Please note this section applies to all Foot Locker Private Label First Cost Vendors only.

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INTERNATIONAL TRADE

INTRODUCTION

Please note this section applies to all Foot Locker Private Label First Cost Vendors only.

The following pages outline Foot Locker, Inc.'s international document and transportation requirements for orders being shipped to the U.S. and Canada. This updated version replaces all earlier versions of this Vendor Standards Manual ("Manual"). The information is being provided to help you understand our requirements so that your shipments can be handled as expeditiously and cost effectively as possible. We appreciate your cooperation in complying with these requirements.

Please read all the instructions thoroughly. If for some reason you cannot comply, please contact the International Trade Department immediately to avoid penalties.

If you have any questions regarding the contents of this Manual, please call, fax, or email the International Trade Department.

FOOT LOCKER'S STATEMENT OF STANDARDS

Foot Locker, Inc., together with its direct and indirect subsidiaries ("Foot Locker"), is committed to operating with upmost regard to all business ethics and regulations. Foot Locker's philosophy is based on seven core values - Integrity, Leadership, Excellence, Community, Service, Team Work and Innovation. Foot Locker believes in doing business with suppliers and business partners who share these values.

For a full detail of the following guidelines please refer to <u>Section 13</u> of this Manual:

- Foreign Corrupt Practices Act (FCPA)
- Global Sourcing Guidelines
- Consumer Product Safety Improvement Act (CPSIA)

SPECIAL CONSIDERATION FOR U.S. SHIPMENTS

Country of Origin/Transshipment Policy for Textile Merchandise

Foot Locker will not import textile merchandise into the United States (hereinafter "Merchandise") where it believes that such Merchandise has been illegally transshipped and/or that the country of origin is not accurately and truthfully stated on the commercial documents and/or single/multiple country declaration provided by the manufacturer.

Before placing or accepting a purchase order for Merchandise to be imported into the United States (hereinafter a "PO"), or allowing a change in the location of processing for any previously accepted PO, Foot Locker requires the Seller\Vendor to provide the full name and address of each factory who performs any manufacturing and/or assembly process with respect to such PO, as well as a full description of each process being performed.

The Seller/Vendor must accurately declare and provide the full name and address of the manufacturer, (prior to production approval). Foot Locker may accept delivery of Merchandise at a foreign port and may choose to proceed with importation, but only after performance of inspections and/or reviews of such additional documentation as are reasonably necessary and sufficient to establish the correct country of origin. Factories should be able to produce documentation evidencing production of the merchandise upon request.

Before accepting delivery of Merchandise for importation into the United States, Foot Locker uses internal and external inspectors and auditors, validating a checklist of criteria that the manufacturer must meet in order to pass an inspection.

The criteria reviewed consist of: (not an inclusive list)

- Child labor, prison labor, or slave labor.
- Transshipping of materials and garments.
- Production status.
- Security.

Reports are prepared by one of the following:

- Foot Locker Sourcing inspector.
- 3rd Party Inspection Auditor.
- Independent Buying Agent who has executed a buying agency agreement with Foot Locker ("Buying Agent").
- If a Buying Agent is not party to the transaction, then the seller of the Merchandise who
 either has subcontracted to an unrelated factory the processing which conferred country of
 origin or has purchased the Merchandise in a finished form from an unrelated entity
 ("Middleman").
- If neither a Buying Agent nor a Middleman/Seller is party to the transaction, then the seller of the Merchandise who actually performed the origin conferring process.

Customs Trade Partnership Against Terrorism (CTPAT)

Foot Locker is in partnership with Customs and Border Protection ("CBP" or "US Customs") as a validated member of Customs—Trade Partnership Against Terrorism ("CTPAT").

As a validated member of CTPAT, Foot Locker is required to enhance our supply chain security and must have written and verifiable processes and procedures for our business partners, including: Container Security, Physical Security, Access Controls, Personnel Security, Procedural Security, Information Technology Security, Security Training and Awareness, Business Partner Screening, Risk Assessment, and Agricultural Security. The supply chain for CTPAT purposes is defined from point of origin (manufacturer/supplier/vendor) through to point of distribution. It is essential for the success of CTPAT that appropriate security measures are implemented and maintained throughout the supply chain.

Foot Locker is currently partnered with Global Security Verification ('GSV') in an effort to streamline the risk assessment process and enhance our CTPAT program. It is required that all Private Label vendors complete the supply chain security assessment, conducted by GSV, advising your present state of security and outlining your security procedures and processes. CBP has given US Importers minimum-security criteria that need to be verified and maintained. The minimum requirements are included on the questionnaire and audit. During your security assessment, GSV will validate if you are meeting the minimum security criteria. It is crucial that you are prepared for the security audit and provide your responses and any associated support (manuals, photographs, logs, etc.) during the validation meeting. This will aide in our identification of any deficient areas and any identified Corrective Action Plans. If you have difficulty in supplying the required information, please contact ITD for assistance. If you are a member or have received accreditation from a government security agency or Worldwide Responsible Accredited Production ('WRAP') or have previously had an audit conducted by GSV, please provide details during your security assessment validation.

If, at any time your supply chain procedures or policies significantly change, you must contact the ITD department.

As part of our continued success with CTPAT we have formalized an audit cycle as explained below.

The factory risk score will be determined by risk based on an <u>initial GSV CTPAT</u> security audit. All current factories and newly identified factories must go through an initial GSV security audit.

The overall risk rating will be determined by evaluating a <u>combination</u> of the following parameters outlined below.

- GSV Factory Audit Score Low risk: 86-100 Medium risk: 76-85 High risk: 0-75
- 2. Country Risk Index (Intertek Country Supply Chain Security Risk)

Country	Intertek Country Supply Chain Security Risk Index	Country	Intertek Country Supply Chain Security Risk Index	Country	Intertek Country Supply Chain Security Risk Index
Argentina	HIGH	Kenya	MEDIUM	United Arab Emirates	HIGH
Australia	LOW	Korea, South	MEDIUM	United Kingdom	LOW
Austria	LOW	Kuwait	HIGH	USA	LOW
Bahrain	HIGH	Latvia	LOW	Venezuela	HIGH
Bangladesh	HIGH	Lebanon	HIGH	Vietnam	HIGH
Belgium	LOW	Lesotho	MEDIUM		
Brazil	MEDIUM	Madagascar	HIGH		
Bulgaria	MEDIUM	Malaysia	HIGH		
Cambodia	HIGH	Mauritius	LOW	The "Intertek Cou	ntry Supply Chain
Canada	LOW	Mexico	MEDIUM	Security Risk Inde	
Chile	HIGH	Morocco	HIGH	THE PERSON NAMED AND POST OFFICE AND PARTY.	rity risk associated
China	LOW	Netherlands	LOW	with a number of	parameters in each
Costa Rica	MEDIUM	New Zealand	LOW	country including	but not limited to:
Croatia	MEDIUM	Norway	LOW	Practice for car	
Cyprus	MEDIUM	Pakistan	HIGH		Customs process onomic condition
Czech Republic	MEDIUM	Panama	MEDIUM		try performance in
Denmark	LOW	Peru	HIGH		ations for the last 10
Dominican Republic	MEDIUM	Philippines	HIGH	years.	
Ecuador	MEDIUM	Poland	MEDIUM		
Egypt	HIGH	Portugal	LOW		
El Salvador	MEDIUM	Puerto Rico	LOW		
Finland	LOW	Romania	MEDIUM		
France	LOW	Russia	MEDIUM		
Germany	LOW	Saudi Arabia	HIGH		
Greece	MEDIUM	Serbia	MEDIUM		
Guatemala	HIGH	Singapore	LOW		
Haiti	HIGH	Slovakia	MEDIUM		
Honduras	HIGH	South Africa	MEDIUM		
Hong Kong	MEDIUM	Spain	LOW		
Hungary	LOW	Sri Lanka	MEDIUM		
India	HIGH	Swaziland	LOW		
Indonesia	HIGH	Sweden	LOW		
Ireland	LOW	Switzerland	LOW		
Israel	HIGH	Taiwan	LOW		
Italy	LOW	Thailand	MEDIUM		
lapan	LOW	Turkey	MEDIUM		
lordan	HIGH	Ukraine	MEDIUM		

3. CAP Completion Timeframe

Low risk: CAP completed within 60 days Medium risk: CAP completed within 120 days High risk: CAP completed outside 120 days

After the audit has been conducted and all corrective actions have been implemented, the audit cycle is as follows:

Factory Risk	Audit Cycle
High risk	every 12 months
Medium risk	every 18 months
Low risk	every 24 months

Corrective Action Plan (CAP)

During security audits, security deficiencies may be identified. The following timeline has been developed so that you understand the expectations of CAP communication and implementation. Please ensure that all factory representatives are aware of the timeline so that unnecessary emails will be eliminated.

WITHIN 7 BUSINESS DAYS: the vendor/factory must reply to the initial CAP request email from ITD, with expected completion dates and explanations on how each CAP will be corrected.

WITHIN 120 DAYS: all individual CAPs should be completed.

Depending on the specific CAP identified, ITD may request that the CAP be implemented prior to 120 days. For areas of high risk or non-compliance, it is important to correct those areas immediately.

As a reminder, areas covered by the security audit include:

- 1. Security Vision and Responsibility
- 2. Risk Assessment
- 3. Business Partner Security
- 4. Cybersecurity
- 5. Conveyance and IIT Security
- 6. Seal Security
- 7. Procedural Security
- 8. Agricultural Security
- 9. Physical Access Controls
- 10. Physical Security
- 11. Personnel Security
- 12. Education, Training, and Awareness

*CBP published the new MSC towards the end of 2019. Foot Locker has updated new training material via our FTL CTPAT FTP website. Training documents, as they become available, will be added periodically throughout the year.

*For access to the Foot Locker CTPAT FTP training website please contact Tina Walker / tina.walker@footlocker.com and Andrew Enck aenck@footlocker.com

Foot Locker understands that you undergo multiple security audits annually and that audit fatigue is a common problem. As an added benefit to you, if you can provide **certified**, **current WRAP GOLD+** status, Foot Locker will utilize the WRAP audit findings (provided by you) as the basis for our security audit, every other audit cycle. Please see the below chart as reference.

^{*} FTL CTPAT FTP link as follows: https://ftp.footlocker.com/webclient/Login.xhtml

Risk	WRAP	Initial		1st (re)audi	t	2	2nd (re)aud	it	3	3nd (re)aud	it
KISK	Certification	Audit	12 months	18 months	24 months	12 months	18 months	24 months	12 months	18 months	24 months
I I i a la	none	GSV	GSV	n/a	n/a	GSV	n/a	n/a	GSV	n/a	n/a
High	Gold +	GSV	WRAP	n/a	n/a	GSV	n/a	n/a	WRAP	n/a	n/a
N.A. adii	none	GSV	n/a	GSV	n/a	n/a	GSV	n/a	n/a	GSV	n/a
Medium	Gold +	GSV	n/a	WRAP	n/a	n/a	GSV	n/a	n/a	WRAP	n/a
1	none	GSV	n/a	n/a	GSV	n/a	n/a	GSV	n/a	n/a	GSV
Low	Gold +	GSV	n/a	n/a	WRAP	n/a	n/a	GSV	n/a	n/a	WRAP

Special Notes:

- Foot Locker can request an audit/re-audit/random audit or request additional details at any time, regardless of what audit cycle you are currently in.
- WRAP audit expiration date must be within 9 months of audit request
- Foot Locker can request additional details and implementation plans for any corrective items found during a WRAP audit. The WRAP audit cycle will not preclude you from implementing corrective actions and from providing the supporting backup to demonstrate compliance.

See FORMS AND VIDEOS for: "CTPAT CAP Improvement Guidelines.xls", "7 Point Container Inspection Checklist', "17 Point Inspection Checklist", "2017 Conference Conveyance Inspection and Seals". "CTPAT 5 Step Risk Assessment Guide", "Agricultural Security-NASCI infographic poster", "DHS Recognize the Signs of Terrorism poster", "CTPAT Foreign Manufacturers Booklet 2019-MSC", CTPAT New MSC Foreign Manufacturers.

Country of Origin Verification and Production Record Request

Because of the significant percentage of textile and apparel product imports into the United States, US Customs is concerned that some foreign textile and apparel imports are entering the U.S. fraudulently and displacing U.S. textile and apparel workers. Illegal transshipment is one form of such illegal activity and occurs when false country-of-origin information is provided for goods in order to evade U.S. textile quotas and customs duties.

In order to identify potential illegal transshipments, CBP targets countries, manufacturers, shipments, and Importers that it determines to be at a higher risk for textile transshipment. Once a shipment arrives that has been targeted as a potential transshipment, CBP may request production records to substantiate country of origin. (This is known as a "detention".)

A request for production records can be made at any time for any of the following types of exams.

ITD Internal Audit - Random selection of purchase order(s):

Ensure Foot Locker is in compliance with all US Customs Laws and Regulation as it applies to general transactions and any special trade/preference programs that have been claimed at time of entry. Validate vendor's ability to meet Customs Requirements to provide production records.

Detention Notice

Cargo is detained at port of entry until production records are provided to US Customs. This is an accelerated request and provides the vendor **10 calendar days total** to have the requested documentation in Foot Locker's possession.

Customs Request for Information: CF-28

US Customs will often target certain shipments for CF-28 review. The CF-28 review is a way for US Customs to validate the origin of the merchandise on a post entry basis. US Customs will provide the

importer with a CF-28 notice, from which the importer has 30 calendar days to obtain, review and provide all documentation related to the production of the specific shipment

Once a request for production records is received from CBP, Foot Locker has a limited amount of time to prepare a response to CBP. Because of the strict time limit imposed by CBP, once a request for production records has been forwarded to the vendor, the records must be received by the International Trade Department within 10 business days unless request is based on Detention Notice.

Vendor must submit one set of originals and one copy set of the records listed in the "Country of Origin Document Checklist.doc", both in set must be in orderly fashion. Documents must be segregated and labeled to match each applicable section it refers back to. Records must be COMPLETE, ACCURATE, AND written or translated in ENGLISH. Documents must be sent via Express Courier Service (transit must not exceed 3-4 business days).

See FORMS AND VIDEOS for: "Country of Origin Document Checklist 4-28-09.doc"

10 +2 ISF Filing

The Safe Port Act of 2006 was passed by Congress to enhance national security and prevent terrorist weapons from being transported into the United States via our ports while simultaneously protecting our national economic vitality.

Pursuant to Sec. 203 of the Act, Carriers and Importers are required to provide Customs and Border Protection (CBP) 12 data elements on all ocean cargo shipments. This data must be transmitted to CBP prior to the lading of the cargo onboard a vessel at the foreign port of export. The data transmission is known as the "Importer Self Filing (ISF) or alternatively (10+2).

The purpose of this advanced electronic filing of shipment data is to enhance CBP's ability to deploy an automated targeting system and identify high risk containers moving through the supply chain.

Published on November 25, 2008 in the Federal Register, the ISF "Interim Final Rule", describes when and how to comply with the new requirements.

Foot Locker is required to comply 100% with these new regulations. The majority of the information will be channeled through the International Trade Department in conjunction with their nominated freight forwarder and broker. However all vendors are expected to provide timely and accurate information required for proper ISF Filing and follow the timeline requirements for CY/CFS shipments outlined in the noted section.

* **Special Note:** Regulations may change from the time of publication. Please visit CBP.gov for the latest information for ISF regulations.

PROTECTION OF LABELS, DESIGN AND TRADEMARKS

Foot Locker has a reputation for selling the finest in quality apparel. We take seriously the proprietary nature of our designs as well as all of our identifying labels. We therefore must insist that all providers not only supply quality merchandise, but that they also protect all of our designs and identifying marks. To ensure adequate protection, Foot Locker requires that you:

- Manufacture or supply all items pursuant to our quality standards.
- Do not place any other label on our designed merchandise without our approval.
- Do not place our label on any merchandise without our approval.
- Do not resell any product with our labels without our prior approval or removal of all such marks and labels. This includes cancelled product, overstocks, defectives and irregulars.
- Closely guard all label stock, price tags or any other identifying tags, and neither distribute nor sell them to any third party.
- Agree not to use, copy, reproduce or disclose to any other person any designs or business information except upon the written instructions of Foot Locker
- Agree not to assist, permit or otherwise take or allow any action that could have an adverse effect any rights Foot Locker may have in trademarks, copyrights, etc.

If for any reason you cannot comply with the preceding sections, you must contact Foot Locker immediately.

GENERAL INFORMATION

- All purchase orders must indicate "F" for foreign orders; the appropriate type to be considered for importation into the United States or Canada by Foot Locker.
- Each purchase order number has several components as noted below:
 Example: XX-XXXXXXX-XX
- The first two (2) digits refer to the "open to buy" month
- The next seven (7) digits refer to the actual order #
- The next two (2) digits designate the division
- All documents and booking requests must reflect the full purchase order number
- Each SKU number has several components as noted below:
 Example: XX-XXXXX-X-XXXX or XX-XXXXXXX-XXXXXXX
- The first two (2) digits designate the department number
- The next five (5) digits refer to the Stock Keeping Unit (SKU) number
- The next digit is a system generated check digit
- The next two (2) digits designate a Width/Color code
- The final three (3) or five (5) digits designate the size or case lot number
- All documents and booking requests must reflect the full SKU number
- "Agent" field in the purchase order is only for agents that source product on behalf of Foot Locker based on instructions and specifications given by the buyer.
- It is not a field used to indicate vendors or factories.
- If the agent is a Buying agent, the payment is made separately from payment to the vendor for the merchandise under the terms of a separate agreement, and is not part of the dutiable value.
- If the agent is a Selling agent, the payment is part of the dutiable value and should not be made separately from merchandise payment.

Ticketing

- Contacts for international ticketing are listed in Section 3 Ticketing.
- Tickets or labels may not be placed over, or obstruct the country of origin marking.

Marking

- The instructions noted in Section 6 Carton Packing, Packaging, Labeling and Shipping Requirements must be followed accordingly.
- The country of origin marking is required on all outer cartons, regardless of size and must be in accordance with all US Customs or Canada Revenue regulations.

- The instructions noted in Section 4 Merchandise Labeling Requirements, for Merchandise Labeling must be followed accordingly.
- Canada shipments must be marked in both English and French.

<u>Failure to properly mark cartons will result in chargebacks for all charges incurred by Foot Locker as per the chargeback matrix included in Section 9 this Manual.</u>

NOTE: All Ticketing and marking must comply with all regulatory requirements of U.S. Customs and Border Protection or Canada Services Border Agency as well as those of any other Federal Regulatory Agency.

WARNING INFORMATION

A warning in English, French and Spanish is required on all polybags.

WARNING - TO AVOID DANGER OF SUFFOCATION,
KEEP THIS BAG AWAY FROM BABIES AND CHILDREN
DO NOT USE IN CRIBS, BEDS, CARRIAGES OR
PLAY PENS. THIS BAG IS NOT A TOY. KNOT BAG
BEFORE THROWING AWAY.

ADVERTENCIA: MANTENGA
ESTA BOLSA FUERA DEL ALCANCE
DE BEBÉS Y NIÑOS.
NO LA UTILICE EN CUNAS,
CAMAS, CARRITOS O CORRALITOS.
LA PELÍCULA DELGADA PUEDE PEGARSE
A LA NARIZ Y BOCA Y
CAUSAR ASFIXIA

AVERTISSEMENT: POUR ÉVITER LE DANGER DE SUFFOCATION, GARDER CE SAC LOIN DES BÉBÉS ET DES ENFANTS. NE PAS L'UTILISER DANS LES LITS D'ENFANTS, DANS LES LANDAUS OU DANS LES PARCS. CE SAC N'EST PAS UN JOUET.

DOCUMENTATION

U.S. Requirements

U.S. Requirements-Ocean

Updates to documents (quantity changes or corrections) must be submitted to APLL as soon as the discrepancy is found and corrected.

Document discrepancies, repeated corrections, and quantity errors will result in a chargeback fee.

Any change or update to the Customs Description and/or unit price on the ANDROMEDA Commercial Invoice, should be previously communicated and approved by either Foot Locker Sourcing or ITD.

Combine (where possible) all shipment styles onto one commercial invoice. Multiple invoices per shipment increase our handling and brokerage costs.

Required Documents Chart below:

REQ	REQUIRED DOCUMENTS BY DESTINATION AND SHIP MODE													
	US	US	CANADA	CANADA	AUS	AUS	NZ	NZ						
	OCEAN	AIR	OCEAN	AIR	OCEAN	AIR	OCEAN	AIR						
COMMERCIAL INVOICE	X	Х	Χ	X	Χ	X	Χ	Х						
PACKING LIST	X	Х	Χ	X	Х	X	Х	Х						
CERTIFICATE OF ORIGIN	X	Х	Χ	X	Χ	X	Χ	Х						
WOOD PACKING							X (only							
DECLARATION					Χ		FCL)							
DVC		Х	Χ	X		Х		Х						
FREE TRADE Certificates														
(as needed)	X	Х	Χ	X	Χ	Х	Χ	Х						
Interim Footwear Invoice														
(IFI) Footwear only*	X	Х												
	_													

Commercial Invoice; including final quantities, complete description indicating commodity type, material breakdown, gender, and size (if apparel; knit or woven). (Refer to Section 10-32)

Packing List; including final carton counts, weights, cbms and carton dimensions

Any other required documents (Refer to Section 10-19)

Special Note*ITD will be performing weekly audits for document compliance and any vendor with frequent incorrect, missing, and/or incomplete documentation may be assessed a chargeback fee. In addition, ITD reserves the right to re-implement the document review and approval process (DVC) at any time. A monthly email communication to each applicable vendor will be sent with any document discrepancies that were identified during these weekly audits.

The shipment will not be able to depart origin until all information needed to fulfill the 10+2 requirements is received and submitted to the proper parties.

A complete and original set(s) of documents must be provided to APLL Origin within the time specified in **Section 10-27**.

<u>Failure to comply may result in a chargeback as per Section 9 of this Manual. Costs for storage may also be deducted from the shipper's remittance.</u>

U.S. Requirements-Air

Prior to shipment approval, the vendor must email the following documents to the International Trade Department (ITD.DOCREVIEW@footlocker.com) for review and verification:

REQ	REQUIRED DOCUMENTS BY DESTINATION AND SHIP MODE													
	US	<mark>US</mark>	CANADA	CANADA	AUS	AUS	NZ	NZ						
	OCEAN	<mark>AIR</mark>	OCEAN	AIR	OCEAN	AIR	OCEAN	AIR						
COMMERCIAL INVOICE	X	X	X	X	X	Х	Х	Х						
PACKING LIST	Χ	X	X	Х	Χ	Х	Х	Х						
CERTIFICATE OF ORIGIN	Х	X	X	Х	Χ	X	Х	Χ						
WOOD PACKING							X (only							
DECLARATION					X		FCL)							
DVC		X	X	Х		X		Χ						
FREE TRADE Certificates														
(as needed) Footwear	Χ	X	X	X	X	Х	Х	Х						
Interim Footwear Invoice (IFI) Footwear only*	Х	X												

Commercial Invoice; including complete description indicating commodity type, material breakdown, gender, and size (if apparel; knit or woven) (Refer to Section 10-32)

Packing List; including final carton counts, weights, cbms and carton dimensions.

Any other required documents (Refer to Section 10-19)

Document discrepancies, repeated corrections, and quantity errors could result in a chargeback fee.

Any change or update to the Customs Description and/or unit price on the ANDROMEDA Commercial Invoice, should be previously communicated and approved by either Foot Locker Sourcing or ITD.

Combine (where possible) all shipment styles onto one commercial invoice. Multiple invoices per shipment increase our handling and brokerage costs.

Document Verification Certificate (DVC)

The final set of documents must be submitted prior to shipment approval. An air shipment will not be allowed to ship until final documents have been received and approved by ITD. All required documentation must be supplied and compliant with the standards outlined below. At this time, the documents must reflect actual quantities.

Air shipment must also be released in ANDROMEDA prior to being approved.

If all documentation is complete and accurate, ITD will issue a Documentation Verification Certificate ("DVC"), returned via email to the manufacturer, seller, or agent from International Trade.

These errors will result in chargebacks as outlined in Section 9 of this Manual. Failure to email copies to the International Trade Department timely will also result in a chargeback, per the chargeback matrix included in Section 9 of this Manual.

The cargo receipt/airway bill will not be issued without the "DVC".

 The only exception is Pakistan AIR shipments. The airway bill will be issued prior to DVC with written consent from International Trade.

FOOT LOCKER, INC.

U.S. Requirements-General

Updates to documents (quantity changes or corrections) must be submitted to APLL as soon as the discrepancy is found and corrected.

Document discrepancies, repeated corrections, and quantity errors will result in a chargeback fee.

Any change or update to the Customs Description and/or unit price on the ANDROEMDA Commercial Invoice, should be previously communicated and approved by either Foot Locker Sourcing or ITD.

Combine (where possible) all shipment styles onto one commercial invoice. Multiple invoices per shipment increase our handling and brokerage costs.

Documents must be provided as shown:

Tariff Treatment	Required Documents
United States Mexico Canada Agreement (USMCA)	 Affidavit of Yarn Origin Affidavit of Fabric Origin USMCA-Certificate of Origin Template

See FORMS AND VIDEOS for:

"Aff of Fabric Origin.doc"

"Aff of Thread Origin.doc"
"Aff of Yarn Origin.doc"

"ITI factures fame"

"IFI_footwear_form"

"USMCA-Certificate of

Origin Template"

Canada Requirements

Canada Requirements – Ocean

Updates to documents (quantity changes or corrections) must be submitted to KN as soon as the discrepancy is found and corrected.

Document discrepancies, repeated corrections, and quantity errors will result in a chargeback fee.

Any change or update to the Customs Description and/or unit price on the ANDROMEDA Commercial Invoice, should be previously communicated and approved by either Foot Locker Sourcing or ITD.

Combine (where possible) all shipment styles onto one commercial invoice. Multiple invoices per shipment increase our handling and brokerage costs.

Required Documents Chart below:

REQUIRED DOCUMENTS BY DESTINATION AND SHIP MODE													
	US	US	CANADA	CANADA	AUS	AUS	NZ	NZ					
	OCEAN	AIR	OCEAN	AIR	OCEAN	AIR	OCEAN	AIR					
COMMERCIAL INVOICE	Χ	Х	X	Х	Χ	Χ	Χ	Х					
PACKING LIST	Х	Х	X	Х	Х	Х	Х	Х					
CERTIFICATE OF ORIGIN	Х	Х	X	Х	Χ	Х	Χ	Х					
WOOD PACKING							X (only						
DECLARATION					X		FCL)						
DVC		Х	X	Х		Χ		Х					
FREE TRADE Certificates													
(as needed)	Х	Χ	X	Х	X	Χ	Х	Х					

Commercial Invoice; including complete description indicating commodity type, material breakdown, gender, and size (if apparel; knit or woven) (Refer to Section 10-32)

Packing List; including final carton counts, weights, cbms and carton dimensions.

Any other required documents (Refer to Section 10-25)

Certificate of Origin required for all items unless "GSP" Form A is provided.

Document discrepancies, repeated corrections, and quantity errors could result in a chargeback fee.

Any change or update to the Customs Description and/or unit price on the ANDROMEDA Commercial Invoice, should be previously communicated and approved by either Foot Locker Sourcing or ITD.

Combine (where possible) all shipment styles onto one commercial invoice. Multiple invoices per shipment increase our handling and brokerage costs.

These errors will result in chargebacks as outlined in Section 9 of this Manual. Failure to email copies to the International Trade Department timely will also result in a chargeback, per the chargeback matrix included in Section 9 of this Manual.

In addition, a complete and original set(s) of documents must be provided to K&N Origin within the time specified in **Section 10.28**.

Failure to comply may result in a chargeback as per Section 9 of this Manual. Costs for storage may also be deducted from the shipper's remittance.

FOOT LOCKER, INC.

Canada Requirements-Air

Prior to shipment approval, the vendor must email the following documents to the International Trade Department (ITD.DOCREVIEW@footlocker.com) for review and verification:

REQUIRED DOCUMENTS BY DESTINATION AND SHIP MODE													
	US	US	CANADA	CANADA	AUS	AUS	NZ	NZ					
	OCEAN	AIR	OCEAN	AIR	OCEAN	AIR	OCEAN	AIR					
COMMERCIAL INVOICE	Χ	Х	Х	X	Χ	Х	Χ	Х					
PACKING LIST	Х	Х	Х	X	Х	Х	Х	Х					
CERTIFICATE OF ORIGIN	Χ	Х	Х	X	Χ	Х	Χ	Χ					
WOOD PACKING							X (only						
DECLARATION					Χ		FCL)						
DVC		Х	Х	X		Х		Х					
FREE TRADE Certificates													
(as needed)	Х	Х	X	X	Χ	Х	Χ	Х					

Commercial Invoice; including complete description indicating commodity type, material breakdown, gender, and size (if apparel; knit or woven) (Refer to Section 10-33)

Packing List; including final carton counts, weights, cbms and carton dimensions

Any other required documents (Refer to Section 10-24)

Document Verification Certificate (DVC)

The final set of documents must be submitted prior to shipment approval. <u>An air shipment will not be</u> allowed to ship until final documents have been received and approved by ITD. All required

documentation must be supplied and compliant with the standards outlined below. At this time, the documents must reflect actual quantities.

Air shipment must also be released in ANDROMEDA prior to being approved.

If all documentation is complete and accurate, ITD will issue a Documentation Verification Certificate ("DVC"), returned via email to the manufacturer, seller, or agent from International Trade.

These errors will result in chargebacks as outlined in Section 9 of this Manual. Failure to email copies to the International Trade Department timely will also result in a chargeback, per the chargeback matrix included in Section 9 of this Manual.

The cargo receipt/airway bill will not be issued without the "DVC".

• The only exception is Pakistan AIR shipments. The airway bill will be issued prior to DVC with written consent from International Trade.

Canada Requirements-General

Documents must be provided as shown:

Tariff Treatment	Required Documents
United States Mexico Canada Agreement (USMCA)	 Affidavit of Yarn Origin Affidavit of Fabric Origin USMCA-Certificate of Origin Template

See FORMS AND VIDEOS for:

[&]quot;Aff of Fabric Origin.doc"

[&]quot;Aff of Yarn Origin.doc"

[&]quot;IFI_footwear_form"

[&]quot;USMCA-Certificate of Origin Template"

General Document Requirements

Each commercial document must be complete and accurate and reflect the full purchase order number and a full SKU number.

Commercial Invoice and Packing List

The invoice and packing list must be printed from Foot Locker Sourcing's Portal, ANDROMEDA – see extract below. A full set of shipping documents must be attached in ANDROMEDA once shipment is closed. Shipments must be closed as soon as the Bill of Lading and/or Forwarder's Cargo Receipt (FCR) is received from the forwarder.

						C	ОММЕ		AL II hipme		CE	(FOB)									
Vendor/	/Seller:				м	anufacturer:				Shipper/	/Exp	porter:			Impo	rter o	f Record:				٦
						ID#															
Forward	ier/Con	solidate	or:		1:	1st Notify Party/Broker: 2				2nd Noti	fy F	Party:			Shipp	ing M	ark/Final D	estinati	on:		
Sold To:					-	Container Stuffing Location: C					of C	Origin:			AWR	or Bil	of Lading:				4
5010 10.					Ĭ	onamer otal	ing Location			FOB Poir		Jingiii.			FCR #		or Lading.				
										Discharg	je P	ort:			L/C#						
										Export R	egi	stration #:			Form	E #:					
Invoice	No:				P	ayment Term	:			Sailing C	n:				On Ha	and D	ate:MM/DD	/YY			┪
Invoice					c	urrency:				Ship Mod							te:MM/DD/				
Account	Account #:			S	alesperson:				Shipped	Per	•			Est. A	rrival	Date:MM/I	DD/YY				
HTS # Category Purchase Order Style Custo			Customs	Description	SKU		Full De	scription		Stitch Per Count (Horizontal)	Stitch Cou (Verti		Fabric Weight (GPM²)	Pac Typ	k e U. Prid	e Q	ty Ar	Fotal noun	ıt		
			=								7										7
										#										ゴ	
											_						Tot	als:			
endor/S	Seller:					SHIPMEN					NI # Shipper/Exporter:				Imp	Importer of Record:					
					м	ID#															
lotes / C	Commer	nts:			Fi	nal Destinati	on:			- 1	Country of Origin:					Invoice No:					
											FOB Point: Discharge Port:					Invoice Date: On Hand Date:MM/DD/YY					
															Ship	Ship Mode:					
Cont	tainer																				
Carton N	umber	# of Cartons	Pack Per Case	Meas. (CBM)	Dimen. Length(CM	Dimen. I) Width(CM)	Dimen. Height(CM)	Net Weight (KG)	Gross Weight (KG)	Purchas Order	e	Style		# C	Full escription	Size	Size Description	Caselot Ratio	Caselo ID	Qty Per Size	
														#						F	ŧ
														\dashv						F	Ŧ
														-							F
Containe	r Total																				
irand To	tal										_	(6)(1)									
										BYP	υ		. (4400)					(1100)			
РО	PO Number SKU # of Cartons subtotal:					rtohs	м	eas. (CB	my		Net Weigh	t (KGS)			Gr	oss Weight	(KGS)		0	TY	
	subtotal:																				
			ubto																		
		5	ubto																		
of PO:				Total																	
hipment	t has be	en clos	ed																		

Document (ocean) Submission Timelines to APLL/K&N:

- The ANDROMEDA Commercial Invoice and Packing List are the only accepted documentation that should be provided to APLL/K&N. Any other formatted documentation provided may be subject to Chargebacks, as noted in Section 9 of this Manual.
- If the documents are surrendered later than the time allowed, the APLL/K&N is entitled to an additional charge from the shipper for courier fees and special handling (this would be required for cases where original documents must be expedited in order to submit timely entry to US or Canada Customs).
- For U.S. shipments, if there are discrepancies between the Documents provided to APLL and the information provided to APLL for Shipping Instruction ('SI'), Foot Locker will assess any penalties or fines assessed by CBP for failure to provide timely, accurate, and complete shipment details before vessel departure (ISF (10+2) filing). In cases where CBP issues a 'Do Not Load' for improper ISF filing, you will be charged storage charges assessed by the ocean carrier for delayed shipment and may be asked to air freight the shipment at your expense. The complete set of documents is required to be submitted to the forwarder as outlined on the next page.
- Backdating of the cargo receipt is not allowed.
- Please note late documents will be measured based on calendar days, not working days, and vendor holidays will not be factored into the calculation.

<u>Failure to do so can result in a chargeback for late submission of documents to the Forwarder as it states in Section 9 of this Manual.</u>

Documents are Required to be Presented to APLL/K&N No Later than Noted Below (including DVC, Certificate of Origin & other required Documents)

Origin	Documents Required
Africa (all countries, including Madagascar and	Four (4) calendar days from Date of Departure
Mauritius)	
Bangladesh	Six (6) calendar days from Date of Departure
Brunei	Four (4) calendar days after Date of Departure
Bulgaria	Four (4) calendar days after Date of Departure
Cambodia	Four (4) calendar days after Date of Departure
Canada	Same day as Cargo is Surrendered
Central America (all Countries)	Four (4) calendar days after Date of Departure
China	Four (4) calendar days after Date of Departure
Ethiopia	Four (4) calendar days after Date of Departure
Fiji	Four (4) calendar days after Date of Departure
Hong Kong	Four (4) calendar days after Date of Departure
India	Four (4) calendar days after Date of Departure
Indonesia	Four (4) calendar days after Date of Departure
Israel	Four (4) calendar days after Date of Departure
Italy	Four (4) calendar days after Date of Departure
Japan	Four (4) calendar days after Date of Departure
Jordan	Four (4) calendar days after Date of Departure
Korea	Four (4) calendar days after Date of Departure
Macau	Four (4) calendar days after Date of Departure
Malaysia	Four (4) calendar days after Date of Departure
Mexico	Same day the Cargo is surrendered
Pakistan	Six (6) calendar days after Date of Departure
Philippines	Four (4) calendar days after Date of Departure
Portugal	Four (4) calendar days after Date of Departure
Senegal	Four (4) calendar days after Date of Departure
Saipan	Four (4) calendar days after Date of Departure
Singapore	Four (4) calendar days after Date of Departure
South America (all countries)	Four (4) calendar days after Date of Departure
Sri Lanka	Four (4) calendar days after Date of Departure
Taiwan	Four (4) calendar days after Date of Departure
Thailand	Four (4) calendar days after Date of Departure
Turkey	Four (4) calendar days after Date of Departure
Turkmenistan	Four (4) calendar days after Date of Departure
United Arab Emirates	Four (4) calendar days after Date of Departure
Uzbekistan	Four (4) calendar days after Date of Departure
Vietnam	Six (6) calendar days after Date of Departure

Forwarders Cargo Receipt (FCR) / House Airway bill (HAWB)

- FCR/HAWB is the primary transport document used for payment purposes.
- Will be issued once all required documents and cargo have been surrendered to consolidator/forwarder and all charges due consolidator/forwarder have been settled.
- Note: consolidator/forwarder is not under any obligation to extend credit to any vendor/agent.
- The FCR/HAWB will not be issued if a DVC (when required) has not been issued by the International Trade Department.

Bill of Lading

• The bill of lading is not a negotiating document and is not to be submitted for payment negotiation unless agreed to in advance or if required by a letter of credit. Seaway bills are the required transport document.

Document Consignments

All commercial documentation consignments must be made as follows:

U.S. Operating Entity	Consignee/Importer of Record
Champs Sports	Foot Locker Retail, Inc.
Foot Locker	Foot Locker Retail, Inc.
Kids Foot Locker	Foot Locker Retail, Inc.
Eastbay, Inc.	Foot Locker Retail, Inc.
Team Edition Apparel, Inc.	Team Edition Apparel, Inc.
Canadian Operating Entity	Consignee/Importer of Record
Champs Sports	Foot Locker Canada Co.
Foot Locker	Foot Locker Canada Co.
Kids Foot Locker	Foot Locker Canada Co.

The commercial document consignment for U.S. shipments must read as above with a "care of" (c/o) notation of the division name if applicable and the Camp Hill address.

For example: Foot Locker Retail, Inc.

c/o Champs Sports 3543 Simpson Ferry Rd Camp Hill, PA 17011

The commercial document consignment for Canadian shipments must read as above with a "care of" (c/o) notation of the division name if applicable and the Weston address.

For example: Foot Locker Canada Co.

c/o Champs Sports Canada 230 Barmac Road, 2nd Floor Weston, Ontario M9L 2Z3

No other consignments are acceptable.

Special Note: When making booking you must provide the address of the final destination of the shipment to the forwarder/consolidator. Carton markings must also clearly indicate the final destination of the cargo.

For example:

Junction City Service Center Milton Service Center 3210 South US Highway #77 505 Industrial Drive

Junction City, KS USA 66441 Milton, Ontario, Canada L9T 5E1

Manufacturer Identification (MID) Code must:

The manufacturer name and address must be in full and displayed the same each time, unless a new MID is requested ahead of time. The MID code is derived from the information provided at time of MID code request information. Any change could affect the MID code accuracy.

MID code request must be made through ITD.

Detailed description of the merchandise must include:

- Name by which each item is known
- Gender and Age
- Material(s) breakdown (by percent of weight)
- For wearing apparel or textile products, include the following:
- Fabric weight per style
- If knitted, indicate the following:
- Stitch Count
- Type of neck opening
- Type of bottom treatment, i.e. Hemmed, ribbed
- Placement of pockets

- Type of water resistant coating (if applicable)
- If woven and yarn dyed, indicate the following:
- # of yarn colors in the warp and weft
- Type of water resistant coating (if applicable).
- For footwear products a completed IFI must be included.
- If item is a set, value breakdown by each component.

Important . . . The Packing List is used by the shipper or forwarding agent to determine the total shipment weight/volume as well as to verify that the correct cargo is being shipped. In addition, Customs officials (both US and foreign) require the list to check the cargo.

TRANSPORTATION AND SHIPPING

- The appropriate term for delivery to the consolidator's warehouse is "FOB Port of Export" (Consolidator's Warehouse). Terms other than FOB must have written authorization from the International Trade Department.
- A Foreign Order is deemed late if shipment not tendered to the "FOB Port of Export" on or before the Ship End Date as reflected on the purchase order or all documents as required are not executed in a timely manner which would:
- prevent timely U.S. Customs clearance or
- prevent the shipment from sailing on the scheduled vessel.
- **Title and risk of loss transfers** to Foot Locker when the cargo and documents are surrendered to the designated consolidator/forwarder (APLL/K&N).
- The International Trade Department must approve any exceptions to routing.

Shipment by an unauthorized consolidator, forwarder, or carrier will result in a chargeback, per Section 9 of this Manual.

Ocean Bookings

All bookings must be made well in advance.

- For CY/CFS orders shipping on time, the booking must be made 10 calendar days prior to the Ship Start date.
- All shipment exceptions must be reviewed and approved by Foot Locker prior to receiving booking approval from APLL/K&N. Therefore, please allow adequate time for APLL/K&N to provide booking and vessel details in return.
- APLL/K&N will reject any booking that pertains to a cancelled order or in cases where the
 delivery to them will not be made within the order's shipping window.
- Bookings must be revised if the volume/quantity of the original booking changes after final inspection is completed.
- Vendors will be responsible for broken or unused space booked.
- Bookings should be placed via APLL Booking Manager system (for U.S.) and directly with K&N (for Canada) It is critical that all fields are completed in their entirety so that they have all necessary data for the carrier request and for filing the ISF transmission, and Foot Locker has all data necessary for booking review.

Bookings not made within the timelines specified above will be subject to a chargeback as outlined in Section 9 of this Manual.

<u>Please note: late bookings will be measured based on working days, not calendar days, and vendor holidays will not be factored into the calculation.</u>

Failure to revise a booking to the consolidator/forwarder will result in a chargeback, per Section 9 of this Manual. Also, if the revised booking delays or forces Foot Locker to amend the ISF transmission to US Customs, the vendor will be charged back as per Section 9 of this Manual.

- Vendors are required by Foot Locker Canada Co to pre-sort POs prior to delivery to K&N origin CFS
- PO's are not to be mixed in a single carton
- PO's must stay sorted from this point to arrival at the DC in Canada, therefore slip sheets or shrink wrap must be used when delivering LCL cargo for Canada.
- If suppliers refuse to do PO sorting □ supplier only have 2 choices:
 Non the right was the property of the land o
 - a. Vendor pick/ups the cargo and pays the In & Out fee to draw the cargo out of the warehouse and sorts the cargo by PO (as per SOP requirements and KN / Foot Locker Canada Co. expectations)
 - b. KN Origin can offer to sort the cargo on behalf of the vendor and debit the sorting fee to the vendor (FCR wouldn't be released until they settle this fee to ensure that they do in fact pay)

Air Bookings

Air Bookings should be made with Foot Locker approved forwarders as soon as the decision to ship air has been determined. The same time booking is created documents must be sent to ITD for review. Documents sent should be final quantities. If an FOB reduction is required documents should be resent with the correct FOB costs (see Air shipment process **Section 10-17 (US) and 10-22 (CAN)**).

See FORMS AND VIDEOS for: "Air Booking Form.xls"

General Requirements

• **Vendor is responsible for all origin charges** including, but not limited to CFS, handling, terminal, export clearance and inland transit charges or reimbursement.

Any origin charges not tendered to the vendor prior to export must be reimbursed to Foot Locker upon receipt of the chargeback/reimbursement report as outlined in Section 9 of this Manual.

- **Cut-off times** for consolidation will be enforced. Check with the specified consolidator's office in advance if a "late gate" is needed.
- Late Delivery / Air shipment Process: If cargo is delivered late (after the PO Ship End Date) and does not make the designated vessel's departure, routing may be changed to "air" with additional charges at the shipper's expense. Foot Locker will have the right to require the vendor to:
- air freight the goods with the vendor paying the air/sea difference and/or;
- negotiate an FOB reduction to reimburse Foot Locker for the additional cost of airfreight.

Vendor must use Foot Locker approved carriers; FOB reduction will be calculated using current Foot Locker air and ocean rates and must be completed prior to exportation.

If the weight provided to Foot Locker increases from the original calculation, the vendor will be required to reimburse Foot Locker as outlined in Section 9 of this Manual.

This will be based on the difference from the estimated cost and actual cost. Please contact the International Trade Department for the revised FOB price.

PLEASE NOTE: Foot Locker reserves the right to cancel the purchase order without notice if Delivery of Merchandise has not been completed prior to the Cancel Date.

Factory loads are subject to the following minimums:

Container Size	Minimum	
45" dry	75 cbm	
40" high cube dry	65 cbm	
40' standard dry	55 cbm	
20' dry	28 cbm	

Equipment usage will be confirmed by APLL based on total volume of the proposed booking. In the event that equipment usage is in dispute, APLL will request approval from Foot Locker.

Containers/Trailers loaded with less than these minimums without prior approval from Foot Locker Logistics or the International Trade Department will result in a chargeback for the difference as outlined in Section 9 of this Manual.

It will be based on the difference between the minimum acceptable loadability and the Foot Locker per CBM rate multiplied by the per CBM rate.

- 20' containers are prohibited unless given prior approval by International Trade.
- Purchase orders and Invoices should not be split between containers.
- Containers/Trailers must be loaded in Division / Purchase Order / SKU sequence.

<u>Failure to comply with any of the above Factory Load requirements will result in a chargeback, per Section 9 of this Manual.</u>

- **Commercial Documents** must be submitted to the consolidator as per the guidelines on section 10-27.
- APLL/ K&N will issue an original **Forwarder's Cargo Receipt**, or an original House Airway Bill as outlined in section 10-28 10-29.

Late Shipments - Foreign & Non-Foreign Orders

Definition of Late Shipments for Foreign & Non-Foreign Orders:

- <u>Foreign Orders:</u> A Foreign Order is deemed late if shipment is not tendered to the named place on or before the Ship End Date as reflected on the purchase order or all documents as required are not executed in a timely manner which would:
- prevent timely U.S. Customs clearance or;
- prevent the shipment from sailing on the scheduled vessel.
- Non-Foreign Orders (a/k/a Landed): A "landed" order is deemed late if the routing request
 is not requested within 72 hours or the appointment is not requested within 48 hours of the
 Ship Complete date as reflected on the purchase order.

Foot Locker will have the right to require the vendor to:

- air freight the goods with the vendor paying the air/sea difference and/or;
- negotiate a discount for the late shipment.

Vendor must use Foot Locker approved carriers; FOB reduction will be calculated using current Foot Locker air and ocean rates.

PLEASE NOTE: Foot Locker reserves the right to cancel the purchase order without notice if Delivery of Merchandise has not been completed prior to the Cancel Date.

IMPORTANT: US and Canada Shipments with Bangladesh or Pakistan Origins.

Vendors are required to obtain the original bill of lading from the carrier with or without the DVC. In the case where a DVC was not provided, the FCR will be held until the DVC is submitted.

US: Pakistan

Canada: Bangladesh and Pakistan

After receiving the original bill of lading, copies of the customs documents along with the original bill of lading must be sent to Foot Locker's nominated forwarder (APLL: US,K&N: Canada).

COMPLIANCE STANDARDS

Factory Profile & Factory Evaluation

- Forms will be supplied by Foot Locker Sourcing.
- Return of the completed form <u>is required</u> from all factories/sub-contractors describing their operation and location.
- This form is required upon selection of the factory/sub-contractor.

This form must be completed and signed by an officer (no less than a Managing Director) of the factory or sub-contractor.

Transshipping

Transshipping is allowed for transportation purposes only and provided that the original country of origin, as listed on the purchase order, remains the same.

- Any change in the production of the merchandise must be communicated to the Foot Locker Sourcing, agent, buyer, and International Trade. Foot Locker Sourcing will authorize the change in production and amend Purchase Orders accordingly.
- Illegal transshipments in order to circumvent the authority of the U.S. Customs and Border Protection Agency ("CBP") or contradicts Foot Locker's policy.
- Any vendor that is listed by the CBP as participating in illegal transshipment may be excluded from participating in any future business with Foot Locker and existing orders cancelled.
- The buyer will be informed, and Foot Locker reserves the right to cancel the order based on a change in production.

Failure to do so will result in a chargeback, per Section 9 of this Manual.

General Requirements

Agency Agreements, Royalty Agreements, Copyright and Licensing Agreements

Copies must be forwarded and on file with the International Trade Department.

Foot Locker's Global Sourcing Guidelines Posting Requirements

It is contrary to Foot Locker's Global Sourcing Guidelines to purchase goods that are the result of child labor or forced labor (whether in the form of prison labor, slave labor, indentured labor, bonded labor). A copy of the Global Sourcing Guidelines is included in "Regulatory and Legal", Section 13 of this Manual. These Guidelines must be posted in a prominent location in any vendor's factory used to manufacture product for Foot Locker.

Merchandise provided by vendors that are made in violation of the Foot Locker Global Sourcing Guidelines is a breach of contract for which the PO may be cancelled, and damages assessed.

Purchase Order's Related Parties

- "Agents" and "Vendors" must be correctly identified on the purchase order.
- It is the agent's/vendor's responsibility to advise FLS if the companies on the purchase order are incorrectly identified.
- CBP requires that the International Trade Department of Foot Locker be aware of all participants in the transaction.
- If commercial documents or bookings are made by a different vendor than appears on the purchase order, approval for shipping will be delayed.

Advanced Shipping Notification (ASN)

Once the shipment is closed in ANDROMEDA, the ASN will automatically be generated and sent to the DC.

Additional Evaluation/Inspection Costs

Factory Audit Costs:

All new factories must be evaluated by Foot Locker Sourcing appointed audit service provider. A follow up audit to validate corrective actions may be required. An annual audit must be performed on existing/current factories. A debit note will be sent to the vendor for all audit and follow-up audit costs.

Inspection Costs:

If the merchandise fails an in-line or final inspection and as a consequence additional inspections are required, the vendor will be responsible for all costs incurred as a result of the additional inspection(s). Costs will include USD \$100 per business day plus all travel related expenses.

INVOICING FOR PAYMENT

Foot Locker Sourcing Asia

An original set of shipping documents, including an original merchandise invoice denominated in USD, and original FCR (for ocean) or AWB (for air), and a copy of the "DVC" (where required), to the Foot Locker Sourcing ("FLS") Asia Office for payment. Documents should be mailed to:

Regional Director- PMQC & Logistics Foot Locker Sourcing, Inc. Flat B, 9/F, KOHO, 75 Hung To Road, Kwun Tong, Kowloon, Hong Kong

FLS Asia will review the documents and approve within **three (3) business days**. Once approved, FLS will initiate the payment process.

FLS will enter the invoice into our financial system for payment and a wire transfer will be generated by FSC to pay the vendor **14 calendar days** from FLS's approval date.

CONTACTS

Contacts Global contacts (excluding-Europe, Middle East, and Africa "EMEA")

For Contact information please see Section 14 of this Manual.

DEFINITIONS

Business Days - Monday through Friday regardless of any holidays.

<u>Calendar Days -</u> Sunday through Saturday regardless of any holidays.