

# **Nordstromrack.com | HauteLook.com**

## Supplier Compliance Manual

Updated April 11<sup>th</sup>, 2017

SECTION 1 – INTRODUCTION..... 3

- Our Strategy..... 3
- How to Use This Manual..... 3
- Nordstrom Supplier Compliance Contact Information..... 4
- Children’s Safety Requirements ..... 4
- Labeling Requirements ..... 6
- Fur and Faux Fur Labeling..... 8
- Non Compliance ..... 9
- Nordstrom Partnership Guidelines..... 10

SECTION 2 – GENERAL REQUIREMENTS ..... 13

- EDI..... 13
- Scheduling a Delivery..... 13
- Transportation Terms and Conditions..... 14

SECTION 3 – PACKING SLIP AND CARTON REQUIREMENTS ..... 15

- Packing Slip Requirements ..... 15
- Carton Specifications ..... 15
- Carton Taping/Sealing ..... 16
- Packaging Guidelines ..... 16
- Carton Label Requirements ..... 16

SECTION 4 – PACKING AND LABELING..... 17

- Packing Materials..... 17
- Ticketing..... 17
- Hangers..... 17
- Polybag ..... 17

SECTION 5 – INVOICE AND PAYMENTS..... 18

- Invoice Requirements..... 18

SECTION 6 – PO TERMS AND CONDITIONS..... 19

- Terms and Conditions of Purchase Order..... 19

SECTION 7 – MISCELLANEOUS POLICIES..... 21

- Notice of Disclaimer..... 21

## SECTION 1 – INTRODUCTION

### Our Strategy

At Nordstromrack.com | HauteLook, our vendor/supplier relationships are a very valuable part of our business. We are dedicated to ensuring that our supplier standards are in conformity with those of the retail industry as a whole. We support Industry-wide technologies that utilize Universal Product Code (UPC), Electronic Data Interchange (EDI), Voluntary Inter-Industry Commerce Standards (VICS), and GS1 US standards. Currently our EDI program is under development. Once we are compliant and can receive Electronic Data interchange (EDI) we will update our website and reach out to you, our business partners.

The use of these technologies speeds the flow of merchandise through the supply chain, facilitating a rapid transfer of goods from our partners to our customers. This, in turn, allows Nordstromrack.com | HauteLook to continue to build a more successful and mutually profitable partnership with our suppliers.

#### Industry Standards References:

The following organizations serve as valuable resources for companies seeking information about EDI implementation and UPC labeling:

UPC Ticket Format and Marking Guidelines	GS1US <a href="http://www.gs1us.com">www.gs1us.com</a>
VICS EDI Mapping Guidelines	Voluntary Inter-Industry Commerce Standards (VICS) Guidelines for Floor Ready Merchandising <a href="http://www.vics.org">www.vics.org</a>
NRF Color and Size Codes	National Retail Federation (NRF) Standard Color and Size Handbook 202-783-7971 <a href="http://www.nrf.com">www.nrf.com</a>

### How to Use This Manual

This manual is intended to outline the shipping, packaging and invoicing requirements vendor/supplier partners must follow when doing business with Nordstromrack.com | HauteLook.

**Please note that the information in this manual is updated periodically and can change without notice.** We do not recommend that you print any section of this manual. Please refer to the online version of the Supplier Compliances manuals found at [www.nordstromsupplier.com](http://www.nordstromsupplier.com) to make sure you have the most current information available.

## Nordstrom Supplier Compliance Contact Information

The Supplier Compliance teams include all Nordstrom and HauteLook departments that provide input to our website [www.nordstromsupplier.com](http://www.nordstromsupplier.com). This includes the groups listed below. Questions regarding this manual should be directed to the **Nordstrom Supplier Hotline**.

**Nordstrom Supplier Compliance Hotline** (877-444-1313) and choose option 1 for **Floor Ready Management** or email [frm@nordstrom.com](mailto:frm@nordstrom.com) for inquiries regarding: Hangers, Tickets, Packaging, Cartons and Carton Labels and ASN questions.

**Nordstromrack.com | HauteLook** for inquiries regarding shipping notices, packing slips and delivery: Email [shipping@hautelook.com](mailto:shipping@hautelook.com).

**Nordstromrack.com | HauteLook Invoice and Payment inquiries:** Email the following and reference the PO number.

[ApparelAPTeam@hautelook.com](mailto:ApparelAPTeam@hautelook.com) (men's and women's, no kids)

[KidsAP@hautelook.com](mailto:KidsAP@hautelook.com) (All kid's merchandise)

[Shoes.HandbagsAP@hautelook.com](mailto:Shoes.HandbagsAP@hautelook.com) (men's and women's accessories, no kids)

[JewelryAP@hautelook.com](mailto:JewelryAP@hautelook.com) (jewelry, watches and accessories)

[HomeAP@hautelook.com](mailto:HomeAP@hautelook.com) (home goods)

[BeautyAP@hautelook.com](mailto:BeautyAP@hautelook.com) (beauty)

## Children's Safety Requirements

All children's garments, toys, jewelry, bedding, etc., must be tested for safety. All children's items sold to Nordstrom must conform to existing U.S. laws and regulations and to any additional Nordstrom requirements. Children's items that do not meet these standards will fail the quality audit, resulting in offset fees.

### Federal Resources

[Federal Trade Commission](#) (FTC)

[U.S. Consumer Product Safety Commission](#) (CPSC),

- Soft Bedding: [Safety Alert](#) and [Revised Recommendations](#)

[Code of Federal Regulations](#) (CFR),

- Snug Fitting Requirements: ([CFR 1615.1](#))

### Children's Product Testing Guidelines (Children's Jewelry, Hair Accessories and Watches)

Nordstrom expects all of its suppliers to comply with the applicable laws and regulations of the United States and those of the respective country of manufacture or exportation. Nordstrom suppliers are expected to review, understand and comply with these laws and regulations. Congress and the Consumer Product Safety Commission are currently discussing what standards may need to be in place for children's products containing cadmium. Additionally, there is sufficient legislative activity at the federal level, including the introduction of the Children's Toxic Metals Act, to reasonably believe that a limitation on cadmium (and other metals, such as barium and antimony) in children's products, specifically jewelry, may soon apply to children's products. Because there is currently no United States standard for cadmium in children's jewelry, as of April 1, 2010, and until a definitive U.S. standard is adopted, Nordstrom requires that all children's jewelry, hair accessories and watches pass the European Union standard for testing for migration of certain chemicals, including cadmium established under EN71-3 ([http://ec.europa.eu/growth/sectors/toys/index\\_en.htm](http://ec.europa.eu/growth/sectors/toys/index_en.htm)).

## Nordstrom Safety Requirements

An outline of federal standards and additional Nordstrom safety requirements is available online at [www.nordstromsupplier.com/NPG/productintegrity.html](http://www.nordstromsupplier.com/NPG/productintegrity.html), under the Apparel category, click on "Performance Specifications". This webpage includes information about the following children's safety issues:

- Drawstrings, ribbons and bows
- Sharp points
- Small parts
- Lead content
- Flammability
- Toxicity
- pH
- Formaldehyde level
- Pumice stones
- Soft bedding

## Safety Data Sheet (SDS)

A completed SDS (formerly MSDS – Material Safety Data Sheet) sheet must be sent to 808 Traffic (808traffic@nordstrom.com) prior to shipping "hazardous materials". Click here for an example [SDS](#) Sheet. All sections must be completed including:

- Transportation
- Identification
- Hazard(s) identification
- Fire-fighting measures
- Accidental release measures

Physical and chemical properties:

- Disposal considerations

This information can be found on the United States Department of Labor Website:

<https://www.osha.gov/Publications/OSHA3514.html>

A hazardous material is defined as a substance or material that has been determined by the Department of Transportation to be capable of posing an unreasonable risk to health, safety and property when in transportation. Materials that are hazardous to the environment (i.e., hazardous substance, hazardous wastes, and marine pollutants) are also regulated.

Hazardous Materials include but are not limited to many home surface cleaners, cosmetics, home diffusers, aerosols, anything containing a lithium battery.

## Lithium-ion, Lithium Metal or Rechargeable Batteries

Effective February 6, 2015 The Department of Transportation (DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA), in consultation with the Federal Aviation Administration (FAA), has modified the requirements governing the transportation of batteries containing lithium-ion or lithium metal or rechargeable batteries. This final rule revises hazard communication and packaging provisions for lithium batteries and harmonizes the Hazardous Materials Regulations (HMR) with applicable provisions of the United Nations (UN) Model Regulations, the International Civil Aviation Organization's Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO Technical Instructions) and the International Maritime Dangerous Goods (IMDG) Code. The HM224F affects the process of how we ship your merchandise to our customers. ). Full details of these requirements are available at [www.phmsa.dot.gov reference "79 FR 46011 – Final Rule](http://www.phmsa.dot.gov/reference/79%20FR%2046011%20-%20Final%20Rule).

Lithium Battery Communication:

[http://www.nordstromsupplier.com/Content/SC\\_Manual/VendorComm/Nordstrom%20Battery%20Information%20Requirement%20Form\\_April\\_2015.pdf](http://www.nordstromsupplier.com/Content/SC_Manual/VendorComm/Nordstrom%20Battery%20Information%20Requirement%20Form_April_2015.pdf)

Nordstrom requires the following information be provided prior to shipping these batteries to Nordstrom:

- Company name, address and contact information
- Product name
- UPC
- Number of Batteries inside item
- Number of Batteries outside item
- Battery Type
- Watt Hours per battery or cell
- Number of Grams per battery
- Battery passed UN Testing Criteria (UN38.3)
- Number of Batteries Shipped Outside the Product
- Hazmat UN Number

It is the responsibility of the person who initiates the shipment of a material to determine (or seek assistance to determine) if the material meets the definition of a hazardous material. Each supplier, prior to shipping product to Nordstrom, is required to know if the product meets this definition. Nordstrom requires an SDS sheet that includes the completed transportation section for any product that meets this definition and is therefore regulated as a hazardous material by the DOT be sent to us prior to shipping the product to any of our facilities.

## Labeling Requirements

Nordstrom requires that all labeling meet current U.S. Federal Trade Commission (FTC) requirements and be in compliance with all U.S. Customs Service regulations. It is the responsibility of the supplier to understand and apply all labeling rules and requirements.

For further information about federal labeling requirements contact the FTC at [www.ftc.gov](http://www.ftc.gov) or (202) 326-3553.

**Items that are not labeled in accordance with all current U.S. laws and regulations will fail the quality audit, resulting in offset fees.**

## Textiles, Wool and Fur

For information about other labeling requirements for textiles, wool and fur (including fiber content, country of origin, etc.), consult the FTC's [Textile Products Identification Act](#) webpage and the FTC's Facts for Businesses: [Threading Your Way Through the Labeling Requirements Under the Textile and Wool Acts](#).

## Apparel

It is imperative that any apparel product sold to Nordstrom be correctly labeled with the following information:

- Country of origin
- Fiber content
- Company Name or Registration Number (RN#)
- Complete and accurate care instructions

**Care Instructions:** For information about writing a care label, please consult the FTC's Facts for Businesses: [Clothes Captioning: Complying with the Care Labeling Rule](#).

### Miscellaneous Apparel Labeling Points:

- **Button Bags:** A paper button bag is preferred to plastic. We encourage suppliers to affix extra buttons to the inside seams of garments
- **Dye Lots:** At the request of the Nordstrom.com Buyer, suppliers may be required to identify dye lots on their labels. Suppliers will receive advance notification if this is necessary
- **Vendor Logo Labels:** Vendor logo labels must be legible and permanent

## Footwear

It is imperative that any footwear product sold to Nordstrom be correctly labeled with the following information:

- Country of origin
- Content (if textile or leather)

For additional information about footwear labeling resources and Nordstrom policy, please consult [www.nordstromsupplier.com/NPG/productintegrity.html](http://www.nordstromsupplier.com/NPG/productintegrity.html) (click on "Quality & Manufacturing" and then "General Labeling Requirements").

## Accessories

It is imperative that any accessories product sold to Nordstrom be correctly labeled with the following information:

- Country of origin
- Content (if textile or faux leather)
- Complete and accurate care instructions (excluding handbags and hats)

## Care Instructions

For information about writing a care label, please consult the FTC's Facts for Businesses: [Clothes Captioning: Complying with the Care Labeling Rule](#)

For additional information about accessories labeling resources and Nordstrom policy, please consult [www.nordstromsupplier.com/NPG/productintegrity.html](http://www.nordstromsupplier.com/NPG/productintegrity.html).

## Jewelry

[Jewelry Guides](#) are available on the FTC website. Information about the care and cleaning of jewelry items is available at the websites of the [American Gem Trade Association](#) (AGTA) and the [Gemological Institute of America](#) (GIA).

## Wool

Any product made from or that contains wool must comply with the Wool Products Labeling Act and Rules (exceptions include rugs, carpets and upholsteries). They must disclose wool fibers by percentage of weight; indicate the name of manufacturer or RN number and the label to show the country where wool product was processed or manufactured in accordance with the requirements of the Wool Act and Rules.

## Bamboo

Products can only be marketed as 'bamboo' if they are made from actual bamboo which has only been mechanically processed. For example, hard goods that are made of the bamboo plant can be labeled and marketed as a bamboo product.

Apparel and other textile products that are made from fibers derived from bamboo must be correctly labeled as 'rayon from bamboo' or 'viscose from bamboo,' or even more simply as 'rayon' or 'viscose.'

## Made in the USA

For product to say 'Made in USA,' all or virtually all of the product must be made in the US (i.e., made from US parts and assembled in the US). Manufacturers are responsible for making sure that products labeled and marketed as 'Made in the USA' meet the requirements to make that claim or are properly qualified. A product that has been 'Assembled in USA' does not necessarily mean that the product has been 'Made in USA.'

## Fur and Faux Fur Labeling

Every fur and faux fur product you sell to Nordstrom must comply with state and federal laws and regulations on fur and faux fur labeling. Nordstrom expects you to properly label all fur and faux fur products including footwear, accessories, handbags, hats, scarves, wraps, gloves, pillows, throws and rugs.

### Real Fur

Products containing real fur (including shearling, calf hair and pony hair) must be labeled with:

- The name(s) of the animal(s) that produced the fur
- The name of the country of origin of any imported furs used in the fur product
- The words: 'Real Fur' or 'Genuine Fur'; please note indicating that the fur is '100%' or 'Natural' is not an acceptable substitution for the words 'real' or 'genuine'
- All other information required by fur labeling and other applicable regulations

NOTE: Nordstrom does not accept any products made from or containing Asiatic Raccoon (raccoon dog or finn raccoon) fur; Nordstrom only accepts raccoon fur originating from North America.

When Nordstrom sets up fur product in our systems, suppliers will be asked to provide a letter from the furrier certifying the following information:

- Common name of the animal
- Genus and species of the animal
- Country of origin of the fur
- Country of manufacture of final product (e.g., 'Made in')
- VPN (Vendor Product Number/Style) of the fur product

### Faux Fur

Products containing Faux Fur must be labeled with:

- The words: 'Faux Fur'
- All other information required by the textile and/or wool labeling and other applicable regulations



## Non Compliance

Vendors not meeting these labeling or content requirements are subject to RTVs, fees and/or chargebacks, at Nordstrom's discretion, pursuant to our purchase order terms and conditions. In addition, the purchase order terms and conditions require vendor/suppliers to defend and indemnify Nordstrom against any claims, fines, or lawsuits arising from product issues such as these labeling requirements.

The links below may be helpful, but are not intended as an all-inclusive resource for compliance guidance. The supplier is responsible for complying with all regulations for all states and countries.

### **Federal Textile and Wool Acts:**

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

### **Federal Fur Product Labeling Act:**

<https://www.ftc.gov/node/119458>

### **New York:**

<http://law.justia.com/codes/new-york/2013/qbs/article-26/399-aaa>

### **Massachusetts:**

<http://www.mass.gov/legis/laws/mgl/94-277a.htm>

### **New Jersey:**

[http://www.njleg.state.nj.us/2008/Bills/PL09/156\\_.PDF](http://www.njleg.state.nj.us/2008/Bills/PL09/156_.PDF)

### **Delaware:**

<http://delcode.delaware.gov/title6/c025/sc01/index.shtml>

[Fur Labeling Vendor Communication](#)

## **Nordstrom Partnership Guidelines**

### **STANDARDS FOR OUR BUSINESS SUPPLIERS**

At Nordstrom, we recognize that our success is based on the quality of our relationships with customers, employees, agents, suppliers and communities. To maintain the high caliber of these relationships and to achieve our goal of always providing the best-value product in the most equitable manner, we have established standards for our business suppliers. In communicating these guidelines, we hope to identify potential suppliers who share our commitment to quality products, quality business principles and quality community relationships.

We will only engage business suppliers who demonstrate a commitment to contribute to the improvement of working conditions and strive to meet our requirements stated in the Nordstrom Partnership Guidelines.

### **LEGAL REQUIREMENTS:**

Nordstrom expects all its business suppliers ("suppliers" as used in these Partnership Guidelines must include all agents, vendors, manufacturers, factories and subcontractors) to comply with all applicable laws and regulations of the United States and those of the respective country of manufacture or exportation, including, but not limited to, the Fair Labor Standards Act (Department of Labor Monitoring Guide), International Labor Organization (ILO) Conventions and the United Nations (UN) Guiding Principles on Business and Human Rights. All products must be accurately labeled and clearly identified as to their country of origin and content. The language to be used for purposes of notice and interpreting the meaning of these guidelines must be English. For more information on these other requirements, please visit [www.nordstromsupplier.com](http://www.nordstromsupplier.com).

### **CHANGE OF CONTROL:**

Suppliers must notify Nordstrom in writing if ownership, location, sale or purchase of any factory that houses Nordstrom production changes. All of the above requires the factory to undergo the New Supplier setup process.

### **SUBCONTRACTING:**

Suppliers must not subcontract any portion of the manufacturing process without written approval prior to production. As a condition of approval, subcontractors must agree to comply with the Partnership Guidelines.

### **DOCUMENTATION & INSPECTION:**

Nordstrom will review and may terminate its relationship with any supplier who is unwilling or unable to comply with the Partnership Guidelines. Nordstrom monitors compliance with our Partnership Guidelines and undertakes onsite inspections of suppliers' factories. Factories must be transparent and maintain all accurate documentation on file. Factories must authorize Nordstrom representatives and designated third-party monitors to engage in announced and unannounced monitoring activities to ensure compliance, including confidential worker interviews.

### **ANTI-CORRUPTION:**

Nordstrom expects all of its suppliers to comply with all applicable laws relating to bribery, money laundering and/or corruption, including, but not limited to, the Foreign Corruption Practices Act (FCPA), Corruption of Foreign Public Officials Act of Canada and the U.K. Bribery Act (Anti-corruption Laws). Suppliers must further have and maintain policies, programs, trainings and record-keeping practices in place to comply with all applicable Anti-Corruption Laws and prevent unlawful payments made for the purpose of obtaining or retaining business. If requested, suppliers must provide Nordstrom with reasonable assistance to perform any activities required by any government or agency in a relevant jurisdiction for the purpose of anti-corruption compliance.

**CUSTOMS COMPLIANCE:**

Suppliers will comply with U.S. and Canada Customs importing laws and, in particular, will establish programs and maintain documentation to support country-of-origin production verification and preferential trade claims. Suppliers will comply with international supply-chain security requirements and criteria per U.S. Customs-Trade Partnership Against Terrorism (C-TPAT) and Canada Partners in Protection (PIP). Suppliers are subject to audits and corrective action plans as applicable.

**CHILD LABOR:**

Factories will not employ anyone: under the age of 15, under the minimum age as established by applicable law in the country of manufacture, under the age of completing compulsory education, whichever is older. Factories must not expose anyone under the age of 18 to situations that are hazardous, unsafe or unhealthy, and will provide adequate protection from exposure to such conditions and materials. Factories must also have established procedures for age verification as part of their hiring process. Refer to ILO Conventions 138 and the UN Convention on the Right of the Child.

**FORCED LABOR:**

Nordstrom will not conduct business with any supplier that uses involuntary labor of any kind; including prison labor, indentured labor, bonded labor or labor obtained through human trafficking, coercion, or slavery. Workers must not be restricted from movement or required to lodge "deposits" or identity papers upon commencing employment with the company. Refer to ILO Conventions 29 & 105.

**HARASSMENT & ABUSE:**

Suppliers must treat every worker with dignity and respect. Workers must not be subject to physical, sexual, psychological or verbal harassment or abuse. Suppliers must not use monetary fines as a disciplinary practice. Furthermore, workers must be free to voice concerns to Nordstrom or Nordstrom-appointed staff, without fear of retaliation by factory management. Refer to UN Guiding Principles 29 & 31.

**WAGES & BENEFITS:**

Wages, overtime and legally mandated benefits must be paid regularly, on time, with documentation and accordance to applicable laws. Employers must pay at least the minimum wage, the industry wage or the wage negotiated in a collective agreement, whichever is higher. Suppliers must not deduct wages that are not provided for by applicable local law. Suppliers are encouraged to pay workers a wage that meets basic needs and provides discretionary income. Refer to ILO Conventions 95 & 131.

**HOURS & OVERTIME:**

Workers' hours should not extend past 60 hours per week or above the local law. All overtime work must be voluntary and at a compensated rate per local law. Workers should be allowed one day off in seven. Refer to ILO Convention 14.

**HEALTH & SAFETY:**

Suppliers must provide safe, hygienic, and healthy working conditions. This includes written standards that comply with local laws. This includes safety standards related to building structure, electrical safety, fire safety, chemical safety, sanitation, emergency preparedness, first aid, personal protective equipment and other safety policies. Refer to ILO Convention 187.

**NONDISCRIMINATION:**

Suppliers must not discriminate in employment practices, including recruiting, hiring and promoting qualified people of all backgrounds, regardless of sex, race, color, national origin, religion, age, marital status, pregnancy, physical or mental disability, political opinion, personal characteristics and beliefs, sexual orientation, gender identity or any basis protected by local law. Refer to ILO Conventions 100 & 111.

**FREEDOM OF ASSOCIATION:**

Suppliers will respect workers' rights to freedom of association and collective bargaining. Refer to ILO Conventions 87, 98, and 154.

**ENVIRONMENT:**

Suppliers must comply with all applicable environmental laws and regulations in the country of operation. In addition, suppliers must have policies and procedures in place to manage and minimize environmental impacts to energy, air, emissions and water, and safely store, prevent or mitigate releases of chemicals and hazardous materials.

**CONFLICT MINERALS & THE KIMBERLEY PROCESS:**

Nordstrom expects all of its suppliers to share its commitment to responsible sourcing and requires suppliers to adhere to all responsible sourcing regulatory requirements. Suppliers must comply with applicable laws and regulations relating to responsible sourcing, including the sourcing of Conflict Minerals and diamonds. Section 1502 of the Dodd-Frank Act relates to the responsible sourcing of Conflict Minerals, which include: tin, tantalum, tungsten and gold (collectively "3TG") mined in conditions of armed conflict and human rights abuses in the Democratic Republic of the Congo (DRC) or its adjoining countries. Under Section 1502, applicable suppliers must confirm the source of 3TG used in their products. The Kimberley Process resolution relate to the responsible sourcing of diamonds and requires that the seller guarantees that diamonds are conflict-free based on personal knowledge or a written guarantee provided by the supplier of the diamonds and stated on all invoices. See our Conflict Mineral Policy (PDF).

**ANIMAL WELFARE:**

Suppliers must adhere to codes of practice that meet or exceed International, National and State Government, and best practice standards for animal welfare.

**INTELLECTUAL PROPERTY:**

Nordstrom respects the intellectual property (IP) rights of others and expects the same of its suppliers. Unauthorized copying of third parties' designs or prints is not acceptable. Any authorized use of another's IP and the transfer of proprietary information must be handled in a secure manner that protects the IP and rights of the IP owner, Nordstrom and its suppliers. Nordstrom's trademarks, logos and proprietary work may only be used to fulfill contracted services, and shall not be released to any other party unless preapproved in writing by Nordstrom.

## SECTION 2 – GENERAL REQUIREMENTS

<b>Packing Slip:</b>	Create one packing slip per PO. (Refer to <i>Section 3</i> for Pack Slip requirements.)
<b>Standard Carton Sizes:</b>	Pack in conveyable corrugated carton following the recommended carton size. (Refer to <i>Section 3</i> for carton specifications.)
<b>Packing:</b>	Pack each purchase order separately. Shipping cartons should be packed one style, color and size (SKU) per carton. (Refer to <i>Section 4</i> for additional packing requirements.)
<b>Items:</b>	All items must be individually polybagged and have a UPC label attached to the outside of each polybag. (Refer to <i>Section 4</i> for item labeling requirements.)
<b>Shoes:</b>	Each individual shoebox must be rubber banded unless it is lip-locked. (Refer to <i>Section 4</i> for details.)

### EDI

Nordstromrack.com | HauteLook is currently in the development phase of EDI and cannot send PO's electronically. More information will be provided as soon as it is available.

For suppliers who are doing business with both nordstromrack.com | HauteLook and Nordstrom Rack brick and mortar please refer to Section 2 of the [Full Line/Rack Compliance Manual](#) regarding EDI, UPCs and Catalog as you will be required to become EDI compliant.

### Scheduling a Delivery

Nordstromrack.com | HauteLook must receive an emailed shipping notice with an attachment of the packing slip at least 48 hours before the shipment will arrive. Shipments over 50 cartons delivered without an appointment may be refused and scheduled for delivery the following day. All POs must ship complete by the "Cancel if not Ship by Date" date given on the PO. The shipping notice must include the following:

- Nordstromrack.com | HauteLook Purchase Order (PO) number in the subject line
- Attachment of the Packing slip
- The total number of cartons in shipment
- Number of pallets and dimensions of the pallets
- Total weight of the shipment
- Carrier and class of freight selected
- Shippers contact information including address and phone number
- Estimated day/time of delivery
- Tracking numbers for parcel shipments; Pro number for LTL shipments;
  - BOL for Full load shipments

For local pick up for the **San Bernardino Fulfillment Center (SBFC)** call:

Shipping Department

Phone: 909-333-7700, (request the Receiving Department)

Email: [shipping@hautelook.com](mailto:shipping@hautelook.com)

**San Bernardino Fulfillment Center (828)** Address:

Nordstromrack.com | HauteLook

17335 Glen Helen Pkwy

San Bernardino, CA 92407

For Delivery appointments in the New York/New Jersey area:

Claudia Sales

Phone: 201-624-2170 (ext 206)

Email: [shipping@hautelook.com](mailto:shipping@hautelook.com)

**East Coast Fulfillment Center Address (591):**

HauteLook C/O Bergen Logistics

Building 1

7300 Westside Ave

North Bergen, NJ 07047

For Delivery appointments to Bergen Logistics – West, Southern California area:

Jose Enriques

Phone: 323-490-1075 (ext 307)

Email: [shipping@hautelook.com](mailto:shipping@hautelook.com)

**West Coast Fulfillment Center Address:**

HauteLook C/O Bergen Logistics – West

15905 Commerce Way

Cerritos, CA 90703

## Transportation Terms and Conditions

- The shipping mode specified in any purchase order must be adhered to unless permission to deviate is given by Purchaser's Buyer
- Notwithstanding any agreement to pay freight or other transportation charges, delivery will not be deemed complete and all risk of loss shall remain with Seller until the merchandise has been actually received and accepted by Purchaser
- All C.O.D. shipments will be refused
- All LTL shipments should be pallet loaded
- All full loads should be floor loaded and a trailer drop. No live unloads for full trailers

## SECTION 3 – PACKING SLIP AND CARTON REQUIREMENTS

### Packing Slip Requirements

Create one packing slip per PO. All packing slips must be attached to and removable from, the outside of the lead carton and clearly marked “Packing Slip Enclosed”.

Ship To name & address:

**Nordstromrack.com | HauteLook**  
**17335 Glen Helen Parkway**  
**San Bernardino, CA 92407**

or

**HauteLook C/O Bergen Logistics**  
**Building 1**  
**7300 Westside Ave**  
**North Bergen, NJ 07047**

or

**HauteLook C/O Bergen Logistics - West**  
**15905 Commerce Way**  
**Cerritos, CA 90703**

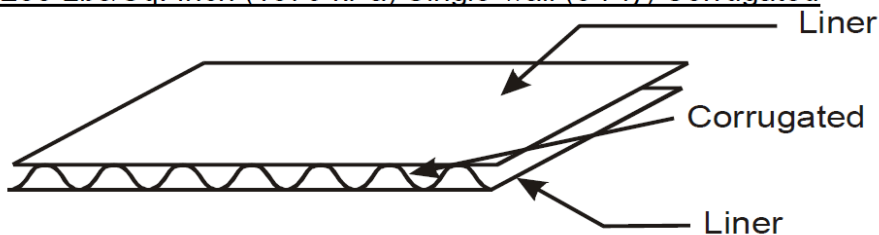
- Nordstrom and HauteLook PO numbers
- Description of goods
- Total number of cartons
- Total number of units per style/color/size by carton
- Total units by PO/Transfer

**Note:** Once EDI Compliant GS1-128 Label is used to receive cartons, a pack slip will not be required.

### Carton Specifications

Shipping cartons must be constructed of corrugated cardboard with a minimum bursting strength of 200 lbs per square inch (18 kg/cm) to prevent crushing.

200 Lbs/Sq. Inch (1379 kPa) Single-wall (3 Ply) Corrugated



Do not ship any single carton larger than the maximum dimension and weight:

- Maximum carton weight is 55 Lbs.
- Maximum dimensions are 33” long by 20” wide by 20” high. Preferred box sizes:
  - 24”x14”x4”
  - 24”x14”x7”
  - 24”x14”x14”

Shipping in envelopes, jiffy, burlap or plastic bags is not acceptable. Pack in a manner that maximizes carton space and minimizes damage during shipping. Over-packaging can cause carton bulging and under-packaging can cause carton crushing.

If your product type requires cartons that exceed these size and weight requirements, you must contact [shipping@hautelook.com](mailto:shipping@hautelook.com) for approval to ship with oversize cartons.

For oversized cartons, weight and dimensions must be written on the outer carton in letters 1.5 inches.

## Carton Taping/Sealing

Cartons must be sealed using the following requirements:

- Cartons (top and bottom) must be sealed with one type of tape
- Use 2" or 3" (inch) patterned vinyl tape or paper-reinforced security tape
- It is not acceptable to use cellophane or clear tape or to seal with bands, string, straps or any sealant other than tape
- Tape must be moisture/temperature resistant and have an adhesive quality that resists drying in transit
- The tape pattern may be anything that will make it easier to determine that the carton seal has been broken or tampered with

## Packaging Guidelines

Careful packaging is essential to assure safe delivery of your product. These guidelines do not supersede or absolve the Supplier's responsibility for providing proper protective packaging.

## Carton Label Requirements

### Carton Label Requirements for NON-EDI Shipments

- Carton markings must be large enough to be easily read.
- Mark one end and one side of each carton with the following information:
  - Ship to Address
  - Carton number (format = X of Y)
  - Nordstrom and HauteLook PO number
  - Total pieces per carton
  - "Fragile" (if applicable)
  - "Samples" (if applicable)
  - "Hazardous Materials" (if applicable)

### GS1-128 Shipping Label (For EDI Shipments)

In accordance with GS1 US, Nordstrom's label requirements follow standard GS1/EAN SSCC-18 common label formats. Detailed information about the SSCC-18 data structure and associated GS1/EAN-128 symbol can be found online at [www.gs1us.org](http://www.gs1us.org).

### GS1/EAN 128 Requirements

- Ship-to address
- Ship-to postal code
- Shippers name and address
- Carrier name
- Pro-number (preferred, but optional) \*Required in EDI 856 Data.
- Bill of Lading – If not available, leave blank \*Required in EDI 856 Data.
- Purchase order number
- Department number
- Store number
- Store barcode
- 20 Digit SSCC number: Include barcode and human readable
- The label must be 4" x 6" (105mm x 148mm) conforming to GS1 standards



## SECTION 4 – PACKING AND LABELING

Pack each purchase order separately. Pack and ship in conveyable corrugated cartons. (Refer to *Section 3* for carton requirements). Pack one SKU per carton (style, color, size). Small quantities may be packed by VPN (vendor product number/style number); mark carton as “Mixed SKU”.

### Packing Materials

HauteLook is an environmentally responsible company. We encourage the use of environmentally sensitive packaging materials (recycled and recyclable). Avoid excess packaging by using material that maximizes protection while minimizing environmental impact.

#### Acceptable Packaging Materials

Anti-mold chips, cardboard partition/dividers, cardboard fittings, corrugated cardboard, and Kraft paper. The use of molded polystyrene, bubble wrap, micro-foam, Instapak foam packaging, and inflated polyethylene air packets is tolerated, but discouraged as it is increasingly difficult to dispose of these items.

#### Unacceptable Packaging Materials

Silica packs, expanded polystyrene loose fill ‘peanuts’, straw, fiberglass, real popcorn, hard plastic, newspaper, bamboo, plastic shoe forms, plastic shoe sticks, foam dividers and liners in clothing and shoes.

### Ticketing

All goods shipped to Nordstromrack.com | HauteLook must have UPC bar-code attached to the item. In addition to having a UPC attached to the item, each polybag must be labeled with style/color/size.

### Hangers

Do not ship merchandise on or with hangers. **ALL** merchandise must be shipped flat.

### Polybag

All merchandise must be individually polybagged. Units sold as sets and using one UPC number must be packed in the same polybag. The polybag must be sealed securely so that merchandise remains in the polybag at all times.

Polybags must be made of clear, BHT-free polyethylene (poly) and have a minimum thickness of 1.25 mil.

All polybags with openings greater than 5” must be marked with the following Safety Warning, printed in black and in a font size that is at least 20-points. The warning label is required to be in English, French and Spanish:

**WARNING: TO AVOID DANGER OF SUFFOCATION, KEEP THIS BAG AWAY FROM BABIES AND CHILDREN. DO NOT USE IN CRIBS, BEDS, CARRIAGES OR PLAYPENS. THIS BAG IS NOT A TOY**

**AVERTISSEMENT: POUR EVITER TOUT DANGER DE SUFFOCATION, GARDEZ CE SAC HORS DE LA PORTÉE DES BÉBÉS ET DES ENFANTS. NE PAS UTILISER DANS UN LIT D’ENFANT, LITS, LANDAUS OU PARCS POUR BÉBÉS. CE SAC N’EST PAS UN JOUET.**

**PRECAUCION: PARA EVITAR EL PELIGRO DE ASFIXIA, MANTENGA ESTA BOLSA LEJOS DE BEBÉS Y NIÑOS. NO LA USE EN CUNAS, CAMAS, CARREOLAS O CORRALES DE JUEGO. ESTA BOLSA NO ES UN JUGUETE.**

## SECTION 5 – INVOICE AND PAYMENTS

Upon shipment of merchandise, please e-mail invoices with a reference to the PO number in the subject line to the appropriate e-mail attribute. Direct any correspondence related to invoicing and payment to the following e-mail distributions along with a reference to the PO number you are inquiring about.

[ApparelAPTeam@hautelook.com](mailto:ApparelAPTeam@hautelook.com) (men's and women's, no kid's)

[KidsAP@hautelook.com](mailto:KidsAP@hautelook.com) (all kid's merchandise including accessories)

[Shoes.HandbagsAP@hautelook.com](mailto:Shoes.HandbagsAP@hautelook.com) (men's and women's accessories only)

[JewelryAP@hautelook.com](mailto:JewelryAP@hautelook.com) (jewelry, watches and accessories)

[HomeAP@hautelook.com](mailto:HomeAP@hautelook.com) (home goods)

[BeautyAP@hautelook.com](mailto:BeautyAP@hautelook.com) (beauty)

### Invoice Requirements

Nordstromrack.com | HauteLook requires one invoice per PO, or one invoice per shipment if multiple shipments per PO. Please reference the following information on your invoices:

- Purchase Order Number
- Invoice Date (should be the ship date of the merchandise)
- Unique Invoice Number
- Payment Terms
- Style Numbers and Number of Units per style
- Unit Cost and Total Cost per style
- Total Units Shipped (per invoice)
- Total Cost

Nordstromrack.com | HauteLook issues payment via check. Factors that could result in payment delays include:

- Delays in fully receiving your merchandise (as payment processing cannot begin until inventory has been fully received at our fulfillment center)
- Failure to submit invoices to the appropriate e-mail address with reference to the Purchase Order number in the subject line
- Any associated issues matching your invoice to the Purchase Order and to the receiving details, which may require further communication and follow up

Mail float; please wait to contact our Accounts Payable department with payment inquiries until five business days after payment due date.

## SECTION 6 – PO TERMS AND CONDITIONS

### Terms and Conditions of Purchase Order

1. The following terms and conditions are a part of each purchase order submitted by HauteLook or NordstromRack.com (as part of Nordstrom, Inc.) and are binding upon Seller, and can be modified by Purchaser at any time. Purchaser's objection to different or additional terms shall not be waived by acceptance of any merchandise or by payment of any invoice. Acceptance of a HauteLook purchase order, or shipment of merchandise or performance of work in connection therewith, constitutes Seller's agreement to all of the terms and conditions set forth herein.
2. Purchaser may utilize purchase orders in writing, by facsimile or by electronic transmission. Verbal orders will not be valid unless confirmed with a written or electronic purchase order. Purchaser will not assume liability for any merchandise shipped to it by Seller prior to receipt by Seller of a duly authorized purchase order.
3. In the event Seller is unable to deliver any part or all of the merchandise called for by any purchase order, Seller agrees to notify the Purchaser immediately. Such notice will not limit the remedies available to Purchaser or the liability of Seller for nonperformance.
4. Purchaser may refuse delivery or return the merchandise for: a) Merchandise which is not as represented or as warranted, b) Merchandise which is recalled for any reason.
5. If a shipment, or any portion of a shipment, is determined to include merchandise that is defective or otherwise subject to return as set forth above, the entire shipment or portion may be rejected and returned to Seller at Seller's cost. At the option of the Purchaser in its sole discretion, any rejected or returned merchandise or shipment shall be subject to refund at Seller's cost. Payments for merchandise prior to inspection shall not constitute acceptance and Purchaser reserves the right to hold for Seller or return to Seller, at Seller's expense, any rejected merchandise.
6. Seller warrants that the merchandise shipped under any purchase order is fit and safe for the use for which it was manufactured, and that said merchandise or the resale thereof by Purchaser does not and will not violate any laws, regulations, orders or ordinances of the country of origin or of the United States or any state or any agency or political subdivision thereof.
7. Seller warrants that it does not and will not in violation of applicable law, custom or practice discriminate in hiring on the basis of race, color, national origin, gender, religion or sexual orientation, or utilize child labor, prison labor, indentured or bonded labor, or labor obtained through human trafficking or slavery in the operation of its business, or participate in any payment or authorization practices in violation of the Federal Foreign Corrupt Practices Act.
8. Seller warrants that the merchandise shipped under any purchase order, including packaging and labeling: was labeled, produced and processed in accordance and in strict compliance with any and all applicable laws, regulations, orders and ordinances of the country of origin and of the United States and any state, or any agency, including without limitation any applicable rules of the Federal Trade Commission, or political subdivision thereof, including without limitation any applicable environmental or hazardous substance laws and regulations; does not and will not, and will be produced in a manner that does not and will not, infringe or violate any intellectual property or other proprietary rights, or utilize any manufacturing or administrative process that would infringe or violate any such right, and Seller has not received any notification of and has no knowledge of any basis upon which a third party could claim or contest the intellectual property in Seller's merchandise; and is accurately labeled and clearly identifies the country of origin.
9. Seller agrees to defend (with counsel acceptable to Purchaser), indemnify and save harmless the Purchaser from any and all claims, suits, fines, liabilities, damages, losses or expenses, including attorneys' fees and costs, asserted against or incurred by Purchaser by reason of, or arising out of or occurring in connection with any breach or alleged breach of any of these terms and conditions, or any representations or warranties of Seller made herein or in any purchase order or otherwise, the possession or use of Seller's merchandise by customers of Purchaser or others, the transportation or shipping of any merchandise covered under this Purchase Order authorized by or

in Seller's control; any warranties related to, quality standards, manufacture of or defects in the products covered by this Purchase Order. For purposes of this provision, "Seller" shall be deemed to include Seller, its representatives, servants, agents, subcontractors and employees. Seller shall not, without the prior written consent of Purchaser, settle or compromise any action, suit, proceeding or claim in which Purchaser is named as a party, or consent to the entry of any judgment in any such matter. All indemnification obligations of Seller hereunder shall survive termination or cancellation of any purchase order. Seller agrees that Purchaser may maintain records of Seller's compliance with the representations and warranties of Seller made in any purchase order or otherwise. Seller agrees to maintain insurance in full force and effect to fulfill Seller's indemnification obligations hereunder, and upon request, furnish Purchaser with certificates of insurance evidencing coverage for Commercial General Liability Insurance including Contractual and Products Liability, on an occurrence basis, with at least \$2,000,000 combined single limit per occurrence, and in the aggregate. By requiring insurance herein, Purchaser does not represent that coverage and limits will be adequate to protect Seller and such coverage and limits shall not be deemed as a limitation on Seller's liability hereunder.

10. Seller may have access to certain commercially valuable or otherwise proprietary or confidential information relating to the operations, products, sales and business of Purchaser and its affiliated and related companies or third parties. Unless excluded in writing by Purchase, Seller shall assume that any and all information disclosed, that is of a nature that a reasonable person would understand is confidential, is Confidential Information, whether in oral form, machine-readable form, written, digital, electronic or other tangible form, and whether designated as confidential or unmarked. Confidential Information shall exclude any information that: is or becomes part of the public domain through no wrongful act or failure to act on the part of Seller; that is rightfully received by Seller from a third party in possession of it who was not subject to any restrictions on the disclosure of such information; is approved in writing for release by Purchaser, or, which has been independently developed by Seller (as evidenced by its written records) without violation of this Agreement or any rights of Purchaser hereto. Seller agrees that, except as directed by Purchaser, Seller will not at any time, use for Seller's benefit or disclose to any person for any purpose any Confidential Information, or permit any person to use, examine and /or make copies of any Confidential Information, whether prepared by Seller or otherwise coming into the Seller's possession or control, without the prior written permission of Purchaser.
11. In any dispute under any purchase order or these terms and conditions, whether or not litigation is commenced, the prevailing party shall be entitled to its costs and expenses incurred, including reasonable attorneys' fees. The rights and remedies herein expressly provided shall be in addition to any other rights and remedies given by law or in equity, including without limitation, injunctive relief and the right of Purchaser to recover all incidental special and consequential and punitive damages. All warranties, representations and guaranties and indemnities made by Seller herein are in addition to any and all express or implied warranties provided by law and shall survive termination or cancellation of any purchase order.
12. All merchandise for which HauteLook is the Purchaser may be resold to Nordstrom, Inc. Seller acknowledges and agrees that all covenants, representations and warranties of Seller hereunder, and all express and implied warranties with respect to such merchandise, are also for the benefit of and extend to Nordstrom, Inc. and its affiliates. Seller agrees that Nordstrom, Inc. or any of its affiliates shall be entitled to exercise any rights of the Purchaser and to make any claims and return any merchandise directly to Seller pursuant to the terms of any purchase order.
13. Seller agrees that all merchandise shipped under any purchase order may be advertised and sold by Purchaser (or any of Purchaser's affiliates or parent company) at any retail facilities of Purchaser (or any of Purchaser's affiliates or parent company), or by means of catalogs, the Internet, or any other electronic or other medium.

14. Each purchase order and the rights and obligations of the parties hereunder shall be determined in accordance with the laws of the State of Washington and shall not be subject to or governed by the U.N. Convention on Contracts for the International Sale of Goods. The parties agree that this Agreement was negotiated in the State of Washington and each agrees and consents that any claims or controversies arising out of or relating to this Agreement shall be submitted to the Superior Court for the State of Washington for King County, or the United States District Court for the Western District of Washington in Seattle, at the option of Purchaser, and Seller hereby consents to such jurisdiction and venue.
15. No claim, action or demand arising out of the transactions under any purchase order may be brought by Seller more than one year after the cause of action has accrued.
16. Seller hereby assigns to Purchaser all assignable warranty rights with respect to the merchandise in each purchase order, including without limitation all rights of Seller under warranties of any manufacturer of any of the merchandise or any part or component thereof.

## **SECTION 7 – MISCELLANEOUS POLICIES**

### **Notice of Disclaimer**

The Nordstromrack.com | HauteLook Supplier Compliance Manual, Nordstrom Full Line and Rack Supplier Compliance Manual, the Nordstrom.com Supplier Compliance Manual, the Routing Guide, the NPG Supplier Procedures Manual, the Nordstrom International Packing and Shipping Guide, the Drop Ship Program and the [www.nordstromsupplier.com](http://www.nordstromsupplier.com) website provide answers to questions commonly asked by Nordstrom vendors/suppliers and serves as a reference to state and federal laws regarding apparel, footwear and accessory products.

The information contained within the manual and the website should not be taken as legal advice or as a legal guide to a supplier's situation or to any law, statute, or dealings with public authorities.

Please refer any questions regarding compliance with and/or violations of laws, citations by public authorities, court appearances, legal responsibilities, criminal or civil defenses, etc., to an attorney.

Nordstrom is not responsible for:

- Supplier reliance on any information contained in or omitted from this manual
- Supplier reliance on the accuracy of such information, including whether or not the information is correct, current or complete, and/or
- The consequences of any action a supplier or any other person takes or fails to take, whether or not based on information provided by or as a result of the use of this manual