



## GLOBAL SOURCING VENDOR MANUAL

Orchard Portfolio

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## Manual Updates

Date	Section	Update
7/30/19	4.02 (c)	Photo sample sizes required for Appleseed's Photo sample sizes required for Haband
7/30/19	All	Removed Sahalie, Norm Thompson and Wintersilks reference
9/24/19	All	Removed Bedford Fair, and Gold Violin reference
6/3/21	Cover	Updated logo
	All	Removed Old Pueblo Traders references
	2.01	Updated Paragraph
	3.01	Updated Bluestem Address
	3.03	Updated to add Country of Origin Worksheet
	4.03 - 4.05	All forms updated

# 1 Welcome

We value the relationships with our vendors, many of which were established more than 10 years ago. Our standards are rigorous. Vendors are selected and retained based on their abilities to align with our Brands' profiles, products, and commitments to value and quality.

To ensure operational efficiency and compliance with our Company policies, this manual provides the instructions for accessing the procedures and business protocols required of all our vendors. These operations and conduct guidelines are also designed to guarantee that our vendors benefit from the corporate alliances we have with them. It is essential that you and your staff are aware of and comprehend the obligations of a Bluestem vendor as documented.

We rely on our vendors to provide our customers with products they are proud to own and recommend. We look forward to working with you and your company to achieve this goal as we build a strong and continual business relationship.

**The information on this website is updated regularly and can change without notice.**

## 2 Company Overview

### 2.01 Who We Are

Bluestem Brands, headquartered in suburban Minneapolis, is the parent to 6 dynamic eCommerce retail brands. This exciting company offers a unique mix of retail and payment options for a diverse range of customers with a wide range of financial needs. What all our brands have in common is that each is customer-first. We offer great products, great service, and full transparency. When they call, they can talk to a real person. If they don't understand something, we explain it in detail. Fairness, honesty and integrity are our hallmarks. It's simple: We treat our customers with respect and courtesy.

Within our operations we have a Global Sourcing organization with buying office in India which has a sourcing team dedicated to the brands.

### 2.02 Mission Statement

**Global Sourcing and Quality Mission Statement:**

Ethically source products from compliant vendors and factories around the globe to improve bottom line profitability while optimizing quality, price, flexibility and always putting our customers first.

## 3 Company Policies

### 3.01 Code of Conduct

**Code of Conduct.** Bluestem Brands ("Bluestem") is guided by the highest ethical and legal standards with the intent of obtaining and maintaining a reputation for excellence and ethical conduct in all aspects of our business. We expect the same of our Vendors. This Vendor Code of Conduct applies to all facilities that produce goods for Bluestem and any of its affiliated companies. Bluestem views its Vendors, licensees, and their subcontractors as an integral element of our business success and strives to select Vendors who adopt strong ethical standards and conduct their operations in a manner that respects the rights of the individuals they employ. Bluestem Private Brand Vendors will not utilize subcontractors in the manufacturing of products or components without Bluestem's approval and only after the subcontractor has agreed to comply with this Vendor Code of Conduct. While it is not possible to develop a detailed set of rules covering all circumstances, this Vendor Code of Conduct is intended to assist Vendors in understanding their responsibilities. It is the responsibility of every Vendor to read, understand and comply with this Vendor Code of Conduct.

**Audits and Inspections.** Bluestem reserves the right to audit Vendors and/or any manufacturers, contractors or subcontractors used in the manufacturing or finishing of any products that are ordered by Bluestem or any of its affiliated companies to monitor compliance with this Code of Conduct. Verification of compliance is subject to audits by Bluestem or a third party designated by or otherwise acceptable to Bluestem Brands. Bluestem reserves the right to cease doing business with a Vendor who does not comply with this Code of Conduct. Bluestem reserves the right to cancel a purchase order; return or revoke acceptance of affected goods; require that corrective action be taken and cease doing business with a Vendor who does not comply with this Code of Conduct. Vendors shall be liable for all related damages incurred by Bluestem, as a result of non-compliance with this Code of Conduct.

**Compliance with Laws.** Bluestem does not permit or condone the violation of any domestic, foreign, or international laws, rules, or regulations by our Vendors, including those governing product health and safety, labor, and the environment. Compliance with laws and Bluestem's Code of Conduct is expected throughout the supply chain.

**Antitrust.** Bluestem competes vigorously, fairly and in compliance with all applicable antitrust and related laws. The purpose of antitrust laws is to protect competition. All Vendors must be familiar with the requirements of U.S. antitrust laws, so they may comply with the laws, as well as maximize the competitive position of Bluestem. Violation of antitrust laws is a felony and can result in imprisonment and fines for both the Vendor and Bluestem. Damage awards in civil suits which arise out of violations of antitrust laws are tripled and may include costs and attorneys' fees. The cost in time, reputation and lost business can be staggering. As a retailer, our primary antitrust concern lies in communications with our competitors and Vendors. Bluestem may not discuss prices, markups, markdowns or other terms or conditions of sale, or Vendor relationships with Bluestem competitors. In addition, information regarding any of Bluestem's future plans may not be discussed with competitors. No Bluestem employee may make any agreement, whether directly or indirectly, with a competitor regarding price or other terms or conditions of sale or market allocation. Vendors may not act as intermediaries for the transmittal of any of the above information.

**Social Responsibility, Labor and Human Rights.** Bluestem is concerned about human rights and expects its Vendors to share this concern by complying with the standards outlined here.

**Safe and Healthy Workplace.** Vendors must provide a safe and healthy workplace that complies with local laws. If Vendors provide living quarters for their employees, the living conditions must be safe and healthy and comply with all local laws. Bluestem Vendors shall have procedures and systems to manage, track, and report occupational injuries and illnesses, exposure of workers to chemical, biological, and physical agents, and motor vehicle incidents. Fire prevention equipment must be accessible, and employers are responsible for conducting fire prevention and evacuation training.

**Forced Labor, Bonded Labor, Slavery or Human Trafficking.** Vendors must not support, promote or engage in forced labor, slavery, or human trafficking in connection with the manufacture of products for Bluestem. All work must be voluntary, and workers should be free to leave work or terminate their employment with reasonable notice. Workers must not be required to surrender any government-issued identification, passports, or work permits as a condition of employment.

**No Harassment or Abuse.** Vendors must be committed to a workplace free of harassment. Vendors may not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, or verbal abuse. In addition, Bluestem Vendors may not use monetary fines as a disciplinary practice.

**No Discrimination.** Workers should be employed and compensated based upon their abilities, rather than upon their physical and/or personal characteristics or beliefs, affirming the principle of no unlawful discrimination based on race, color, gender, religion, national origin or sexual orientation.

**Reasonable Working Hours and Overtime.** Vendors must not require a work week which exceeds local laws or business customs.

**Fair Wages.** Vendors must provide wages and benefits in compliance with local laws. Employees must be provided with a clear, written accounting for each pay period.

**Child Labor.** Vendors must adhere to child labor laws as defined by local minimum working age standards.

**Conflicts of Interest.** No Vendor shall bribe or make any payment of any kind, including gifts of more than nominal value, to any Bluestem employee or contractors. As a rule, “nominal value” is defined as not exceeding \$75 in aggregate annual value. Receipt of a bribe or unauthorized gift is a conflict of interest by the Bluestem employee and a violation of the employee’s employment relationship with Bluestem. While it is not possible to develop a comprehensive set of rules covering all circumstances, the following are examples of types of activities by a Vendor that could be considered a conflict of interest:

- Giving cash payments in exchange for a purchase commitment.
- Giving gifts to Bluestem employees, including samples for personal use

Bluestem employees may accept certain social amenities, gifts of limited value, or infrequent meals or entertainment when they are offered. The following are examples of types of activities by a Vendor that are not considered a conflict of interest:

- Gifts of promotional or advertising materials having nominal value and bearing the Vendor's identification.
- Customary business amenities, such as meals and entertainment, if they are associated with a business purpose, reasonable in cost, infrequent, and the employee is accompanied by the Vendor.

**Anti-Corruption.** Vendors must comply with all applicable anti-corruption laws including but not limited to the U.S. Foreign Corrupt Practices Act. No Bluestem Vendor may offer, promise or give anything of value to a foreign official for the purpose of exerting influence or to get or keep an improper benefit or advantage.

**Transshipments.** Vendors are to ensure the correct country of origin in accordance with 19 U.S.C. 3592 (Section 334, P.L. 103-465). Bluestem Brands does not permit and will not accept any transshipped merchandise, textiles or apparel.

**Environmental Laws.** Bluestem strives to conduct its business in a manner that protects and preserves the environment. Vendors are expected to comply with all applicable laws concerning environmental protection. At a minimum, we expect our Vendors to meet applicable environmental laws, rules and regulations in the countries in which they do business. Vendors must obtain, maintain, and keep current all required environmental permits (e.g. discharge monitoring) and registrations and follow the operational and reporting requirements of such permits.

**Bio-Hazard Materials.** To minimize associate and customer concerns regarding exposure to bio-hazardous materials, it is important for Bluestem Brands to be aware of what you as a vendor might be placing in or on packaging that could cause suspicion. This would include absorbent materials to reduce mildew, insecticides, packaging lubricants, or other material that we should be aware of.

**Trademark Protection.** To protect our registered trademarks and the goodwill that accrues to them, we require that our manufacturers mutilate (via cutting or removing) all garment labels bearing any trademarks owned by Bluestem or any of its subsidiaries, if the merchandise is sold to anyone other than Bluestem. This requirement extends to any contractors and subcontractors you utilize to make our products. Unauthorized use by Vendors of copyrights, patents, trademarks, service marks, logos, designs or other intellectual property in which Bluestem has established rights will be vigorously prosecuted. Unauthorized use of intellectual property in which other companies or individuals have protectable rights is to be carefully avoided. Vendors must comply with usage requirements communicated by owners of such intellectual property.

**Confidentiality.** Vendors shall protect Bluestem’s confidential information and shall not divulge any Bluestem information that a prudent business person would consider sensitive or which is designated by as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, and financial information. Such information also includes product design or other product related information owned or licensed by Bluestem. Vendors shall not make any announcements or release any information to any member of the public, press, official body, business entity, or other person, or claim or imply any endorsement by Bluestem or Bluestem employees, without the express prior written consent of Bluestem.

**Whistleblowers:** Vendors must create programs to ensure the protection of worker whistleblower confidentiality and to prohibit retaliation against workers who participate in such programs in good faith or refuse an order that is in violation of this Vendor Code of Conduct.

**Reporting Violations of Law or Vendor Conduct Guidelines.** For the protection of both Bluestem and Vendor, it is essential that each Vendor make prompt and full disclosure of any situation that may involve a violation of law or the Vendor Code of Conduct Guidelines, whether or not the Vendor is personally involved.

If you have a knowledge of, or a suspect violation of law, or the Vendor Code of Conduct Guidelines, you may report the violation in either of the following ways:

Send an e-mail message to: [Bluestem.ethics@lighthouse-services.com](mailto:Bluestem.ethics@lighthouse-services.com)

Write to: Bluestem Brands

13300 Pioneer Trail

Eden Prairie, MN 55347

Attention: Legal Department

Vendors will not be subject to retaliation for reporting, in good faith, a suspected violation of this Vendor Code of Conduct Guide.

**This Vendor Code of Conduct must be posted in a prominent place in all major workplaces, translated into the language(s) of the employees.**

### 3.02 PO Terms & Conditions

#### **TERMS AND CONDITIONS OF PURCHASE ORDER FOR ALL SUPPLIERS TO:**

Appleseed's, Blair, Draper's & Damon's, Haband

The following terms and conditions are a part of the Purchase Order submitted by the Purchaser and are binding upon Seller.

1. **ACCEPTANCE.** Upon acceptance by Seller of this Purchase Order by (a) Seller's written acceptance, (b) Seller accepting any payment by reason of or relating to this Purchase Order, by way of deposit or otherwise, or (c) Seller's commencement of performance or shipment of Merchandise (as defined below) in connection hereunder, this Purchase Order shall constitute Seller's agreement to all of the terms and conditions set forth herein and in Purchaser's manuals and instructions which are incorporated herein by this reference and are identified on the website <http://orchardhomeservices.com/vendor-relations/> (the "Vendor Manuals"). The terms of the Vendor Manuals are in addition to, and not in lieu of, these Purchase Order Terms and Conditions. These Purchase Order Terms and Conditions and the Vendor Manuals may be modified by Purchaser at any time. Such modifications will be posted on <http://orchardhomeservices.com/vendor-relations/> or otherwise provided to Seller and shall be binding upon the parties from the date of such posting or provision to Seller.
2. **NO ADDITIONAL TERMS.** Acceptance by seller is limited to the terms of the purchase order and these terms and conditions. Purchaser objects to any different or additional terms in seller's acceptance or any other document or form transmitted on behalf of seller, unless purchaser's written consent is first obtained. Purchaser shall not be deemed to have accepted any different or additional terms by acceptance of any merchandise or payment of any invoice.
3. **CANCELLATION OF PURCHASE ORDER.** Purchaser may terminate and rescind all or part of this Purchase Order at any time in the event (a) Purchaser has any reasonable basis to believe that Seller will not perform its obligations under this Purchase Order (including, without limitation, timely delivery of all of the Merchandise); (b) Seller becomes insolvent or proceedings are instituted by or against Seller under any bankruptcy or insolvency laws; (c) Seller ceases its operations; or (d) any lockout, strike, unavoidable accident, riot, war, act of God, fire, flood, earthquake, or any other casualty whatsoever affects any or all of Purchaser's premises or business.



4. RETURNS ALLOWANCE. If Seller is shipping Merchandise to Purchaser or Purchaser's customers from a location in the United States of America, Seller agrees to a returns allowance discount of 1.5% for the categories of apparel (excluding footwear) and accessories and 3% for all other Merchandise categories including footwear (or such other amount as Seller and Purchaser may agree) to be applied against the cost of goods of such Merchandise on all invoices in lieu of Purchaser returning, in its sole discretion, any such Merchandise that is damaged, defective or non-compliant, or a combination thereof, including such Merchandise returned to Purchaser by its Customers ("Returns Allowance"). Any Merchandise not returned by Purchaser may be disposed of by Purchaser in its sole discretion.

5. IMPORT ADMINISTRATIVE FEE. If Merchandise is directly imported by Purchaser from Seller to be sold as Purchaser's private label Merchandise and the Merchandise is shipping from a location outside the United States of America, Seller agrees to an import administrative fee discount of 1% for all Merchandise categories (or such other amount as Seller and Purchaser may agree) to be applied against the cost of goods of such Merchandise on all invoices.

6. MERCHANDISE REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Purchaser, in addition to all warranties implied by law, that the Merchandise shipped under this Purchase Order together with all related packaging and labeling and other material furnished by Seller (collectively, the "Merchandise"), shall (a) be free from defects in design, workmanship and materials including, without limitation, such defects as could create a hazard to life or property; (b) not violate any applicable laws, regulations, orders or ordinances of the country of origin or of the United States or any state or any agency or political subdivision thereof; (c) be free and clear of all claims, liens and encumbrances upon payment of the purchase price; (d) conform to all of Purchaser's specifications and any approved samples; and (e) be merchantable at the time of delivery to Purchaser and at the time of use by Purchaser's customers.

Seller further warrants that the Merchandise shipped under this Purchase Order:

- a. does not and will not infringe or violate any intellectual property or other proprietary rights, including without limitation any patent, trademark, service mark, trade dress, trade name, copyright, trade secret, right of privacy, publicity or moral right, or utilize any manufacturing or administrative process that would infringe or violate any such right, and Seller has not received any notification of and has no knowledge of any basis upon which a third party could claim or contest the intellectual property in the Merchandise;
- b. is accurately labeled and clearly identifies the country of origin;
- c. is labeled in accordance with and complies in all respects with any and all applicable federal, state and local laws, regulations, orders and ordinances, including without limitation any applicable rules of the Federal Trade Commission, Food and Drug Administration, the Consumer Products Safety Commission and the Department of Health, Education and Welfare, including care labeling requirements, and the requirements of each of the following Acts to which it may be subject: The Federal Food, Drug and Cosmetic Act, the Wool Products Labeling Act, the Fair Packaging and Labeling Act, the Fur Products Labeling Act, the Textile Fiber Products Identification Act, the Federal Hazardous Substances Act, the Flammable Fabrics Act, and the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65);
- d. the fiber content of any textiles contained in the Merchandise is stated accurately on all tag, labels, invoices and other documents relating to the Merchandise;
- e. if the Merchandise is wearing apparel, that tests made under the procedures provided in the Flammable Fabrics Act and as referenced in the Vendor Manual show that the Merchandise is not so flammable as to be dangerous when worn by individuals; and
- f. is processed, packed and shipped in accordance with any of Purchaser's applicable supply chain security requirements related to the Customs-Trade Partnership Against Terrorism (C-TPAT), as defined in the Purchaser's Manuals (as applicable), as well as applicable U.S. Customs rules and regulations.

7. SELLER OPERATIONS REPRESENTATIONS AND WARRANTIES. Seller warrants that it complies with all applicable requirements of (a) the Federal Fair Labor Standards Act, and with all applicable regulations and orders of the United States Department of Labor; and (b) the National Labor Relations Act and other federal, state and local wage and hour and wage payment laws, and with all applicable regulations and orders issued under any of the foregoing. Seller further warrants that it does not and will not (a) discriminate in hiring on the basis of race, color, national origin, gender, religion or sexual orientation; (b) utilize child labor, prison labor, indentured or bonded labor, or labor obtained through human trafficking or slavery in the operation of its business; or (c) participate in any payment or authorization practices in violation of the Federal Foreign Corrupt Practices Act or other anti-corruption laws.

8. MERCHANDISE TESTING. Upon Purchaser's request and at Seller's expense, as set forth in the Vendor Manuals, Seller shall submit the Merchandise ordered herein to be tested for quality and compliance by test laboratories of the Purchaser's choice and in accordance with testing protocols of the Purchaser's choice. The Purchaser's right to make such testing requests shall be in addition to any rights the Purchaser may have to examine the Merchandise. Regardless of the results of any such test or examination, Purchaser's acceptance of any Merchandise so tested or examined shall not be deemed a waiver of any specification or warranty expressly provided herein or implied by law, nor shall Purchaser's failure to make such a test or other examination be deemed such a waiver.

9. NON-COMPLIANCE. Purchaser shall have all remedies available hereunder and allowed by law in the event that the Merchandise does not conform to the terms of this Purchase Order, including Merchandise (a) that is received by Purchaser after the Delivery Date specified in the Purchase Order; (b) that is received in quantities less than or in excess of quantities ordered; (c) that is damaged or defective in material or workmanship; (d) that is not according to the Purchaser's technical package/specification sheet, or sample provided by Seller, or not specified in the Purchase Order; (e) that is not in compliance with the applicable provisions of this Purchase Order and the Vendor Manuals, including without limitation all the representations and warranties in these Terms and Conditions and the quality standards, transportation terms and conditions, labeling and packing instructions and invoicing instructions in the Vendor Manuals; and (f) which for any reason, except payment of applicable duties and tariffs, will not be cleared for entry by U.S. Customs. If a shipment, or any portion of a shipment, is determined by sampling procedures to include Merchandise that is damaged or defective or otherwise subject to return as set forth above, the entire shipment or portion may be rejected and returned to Seller for the full purchase price of the returned Merchandise, plus any handling, shipping and storage costs and standard processing fees charged by Purchaser. Purchaser may also cancel any remaining unshipped portion of this Purchase Order or any other outstanding Purchase Order(s) for the same items. Payments for Merchandise prior to inspection shall not constitute acceptance and Purchaser reserves the right to hold for Seller or return to Seller, at Seller's expense, any rejected Merchandise. The Seller agrees that the Purchaser shall be under no duty to inspect Merchandise before resale and that all warranties, expressed or implied, shall survive inspection, acceptance and payment by Purchaser.

10. REMEDIES; DEDUCTIONS AND SET OFFS. The rights and remedies expressly provided herein and in the Vendor Manuals shall be cumulative and in addition to any other rights and remedies given by law or in equity, including without limitation, injunctive relief and the right of Purchaser to recover all incidental, special, consequential and punitive damages. Without limiting the foregoing, Purchaser, in its sole discretion, may elect to not return Merchandise: (i) in consideration of the Returns Allowance (ii) in the event the return of Merchandise is precluded by act of any government agency, regulatory authority or third party, (iii) in the event Purchaser has reasonable cause to believe that the Merchandise contain defects or hazards that could create a substantial risk of injury to any person or property, or (iv) in the case of private label Merchandise, Purchaser has reasonable cause to believe that Seller intends to dispose of the Merchandise in a manner likely to harm Purchaser reputation or goodwill. Unless otherwise agreed to herein: (i) Merchandise not returned by Purchaser may be disposed of by Purchaser in its sole discretion; and (ii) with respect to any Merchandise disposed of or returned by Purchaser, Seller will be liable for all costs and expenses related to the disposition or return, including any standard processing fees charged by Purchaser, any freight, storage, and disposal or destruction costs.

In addition to other remedies available to Purchaser, at the option of the Purchaser in its sole discretion Purchaser may also (a) return any damaged, defective or non-compliant Merchandise or associated shipments as provided above for full credit or refund of the purchase price; (b) assess late charges, charge backs or expense offsets for late or early shipments or shipment inaccuracies as provided in the Vendor Manuals; (c) repair any defective Merchandise and charge Seller such expense; or (d) purchase substitute items elsewhere and charge Seller for any loss incurred. Sums payable to Seller for the Merchandise shall be subject to all claims or defenses of Purchaser, whether arising from this Purchase Order or from any other transaction or occurrence between the parties, and Purchaser may set off and deduct against any such sums any indebtedness of Seller to Purchaser. Acceptance of the Merchandise by Purchaser or payment of all or any part of the purchase price by Purchaser shall in no way constitute a waiver of any of Purchaser's rights under this Purchase Order and the Vendor Manuals.

11. **INDEMNIFICATION.** Seller, its representatives, agents, subcontractors and employees agrees to defend (with counsel acceptable to Purchaser), indemnify and save harmless Purchaser from any and all claims, suits, fines, liabilities, damages, losses or expenses, including attorneys' fees and costs, asserted against or incurred by Purchaser by reason of, or arising out of or occurring in connection with (a) any injury to persons or property arising or resulting from any actual or alleged defect in the Merchandise; (b) any breach or alleged breach of the provisions of this Purchase Order, any of these Purchase Order Terms and Conditions, or the applicable provisions of the Purchaser's Manual; (c) any act or omission of Seller in the furnishing of Merchandise under this Purchase Order, including, but not limited to worker's compensation, discrimination or other employee related matters; and (d) the transportation or shipping of the Merchandise covered under this Purchase Order authorized by or in Seller's control. Seller shall not, without the prior written consent of Purchaser, settle or compromise any action, suit, proceeding or claim in which Purchaser is named as a party, or consent to the entry of any judgment in any such matter. All indemnification obligations of Seller hereunder shall survive termination or cancellation of this Purchase Order.

12. **INSURANCE.** Seller agrees to maintain insurance in full force and effect to fulfill Seller's indemnification obligations hereunder, and will furnish Purchaser with certificates of insurance evidencing coverage for Commercial General Liability Insurance including Contractual and Products Liability, on an occurrence basis, with at least \$1,000,000 combined single limit per occurrence, and in the aggregate (or such greater amount as may be required by the Vendor Manuals), and including Vendor's Endorsement naming Purchaser as an additional insured. By requiring insurance herein, Purchaser does not represent that coverage and limits will be adequate to protect Seller and such coverage and limits shall not be deemed as a limitation on Seller's liability hereunder.

13. **CONFIDENTIALITY.** Seller may have access to certain confidential, proprietary or trade secret information relating to the operations, products, sales and business of Purchaser and its affiliated and related companies or third parties including, without limitation, inventions, improvements, trade secrets, processes, data and know-how, software programs, techniques, marketing plans, strategies, forecasts, unpublished copyrightable material, customer lists, personal information with respect to employees, customers or other sources of supply, prospects or projections, manufacturing techniques, formulas, research or experimental work, work in process or any other proprietary or confidential matter ("Confidential Information"). Confidential Information may be in written or verbal form, whether or not marked as confidential. Confidential Information shall exclude any information that: (i) is or becomes part of the public domain through no wrongful act or failure to act on the part of Seller; (ii) that is rightfully received by Seller from a third party in possession of it who was not subject to any restrictions on the disclosure of such information; (iii) is approved in writing for release by Purchaser, or (iv) which has been independently developed by Seller (as evidenced by its written records) without violation of these Purchase Order Terms and Conditions or any rights of Purchaser hereto. Seller agrees that, except as directed by Purchaser, Seller will not at any time use for its own benefit or disclose to any person for any purpose any Confidential Information, or permit any person to use, examine and /or make copies of any documents, files, data or other information sources which contain or are derived from Confidential Information, whether prepared by Seller or otherwise coming into the Seller's possession or control, without the prior written permission of Purchaser. Seller shall maintain security procedures and practices sufficient to protect the security and confidentiality of Confidential

Information from unauthorized access, destruction, use, modification or disclosure, but in no event less than a reasonable degree of care.

14. **WAIVER.** A waiver of or failure to perform any one or more of the conditions of any Purchase Order shall not constitute a waiver of or an excuse for nonperformance as to any other part of these Purchase Order Terms and Conditions or any other Purchase Order.

15. **AFFILIATES.** Purchaser shall be expressly permitted to resell the Merchandise to its affiliated companies for resale. Seller acknowledges and agrees that all covenants, representations and warranties of Seller hereunder, and all express and implied warranties with respect to such Merchandise, are also for the benefit of and extend to Purchaser's affiliates. Seller agrees that Purchaser's affiliates shall be entitled to exercise any rights of the Purchaser and to make any claims and return any Merchandise directly to Seller pursuant to the terms of any Purchase Order.

16. **INTELLECTUAL PROPERTY.** Seller agrees that it will not use any trademark, service mark, trade name or trade dress owned or controlled by or licensed to Purchaser or any of its affiliates, except in connection with Merchandise shipped to Purchaser in accordance with a valid Purchase Order. Seller agrees that all trademarks and trade names of Purchaser belong to or are licensed to Purchaser and Seller will make no claim of right to use or of ownership nor will Seller attempt to register any such trademark or trade name. Seller agrees that Merchandise rejected or returned for any reason pursuant to the terms of any Purchase Order, whether or not such rejection is disputed by Seller, including but not limited to Merchandise rejected or returned due to shipment after the delivery date or cancel date specified in the Purchase Order, will not be resold or otherwise distributed by Seller unless all labels, tags, logos, monograms and other items or characteristics identifying any trademark, service mark, trade dress or trade name owned or controlled by or licensed to Purchaser or its affiliates and used by Purchaser or its affiliates in connection with any such Merchandise, have first been removed.

17. **GOVERNING LAW.** This Purchase Order and the rights and obligations of the parties hereunder shall be determined in accordance with the laws of the state in which Purchaser is located as indicated on the first page of this Purchase Order and shall not be subject to or governed by the U.N. Convention on Contracts for the International Sale of Goods. If litigation arises under this Purchase Order or these Purchase Order Terms and Conditions, or as a result of any transaction contemplated or resulting from either party's performance or breach thereof, jurisdiction of such litigation shall be in the state in which Purchaser is located, at the option of Purchaser, and Seller hereby consents to such jurisdiction and venue. Any award or judgment of any of said courts may be entered and enforced in any other domestic or foreign court of competent jurisdiction and shall be awarded full faith and credit.

18. **ASSIGNMENT OF WARRANTIES.** Seller hereby assigns to Purchaser all assignable warranty rights with respect to the Merchandise in the Purchase Order, including without limitation all rights of Seller under warranties of any manufacturer of any of the Merchandise or any part or component thereof.

19. **ENFORCEABILITY.** Each Purchase Order is enforceable by Purchaser directly against Seller, regardless of whether the Purchase Order was submitted directly to Seller by Purchaser or was submitted to Seller by another party on behalf of Purchaser. No such other party shall have any authority to act for Purchaser, bind Purchaser to any agreements or modifications or otherwise act as agent for Purchaser.

20. **NO TRANSFER OR ASSIGNMENT.** Seller shall not assign or transfer any rights or delegate any duties which Seller may have under this Purchase Order, in whole or in part, except the right to receive payment for Merchandise delivered and accepted in accordance with this Purchase Order. Any attempted assignment or transfer in violation of the foregoing is void and not binding on Purchaser unless the prior written consent of Purchaser is obtained. No such assignment or transfer shall bar Purchaser from asserting against Seller or the transferee or both any claim Purchaser may have against Seller.

21. SEVERABILITY. Should any of the terms and conditions of this Purchase Order and related documents, including without limitation the Vendor Manuals, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining provisions.

22. MISCELLANEOUS. Electronic transmissions shall be deemed effective to the same extent as if originals had been personally delivered or mailed. In any dispute under this Purchase Order or these Purchase Order Terms and Conditions, whether or not litigation is commenced, the prevailing party shall be entitled to its costs and expenses incurred, including reasonable attorneys' fees and costs.

These purchase order terms and conditions can be found on our vendor website by clicking on this link:

[Bluestem Brands Purchase Order Terms and Conditions](#)

### 3.03 Payment Requirements

Once vendor gets the signed Inspection Certificate (IC) from their offshore partner, within 10 days after the PO requested ship date, vendor attaches a full set of payment docs in e-SPS and updates the related calendar task. (If vendor is trained and have access to the system)

Please note: that each payment request must be made brand specific. Do not comingle invoices, documents across brands.

The following documents are required before payment will be reviewed for processing:

1. Invoice to include all bank details (bank name, bank address, swift account number, beneficiary)
2. Dated BoL/AWB
3. Packings lists
4. Country of Origin worksheet
5. [Bluestem Wire Transfer Form](#)

If a vendor is factored, when applicable:

1. include a copy of any chargebacks that have been received
2. deduct amount from the overall invoice and include the copy of the chargeback
3. deduct the admin fee (if applicable) from each purchase order

### 3.04 Document Requirements

#### 3.04 (a) Vendor Profile

This key form provides information about the vendor. For example, who they currently do business with, what countries they export to, how many factories they work with, what their production capacity is and more.

An example of the form can be found in our forms section below. The form can be obtained by clicking on this link:

[Bluestem Vendor Profile - Master Form](#)

#### 3.04 (b) Factory Self-Evaluations

Factory ID Codes are assigned after a factory has been evaluated and approved. To apply for a Factory ID Code, it is necessary for the Factory Self Evaluation Profile form be completed for each factory and forwarded to the respective off-shore partner for evaluation and processing. No production can take place in a factory until approved and assigned a Factory ID.

An example of the form can be found in our forms section below. The complete form can be obtained by clicking on this link:

[Bluestem Factory Self Evaluation - Master Form](#)

### 3.04 (c) Production Record Retention Requirements

Importers, exporters, carriers, and brokers are required to keep their U.S. Customs and Border Protection (CBP) records and entry documents for five years from date of entry, or five years from the date of the activity that required the maintenance of the records. However, travelers who physically clear CBP by making an oral declaration are not required to maintain supporting documents, as long as they are not declaring commercial merchandise. (Threading Your Way Through the Labeling Requirements Under the Textile and Wool Acts, 2018)

For further information please visit: [Electronic Code of Federal Regulations Title 19 → Chapter I → Part 163](https://www.ecfr.gov/current/title-19-chapter-I-part-163) and <https://www.cbp.gov/document/publications/recordkeeping>

Bluestem Brands may be requested to supply U.S. customs proof of the origin of any shipment up to six months after the entry is filed with U.S. Customs. The documents listed below are the minimum requirements issued by U.S. Customs required to substantiate the actual country of origin of merchandise. Vendors are required to maintain the required documentation for a minimum of 9 months for the date of shipments. The vendor shall submit this documentation to the requester within 10 days, if requested.

1. Raw materials:
  - a. Records demonstrating how, when and from whom raw materials, e.g., fabrics, knit-to-shape components, trimmings, and findings, were obtained. Such records would normally include purchase orders, invoices, bills of lading and receiving records
  - b. Export records and import records (if imported from another country into the claimed country of origin)
  - c. Transfer records (if supplied by the importer/buyer, or if for a CMT operation or under a sub-contractual agreement)
  - d. Internal production records (if produced by the manufacturer of the imported merchandise)
2. Cutting records for products assembled from cut components:
  - a. Manual cutting records maintained by the cutting section covering the entire cutting production run with respect the merchandise in question
  - b. Individual workers daily cutting tickets pertaining to the production run
  - c. A copy of the mini-marker, i.e., a miniaturized version of the fabric cutting marker or pattern. If a mini-marker is unavailable, please provide the full-sized marker or pattern.
3. Production Records:
  - a. A step-by-step summary of all production steps
  - b. Assembly or production records maintained on the factory floor by the production manager
  - c. Individual workers daily assembly or production records
  - d. Listing of the number of, and types of, machines available for, and used in, actual production
  - e. In-Line Inspection Reports
  - f. Manufacturing factory profile
4. Employee records:
  - a. Time cards showing that employees identified in 2 and 3, above were working during the production run in question
5. Subcontracted production work:
  - a. All applicable documents in items 1 through 4, above;
  - b. All transfer documents showing movement of the freight from the subcontractor to the shipper or primary contractor;
  - c. Proof of payment by the shipper or primary contractor for the work done.
6. Outward processing arrangement:
  - a. All transportation records covering the exportation of the raw materials, components, subassemblies or finished goods for the processing from the original country and the importation thereof into the second country

- b. Description and proof of the production processes carried out in the second country
  - c. All transportation records covering the exportation of the processed materials, components, subassemblies or finished goods from the second country and importation thereof into the original country.
7. Exportation of the finished goods from purported country of origin:
- a. Export documentation showing that the goods purportedly manufactured by the identified factory, were, in fact the goods exported to the U.S.A.
8. Proof of payment to the actual manufacturer:
- a. The letter of credit, proof of payment, or other documentation of payment arrangements from the importer/buyer to the actual manufacturer.

Vendor may also supply, any additional documentation not listed, as well as any explanations, time lines, document reconciliations, etc. which you believe may support the origin of the goods.

Vendor further must agree to be responsible for all cost incurred if sufficient documentation to establish the country of origin to U. S. Customs cannot be provided

## 4 Process Requirements

We utilize the New Generation Computing (NGC) cloud-based system to manage our supply chain process from product lifecycle management to supply chain management including quality and vendor compliance.

### 4.01 WIP (Work in Process) Development

All vendors are required to maintain updated WIPs and submit as requested by the On-shore teams.

#### 4.01 (a) Development

A working spreadsheet taking a design item from conception to adoption (approved for production).

- Tech Packs
- Vendor Selection
- RFQ process
- Materials, Trims Approval
- Counter/Proto Sampling
- Product Adoption
- Lab dips, strike offs, artwork
- Fit samples
- Photo samples
- Pre-production sample approval

#### 4.01 (b) Production

A working spreadsheet taking an approved item through the production phases from order placement to receipt in the warehouse.

- Purchase Order Issuance
- Material Receiving & Inspection
- Material and product testing
- Fabric Spreading & Cutting
- Fusing, embroidery, printing ...
- Sewing, trim attachments
- Top of Production sample approval
- Inline Inspection

Finishing and Ironing  
 Final Inspection  
 Packing  
 Shipment sample sent  
 Booking & Shipping

#### 4.02 Samples

Sample costs are attributed to the cost of doing business. Orchard Portfolio doesn't pay for samples.

##### 4.02 (a) Counter/Proto Samples (Development Samples)

For buyer's selection and styling review only, the color and fabric need to be fashion right for the product and meet the following criteria:

- Must be made in correct or closest available quality fabric/yarn and trim
- Made in accordance with the measurements and styling of the buyer's tech pack
- 1 piece to be submitted to onshore, unless otherwise noted
- 1 piece to be kept as keep sample, offshore
- Must be tagged and all pertinent information filled in

##### 4.02 (b) Fit Samples

Technical sample, for evaluation of fit, construction and workmanship:

- In correct quality fabric/yarn and closest available trim. If correct quality fabric/yarn isn't available, the fit sample can be submitted in a similar fabrication within a +/- 10% weight of the approved fabrication.
- Missy and women's fit only
  - Do not submit women's fit until the missy fit is approved, unless otherwise requested
  - Conversions for other size ranges will be forwarded with the missy fit approval
- Size required (equivalent to)

Appleseed's	Women's Size 8 or Small
Draper's & Damon's	Women's Size 10 or Medium
Haband	Women's Size 12 or Medium
Blair	Women's Size 14 or Medium
All Brands Men's Tops	Size 44 or L
All Brands Men's Bottoms	Size 38 or L
All Brands Men's Sportscoats	Size 44 or L
All Brands Men's Dress shirts	Size 17 ½ x 34
All Brands Hats, gloves, & scarves	Submit 1 in any color
All Brands Bras and Intimates	Size 36B for bras; size 7 for women's underwear; Size 38 men's underwear

- Samples must have the Fit Sample tag and Specification sheet attached and with all pertinent information filled in
- Paper pattern must be submitted with fit sample
- The correct elastic / shoulder pads / interlinings that will be used in production are to be used in the fit sample, when applicable to the style. Any deviations from this will result in a rejected fit sample
- The turnaround time for rejected fit samples is 7 days. Once the missy fit comments are sent, the women's fit is to be submitted within 10 days
- If the fit is not achieved with enough time for production and receipt of merchandise into the DC, we reserve the right to cancel or cut back of the order with no liability
- Graded specifications will not be released to vendor until the FIT has been approved



- Fit samples must meet the above points, failure to do so will result in a rejected fit

#### 4.02 (c) Photo Samples

Photo samples are a vital piece of the production process. Not adhering to the below points could result in the item dropping from the assortment which will result in a reduction or cancellation of the purchase order

- Photo samples must represent what the final production will be
- Must be made in actual fabric/yarn, actual trim and approved color. Any substitutions must be approved by the Sourcing team in communications with merchandising
- Photo samples must be received on or before the due date requested. If date is not workable, this needs to be communicated up front (at the time of the photo sample request) and approved by the Sourcing team
- Sizes required (equivalent to) Please refer to the individual brands request as it could be different from below

	Blair	Haband	Appleseed's	Drapers
Missy	S or 8	<b>2pcs each</b> Tops: S Bottoms: refer to specs Sweaters: S +1" length Outerwear: S +1" length	S or 6	S or 8
Men's	S and M for tops, 32L and 34L for pants, Sportscoats 40RG, Shoes 8M and 12M	Tops: 1pc M, 1pc L  <b>2pcs each</b> Bottoms (Alpha): S, 30L Bottoms (Num): 32Wx30L Sportscoats 40RG,  Shoes 8M and 12M		

#### 4.02 (d) Top of Production (TOP) Samples

A TOP is a sample pulled off the production line at the beginning of the production run. This sample will help assure that bulk production is in accordance with accepted samples and documentation agreed upon to date. Each detail must be adhered to concerning fabric, trim, color, fit, construction, labeling, packaging, extra buttons/trims and hangtags (This would on a request basis)

If a TOP is requested by the individual brands, please adhere to the following:

- TOP's are to be submitted no later than 14 days before the final inspection date
- The color submitted should be the lightest shade offered
- Samples required – 1st shipment of season only unless otherwise specified
- TOP sample must be submitted folded, tagged, and packed as specified in vendor manual. (This sample should be able to be put in stock if not mutilated)
- TOP's will be returned to vendor at their expense if the points are not followed
- Bulk production is not to ship without approval of the TOP sample
- If there is more than one shipment within the same season of the same style/colors/patterns, a TOP is required only from the 1st shipment

## 4.03 Materials Approvals

### 4.03 (a) Fabric Qualities

#### **Fabric Quality Sourcing/Counter Sourcing Approval Submits:**

- A [Bluestem Development Form Quality Development Approval](#) must be completed for all submissions.
- Must be submitted with the counter sample.
- All submittals must be clearly labeled with the season, style number, assigned fabric number, group name or item description, sample purpose, fabric details, and submit date.
- Must include the fiber content, yarn construction, price, cuttable width, weight (see below) and stitch count(knits)
  - Wovens = ounces per yard squared/grams per meter squared
  - Knits = grams per meter squared
  - Sweaters = pounds per dozen
  - Silk = mm
- Must be submitted in the correct hand feel and wash finishes, if applicable

### 4.03 (b) Fabric/Garment Washes

#### **Wash Standard Approval Submits:**

- A [Bluestem Development Form Quality Development Approval](#) must be completed for all submissions.
- All submittals must be clear labeled with the style number, sample purpose, fabric details, assigned fabric number, wash name and date.
- All wash standard submittals must include type of wash, washing method, time and temperature
- Wash approvals must be in garment form with all the appropriate trims in the fit sample size

Garments/leg panels must be made from bulk fabric, with the requested topstitching, and is indicative of abrasion, hand feel, blasting (if for denim), et, for correct placement and intensity.

### 4.03 (c) Lab-Dips

Our goal is to achieve consistent, accurate, and reproducible colors between products

#### **Lab Dip Approval Submits:**

- A [Bluestem Development Forms Lap Dip Approvals](#) must be completed for all submissions.
- All submittals must be clearly labeled with the style number, assigned fabric number, group name or item description, sample purpose, fabric details, color name and submit date.
- The size of lab dips must be submitted as a minimum of 2"x2" for each color requested
- Each submission must contain at least 3 options for each color to reduce the need for additional lab-dips
- Lab-dips should match the color standard under light source D65 daylight as primary and CWF, U30 as secondary and third light sources. If the lab-dips are not a close match, they should be rejected by the vendor and NOT submitted for approvals.
- Must preview and provide comments on the color submission and include options for approval or rejection comment. If rejected internally overseas, offshore must inform the on-shore team.
- Upon receipt, lab-dips are evaluated and commented on, by the color specialist using the light sources noted above
- If the submittal is a lab-dip for a trim item, the item number as well as the placement of the trim (1x1 rib for neckline) must be indicated on the submission card.

If lab dip is rejected a 2nd time, 3rd submit must be expedited within 3 days and a piece of the standard must be attached

#### 4.03 (d) Strike-offs

##### **Strike-off Approval Submits:**

- A [Bluestem Development Forms Quality Development Approval](#) must be completed for all strike-off submittals in development. For bulk print strike-offs, a [Bluestem Development Forms Bulk Approval](#) should be completed.
- Strike-offs should be started upon receipt of the pitch sheet.
- All submittals must be labeled with the style number, assigned fabric number, group name or item description, sample purpose, fabric details, color name and submit date.
- Prints are to be submitted via paper until approved.
- Once paper is approved, strike-off is to be submitted on actual fabrication.
- Strike-off must represent a full repeat of the pattern
- Must preview and provide comments on the color submission and include options for approval or rejection comment
- If strike-off is rejected a 2<sup>nd</sup> time, 3<sup>rd</sup> submit must be expedited within 3-5 days

#### 4.03 (e) Handlooms

##### **Hand Loom Approval Submits:**

- A [Bluestem Development Forms Quality Development Approval](#) must be completed for all submissions.
- Hand-loom should be started upon receipt of the pitch sheet.
- All submittals must be clearly labeled with the style number, assigned fabric number, group name or item description, sample purpose, fabric details, color name and submit date.
- Must be submitted in the correct colors and pattern
- Layout & colors will be reviewed and commented on with the design/merchandising team
- Must represent a full repeat of the pattern
- Must preview and provide comments on the color submission and include options for approval or rejection comment.
- Bulk weaving can only start after the layout and all colors have been approved

#### 4.03 (f) Trim Qualities

All trim submissions must be able to pass all state and federal laws, to include California Prop 65.

##### **Trim Approval Submits:**

- A [Bluestem Development Forms Quality Development Approval](#) must be used for all submissions.
- All submittals must be clearly labeled with the style number, group name or item description, sample purpose, color name (if applicable) and submit date.
- Must indicate which part of garment trim will be used for
- Underlying trims (elastic, shoulder pads, interfacing) are to be used in the fit samples and will be commented with the fit comments. If rejected these trims will be resubmitted to TD for final approval
- Visible trims must be submitted in the production quality, correct size and style. No bulk trim orders are to be placed without approval
- Dyed-to-match (DTM) trims should be submitted after the bulk fabric has been approved.
- If YKK zippers are used, the YKK invoice is required as proof of authenticity. Submit invoice with the submission of bulk trims.

The following trims suppliers are strongly recommended for their abilities to provide technical advice and support which will enable vendors to produce garments which will meet desired quality and performance standards.

### **Interlinings**

Freudenberg..... <https://www.freudenberg.com/markets/household-textiles/textile-industry/>  
PCC Asia..... [www.pccasia.com](http://www.pccasia.com)

### **Threads**

Coats..... <https://www.coats.com/>  
A & E..... [www.amefird.com](http://www.amefird.com)

### **Zippers**

YKK zippers must be used on all woven bottoms and coats (unless approved otherwise)

YKK..... <http://www.ykk.com/>  
YBS..... <http://www.ybszipper.com/>

### **Brand Labels, Care Labels**

Appleseed's Group brand labels nominated supplier is:

Label Masters..... [www.labelmasters.com](http://www.labelmasters.com)  
LM-Anly [sz\\_develop1@labelmasters.com](mailto:sz_develop1@labelmasters.com)  
LM-Rebecca [sz\\_develop3@labelmasters.com](mailto:sz_develop3@labelmasters.com)

#### 4.03 (g) Bulk Fabrics

A Dye lot represents one specific quantity of fabric or yarn, which fits into one dye cycle.

A Shade band represents a group of dye lots, which are deemed to be close enough in color to be grouped together for production, shipping and selling purposes

#### **Bulk Fabric Approval Submits:**

- A [Bluestem Development Forms Bulk Approval](#) must be completed for all submissions.
- All submittals must be clearly labeled with the style number, assigned fabric number, group name or item description, sample purpose, color name (if applicable) and submit date
- The length of bulk fabrics must be submitted as a minimum of ½ yard, selvedge to selvedge and must show full repeat if it has a pattern for each color.
- Bulk submittals will be approved for aesthetics (color, pattern, texture) and quality (weight, hand feel)
- Colors must match the approved lab-dip using light source D65 daylight
- If the bulk dye-lots are not a close match, they should be rejected by the vendor and NOT submitted for approvals
- Must preview and provide comments on the color and quality submission and include options for approval or rejection comment.
- Bulk fabrics are to be cut off the leading roll of each fabric production order and must be approved prior to starting garment production. (At least once a season)
- Bulk fabric submittal must include 3 separate punches from different areas of the fabric (right selvedge, middle, left selvedge) and each punch labeled with weight. Approval will be based on average weight and must weigh within +/-5% to the contract weight.
- Vendors must group matching dye lots together into shade bands and submit these shade bands for approval. The number of yards for each dye lot must be listed as well.
- No production can start without bulk approval

#### Shade Band Approval Submits:

- The approved wash standard is the target color for shade band approval
- Once bulk fabric is completed for a garment wash item, a washed garment (for denim items) or leg panels (for non-denim items) should be submitted, representing the light, target and dark color of the shade band; for denim items all requested physical treatments should also be represented on the submission.
- Shade bands are to be approved 1 week prior to cutting

#### 4.03 (h) Bulk Trims

##### Bulk Trim Approval Submits:

- A [Bluestem Development Forms Bulk Approval](#) must be completed for all submissions.
- All submittals must be clearly labeled with the style number, assigned fabric number, group name or item description, sample purpose, color name and submit date.
- Must be submitted in the approved trim quality in the correct color
- Dyed-to-match (DTM) trims must be submitted after the bulk fabric has been approved. DTM trims will not be approved until then.
- DTM Trim submittals must include a small 2"X2" swatch of the approved bulk fabric, all colors for color matching
- Must preview and provide comments on the color submission and include options for approval or rejection comment.
- YKK zippers must be submitted with the actual YKK invoice

#### 4.03 (i) Apparel Labeling Requirements

Please refer to the [Bluestem Global Quality, Technical Design, and Testing Manual](#) for general placement

Vendors must comply with Threading Your Way Through the Labeling Requirements Under the Textile and Wool Acts, 2018. For a detailed explanation of FTC labeling requirements go to:

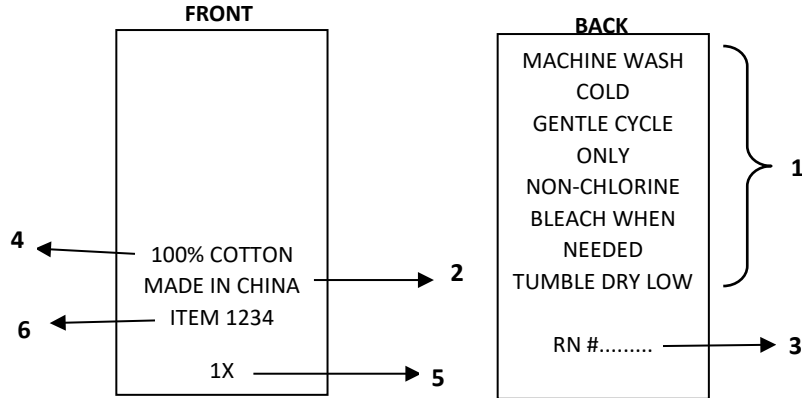
<http://www.business.ftc.gov/documents/bus21-threading-your-way-through-labeling-requirements-under-textile-and-wool-acts>

- All labels must be securely attached and free of loose threads.
- In general, no stitching used to attach labels should be visible on the outside of the garment.
- Attach all labels in a manner that eliminates raw edges on the label that may fray or unravel.
- Labels must be stitched with matching thread. Monofilament nylon thread is unacceptable.
- In 2-piece garments that are sold as a set, the logo label is required in the top only. The legal information (country of origin, care instructions, fiber content and RN Number) can also be in the top piece only provided that the care instructions are appropriate for both pieces and the fiber content is the same for both pieces.
- A size run of the care label must be submitted for each liner. This may be emailed for approval.
- Care and content labels are not approved until a passing fabric/garment test is completed verifying the information is true.

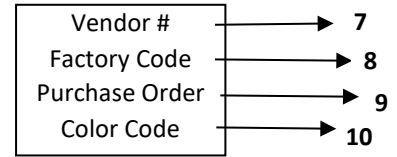
All products must have a:

- Main Label (Brand)
- Care Label (Legal)
- Size Label (Optional, in lieu of putting on care label)
- PO ID Label (Brand)

**Legal (Care) Label:**



**PO ID Label:**



Information	Required by:	Comments
1. Care Information	Federal Law	Must be permanently affixed to garment, and legible for the useful life of the garment
2. Country of Origin	Federal Law	Must be permanently affixed in the back neck (or in a visible location for garments with no neck)
3. RN Number*, Manufacturer's name, or registered trade name	Federal Law	Must be permanently affixed to a garment and in a visible location.
4. Fiber Content	Federal Law	Must be permanently affixed to garment and in a visible location.
5. Size	Bluestem Brands	Must be permanently affixed to garment.
6. Item Number	Bluestem Brands	Issued Item Number and be permanently affixed to garment.
7. Vendor Number	Bluestem Brands	Issued Vendor Number and be permanently affixed to garment.
8. Factory I.D. Number	Bluestem Brands, Import compliance	Approved Issued Factory Code and be permanently affixed to garment. – <b>not required but this is will be coming</b>
9. PO Number	Bluestem Brands	Purchase order number permanently affixed to garment.
10. Color Code	Bluestem Brands	Color Code noted on the purchase order, and to be permanently affixed to garment

\* If a private (logo) label owned by Bluestem Brands. is used, the appropriate RN Number must be used:

Brand	RN #	Brand	RN #	Brand	RN #	Brand	RN #
Appleseed's	76915	Blair	81700	Haband	84890	Drapers & Damon's	105378

**4.04 Documents Required to Ship**

- Email 1 copy of documents to <customs-shipping@bluestem.com>
- Beneficiary signed commercial invoice two (2) copies indicating:
  - a. complete name and address of the actual manufacturer of the goods
  - b. tariff classification, HTSUS number, category number (if applicable)
  - c. purchase order number

- d. detailed description of the merchandise
  - e. terms of sale,
  - f. port of entry to which the merchandise is destined
  - g. quantities (must be stated in whole numbers)
  - h. unit value, total value indicating currency (US\$) any discounts, all charges
  - i. total net weight, total gross weight
  - j. marks and numbers
  - k. Invoice must include the following statement: "we declare that the shipment contains no solid wood packing material"
  - l. Invoice must include weights and value breakdown for each tariff classification, HTSUS number
- Ocean Shipments: 2/3 set original multimodal clean on board marine bills of lading, consigned as agreed and marked freight collect.
  - Air Shipments: original clean airwaybill consigned as agreed. Air shipments are the responsibility of the beneficiary when shipments are shipped 16 days after the latest shipping date
  - Copy of document titled official document indicating the date of export from the country of origin when the country of origin differs from the country of export
  - Copy of packing list issued by the beneficiary
  - Copy of signed and stamped [Bluestem General Certificate of Conformity GCC](#)
  - Copy of [Bluestem Brands Wearing Apparel Detail WAD](#) or [Bluestem Brands Footwear Detail](#) dated prior to shipment evidencing that purchase order has been approved and ready for shipment
    - a. Vendor must include general statement that all goods have passed required regulatory and quality testing standards
  - Copy of carton listing report issued by the vendor indicating prepared according to Bluestem Brands specifications
  - Copy of Bluestem Brands country of origin verification
  - Beneficiary signed certificate stating: we hereby certify
    - a. that one of each style of actual production merchandise have been sent by courier to appropriate by Bluestem Brands global sourcing limited or Bluestem Brand's designated agent within 2 days prior to the on-board date
    - b. that all merchandise is free of U.S. patent-trademark and copyright infringements
    - c. that we have marked and labeled the merchandise according to U.S. Customs law and regulations. We further certify any labor cost, penalties by U.S. Customs and or packing costs incurred by Bluestem Brands due to lack of required marking, will be paid by us. Bluestem Brands should invoice us for these charges and we will pay upon receipt
    - d. that one copy of all documents has been emailed or couriered to the Bluestem Brands designated agent office within 10 days of the multimodal transport document for ocean shipments or within 2 days of air transport document date for air shipments
    - e. that one set of all original documents including 1/3 original bills of lading or copy of airway bill has been sent via courier service direct to Bluestem Brands nominated forwarder within 10 days of the multimodal transport document or within two days of the air transport document date. (note: not used for Bangladesh)

Third Party documents are not allowed

All orders shipped at the same time must be submitted under one set of documents

If an article is eligible for reduced or duty-free treatment under a trade preference program, additional documents will be required

Terms of sale per International Chamber of Commerce (ICC) Incoterms® 2010 rules unless otherwise stated.

#### 4.05 Documents for Payment

Once the signed Inspection Certificate (IC) is received from your offshore partner, within 10 days after the PO requested ship date, vendor attaches a full set of payment docs in e-SPS and updates the related calendar task. (If vendor is trained and have access to the system)

Please note: that each payment request must be made brand specific. Do not comingle invoices, documents across brands.

The following documents are required before payment will be reviewed for processing:

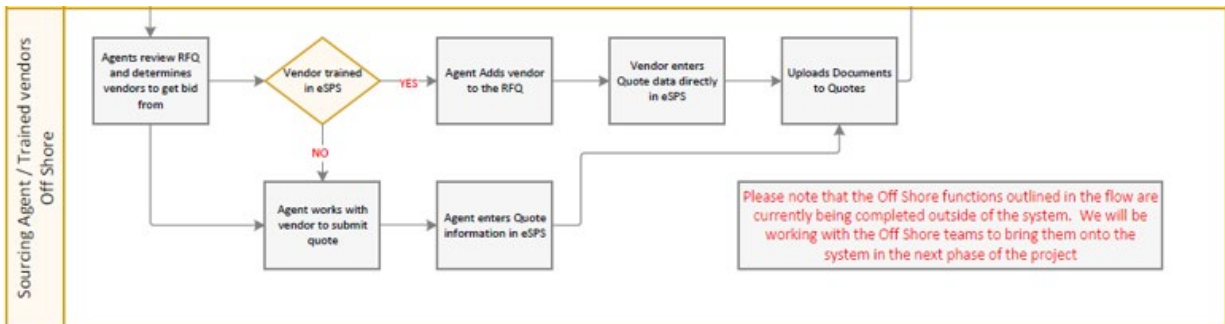
1. Invoice to include all bank details (bank name, bank address, swift account number, beneficiary)
2. Dated BoL/Awb
3. Packings lists
4. Complete [Bluestem Wire Transfer Form](#)

If a vendor is factored, when applicable:

1. include a copy of any chargebacks that have been received
2. deduct amount from the overall invoice and include the copy of the chargeback
3. deduct the admin fee (if applicable) from each purchase order

#### 4.06 RFQ (Request for Quote) Process

eSPS is utilized for the RFQ process with our direct shipment partners. Please refer to the [NGC\\_eSPS Bluestem Vendor Manual](#) for the process.



#### 4.07 Transportation & Shipping

Please refer to reference manual mentioned in section 5 below.

#### 4.08 Submission Process

Although the processes are the same, the roles and responsibilities are different in each brand headquarter. All submissions and communications need to be addressed to the appropriate brand personal and/or shipped to the appropriate brand locations. All submissions need to be clearly marked as noted above in this manual. See addresses below.

#### 4.09 System Requirements

4.09 (a) eSPS

Website: <http://esps.orchardbrands.com/esps/>

4.09 (b) ACM

All merchandise vendors are set-up, approved, maintained through ACM utilizing this link <https://bluestem.rollstream.com>

4.09 (c) PLM

Website: <http://esps.orchardbrands.com/esps/>



## 5 Fees & Penalties

### 5.01 Admin Fee

To offset expenses associated with import management, sample management, shipping, and processing, Orchard Portfolio assesses a 1% import administrative fee on all purchase orders.

See [Bluestem Brands Purchase Order Terms & Conditions](#)

### 5.02 Late Shipment Penalty (On-time Shipping Policy)

For the purposes of this document, “late” is determined from the P.O. Requested Ship Date/ETD Origin Date listed on the Purchase Order. It is the Vendor’s responsibility to ensure that the goods are available to ship by this date listed on the Purchase Order. Vessel rotation changes beyond the below prescribed timelines will not be considered. The penalty is 5% of the invoice value for each week (or portion thereof) the shipment is late.

For all specific penalty tiers and totals please reference this link:

[Bluestem Late Shipment Policy - Direct Imports](#)

### 5.03 Quality Claims (Vendor Chargebacks)

Because available space Eatonton Distribution Center (EDC) center is limited, shipments that fail inspection must be processed quickly. The vendor must assist in this process by providing all necessary return or outsourcing information (e.g. authorization numbers and addresses) immediately upon request.

When Orchard Brands and the vendor are unable to complete the audit of the questionable merchandise, Orchard Brand's Quality Assurance Team reserves the right to outsource the shipment to an independent facility. In such cases, the vendor will incur both a per unit charge and a shipping cost to transport the goods to and from the facility.

- Orchard Brands will conduct a 100% inspection if existing workload will allow.
- The vendor will incur the cost of the full inspection (minus 1st and 2nd samplings) at a rate of \$50 per hour.
- The vendor will be charged the unit cost, duty, and freight FOB costs related to the rejected garments as well as the \$50.00 per hour charge.
- Within a calendar year a minimum chargeback penalty of \$250 for the first infraction, \$500.00 for the second and \$750.00 for the third time that a problem is detected may be assessed for any offense that costs Orchard Portfolio more than five total man hours. This is in addition to the hourly rate of \$50.00. See policy section for details.
- Orchard Brands reserves the right to re-negotiate the cost of goods based on the type, severity, and frequency of any error that leads to a 100% inspection.
- Orchard Brands reserves the right to have the goods inspected at an independent facility. In these cases, the vendor will incur both a cost per unit charge and shipping cost to transport the goods to and from the facility.
- Orchard Brands reserves the right, per our PO terms and conditions, to reject a shipment outright for quality that does not meet our AQL standard for quality of craftsmanship and measurements.

For detailed process, refer to the [Bluestem Global Quality, Technical Design, and Testing Manual](#).

#### 5.04 Packaging Claims/Expense Offsets (Vendor Chargebacks)

If a Vendor is unsure of the requirements for shipping to the Bluestem distribution center, please refer to the vendor relations website <<http://orchardhomeservices.com/vendor-relations/>> for the full policy on Expense Offsets.

#### Manual References

The following are the link references to each of the manuals that are pertinent to the quality and sourcing departments

#### 5.05 Transportation & Shipping

<http://orchardhomeservices.com/vendor-relations/>

#### 5.06 Tech Design

[Bluestem Global Quality, Technical Design, and Testing Manual](#)

#### 5.07 Quality

[Bluestem Global Quality, Technical Design, and Testing Manual](#)

#### 5.08 Testing

[Bluestem Global Quality, Technical Design, and Testing Manual](#)

#### 5.09 Distribution Center (Packaging)

<http://orchardhomeservices.com/vendor-relations/>

#### 5.10 Vendor Compliance Guidelines

<http://orchardhomeservices.com/vendor-relations/>

## 6 Forms

This section provides the examples and links to the forms that have been referenced in this manual.

### 6.01 [Bluestem Vendor Screening Checklist](#)

- Antitrust
- Social Responsibility, Labor and Human Rights
  - Safe and Healthy Workplace
  - Forced Labor, Bonded Labor, Slavery or Human Trafficking
  - No Harassment or Abuse
  - No Discrimination
  - Reasonable Working Hours and Overtime
  - Fair Wages
  - Child Labor
- Conflicts of Interest
- Anti-Corruption
- Transshipments
- Environmental Laws
- Bio-Hazard Materials
- Trademark Protection
- Confidentiality
- Whistleblowers
- Reporting Violations of Law or Vendor Conduct Guidelines
- PO Terms and Conditions
- Vendor Profile
- Vendor Self Evaluation
- Minimum Production Record Retention Requirements
- Documents Require to Ship
- Compliance Checklist
- Vendor Manuals & Documents located at the link <http://orchardhomeservices.com/vendor-relations/>

**This Agreement shall remain in effect until it is terminated by either Party with thirty (30) days prior written notice.**

Please sign below and return this document. Your signed acknowledgment shall serve as our record that you have been notified of these policies and that the code of conduct is posted in a prominent place in all major workplaces, translated into the language(s) of the employees.

## 6.02 [Bluestem Factory Self Evaluation - Master Form](#)


FACTORY SELF-EVALUTATION					
Vendor Name: <input type="text"/>		Date: <input type="text"/>			
Factory Name: <input type="text"/>		Evaluated By: <input type="text"/>			
Provide certificates such as WRAP, BSCI, SA800, SEDEX, FLA, etc. received from importer or 3 <sup>rd</sup> party audit firm					
<b>1</b>		<b>Employment Ethics</b>			
		Legal minimum age: <input type="text"/>			
	1.1	Does the factory have a copy local laws showing minimum age for working in this area?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
	1.2	Does the factory have a written policy regarding the minimum age of workers hired?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
	1.3	Are age documentation records maintained in the factory?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
	1.4	Does the factory have a written policy against use of prison of forced labor?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
	1.5	Are workers free to leave the employment at their own freewill?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
	1.6	Does the factory have a written policy against use of corporal punishment?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>

## 6.03 [Bluestem Vendor Profile - Master Form](#)


VENDOR PROFILE			
<b>General Information</b>		DATE: Thursday, February 8, 2018	
Vendor Name			
Main Address			
City	Postal/Zip Code		
State/Province	Country		
Main Phone Number	Main Fax Number		
Date of Incorporation	Place of Incorporation		
M.I.D. Code	Number of Staff		
Last Year Sales Turnover (USD)	Payment Terms		
Previous Year Sales Turnover (USD)			
<b>Contact Information</b>			
1st Contact Person Name (English)	2nd Contact Person Name (English)		
Title	Title		
Phone Number	Phone Number		
Mobile Phone Number	Mobile Phone Number		
Fax Number	Fax Number		
Email	Email		
Own Factory <input type="checkbox"/> YES <input type="checkbox"/> NO	Vested Interest in Factory <input type="checkbox"/> YES <input type="checkbox"/> NO	Mail Order Experience <input type="checkbox"/> YES <input type="checkbox"/> NO	Product Development <input type="checkbox"/> YES <input type="checkbox"/> NO
Fabric Local <input type="checkbox"/> YES <input type="checkbox"/> NO	Verical Operation Set-up <input type="checkbox"/> YES <input type="checkbox"/> NO		
Ability to Hold Greige Fabric <input type="checkbox"/> YES <input type="checkbox"/> NO	@ <input type="checkbox"/> Mill <input type="checkbox"/> Factory		
Ability to Hold Dyed Fabric <input type="checkbox"/> YES <input type="checkbox"/> NO	@ <input type="checkbox"/> Mill <input type="checkbox"/> Factory		
<b>Export Market &amp; % of Shipments</b>			
<input type="checkbox"/> USA	<input type="checkbox"/> EUROPE	<input type="checkbox"/> GERMANY	<input type="checkbox"/> others
<input type="checkbox"/> CANADA	<input type="checkbox"/> U.K.	<input type="checkbox"/> JAPAN	<input type="checkbox"/>
<b>Current Customers (In the last 24 months) &amp; Total Business by %</b>			

6.04 Submission Forms


6.04 (a) [Quality Development Approval](#)

 <p><b>DEVELOPMENT</b> Submittal for Approval</p>	Quality	<input type="checkbox"/>	<input type="checkbox"/>	APP	<input type="checkbox"/>	DND
	Trim	<input type="checkbox"/>	<input type="checkbox"/>	BLAIR WMS	<input type="checkbox"/>	BLAIR MENS
	Strike-off	<input type="checkbox"/>	<input type="checkbox"/>	HAB WMS	<input type="checkbox"/>	HAB MENS
	Handloom	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	

6.04 (b) [Lab Dip Submission Approval](#)

 <p><b>LAB DIP</b> Submittal for Approval</p>	Quality	<input type="checkbox"/>	<input type="checkbox"/>	APP	<input type="checkbox"/>	DND
	Trim	<input type="checkbox"/>	<input type="checkbox"/>	BLAIR WMS	<input type="checkbox"/>	BLAIR MENS
	Lining	<input type="checkbox"/>	<input type="checkbox"/>	HAB WMS	<input type="checkbox"/>	HAB MENS
		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	

6.04 (c) [Bulk Submission Approval](#)

 <p><b>BULK</b> Submittal for Approval</p>	Quality	<input type="checkbox"/>	<input type="checkbox"/>	APP	<input type="checkbox"/>	DND
	Trim	<input type="checkbox"/>	<input type="checkbox"/>	BLAIR WMS	<input type="checkbox"/>	BLAIR MENS
	Lining	<input type="checkbox"/>	<input type="checkbox"/>	HAB WMS	<input type="checkbox"/>	HAB MENS
		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	

6.04 (d) [Bluestem Brands Footwear Detail](#)

**INTERNATIONAL FOOTWEAR ASSOCIATION  
FOOTWEAR RETAILERS OF AMERICA**

INTERIM FOOTWEAR INVOICE

**Instructions:** Complete Part A (questions 1 through 9) for all entries. The answers to questions 3 and 4 determine which of the remaining parts, B through E, must be completed. If the answers to questions 3 and 4 are rubber and/or plastics, complete Part B only. If the answer to questions 3 is textile material and the answer to question 4 is not other materials, only complete Part C. If the answer to questions 3 is leather and the answer to 4 is not other materials only complete Part D. If the answer to question 3 or 4 is other materials, only complete Part E.

A.

<p>1. Manufacturers' style number, if any: _____</p> <p>2. Importer's style and/or stock number, if any: _____</p> <p>3. Identify which of the following materials make up the greatest Portion of the external surface area of the upper (accessories, reinforcements, ornamentation, etc. excluded):</p> <p>a. leather _____</p> <p style="padding-left: 20px;">pig skin leather Yes _____</p> <p>b. rubber and/or plastics _____</p> <p>c. textile materials _____</p> <p>4. d. other materials (list material) _____</p>	<p>15. Does the footwear have a foxing or foxing – like band applied or molded at the sole and overlapping the upper? Yes _____ No _____</p> <p>16. If the answer to 15 is yes, is the foxing or foxing – like Band wholly or almost wholly of rubber or plastics? Yes _____ No _____</p> <p>17. Which of the following characteristics does the footwear possess? a. zoris _____</p> <p>b. made on a base or platform of wood _____ with an inner sole: _____</p> <p>c. made on a base or platform of cork _____</p>
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6.04 (e) [Bluestem Brands Wearing Apparel Detail WAD](#)

WEARING APPAREL DETAIL REPORT			
PO No.:		Factory Name	
PO Style Number:		Factory Address	
Season & Year:			
Earliest Ship Date:		Country of Origin:	
Vendor Name:		Buying Office / Agent:	
PART 1 - ANSWER QUESTIONS 1-7 BELOW FOR ALL GARMENT STYLES			

6.04 (f) [Bluestem Wire Transfer Form](#)



**Wire Transfer Request Form**

Brand	<input type="text" value="Select One"/>
Merch or Expense	<input type="text" value="Merch"/>
G/L Coding	<input type="text"/>
Requested By	<input type="text"/>

## 7 Glossary

**ACM** – Account Community Manager. This is the vendor management tool used to add, change and exit vendors into the Bluestem Vendor Matrix

**AP** – Accounts Payable

**AWB** – Airway Bill

**BoL** – Bill of Lading

**BGS** - Bluestem Global Sourcing – Represents the office in Hong Kong

**Buyer's agent** - They are a middleman that represent the interests of the buyer and charge a straight up commission for their services. They at the very least should provide services like finding the right vendors based on product needs, negotiating costs, overseeing quality and compliance checks. They can also provide product development support it all depends on the type of agent. They can also help finance vendors on behalf of the buyers like opening L/C in a country for OP business.

**Buying office (i.e. Bluestem Global Sourcing - BGS)** - They are a sourcing arm of the parent company and represent the interests of the company in sourcing products just like an agent except they are an extension of the company and their goals are completely aligned. There is no hidden agenda.

**CSO** – Chief Sourcing Officer

**Direct Import** - Product that is sourced on an FOB overseas basis. Bluestem is the importer of record and is responsible for all customs compliance, import freight and domestic freight. Vendor hands over responsibility at port of origin of merchandise. Typically, there is more visibility in the supply chain of direct sourced product, fewer middle men and better costs and hence markups. This model of sourcing is good for core, basic products. Also referred to as **Private Label**.

**Direct to Factory** - There are no middlemen involved in this transaction and business is placed directly with the vendor that manufactures our goods in a factory that they have financial stake in.

**Domestic** - Product that is sourced through market vendors (sometimes referred to as **Market**). Domestic vendors are the importer of record and their cost of sourcing is embedded in the cost of goods. This model of sourcing is good for niche categories. Typically, in this model vendors market intelligence, product development capabilities, and brands should be used.

**DTM** – dyed-to-match

**EDC** – Distribution center supporting Orchard Portfolio brands except Haband

**Factory** - A building or group of buildings where goods are manufactured or assembled chiefly by machine.

**GOT** – Global Oversight Team

**Offshore** - The teams/resources that are mainly in locations other than the United States

**Onshore** - The teams/resources located in the United States that support sourcing and quality operations for each of the brands

**PO** – Purchase Order, can be viewed and printed on e-SPS

**RFQ** – Request for Quotes

**SOP** – Standard Operating Procedure

**Supplier** - A party that supplies goods or services to our vendors

**Suppliers agent/Trading company** - We do not pay separate commission, and this is embedded in the cost of goods.

**Vendor** - Entity that can have either ownership or control over different factories. Is almost always taking control of the raw materials and finances. Sells its goods to Bluestem

**BGS** – Bluestem Global Sourcing – Represents the office in India



## 8 References

*Requirements for keeping CBP records and entry documents on file.* (2018, 03 12). Retrieved 08 10, 2018, from U.S. Customs and Border Protection:

[https://help.cbp.gov/app/answers/detail/a\\_id/588/~/requirements-for-keeping-cbp-records-and-entry-documents-o](https://help.cbp.gov/app/answers/detail/a_id/588/~/requirements-for-keeping-cbp-records-and-entry-documents-o)

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