The strength and longevity of our organization is only as good as our partnership with vendors. As a partner of Blair, you are held to the highest of expectations, though no higher than we have set for ourselves.

• **We expect quality products and services.** Quality entails functionality, packaging, timeliness and value. They must be consistent with our merchandise strategy and worthy of our guarantee.

• **We expect innovation.** Innovations in the way in which we share information, market our products and respond to the external business environment.

• **We expect pro-active communication.** We want to hear the good news and the bad news, as soon as you know, to enable well informed decision-making.

• **We expect commitment.** A long-term commitment to the continuous improvement of business processes and practices, and the evolving needs of our honored customers.

• **This is our commitment to our customers and we expect it to be yours.** We want to know what you need from us. We hope our vendors view us as a customer and will be honest and forthright concerning their needs from us.
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Dear Vendor:

As a supplier to Blair, you are a true partner with us in delivering high-quality, well-designed products that represent great value to our customers. Exceeding our customers’ high expectations is what has enabled our business to flourish, and it is critical to our future growth.

We service our customers via catalogs, retail stores and the internet. While this provides our customers with great flexibility in shopping, it also presents numerous challenges. Our products are advertised nationally in our catalogs. The production schedule of catalogs is such that we must commit to products six to eighteen months in advance. When a customer receives our catalog, they expect the products advertised in it to be available throughout all distribution channels. Therefore, it is imperative that you communicate realistic expectations regarding delivery of your product, up-front, in the negotiations. This will allow us to effectively and efficiently service our customer with your products.

To help ensure that we continue to raise the bar in surpassing our customers’ expectations, we have developed this Vendor Manual. We need you, as our partner, to view these specifications as goals that we must mutually meet and exceed to further expand our reputation for predictably delivering high-quality products.

It is imperative that the appropriate Quality Assurance and Shipping personnel in your organization have copies of this manual and become familiar with its guidelines. We have a chargeback policy also outlined in this manual for noncompliance, so please follow the guidelines carefully. Remember, it is not our goal to generate chargeback’s; rather, it is our focus to produce the best possible experience for our customers.

We have had tremendous success in developing the Blair business together. We have aggressive growth goals and look forward to achieving them side-by-side with you.

If you have any questions at all regarding any aspect of this manual, please be sure to ask the Drop Ship Coordinator. We want to make sure there is no ambiguity regarding these guidelines.
## Department Roles & Contacts

<table>
<thead>
<tr>
<th>Department</th>
<th>Location</th>
<th>Roles</th>
<th>Contact Information</th>
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</thead>
</table>
| **Drop Ship Operations / Vendor Compliance** | 220 Hickory St. Warren, PA 16366 | • First point of contact for vendor inquiries  
  • New vendor Set up & Training  
  • Direct to Consumer order process inquiry  
  • Compliance Expectations Inquires  
  • Product Quality Issues | Rose Monticue  
  Senior Drop Ship Assistant  
  814-728-8049  
  blair-dropship@bluestem.com  
  Direct Contact  
  Rose.Monticue@bluestem.com  
  ftp.johnnyappleseeds.info See next page for details |
| **Finance**                     | 30 Tozer Road Beverly, MA 01915 978-922-2040 | • First point of contact should be ap_invoices@bluestem.com  
  • Accounts Payable  
  • Invoices and payments | Joan Lozier  
  Cash Accounting Manager, Finance - Accounting  
  Joan.Lozier@bluestem.com  
  Allyson Hendrickson  
  AP Lead x2287  
  Allyson.Hendrickson@bluestem.com |
| **Customer Service Support**    | Warren, PA                | □ First point of contact should be blair-dropship@bluestem.com        | Blair Customer Service  
  800-458-6057  
  for immediate assistance during non-business hours |
Drop Ship Vendor Document Portal

Orchard Brands has set up an ftp document portal for a central repository for all documents specifically for Drop Ship vendors. The following documents will be available for download for all Drop Ship vendors:

Adobe Reader is required for the following documents:
1. Drop Ship Vendor Manual
2. Return/Exchange Form

Microsoft Word is required for the following documents:
3. Drop Ship Return/Credit Memo

These documents will be updated from time to time. When they are updated, there will be a message posted on the VendorNet home page as well as an email sent to the emails on file for each vendor.

URL: ftp.johnnyappleseeds.info

The site requires a user logon.
Username: asvendor
Password: Tablet0p$ (case sensitive)

All documents will be found in the "Vendor Downloads" folder. Drop Ship Vendors are restricted to view this folder only. The user will be logged out of the site after 5 minutes.
VendorNet User Guide

For information regarding Vendor Net order processing, please reference the Drop Ship User Guide located on the home screen when logged into VendorNet.

Drop Ship Order Processing – VendorNet Introduction

VendorNet Overview

All order processing, invoicing and inquiries are handled through VendorNet. We are confident you will find the VendorNet system user friendly and efficient!

There are two different vendor set ups with VendorNet: Browser based (Basic) will require someone from your organization to sign on to VendorNet to do daily order processing functions; and EDI- System to system (EDI or Secure FTP transmission) which is automated.

VendorNet takes advantage of Internet technology and allows you to receive orders from Blair electronically, from which the appropriate paperwork can be printed locally.

Through VendorNet, you will be able to update shipping information such as Ship Date, Package tracking Number and your Invoice Number via a web page – or update the web page with a shipping file from your own shipping or distribution systems. The shipment and invoice data is then sent back to us electronically for updating our customer service and accounting systems. This process streamlines the order flow process, allows our customers to receive their orders faster, and allows you to invoice faster, ultimately reduces the average time for payment from Blair.

VendorNet training on order processing, ship confirmation, invoicing and customer service will be provided. **You can receive order information in any format your processing requires.** For our partners who do not have sophisticated business systems, VendorNet’s basic browser based or Integrated Federal Express systems should more than meet your needs. With basic VendorNet processing you print packing slips directly from the site but create your own carrier shipping labels. Confirmation of shipping and invoicing are manually entered on VendorNet.

Processing using VendorNet Integrated Federal Express creates a combination shipping label and packing slip as you print new orders. You must know the date you will ship each package as the system automatically confirms each shipment based on that date. Invoicing is manual or via files.

**System to system, file transfer and EDI are several other options available.** Please let the Drop Ship Coordinator know which system works best for you. It is important your company is ready to process orders through VendorNet prior to the date you are scheduled to ship for Blair.

For basic browser based processing through VendorNet, you will simply need:

**PC with Internet access**

**Printer (laser printer preferred)**

**Minimum PC requirements include:**

- Pentium 150 or higher
- 16 MB memory
- Windows 98 or higher
- Internet Explorer 5.0 or higher
- E-mail Account
VendorNet Overview (cont.)

Email Notifications
You will receive email alerts advising when new orders are ready to process or the brand has order status or change requests. In addition, email alerts are sent when orders have not been printed or shipped in a timely manner.

The emails will come from blair-dropship@bluestem.com Please add this email address to your safe senders list to ensure timely delivery of the notifications.

Back Order Updates
Should an item have a shipping delay, you will enter a new estimated ship date on each order. This easy process on VendorNet allows you to enter dates on individual orders or all orders as a group.

Cost Changes
Should an item have a cost change, please provide a minimum of 30 day notification prior to the cost change going into effect. Send all cost changes to blair-dropship@bluestem.com.

Inventory updates
We do not currently have an inventory feed, thus require updates on a regular basis. We use an excel sheet for each vendors SKU’s. We may periodically send you an excel sheet with all active SKU’s and ask that you update the sheet and send it back to blair-dropship@bluestem.com. Such updates will include Vendor Style/UPC numbers, item descriptions, availability, etc. You may also request this sheet from us, as needed, for your own use or updates.

Commenting on PO’s
The drop ship team and the vendors can communicate about order status, order changes, etc. using VendorNet’s comment utility. When either party places a comment on an order, an email is sent to the opposite party notifying them that a comment has been placed and is awaiting their response. All orders flagged with comments are waiting in the Pending Resolution Review bucket.

Ship Confirmation and Invoicing
You will have the option to ship confirm and invoice separately or handle both at the same time. When you Ship Confirm an order, the tracking number used for each shipment is entered on the order. This can be done manually, via a file upload or directly from your processing system. For manual entry of tracking numbers, the first 6-8 digits can be preset for you, as these are always the same for each shipment.

Invoicing can be handled several ways through VendorNet. Again, system to system or file uploads are available or, you can manually enter your own invoice. VendorNet can sequentially assign an invoice number for you or your own invoice number can be entered to complete the invoicing process.

Customer Service
All customer service is handled through VendorNet including estimated ship date changes, cancelations, shipping and invoicing, item inquiries, etc.

Reporting
VendorNet provides robust reporting capabilities. Examples are: Overdue orders, Invoiced orders, Shipped orders, Performance Views.
VendorNet Daily Checklist

☐ Print New Orders.

☐ Confirm Shipments

☐ Process Invoices

☐ Review, Resolve & Release, "Pending Resolution" bucket.  
Customer information changes, Estimated Ship Date changes, Cancelled orders, emails, comments and inventory updates, etc.

☐ Review and Process all order maintenance issues.

☐ Review any messages on Home Page.

☐ Review “Quick Reports”

☐ Run “Custom Reports”
Order Fulfillment

Quality Standards
Product delivered to our customer must meet the following quality standards.

Packaging
a) All small parts and hardware must be included, packaged and secured so as not to shift in transit
b) Product must be packaged sufficiently to prevent damage during shipping
c) Complete instructions clearly written in English
d) No pricing on package, product or packing slip

No outside materials or inserts of any kind without written permission by Blair Management.

Function
a) All parts in working order
b) Performance, durability and reliability must meet expectations
c) Product must meet all applicable safety standards.

Specifications
a) Must meet agreed upon specifications
b) Accurate measurements and dimensions
c) Country of origin (when applicable) clearly marked
d) Care instructions included

Labeling
a) No handwritten information on labels
b) Sticky labels must not deface product when removed
c) No upside-down, faded or crooked labels
d) Product must include all labels required by law (caution, precaution or warning labels, etc.)

Construction
a) No holes, rips, tears or dents
b) Glass must be free of chips, mars and cracks
c) No defective stitching
d) No unsecured hardware (grommets, rivets, magnets etc.)
e) No improper welding
f) All parts and components must fit together
g) Mechanics of product operate smoothly

Appearance
a) Same color match on pieced products (unless noted)
b) Stains/Finish clean and consistent
c) No oil spots, cracked corners, paint chipping or scratches etc.
d) No objectionable odors
e) Glue applications clean
f) Must be free of dents, cracks, holes, rips, tears and dirt
g) Glass must be free of chips, mars and cracks
e) No splinters
Shipping Requirements for Blair Drop Ship orders:

1. Orders are to be shipped via the ship method indicated on the Drop Ship PO.
2. Orders must be shipped within 3-5 business days of receipt of the order.

Please note that all drop ship orders are expected to be shipped via Ground Service. Orders are to be expedited only under the direction of the Blair Drop Ship Coordinator.

Forecast
Our inventory planners are responsible for providing your company with the initial and updated forecasts for any of your items featured in one of our catalogs. These forecasts should be considered estimates and not a commitment to purchase. The agreement included with this forecast must be signed and returned by email within 2 business days.

It is our expectation that each forecasted unit be available to ship within the agreed upon lead-time. Products must be available to ship at the time of our catalog in home date and throughout the forecasted life of our catalog.

Shipping Delay Guidelines
In an effort to provide our customers with the most accurate shipping information, we require that any delay in shipping must be communicated via VendorNet. Orders that have not shipped within the lead-time established may be subject to a chargeback. It is vital we are notified of any situations or delays so that any information can be communicated to our customers.

1. **Standard delivery (Non-expedited) Orders** – Must ship within 3-5 business days of receipt of order or by the lead-time that has been established. Please be sure to update the Estimated Ship Date (ESD) in VendorNet daily for the orders you have received. That action in turns sends a notification email to us, so we can communicate that information to our support staff.

2. **Expedited Orders** – Must be shipped within 2 days – If the order cannot be shipped within 2 days, you must notify us immediately by updating the ESD in VendorNet, that action in turn sends a notification email to us.

Backorder Notification
Communication on back orders and delays enables us to be proactive in updating our customers, thus easing the negative impact and expenses on our business.

Sold Out/Discontinued Notification
It is the vendor’s obligation to inform the Drop Ship Coordinator when a product is sold out or discontinued so it can be removed from the internet and future catalogs.
Preferred Carrier/Third Party Billing

1. UPS is our Drop Ship carrier. Please use www.ups.com

2. Please Note:
   *Unless other arrangements (UPS 3rd Party, USPS-prepay, etc...) have been agreed to by both parties...All shipments to our Drop Ship customers should be sent via UPS 3rd Party.*

3. Shipments:  
   *Items under 300 lbs. and 130" (length & girth)*
   a. Must ship UPS GROUND – Third Party Billing
   b. For Residential Deliveries - Please use **UPS Home Delivery**
   c. **3rd Party UPS Account**
      3rd Party Billing Accounts are to be used exclusively for Appleseed’s Brands and will be given to you after the vendor manual have been signed and returned to us.
   d. While on UPS.com/us, you would login using your company’s own UPS shipper account number for pickup and routing purposes when drop shipping to our customers. If you don’t have an existing UPS login account, you will need to create one with your company’s information. If you need to setup an account go to ups.com or call UPS Customer Service @ **1-800-742-5877**
   e. Select the service in the Bill To Section; then select bill recipient or 3rd party for our customer drop shipments.
   f. UPS Ground and Express will not accept APO and FPO Locations and/or PO Boxes. The Ship to address must be a physical address. Please contact your Drop Ship Supervisor with any questions blair-dropship@bluestem.com.

4. Our customer's PURCHASE ORDER number is required to be entered on the reference line when using our UPS 3rd party account numbers with NO dashes. **NO EXCEPTIONS.** This will assist in reconciling the billing statement received from UPS. Please do not include any other information on this reference line.

Failure to comply with the above instructions may result in a chargeback of any differential cost incurred by Appleseed’s Brands plus a $100 handling charge.
Please call, fax or e-mail order number and your shipping zip code if you require assistance with routing.
See page 2 for company specific traffic contact information.

Tracking of Shipment & Delivery Notification

Notifications for Shipping & Delivery confirmations as well as any Exceptions (refusals, damages etc.) should be sent to the email address that will be provided to your organization by the Drop Ship Supervisor assigned to your account.

   a. With UPS this can be done through Insight

If you are unfamiliar with the process please check with your UPS representative.

Confirmation of Shipments

For Basic Browser or System to System vendors. Ship Confirmation is entered via VendorNet and requires inclusion of the tracking numbers for ALL shipments pertaining to the order. Tracking numbers can be entered manually or by file upload.
Please note, by FTC regulations we cannot bill our customer until the order has been shipped. For this reason, it is required that all orders must be Ship Confirmed in VendorNet within 24 – 48 hours of shipping.

Failure to comply with the above may result in a charge back. (See page 19 for details)
**Billable Weight**

Based on the carton dimensions and shipping weights provided by your company, our divisions have determined the appropriate retail cost and shipping charges to ensure profitability.

Your company is responsible for the accuracy of these measurements and the resulting billable weight for freight expenses.

Failure to comply or provide accurate information will result in a chargeback for any additional freight expenses incurred by any of our divisions. We also reserve the right of partial or complete cancellation of pending Drop Ship (DS) orders.

**Packing Slips & Inserts**

1. Packing slips are generated by VendorNet for vendors and must be in all packages for our Drop Ship Orders.

2. EDI Vendors - If using your system generated packing list you are required to enclose the RETURNS/EXCHANGE FORM that has been supplied to your company.
   a. ALL DROP SHIP ORDERS where your system generated packing list was used MUST have the RETURNS/EXCHANGE FORM enclosed. No Exceptions.

3. No outside materials or packing inserts are allowed unless you have been given written permission from Blair Corporate Office.

**Processing of Orders**

Review the Customer Packing Slip carefully noting the following:

- Ship method
- Quantity of each item ordered
- Specific Ship-On date

For each Customer Purchase Order:

- Enclose the Packing Slip with the shipment
- Ship following the instructions on the Customer Purchase Order

*If you do not include the Packing Slip printed from VendorNet, please enclose our Return & Exchange form with each shipment. The Return & Exchange form (PDF - Adobe Acrobat reader is required) can be found on our document portal. Please see Page 6 for information on how to access the site.*
Customer Service
All of our customer service issues are handled through VendorNet. Our Drop Ship Department will facilitate all correspondence with our customers.

**OUR GOAL:** To have all inquiries handled within 1 business day.

Inquiries and Changes
There are several different types of inquiries, including but not limited to: Order Status, Shipping Information or Cancel Requests, RA or Damage notification.

Product information requests will be emailed to the contact you have provided should we need to obtain additional information about a product.

Our customers are accustomed to a quick response or resolution to their questions or concerns, therefore, we require all inquiries to be handled and replied to on VendorNet within 1 business day.

Failure to comply with the above may result in a charge back. (See page 19 for details)

In order to maintain the standards our customers are accustomed to, please provide our Drop Ship department with primary & secondary contacts responsible for responding to our inquiries and change requests.

Cancellation Request
When we request a cancellation the comment on VendorNet will read as follows:

```
Cancel order in your system (or) Cancel item #12345 in your system and the Drop Ship Coordinator will cancel the order on VendorNet.
```

1. If the order has not been shipped and can be canceled:
   a. Cancel the order in your system.
   b. Enter comments on the order confirming the item/order can be canceled on VendorNet and the Drop Ship Coordinator will cancel the order on VendorNet

2. If the order cannot be canceled due to prior shipment:

   You must Ship Confirm the order in VendorNet and reply to the cancellation request with the following information:
   a. Date the order shipped
   b. Shipped Method used
   c. Tracking Number

Note: All shipments must be Ship Confirmed within the guidelines specified or a chargeback will be assessed.
Customer Inquiry Process

Once an inquiry has been received by our Customer Service team, the information will be entered into VendorNet as a comment. You will receive an email indicating there is a comment on VendorNet for you to review. In the event the inquiry is in reference to product information, an email will be sent.

Your response should be added as a comment to the order on VendorNet within 1 business day of receipt of the inquiry or change.

If the inquiry should require additional research, please reply with that information. Be as specific as possible. We will then communicate that with our customer. Again, we require a response within 1 business day. Once you have answered the inquiry, be sure to release the order from the “Supplier Review Bucket”.

Please Note: If we do not hear from you within 1 business day, a 2nd notice will be sent.

We understand that questions or concerns could arise from one of our inquiries and cannot be handled through the normal VendorNet comments. Please contact your Drop Ship Coordinator or any member of our team.

Under No circumstances are costs to be discussed on VendorNet. Should you have any concerns regarding costs, please contact the Drop Ship Coordinator.

Part Request

When the customer receives an item with a missing part, broken part or missing hardware, a replacement part will be requested through VendorNet.

Parts requests must ship within 1 business day and are to arrive within 3 business days. Shipment is to be made at your expense. Acknowledge shipment on VendorNet including the ship date and tracking number.

Customer Returns

Handling Customer Returns to Your Warehouse

There will be rare instances when merchandise will be returned to your warehouse by our customers. These instances include:

• The customer refuses the merchandise.
• The merchandise is damaged by the courier and returned to the supplier.
• Incorrect mailing address or undeliverable.

When these returns occur, the following procedures will apply.

• Please enter comments for the order in VendorNet
• Please fill in the Drop Ship Supplier Return Form o Complete & email form ASAP to blair-dropship@bluestem.com
• Please credit our account for the returned merchandise
• Do not attempt to re-ship the merchandise under any circumstances unless directed to do so by the drop ship team.
• Please complete the above steps within three days of receiving any such returns.
Shipment not Received
Many times customers will contact us and state they have not received their order. We will then place a comment on VendorNet asking you to trace the order.

If you have tracked the shipment and one of the following has occurred:

Carrier shows proof of delivery:
1. Email the document to your Drop Ship Associate (blair-dropship@bluestem.com)

Shipment has been lost:
1. Email a copy of the documentation (blair-dropship@bluestem.com)
2. File a claim with the appropriate carrier UPS or Fed-Ex.
3. Issue a credit memo to our Drop Ship Department via email (blair-dropship@bluestem.com)
4. We will contact the customer and issue a replacement order if required.

Damaged in Transit
We require your company to issue a damage claim with the carrier and have the item picked up.

Our customers have been advised they need to retain the box and damaged goods for up to 10 business days. You may choose to authorize us to advise our customer they may “Dispose” of the merchandise.

In any event, you must issue a Credit Memo to the Drop Ship Department via email.

Credits for Lost or Damaged shipments must include the following:

1. Cost of goods.
2. Drop Ship Fee – If Charged on Original Shipment
3. Packaging Fee – If Charged on Original Shipment.
4. Cost of Freight Charges

Return Authorization

Damaged and Defective Customer Returns
1. We are requesting that the vendor provide us with a standing return authorization (RA) number so we can return merchandise as received from our customers. Example: RA - DMGDEF – 2012. This can be renewed on a yearly basis.

2. If you do not provide a standing RA number, we require you to issue one within seven (7) business days of our request. Failure to respond within the time stated above will result in our deducting the cost of inventory from future payments and the disposal of merchandise as we see fit.

3. If our customer requires a discount due to the damage or defective product, the discount will be passed back to the vendor.

Accommodation Returns
Returns that are received back at our warehouse are inspected. If the product is found to be 1st quality and can be stocked for future sales, we will place the item into our inventory for a period of time (up to 3 months).

If no sales are generated for the item within a 3 month period, we will request a call tag for the merchandise. This is to be completed within the seven (7) business days. You can opt to provide us with a standing RA number for accommodation returns as well. Example: ACC - RA – 2012. This can be renewed on a yearly basis.
Accounting

Invoices

• Invoices for shipped orders are to be invoiced on VendorNet. Do not mail invoicing.
• Invoice number must be a maximum of 9 characters long.
• Each purchase order must be invoiced separately.
• Invoices require shipment confirmation for payment.

Credit Memos

Written Credit Memos are required to resolve all claim issues. Please email Credits to our Drop Ship Department
(blair-dropship@bluestem.com) The following information must be included on all Credit Memos:

• Your Original Invoice Number.
• Customer Purchase Order
• Customer Name and Zip Code
• Item Number and description of product shipped, including size and color if applicable.
• Amount of Credit
• Reason for Credit

If we do not receive your Credit Memo within 5 business days, a Claim Memorandum will be completed and emailed to you. The amount shown will be deducted from your next payment.

Additional note: Credit memos issued for Merchandise returned directly to your warehouse.
1. Please enter comments on the order in VendorNet that the merchandise was received back at your warehouse and the reason for the return as indicated by the customer.
2. Indicate on the Credit Memo the action you are taking. For example: Credit Memo # has been issued for the return of Order # 123456 or Holding order for your reply. Be sure to include the above requirements on all Credit Memos.

Where to send Credits

Credits that have been issued for any reason must be emailed in PDF format directly to our Drop Ship Department.

Email: blair-dropship@bluestem.com

Drop Ship Vendor Returns/Credit Memo

This form is used to list customer orders that were returned directly to the vendor. This form will be used to update the customer's account. It will also serve as a credit memo for the invoice number listed below. This document can be found on the Vendor Relations Website (Blair Credit Memo)
Credit issued to: 
Date Returned: 

Your Company Name: 

Your Invoice Number: 

Customer Name: 

Customer Address: 

Customer City:  
State:  
Zip:  

Drop Ship PO Number: 

<table>
<thead>
<tr>
<th>Product Number</th>
<th>Quantity Returned</th>
<th>Per Unit Cost</th>
<th>Total Cost</th>
<th>Less Restock Fee</th>
<th>Freight Amount</th>
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Total Credit Amount

Reason for Credit

Please return via Fax to 978-922-7001

Blair / a Division of Bluestem Brands, Inc.  
Attention: Drop Ship Supervisor  
35 Village Road 4th Floor  
Middleton, MA 01949

For Internal Use Only:
Customer Returns

Handling Customer Returns to Your Warehouse
There will be rare instances when merchandise will be returned to your warehouse by our customers. These instances include:

- The customer refuses the merchandise.
- The merchandise is damaged by UPS and returned to the supplier.
- Incorrect mailing address or undeliverable.

When these returns occur, the following procedures will apply:

- Please enter comments for the order in VendorNet
- Please fill in the “Drop Ship Supplier Return Form” and email to blair-dropship@bluestem.com
- Please credit our account for the returned merchandise.
- Do not attempt to re-ship the merchandise under any circumstances unless directed to do so by the drop ship team.
- Please complete the above steps within three days of receiving any such returns.

Vendor Chargebacks

For all Drop Ship Orders: A chargeback may be issued for any of the following noncompliance:

VendorNet: Supplier Review Buckets:
The Supplier Review Bucket within VendorNet must be checked daily. A response is required within 1 business day detailing the action to be taken. Failure to do so may result in a chargeback.

Invoicing after Shipping:
1. All drop ship orders should be shipped complete unless otherwise determined.
2. All orders are to be shipped and invoiced within 48 hours of the actual ship date.
3. A copy of the order must be included in the shipment or used as a packing list.
4. Ship dates provided and entered must be accurate. Entering an invalid ship date may be subject to a chargeback if the occurrences are found to be repetitive.
5. No outside promotional materials or any kind may be offered to our customers without prior written authorization.
6. All reshipper box dimensions and weight must be accurate as communicated at product development. Any changes must be communicated to Blair.

Estimated Ship Dates or Backorder Situations
Estimated ship dates must be updated via VendorNet, which will notify us of the change. Failure to ship on time may result in a chargeback. Example: Customer cancels due to delay or late delivery.

All inquiries, changes, & comments in VendorNet, along with any notifications from the drop ship team at blair-dropship@bluestem.com should be answered within 1 business day of receipt.

Failure to comply with the above instances but not limited to, is subject to a chargeback of $50 per instance.
Examples

VendorNet screen shots
VendorNet is optimized to be used with Microsoft Internet Explorer 5.0 and higher. A complete training document is available on the Drop Ship Vendor Document Portal. [ftp.johnnyappleseeds.info](ftp.johnnyappleseeds.info). See Drop Ship Vendor Document Portal for complete details.

Login Page
Test Site: [http://vendornet.orchardbrands.com:8080](http://vendornet.orchardbrands.com:8080)

Live Site: [http://vendornet.orchardbrands.com](http://vendornet.orchardbrands.com)

User name & Password will be provided to you and your staff.

For any assistance with VendorNet name and passwords, please contact [blair-dropship@bluestem.com](mailto:blair-dropship@bluestem.com).
Home Page
Supplier Review Bucket

When Blair has an order status/change requests, you will receive an e-mail alerting you there are orders in your Supplier Review which need review and response. The e-mail will contain a hyperlink to the VendorNet web site and direct you to the Supplier Review bucket to review the orders.

Click on “At Supplier Review” on the left hand navigation bar and the system will display the number of orders that are in that bucket. Click on “Review Orders” at the top of the screen to review the details of the first order in the bucket.

The order details and order comments will display on your screen for your review. To view a different order in the screen you can simply click on “Next Order” at the top of the screen or enter the specific Order # in the Order Services box. To respond and release the order from this status, click on “Add Comment” at the top right corner of your screen and provide a reply to the issue. After you hit “Save Comment”, click on “Next Order” to view the next order or click “Release Order” to remove that order from your Supplier Review bucket as shown below.
Review Comments
The order will stay in “Comment Review” until you click the release order button located in the center of the screen on the right hand side just above the customer name. Once the order is released you will be able to print the Packing Slip
**Estimated Ship Dates**

Change shipping dates on any delayed PO’s. Search by item number to change all PO’s associated with that item. See the User Guide on the home page for full instructions.
Packing Slip Sample

The Packing slip will be displayed to you on the screen in a new pop-up window. Please have Pop-ups enabled.

To ensure that the packing slip prints correctly, please remove the Header and Footer setting from the Internet Explorer setup.

1. From the Internet Explorer menu bar click on File Set Up. The following screen will be displayed.
2. Clear the text in the Header and Footer fields.
3. Click OK.

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BLAIR
Easy style. Honest value.

Customer Service: 800-821-6744
www.blair.com

Packing Slip
Print Date: 5/10/2013
Page 1 of 1

Sold To: Test A. Customer
To: 30 Tozer Road
Beverly, MA 01919
Phone: 978-922-2040

Ship To: Test A. Customer
30 Tozer Road
Beverly, MA 01919
Phone: 978-922-2040

<table>
<thead>
<tr>
<th>Qty</th>
<th>Item #</th>
<th>Model #</th>
<th>Description</th>
<th>Return</th>
<th>Reason Code</th>
<th>Exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A0A088 001</td>
<td>10 M FAITH 001 10 M</td>
<td>ECO LUXURY MONOGRAM SOAP TRIO</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total satisfaction, guaranteed. We’re only happy when you are. If for any reason you’re not 100% satisfied with your purchase you may return it within 90 days for an exchange or refund.

For additional returns information, including items with extended guarantees, please visit guarantee.orchardbrands.com.

To Exchange or Return a Purchase

- For Perishable, Defective or Damaged merchandise – Please contact customer service for further instructions.
- Retain the Order Summary for your records.
Return/Exchange Form

This form can be downloaded from the document portal @ ftp.johnnyappleseeds.info

---

Thank you for shopping @ Blair

Total satisfaction guaranteed. We’re only happy when you are. If for any reason you’re not 100% satisfied with your purchase you may return it within 60 days for an exchange or refund.

For additional returns information, including items with extended guarantees, please visit guarantees.com.harpercorps.com.

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<table>
<thead>
<tr>
<th>To Exchange or Return a Purchase</th>
</tr>
</thead>
<tbody>
<tr>
<td>• For Perishables, Defective or Damaged merchandise – Please contact customer service for further instructions.</td>
</tr>
<tr>
<td>• Retain a copy of the Order Summary for your records.</td>
</tr>
<tr>
<td>• Circle the item(s) you are exchanging or returning and enter the quantity.</td>
</tr>
<tr>
<td>• Enter the most appropriate reason code (from below) for each item in the REASON CODE column</td>
</tr>
<tr>
<td>• Indicate exchange or refund by checking the appropriate box.</td>
</tr>
<tr>
<td>• Use the EXCHANGE section to order replacement items or to order additional merchandise.</td>
</tr>
<tr>
<td>• Place this completed Return/Exchange form in the package with the merchandise (in the original item packaging) that you are returning.</td>
</tr>
<tr>
<td>• Affix the Customer Returns label provided then insure the package for the full value of the merchandise and ship with the carrier of your choice.</td>
</tr>
<tr>
<td>Allow 1 to 2 billing cycles for credits to process on your credit card.</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Item</th>
<th>Reason Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>104L</td>
<td>Large overall</td>
</tr>
<tr>
<td>304S</td>
<td>Small overall</td>
</tr>
<tr>
<td>400R</td>
<td>Refund Item Return</td>
</tr>
<tr>
<td>405P</td>
<td>Damaged in Shipping</td>
</tr>
<tr>
<td>409T</td>
<td>Poor Packaging</td>
</tr>
<tr>
<td>410L</td>
<td>Item Missing Component Part</td>
</tr>
<tr>
<td>412D</td>
<td>Duplicate Shipment</td>
</tr>
<tr>
<td>413P</td>
<td>Damaged in Shipping</td>
</tr>
<tr>
<td>420C</td>
<td>Damaged in Shipping</td>
</tr>
<tr>
<td>421S</td>
<td>Damaged in Shipping</td>
</tr>
<tr>
<td>422D</td>
<td>Damaged in Shipping</td>
</tr>
<tr>
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</tr>
<tr>
<td>424L</td>
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<tr>
<td>425P</td>
<td>Damaged in Shipping</td>
</tr>
<tr>
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<tr>
<td>427D</td>
<td>Damaged in Shipping</td>
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<tr>
<td>428L</td>
<td>Damaged in Shipping</td>
</tr>
<tr>
<td>429P</td>
<td>Damaged in Shipping</td>
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</tbody>
</table>

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Name: ____________________________

Address:  ___________________________________________________________

City: ___________________ State: ___________ Zip: __________

Daytime Phone: _____________________

---

I am returning:

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>COLOR</th>
<th>SIZE</th>
<th>QTY</th>
<th>DESCRIPTION</th>
</tr>
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<tbody>
<tr>
<td>1</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please Exchange For:

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>COLOR</th>
<th>SIZE</th>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>PRICE EACH</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

Payment method if payment is due:  

☐ Check  ☐ Visa  ☐ MasterCard  ☐ Discover  ☐ American Express

Credit Card Number: ___________________________  Exp. Date: _____________

Signature: __________________________________________

---

FROM:  ____________________________________________

State: __________________ Zip: __________

TO: Blair – Customer Returns

100 Murray Drive

Warren, PA 16368

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Please check if:

☐ Exchange

---

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Terms & Condition

The Vendor and Blair, ("Buyer") agree to be bound by all the terms and conditions contained or incorporated in this Order, including the following:

This Purchase Order Agreement shall be governed by laws of the State of Massachusetts. It constitutes the entire Agreement between Buyer and Seller.

1. Acceptance. The Vendor's commencement or promises of shipment of goods constitute Vendor's agreement to sell and deliver the Merchandise in accordance with the agreed terms and conditions.

2. No Additional Terms. No terms or conditions appearing in any confirmation of this Order, in any invoice for the Merchandise or in any other communication from the Vendor to Buyer which in any way purport to modify or amend the terms and conditions set forth. For any modification or amendment of the terms and conditions of this Order to be valid, it must be in writing and signed by Buyer.

3. Representations and Warranties. Vendor represents and warrants to Buyer, in addition to all warranties implied by law, that each item of Merchandise, together with all related packaging, labeling and other materials furnished by Vendor, shall:
   (a) be free from defects in design, workmanship or materials including, without limitation, such defects as could create a hazard to life or property;
   (b) conform in all respects with all applicable federal, state and local laws, orders and regulations, including but not limited to those regarding occupational safety and health;
   (c) not infringe or encroach upon Buyer's or any third party's personal, contractual or proprietary rights, including patents, trademarks, copyrights, rights of privacy, trade secrets or security interests; and
   (d) Conform to all of Buyer's specifications and to all articles shown to Buyer as Merchandise samples.

4. Vendor's Indemnification of Buyer. Vendor shall reimburse, indemnify, hold harmless and defend Buyer against all damages, losses, expenses, claims, liabilities and penalties arising out of any use, possession, consumption or sale of the Merchandise and related packaging, labeling and other materials furnished by Vendor, and from any failure by Vendor to comply with any terms and conditions of this Order, including (but not limited to) claims of infringement of patents, copyrights, trademarks, unfair competition, bodily injury, property or other damage, and including (but not limited to) expenses reasonably incurred by Buyer in the form of attorney fees on account of such claims.

5. Shipment. Time is of the essence to this Order, and Vendor's failure to ship the Merchandise by the dates specified shall constitute a material breach of this order.

6. Private Label Merchandise. All Merchandise designs, patents, trademarks, copyrights and trade names which are supplied by Buyer to Vendor in connection with Buyer's private label Merchandise shall be and remain the exclusive property of Buyer and shall be used by Vendor only for Buyer.

7. Buyer's Remedies. If any Merchandise or related packaging, labeling or other materials furnished by Vendor are defective, unsuitable, do not conform to all terms and all warranties implied by law, or are not shipped by the date or in the manner specified, Buyer shall be entitled to all remedies allowed by law, including:
   (a) incidental damages in the amount of freight, handling, storage and inspection charges incurred in connection with such Merchandise, any commercially reasonable charges, expenses or commissions in connection with effecting cover and any other reasonable expense incident to Vendor's breach;
   (b) consequential damages in the amount of any loss resulting from general or particular requirements and needs of Buyer of which Vendor has reason to know and which cannot be reasonably prevented;
   (c) the right to return such Merchandise to Vendor for full credit or refund of the purchase price;
   (d) the right to repair the Merchandise and charge Vendor such expense; and
   (e) The right to cancel, terminate and/or rescind all or part of this Order. Buyer may also cancel, terminate and/or rescind all or part of this Order in the event Vendor becomes insolvent; a
bankruptcy case (other than an adversary proceeding) is commenced by or against Vendor under any chapter of the federal Bankruptcy Code or Vendor ceases its operations.

8. **Deductions and Set Offs.** Sums payable to the Vendor for the Merchandise shall be subject to all claims or defenses of Buyer, whether arising from the Order or from any other transaction or occurrence between the parties, and Buyer may set off and deduct against any such sums any indebtedness of Vendor to Buyer. Buyer shall notify Vendor in writing of any debits taken by Buyer against Vendor’s account as a result of any such adjustment. Vendor shall be deemed to have accepted each such adjustment unless, within 30 days following its receipt of Buyer’s notification, Vendor provides Buyer with a written protest explaining why such adjustment should not be made accompanied by relevant documentation.

9. **Massachusetts Contract and Jurisdiction.** This Order shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. In the event of a dispute between the parties arising out of the Order, any lawsuit shall be commenced in, and each party hereby consents to the exclusive jurisdiction of, the state or federal courts located in Boston, Massachusetts.

10. **Miscellaneous.**
    (a) all rights granted to Buyer hereunder shall be in addition to and not in lieu of Buyer’s rights arising by operation of law;
    (b) any provisions of this Order which are typewritten or handwritten by Buyer shall supersede any contrary or inconsistent printed provisions;
    (c) correspondence transmitted from one party to the other by telephonic facsimile communication device shall be deemed effective to the same extent as if the original of such correspondence had been personally delivered or mailed, provided the receiving party’s device was operating at the time the communication was sent;
    (d) should any of the terms and conditions of this Order be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining provisions;
    (e) all of the terms and conditions herein shall apply to additional quantities of Merchandise ordered by Buyer except to the extent covered by a new purchase order;
    (f) the prices set forth in this Order include the cost of manufacturing, packaging, labeling and shipping unless otherwise specified herein;
    (g) the risk of loss from any casualty to the Merchandise shall be on Vendor until the Merchandise has been delivered to Buyer’s facility and the Merchandise has been inspected and approved by Buyer;
    (h) this Order supersedes and cancels all prior communication between the parties with regard to the Merchandise; and
    (i) For purposes of any discount terms, all time periods shall be computed from the date Buyer receives the Merchandise and invoices dated on or after the 25th day of any month shall be deemed dated as of the 1st day of the following month.
1. **Representations and Warranties.** Vendor additionally represents and warrants to Buyer that each item of Merchandise together with all packaging, labeling and other materials furnished by Vendor, shall strictly conform to quality standards agreed upon by Vendor and Buyer; and if living plant material, arrive live and viable and comply with all applicable agricultural rules and regulations.

2. **Packaging.** Alterations or substitutions shall not be made to the Merchandise, packaging, labeling or other materials without Buyer's prior written approval. Such materials shall not bear any logo or identification not previously specified. All perishable items shall bear external notification indicating correct handling procedures to maintain original quality.

3. **Inserts.** Vendor is responsible for enclosing any package inserts specified by Buyer and maintaining a sufficient supply of inserts so as not to disrupt shipping. Inserts and other enclosures, including instructions, shall not contain material that refers or relates to Vendor or to any other party except Buyer.

4. **Shipment.** Vendor will respond to all ship requests within 48 hours (24 hours on Expedite orders). Vendor will trace any lost shipment and replace any item lost or damaged by the carrier. Vendor will replace all shipments of living plant material that arrive damaged or dead. Vendor will immediately replace and reship all incorrect shipments upon notification from Buyer.

5. **Communication.** Vendor agrees to:
   (a) immediately notify Buyer if unable to fulfill ship requests within the time frame required by this Order;
   (b) confirm all shipments within 72 hours of Buyer's ship request;
   (c) invoice Buyer weekly for all ship requests filled;
   (d) promptly reimburse Buyer for excess payments or other credits due;

6. **Confidentiality.** All of Buyer's customer names, addresses, files and other information are acknowledged to be confidential and the sole property of Buyer. Vendor will make every effort to respect and protect this confidentiality. Vendor will not sell, rent or otherwise transfer such information or the right to use such information. Vendor will use the information only for sales approved by Buyer. Vendor will not mail to any customer names or addresses supplied by Buyer without Buyer's specific permission. This paragraph is expressly acknowledged to survive the termination of this agreement.

7. **No Presence.** Buyer is a Massachusetts corporation. Vendor has contracted to sell merchandise to Buyer and act as its shipping agent. The existence of this Order shall not be construed to represent Buyer's presence in any state other than Massachusetts.

8. **Risk of Loss.** Notwithstanding paragraph 10(g) of the Additional Terms and Conditions of this Order, the risk of loss from casualty to the Merchandise shall be on Vendor until the Merchandise has been delivered to the customer's address and the Merchandise has been inspected and approved by the customer.

9. **Terms** are computed based on the date Blair receives the invoice via VendorNet.