccurate BOL	-	\$250

Non-Compliance Issue		Service Fee	Non-Compliance Charges
4 ASN			
ASN01	No ASN at the time of the receipt	\$150	\$5 per carton
ASN02	Incorrect/unusable ASN	\$150	\$5 per carton
ASN03	Concealed overage in carton – SKU qty > ASN qty	\$150	\$10 per carton
ASN04	Concealed shortage in carton – SKU qty < ASN qty	\$150	\$10 per carton
ASN05	Concealed substitution in carton – Item in carton not on ASN for ctn	\$150	\$10 per carton

Non-Compliance Issue		Service Fee	Non-Compliance Charges
5 Pre-Ticketing (If Applicable)			
T01	Missing UPC Ticket	\$150	\$0.50 per unit
T02	Incorrect Retail on Ticket	\$150	\$0.50 per unit
T03	Incorrectly placed UPC Ticket	\$150	\$0.50 per unit
T04	Wrong UPC Ticket on Item	\$150	\$0.50 per unit
T05	Missing Tickets or only Partially Ticketed	\$150	\$0.50 per unit
T06	UPC Not Scanning	\$150	\$0.50 per unit

Non-Compliance Issue		Service Fee	Non-Compliance Charges
6 Carton Packaging, Labeling, and Pack-By-Store			
C01	PO not on carton	\$150	\$5 per carton
C02	Missing UCC128 Label	\$150	\$5 per carton
C03	Duplicate UCC128 Label	\$150	\$10 per carton
C04	Non-Scannable UCC 128 Label (printing issues, bad ribbon, etc.)	\$150	\$5 per carton
C05	No human readable or illegible UCC128 #	\$150	\$5 per carton
C06	Shipment > 20 cartons not palletized	\$150	\$5 per carton
C07	Bike carton shipment > 4 not palletized	\$150	\$10 per carton
C08	Incorrect/Missing information or store number on carton labels	\$150	\$5 per carton

Non-Compliance Issue		Service Fee	Non-Compliance Charges
7 Merchandise Shipment Errors			
SE01	Quantity of items shipped for SKU is more than ordered	-	RCI will keep these items free of charge
SE02	Quantity of items shipped for SKU is less than ordered	-	10% of PO cost (\$150 minimum charge)
SE03	Ordered SKU not shipped on PO with receipts	-	10% of PO cost (\$150 minimum charge)
SE04	Item substitution to the PO	-	RCI will keep these items free of charge
SE05	Unauthorized back order PO shipment	-	\$250 + Freight

Non-Compliance Issue		Service Fee	Non-Compliance Charges
8 Invoice Errors			
INV01	Duplicate paper Invoice sent (Postal, email, Fax)	-	\$150
INV02	EDI Vendor also sending paper invoice	-	\$150
INV03	Total item quantity per item not on Invoice	-	\$150
INV04	Invoice not sent electronically (EDI Vendors only)	-	\$150
INV05	Total shipped quantity not on invoice	-	\$150
INV06	Vendor Name Not on Invoice	-	\$150
INV07	RCI Vendor Number not on Invoice	-	\$150
INV08	Continued requests for info available on Vendor Compliance Portal	-	\$150
INV09	Not sending Monthly Statement	-	\$150
INV10	Not sending credit memos as issued	-	\$150
INV11	Invoice cost greater than PO cost	-	\$150
INV12	Multiple PO# on 1 invoice	-	\$150
INV13	Both Bulk and Store Invoice sent	-	\$150
INV14	Duplicate Invoice# in same year	-	\$150
INV15	Wrong Terms on invoice	-	\$150
INV16	No/Invalid PO#	-	\$150
INV17	No/Invalid Store#	-	\$150
INV18	Vendor using DC# instead of store#	-	\$150
INV19	Re-Transmit EDI invoice w/o Approval	-	\$150
INV20	Unauthorized Charge on invoice	-	\$150
INV21	Multi requests to vendor for information	-	\$150
INV22	ITD Segment incorrect on EDI invoice	-	\$150

Non-Compliance Issue		Service Fee	Non-Compliance Charges
9 Packing List			
PL01	No packing list provided for manual check in order	\$150	\$0.50 per unit
PL02	Inaccurate Packing List	-	\$250
PL03	PO # not on Packing List	\$150	\$5 per carton

SECTION 17-TERMS AND CONDITIONS

RCI

(Hereinafter referred to as "Company")

Terms of Purchase Agreement

(Hereinafter referred to as "Agreement")

1. This purchase order (hereinafter referred to as "Order") is subject to all terms and conditions printed on all pages of this Order.
2. All discount and payment terms shall be computed from date of receipt of good or invoice, whichever is later.
3. Any offsetting claims of Company against a third party with whom Company elects to conduct business with (hereinafter referred to as "Vendor") shall be deducted by Company from the amount of this Order at the time of payment.
4. All purchase orders are void unless given in writing on Company's printed forms and approved by an officer of Company (hereinafter referred to as "Executive").
5. This order must be accepted according to the terms stated herein, and the stating of additional or different terms will be deemed to constitute a rejection of this Order. If notification is not given to Company within five days after receipt of this Order, or if shipment is made of any part thereof, it is understood that the terms and conditions of this Order are satisfactory to, and are accepted by, Vendor. Performance of this Order must be in accordance with its terms, dating and conditions, and cannot have changes or alterations, unless they are produced in writing and signed by a duly authorized Executive of Company. In addition to all other legal rights, Company reserves the right to cancel this Order and/or return it at Vendor's expense (which includes shipping and handling). Such returns may be all or any part of the merchandise, in the event the merchandise a) is defective, b) not fit for the purpose sold, c) sent in excess of this Order, d) varies from the sample or specifications which the Order was placed, or e) fails to comply with Company's shipping or billing instructions or with any of the provisions of this Order. Company reserves the right to retain that merchandise which is satisfactory. If prior to shipment there is any reduction in the Vendor's regular selling price for the merchandise described herein, the price specified will be reduced to the Vendor's regular selling price prevailing at the time of shipment of the merchandise.
6. All orders must be shipped in accordance with Company's Vendor Compliance Guidelines which are published at www.retailconcepts.cc
7. Time of delivery at Company's stores is of the essence of this Order, and Company reserves the right to cancel all or any part of this Order if merchandise is not delivered on the date or dates specified herein, but acceptance in such cases shall in no way bind Company to accept further deliveries on any purchase order. Any such merchandise received after the date or dates specified on the Order will be held subject to Company's right to reject or direct disposal of all, or any part thereof. Acceptance of merchandise after the date or dates specified for delivery shall not be construed as a waiver of Company's right to recover for late delivery. Cure of a non-conforming tender may be made on with the expressed written consent of Company. Risk of loss or damage shall pass to Company when the merchandise purchased thereunder arrives at the final destination indicated on the face hereof. All transportation costs resulting from deviation from shipping instructions and any other costs incurred by Company because of Vendor's non-compliance with the terms and conditions of agreement or Company's Vendor Compliance Guidelines shall be charged to Vendor's account. Acceptance of any merchandise shipped before the specified "Ship On" date or after the "Cancel After" date of shipment is a Company's option and return of any merchandise because of failure to deliver on time or to conform to the specifications of the Order shall be at Vendor's expense and charged to Vendor's account. If company elects to accept any such early shipments, a handling charge of 2% for each advance month or fraction thereof shall be charged to Vendor's account. If company elects to accept a shipment after the date cancelled, a handling charge of 2% shall be charged to the Vendor's account.
8. Vendor expressly warrants that the merchandise to be delivered under this Order will conform to the sample from which or specifications for which the Order was placed and will be of the best material and workmanship, free from defect and is merchantable.
9. Company shall be under no duty to inspect goods before resale, repackaging, repacking or culling up for purchase or resale. Lack of inspection by Company shall not be considered an acceptance of goods so as to bar Company's right to reject them. Complaints, notice of defects in merchandise or notice of any other breach will be considered if made within a reasonable time after notification is given to Company of such defects or other breach. The return of such defective merchandise shall not relieve Vendor from liability for failing to ship satisfactory merchandise under the terms of this Order. Failure by Company to state a particular defect upon rejection shall not preclude company from relying on unstated defects to justify rejection or establish breach.
10. Company reserves the right to return at Vendor's expense, shipping and handling inclusive, any merchandise and cancel this Order where a claim is made that the sale by Company infringes on any alleged patent, design, trade name, trademark or copyrights. Vendor agrees to indemnify Company and hold it harmless against any and all liability, loss or expense, including costs and counsel fees, by reason of any design, patent, trade name, trademark, copyright or unfair competition litigation now existing or hereafter commenced with respect to any or all terms covered by this Order.
11. Vendor agrees to indemnify company and save it from all liability claims, suits and actions which may be made or brought against it by virtue of claims or demands of any kind, which any purchaser of such merchandise from Company or any other person may make against Company arising from the sale or use of such merchandise or from any defects in the quality of such merchandise or the dangerous conditions thereof, and agrees to pay any judgement against and assume any liability of expense of Company in connection with any such claim. Vendor shall produce and maintain adequate products liability insurance and shall furnish certificates to company thereof in connection with this order.
12. Vendor, by accepting this Order represents, warrants and guarantees that all applicable provision of federal, state, and local laws, the ordinances, codes and regulations have been complied with and that the prices and other terms and conditions of sale and terms on which all promotional and advertising matter and allowances furnished by Vendor to Company comply with all such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, but as examples, Vendor represents, warrants and guarantees and agrees to provide Company with a signed guarantee in the form, if any, prescribed by the respective acts as part of Vendor's invoice before payment, without loss of discount is required to be made under the terms of this Order, that: the merchandise delivered pursuant to this Order conforms and complies with the applicable provisions of the Fur Product Labeling Act, Wool Products Labeling Act, the Flammable Fabrics Act, Textile Fiber Products Identification Act, the wage hour and child labor provisions of the Fair Labor Standards Act, Robinson-Patman Act and the Federal Food, Drug and Cosmetics Act; the merchandise sold and terms and conditions of sale conform with applicable Federal Trade Commission trade practice rules, if any; the merchandise sold complies with applicable labeling and invoicing laws, if any and all advertising matter furnished by Vendor to Company complies with law. Vendor agrees to reimburse Company for all losses, expenses and damages arising from violation or alleged violation of law. Company reserves the right to return any portion of this shipment or the entire shipment at the Vendor's expense, shipping and handling inclusive, whenever any of the terms or conditions of the Order or Agreement are violated or are not fully complied with.
13. Vendor guarantees and warrants that the merchandise shall comply with the standards of Underwrites Laboratories, Inc. and of the Department Board of Building and Safety of the city to which such merchandise is shipped. Each invoice for merchandise must bear written certification that the goods listed thereon were produced in compliance with all applicable requirements of the Fair Labor Standards Act and regulations and order of the United States Department of Labor. Company assumes no responsibility for delay in payment resulting from failure to comply with the above.
14. Vendor shall pay and assume any and all taxes, fees, imposes, or stamps required by law, by virtue of the sale of merchandise to Company.
15. Inclusion herein of express warranties and representations by Vendor shall not be deemed a waiver of such other warranties, as may be implied in law, or fact, or provided for by any State or Federal statute or regulation. Any warranties, expressed or implied, shall survive inspections, acceptance and payment by Company and Company's customers. No amendment, modification or waiver of any of the terms and conditions of the order shall be effective unless they are produced in writing and signed by an Executive of Company. No waiver of any breach or any terms or conditions of this Order shall be construed a waiver of any subsequent breach of that term, condition or any other terms or conditions of same or different nature of this or any other order or contract.
16. Discontinuance of or substantial interference with Company's business in whole or in part, by reason of fire, flood, earthquake, tempest, labor dispute, act of God, embargo, civil commotion, government regulation or cause beyond Company's control, will give it the option of canceling all or any part of undelivered order or unfilled parts thereof.
17. This Order, and any right or obligation thereunder, is not assignable without the written consent of Company, nor shall Company be under any obligation to recognize any assignment of monies payable hereunder, nor of any rights in the merchandise ordered herein, nor of any other rights arising hereunder or to pay any monies or deliver or return any merchandise ordered hereunder to any assignee without like consent. This Order and the contract arising there from shall be construed according to the laws of the State of Texas.

SECTION 18- TMS USER SETUP FORM

Retail Concepts, Inc uses an Transportation Management System (TMS) to schedule the delivery of goods from Vendors to distribution centers and stores which allows the optimization of mode and carrier selection. The completed TMS Form is necessary for creation of and access rights for each Vendor's user (User(s)) for each active warehouse distribution facility. Once each individual User's information has been Received, Retail Concepts, Inc TMS will create the User Name(s) and contact each User with a login and password, training instructions and FAQs.

The TMS Form must be completed and returned for each User. The information you provide must be complete, accurate and current. If any of the User's information on the form changes, you must promptly notify Retail Concepts, Inc of such changes and submit an updated TMS Form.

Submission of all TMS Forms must be emailed to VendorCompliance@sunandski.com

[TMS Form attached to following page]



TMS Vendor Set Up Form
RETURN TO compliance@sunandski.com

Shipper Location

Vendor Name: _____	Phone: _____	Fax: _____
Address 1: _____	City: _____	Zip: _____
Address 2: _____	State: _____	

Operation

What is the maximum number of trucks that can be loaded per day? _____	Do you require pickup appointments? _____
Is a drop yard used at this location? _____	What types of packaging does this location use? _____
Are there carrier restrictions at this location? _____	What is your holiday schedule? _____
	Do you ship partial shipments on purchase orders? _____

Contact Information

Hours of Operation

Contact 1:

First Name 1: _____	Last Name 1: _____
Phone 1: _____	Extension 1: _____
Email Address 1: _____	

Contact 2:

First Name 2: _____	Last Name 2: _____
Phone 2: _____	Extension 2: _____
Email Address 2: _____	

Time Zone: _____

Hours

	Open	Close
M-F	_____	_____

Lift gate Service needed?_

NOTES:

SECTION 19- VENDOR SETUP FORM



10560 Bissonnet St. Ste. 100
Houston, Texas 77099
Phone: 281.340.5000

Please return to VendorRelations@SunandSki.com

Vendor Set Up Form

(All Sections Must Be Completed)

New Existing/Update

Section A – Vendor Information	
Vendor Name: _____	Line/Label Name: _____
Address: _____	Accounts Receivable Department _____
City: _____ State: _____ Zip: _____	A/R Contact Name: _____
Sales Department _____	A/R Phone Number: _____ Ext: _____
Contact Name: _____	A/R Email: _____
Phone Number: _____ Ext: _____	Account # assigned to RCI: _____
Email: _____	Is B2B Access Available? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
	B2B Website: _____

Section B – Remittance Information	
(Select only one of the following)	
Remit To Vendor: _____	Remit To Factor: _____
Vendor: _____	Factor: _____
Address: _____	Address: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____

Section C – Customer Merchandise Return Vendor Information	
Contact Name: _____	Title: _____
Address: _____	Email: _____
City: _____ State: _____ Zip: _____	Phone Number: _____ Ext: _____
	Additional Return Information: _____

Section E – Electronic Data Interchange Capabilities
Check those you presently support. Versions supported by Retail Concepts Inc. (4030). Refer to EDI section in our Vendor Compliance and Routing Guide.

810 Invoice 850 Purchase Order

856 Advanced Ship Notice (with UCC 128 labels) 997 Functional Acknowledgement

Section F – Credit Cards as a Form of Payment

Do you accept Mastercard as a method of payment? Yes: No:

If "yes" do you charge any fees or does this affect any other terms? Yes: No:

Section G – Vendor Added Service Information

All orders must be shipped in accordance with the terms and conditions on the Retail Concepts Inc. Purchase Order and the Retail Concepts, Inc. Vendor Guidelines. Our guidelines can be found at: www.retailconcepts.cc

Please acknowledge that you have read the Retail Concepts Inc. Vendor Guidelines by completing the following:

Logistics/Compliance Contact: _____ Logistics/Compliance Phone: _____

Signature: _____ Date: _____ Logistics/Compliance Email: _____

Insurance Requirements: Attachment of a current Certificate of Insurance naming Retail Concepts, Inc as an Additional Insured is required.