

DAVID'STM

BRIDAL

Vendor Compliance Manual **Version 6.1**

Introduction

David's Bridal prides itself on providing our customers with products that are safe, of good quality, great style, and affordable for every budget. To do so, we require that our vendors follow all applicable rules, regulations, and policies to ensure that products provided to David's Bridal customers are safe and compliant for all markets in which David's Bridal goods are sold. Nothing is more important to David's Bridal than the safety of our customers. As a David's Bridal vendor, we rely on you to prioritize customer safety, adhere to the guidelines and policies herein, and help us make wedding dreams come true.

This Vendor Compliance Manual is your guideline to doing business with David's Bridal Inc. In this document you will find requirements for social compliance and product safety, and instructions for producing, labeling, packing and shipping units, and Purchase Order invoicing. Your signature on the Vendor's Acknowledgement form indicates you have read the manual, understood it, and agreed to abide by its provisions.

The Importance of Ethically Sourced, Safe, and Compliant Products

David's Bridal strives to provide its customers with products that are ethically-sourced, safe for their intended use, and in compliance with all applicable standards, requirements, rules, and regulations. To be a valued vendor of David's Bridal, we need you to adhere to the social compliance and product safety principles set forth below, and we encourage you to strive to meet industry-wide best practices. Failure to comply with these requirements can result in corrective action, including reporting and recall, or other remedial measures.

The Importance of Accuracy in Fulfillment

David's Bridal has unique requirements for retail product vendors. Timeliness of delivery is of utmost importance to our customers because they need our products by specific dates to be worn at weddings, proms, and other important events. We also need to have a uniform product presentation in our Stores each season to support our selling model. To be a valued vendor for David's Bridal, we need you to be very accurate and honest regarding how long it will take for you to fulfill a Purchase Order. It is critical for our business to know exactly how much product we can expect and exactly when we can expect it to arrive. Please keep this in mind when accepting Purchase Orders and informing us when they can be fulfilled.

The Importance of Proper Labeling, Packing, and Documentation

David's Bridal has two separate Distribution Centers with very different requirements for labeling, packing, and documentation. To be a valued vendor for David's Bridal, we need you to be meticulous in following the specific requirements for the Distribution Center where your products will be shipped.

If you are able to visit the Philadelphia area, we would be happy to schedule a tour of our Distribution Centers. Such a visit can provide you with valuable insight into how our receiving, picking, sorting, packing, and shipping processes work.

Where Products Are Sold

David's Bridal is an international retailer with over 300 stores in the United States, Canada, and the United Kingdom. These three territories are the primary markets in which David's Bridal goods are sold. The guidelines of this manual are focused on providing information as it pertains to these three specific markets. However, as of 2016, David's Bridal entered into a franchise partnership agreement in Mexico. Due to this franchise relationship, vendors have the option to sell their products in the Mexican market through David's Bridal's franchise partner, Comercializadora Hexa S.A. de C.V., (known as "Diltex"). This opportunity is optional for all vendors. Should you elect to offer your goods for sale in Mexico through the David's Bridal distribution channels, you are required to adhere to the David's Bridal Vendor Compliance Manual, in addition to completing the requirements detailed in "[Appendix G: Mexico](#)" attached hereto. Note, Diltex, and not David's Bridal, is the retailer in Mexico. David's Bridal does not accept any responsibility for ensuring that your products conform to Mexican rules, regulations, or standards. It is the vendor's responsibility to ensure that their products adhere to any regulations or restrictions required by Mexico that might not otherwise be required by the United States, Canada, or the United Kingdom.

Chargebacks

Accuracy, timeliness, safety, and physical presentation of product are extremely important to us and our customers. Failure to follow the instructions in this manual will result in delays with receiving and shipping product, which ultimately hurts our customers. Compliance issues also lead to increased labor and material costs for David's Bridal to resolve. Therefore, we must charge vendors for violations of the requirements listed in this manual. You will find the associated chargeback amount listed with each requirement in the manual. All violations also incur an additional \$75 chargeback processing fee.

Questions or Concerns About this Manual

The goal of our Vendor Compliance department is to continuously help vendors improve their compliance with our requirements to provide safe and compliant products. If you have any questions or concerns after reviewing this manual, or if you are having trouble adhering to any particular requirement, please contact the Vendor Compliance department at VendorCompliance@dbi.com for assistance.

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Section 1 – Social Compliance

Requirement 1.1 – David’s Bridal Ethical Sourcing Policy

One of the core values of David's Bridal is ensuring all vendors follow ethical sourcing, manufacturing, and labor practices within the jurisdictions in which they operate and strive to meet industry-wide best practices. David's Bridal has developed a Code of Conduct that all vendors are required to follow which ensures that our company only does business with vendors who engage in ethical practices. Our Code of Conduct prohibits the use of child or forced labor and discrimination in employment. It also requires that fair and lawful wages and benefits are paid and applied, health and safety standards are met, ethical standards are maintained, and environmental laws are followed. In addition, we fully adhere to the spirit and terms of applicable social compliance legislation, including but not limited to California's Transparency in Supply Chains Act and the UK Modern Slavery Act. These laws aim to combat and eradicate all forms of human slavery and human trafficking. Pursuant to these laws, we proudly furnish the following summary to the public of our efforts in this regard:

1. All vendors, both domestic and foreign, are required to sign the David's Bridal Code of Conduct to certify compliance with its provisions.
2. We require all vendors to maintain internal accountability standards and procedures, and to demonstrate compliance with David's Bridal's Code of Conduct. Any vendor who cannot provide proof of compliance when asked, or is found to be in violation of the Code of Conduct, is required to take corrective action or face termination of vendor's relationship with David's Bridal.
3. We conduct unannounced foreign vendor audits to evaluate their compliance with David's Bridal's Code of Conduct, including human trafficking and slavery. The audits are conducted by independent inspectors of all foreign vendors to assess risks of human trafficking and slavery, as well as compliance with David's Bridal's Code of Conduct. "Unannounced" means that foreign vendors are given seven (7) days prior notice that an inspection will occur within the next seven (7) days. "Independent" means that an inspector cannot have a financial, governing, or leadership interest in the manufacturer or manufacturing facility being audited.
4. Company employees and management who have direct responsibility for supply chain management are trained on the provisions of David's Bridal's Code of Conduct, including human trafficking and slavery, particularly with respect to mitigating risks within the supply chain of products sourced by David's Bridal.

Requirement 1.2 – David’s Bridal Code of Conduct

While David's Bridal recognizes that there are different legal and cultural environments in which vendors operate throughout the world, this Code of Conduct sets forth the basic minimum requirements vendors must meet in order to do business with David's Bridal. The Code of Conduct also provides the foundation for David's Bridal's ongoing evaluation of compliance by vendors with the Code of Conduct.

David's Bridal strongly encourages vendors to exceed this Code of Conduct and promote best practices and compliance by vendors with the Code of Conduct in all of their operations, including without limitation by the third parties that vendors engages in connection with its operations and also in the factories or other facilities in which vendor and such third parties manufacture merchandise or otherwise conduct business. For questions or for information about this Code of Conduct please e-mail the Vendor Compliance department at VendorCompliance@dbi.com.

A. LAWS & REGULATIONS

All David's Bridal vendors must operate in full compliance with all applicable local and national laws, rules and regulations pertaining to all aspects of factory operations in the jurisdiction of which they conduct business.

B. EMPLOYMENT PRACTICES

David's Bridal will only do business with vendors whose workers are treated fairly and who in all cases are present voluntarily, not put at risk of physical harm, fairly compensated, and allowed the right of free association and not exploited in any way. Vendors shall ensure procedures are in place by which workers, alleging violations of this Code of Conduct, may do so without fear of negative repercussions.

In addition, David's Bridal vendors must adhere to the following:

- **Wages and Benefits:**

David's Bridal vendors must pay workers wages and legally mandated benefits that comply with the higher of (a) any applicable law, or (b) to match the prevailing local manufacturing or industry practices. In addition to their compensation for regular hours of work, workers shall be compensated for overtime hours at such premium rates as are legally required, or in those countries where such laws do not exist, at least equal to their regular hourly wage rate. David's Bridal recognizes that wages are essential to meet workers' basic needs. David's Bridal will seek and favor vendors who are committed to the betterment of wages and benefits within their facilities.

Requirement 1.2 – David’s Bridal Code of Conduct, continued

- **Working Hours:**

David's Bridal expects its vendors to operate based on prevailing local work hours. Except in extraordinary circumstances, vendors shall limit the number of hours that workers may work on a regularly scheduled basis to the legal limit on regular and overtime hours established by local laws and regulations in the jurisdiction in which they manufacture. Subject to the requirements of local law, a regularly scheduled workweek of no more than sixty (60) hours and one day off in every seven (7) day period are encouraged. Vendors will comply with applicable laws that entitle workers to vacation time, leave periods and holidays. Vendors must regularly provide reasonable rest periods and one day off within a seven-day period.

Any time worked over the norm for the area should be compensated as prescribed by the local laws. Whenever a worker is present in a facility, the worker's time must be recorded and the worker properly compensated. This applies to both regular and overtime hours and any time used for work preparations or repairs.

- **Child Labor:**

USE OF CHILD LABOR IS STRICTLY PROHIBITED. Vendors must: observe all legal requirements for the work of authorized minors, particularly those relating to - hours of work, wages, minimum education, and working conditions. David's Bridal supports the development of legitimate, workplace apprenticeship programs and vendors will be expected to comply with all laws and regulations applicable to such apprenticeship programs.

"Child" is defined as a person who is younger than 15 or younger than the age for completing compulsory education in the country where such age is higher than 15. David's Bridal will not utilize vendors who use or permit the use of child labor in any of their facilities.

- **Prison Labor / Forced Labor:**

Vendors will not use or permit the use of bonded labor, indentured labor, prison labor, or Forced Labor in the manufacture or finishing of products ordered by David's Bridal or otherwise in connection with the performance of its obligations to David's Bridal. Nor will David's Bridal knowingly purchase materials from vendors utilizing bonded labor, indentured labor, prison labor or Forced Labor. "Forced Labor" is defined as any work or service which is extracted from any person under the threat of penalty for its nonperformance and for which the worker does not offer himself voluntarily. An employer involuntarily keeping workers identification documents is prohibited.

- **Discrimination:**

While David's Bridal recognizes and respects cultural differences, employment (hiring, wages, benefits, advancement, termination, and retirement) shall be based on the workers' ability and not on personal characteristics. David's Bridal believes that workers should be employed on the basis of their ability to do the job, rather than on the basis of gender, age, disability, sexual orientation, racial characteristics, cultural or religious beliefs or similar factors. David's Bridal will not utilize vendors who discriminate against workers on the basis of gender, age, disability, sexual orientation, racial characteristics, cultural or religious beliefs, social or ethnic origin, nationality, or similar factors.

Requirement 1.2 – David’s Bridal Code of Conduct, continued

- **Free Association:**

Workers must be free to join organizations of their own choice. Vendors shall recognize and respect the rights of workers to freedom of association and collective bargaining. Workers shall not be subject to intimidation or harassment in the peaceful exercise of their legal right to join or to refrain from joining an organization.

- **Disciplinary Practices:**

All vendors must treat all workers with respect and dignity. David's Bridal will not utilize vendors who use, or permit the use of corporal punishment, physical, sexual, psychological or verbal harassment or other forms of mental or physical coercion, abuse or intimidation. Vendors shall not use, or permit the use of fines as a disciplinary practice.

- **Women’s Rights:**

All vendors will ensure that workers who are women receive equal treatment in all aspects of employment. Pregnancy tests will not be a condition of employment or continuation thereof and pregnancy testing, to the extent it is provided, will be voluntary and at the option of the worker. Workers will not be exposed to hazards that may endanger their reproductive health and vendors will not force workers to use contraception.

- **Health and Safety:**

David's Bridal will only utilize vendors who provide workers with a clean, safe and healthful work environment designated to prevent accidents and injuries arising out of or occurring while in the course of work or as a result of the operation of a vendor's facility. All vendors must comply with all applicable, legally mandated standards for workplace health and safety. Where applicable, vendors who provide residential facilities for their workers must provide safe and healthy facilities, separate from production facilities that comply with legally mandated standards for health and safety.

C. ETHICAL STANDARDS

David's Bridal will seek to identify and work with vendors who aspire as individuals and in the conduct of their business to a set of ethical standards which are compatible with David's Bridal standards. Bribes, kickbacks or other similar unlawful or improper payments are strictly prohibited to be given to any person or entity to obtain or retain business. Vendors must comply with the Foreign Corrupt Practices Act, which prohibits giving money or anything of value to foreign government officials, foreign political parties, or foreign political candidates for the purpose of influencing a foreign government. This includes giving payments or anything of value to intermediaries, such as sales representatives. Any cash payment by vendor, or vendor giving of a non-cash item with a retail value (or wholesale cost if a product is produced by vendor) of \$100 or more will violate this prohibition.

D. ENVIRONMENTAL REQUIREMENTS

David's Bridal will only do business with vendors who comply with all applicable government laws and regulations within the jurisdiction in which they operate and strive to meet or exceed industry-wide international best practices.

Requirement 1.2 – David’s Bridal Code of Conduct, continued

E. LEGAL REQUIREMENTS

Vendors must comply with all applicable laws, rules, regulations, standards, and guidelines (collectively “Laws”), in the jurisdictions in which David’s Bridal operates, including without limitation those pertaining to aspects of factory operations and those listed on Exhibit A attached hereto and incorporated herein. This includes compliance with this Vendor Compliance Manual, Code of Conduct, and the terms and conditions of Purchase Orders issued by David's Bridal or on David's Bridal behalf. Vendors’ manufacturing facilities must comply with US Customs-Trade Partnership Against Terrorism (C-TPAT) requirements, and Vendors agree to abide by the U.S. country of origin regulations which govern quota classification and the marking of products.

F. COMMUNICATION

All vendors must post the Code of Conduct in places in their factories readily accessible to workers, translated into the language of the workers and supervisors and communicate these provisions to all workers. Vendors shall take appropriate steps to ensure the provisions of this Code of Conduct are communicated to all workers. Upon employment, as part of worker orientation, the Code of Conduct shall be presented to workers and explained to them. From time to time vendors shall periodically review this Code of Conduct with workers.

G. MONITORING COMPLIANCE

David's Bridal takes affirmative measures to monitor compliance with the David’s Bridal Code of Conduct, David’s Bridal Vendor Obligations, and David's Bridal Purchase Order Terms and Conditions. Such measures include prescreening vendors, scheduled or random, announced and unannounced on-site inspections of factories by representatives or certification by vendors that vendors are complying with the provisions of the David's Bridal Code of Conduct

David's Bridal associates and representatives have been asked to be watchful for violations of David's Bridal's Code of Conduct on visits to factories or manufacturing facilities and to report questionable conduct to management for follow up and when appropriate, for corrective action.

H. RECORD KEEPING

All vendors must maintain in the factories producing merchandise for David's Bridal all documentation necessary to demonstrate compliance with David's Bridal's Code of Conduct. Vendors must furnish David's Bridal representatives reasonable access to production facilities, employment records, and workers for confidential interviews in connection with monitoring factory or inspection visits. Vendors must promptly respond to reasonable inquiries and requests for documentation by representatives concerning the operations of factories with respect to this Code of Conduct.

Requirement 1.2 – David’s Bridal Code of Conduct, continued

I. SUBCONTRACTING

In addition to any other restrictions or subcontracting contained in vendors agreement with David’s Bridal, vendors shall not utilize subcontractors for the production of merchandise, or components thereof, without David's Bridal's prior written approval and only after the subcontractor has agreed to comply with the David's Bridal Code of Conduct. Vendors shall require each approved subcontractor to abide by the Code of Conduct. Vendors shall be held accountable for a subcontractor's failure to abide by David's Bridal's Code of Conduct. After approval, David’s Bridal reserves the right to request subcontractor compliance information from vendors.

J. CORRECTIVE ACTION

If a Contractor is in violation of David's Bridal's Code of Conduct, David’s Bridal will work with the vendors to remediate the violation if at all possible. If this effort is unsuccessful or not possible, David's Bridal shall reevaluate its business relationship with the vendors and shall take appropriate corrective action. Corrective action may include cancellation of the affected order, prohibition of subsequent use of a factory or termination of David's Bridal's business relationship with any vendors found to be in violation of this Code of Conduct, or exercising any other rights and remedies to which David's Bridal may be entitled under Purchase Orders issued by David's Bridal or on behalf of David's Bridal, at law or otherwise.

K. COUNTRY EXCEPTIONS

Vendors will not produce merchandise for David's Bridal, in countries that are considered by the United States or other applicable international governing bodies (i.e., United Nations) to deny basic human rights, or are subject to economic United States or international sanctions or import bans. David's Bridal will not initiate or continue its business relationship with vendors that produce merchandise for David's Bridal where there are gross and systematic violations of human rights and when there is a recognized movement from within the country calling for withdrawal.

Notice: Any changes, revisions, modifications, and/or alterations to the Code of Conduct made by the vendor will not be accepted.

For questions or for information pertaining to David's Bridal’s Code of Conduct, send an email to the Vendor Compliance department at VendorCompliance@dbi.com. You may also call your respective Buyer.

Vendor’s execution of the Vendor's Acknowledgement Form shall constitute vendor’s agreement to be bound by David’s Bridal’s “Vendor Code of Conduct”.

Requirement 1.2 – David’s Bridal Code of Conduct, continued

EXHIBIT A

In addition to and without limiting vendors obligations and representations and warranties regarding compliance with all Laws contained in its agreements with David’s Bridal, vendor further represents and warrants, as applicable to vendor or to vendor’s performance of its agreements with David’s Bridal, as of the date hereof and at all times during the term of any such agreements that:

1. All goods and services provided by vendor and all equipment and labor used in providing the goods or services comply with all Laws, whether currently in force or hereafter amended or enacted, including without limitation regarding the manufacture, packaging, labeling, transportation and quality, and that:
 - (i) the employment practices of vendor and vendor’s third party contractor(s) conform with the Fair Labor Standards Act and/or all other applicable labor, safety and health laws, codes, rules and regulations, including laws relating to the employment of children, and vendor and vendor’s third party contractor(s) are not using prison, convict, forced or indentured labor, and vendor and vendor’s third party contractor(s) are not using workers who are deemed to be illegal aliens or anyone else not lawfully permitted to be employed in the United States or other applicable Country of Origin;
 - (ii) goods are manufactured, packaged, marked, labeled, placarded, tagged, delivered and/or invoiced in compliance with applicable provisions of the Consumer Product Safety Act, the Consumer Product Safety Improvement Act of 2008, the Textile Fiber Product Identification Act, the Fur Products Labeling Act, the Wool Products Act, the Flammable Fabrics Act, the Occupational Safety and Health Act of 1970, Fair Packaging and Labeling Act, Magnuson Moss Warranty–Federal Trade Commission Improvement Act, Federal Hazardous Substances Act, the Hazardous Materials Transportation Act, Toxic Substances and Control Act, Federal Insecticides, Fungicides and Rodenticides Act, the California Lead-Containing Jewelry Law, the Illinois Lead Poisoning Protection Act of 2006, the Minnesota Lead-Containing Jewelry Law, the City of Baltimore, Maryland Regulatory Action on Lead in Children’s Jewelry, and Interstate Commerce Commission, the Department of Transportation and any applicable Federal Trade Commission and Consumer Product Safety Commission Rules, Regulations and Standards, including in all instances, any subsequent amendments thereto and applicable regulations thereunder;
 - (iii) in the case of goods that are imported into the United States:
 - (a) the prices(s) of the goods do(es) not violate United States Anti-Dumping laws. In the event that a preliminary determination is made by the administering authority pursuant to 19 U.S.C. §1673(b) that an industry in the United States is materially injured, or is threatened with material injury, or the establishment of an industry in the United States is materially retarded by reason of imports of the goods or merchandise similar to the goods, David’s Bridal may cancel at any time, without penalty, its obligations under any agreement with vendor. Vendor further agrees to reimburse David’s Bridal for any dumping duties which David’s Bridal is required to pay on goods. David’s Bridal shall have the right to cancel any agreement, prior to taking delivery of goods without any liability whatsoever to vendor in the event that the goods are subject to any embargo, quota restrictions prohibiting export or import, or any boycott of the goods within the United States; and

Requirement 1.2 – David’s Bridal Code of Conduct, continued

EXHIBIT A, continued

(b) in accordance with 18 U.S.C. § 1761, 19 U.S.C. § 1307 and 19 C.F.R. 12.42, goods are not manufactured, mined or produced by prison, convict, forced or indentured labor.

2. All invoices, declarations, affidavits, letters, papers, or other statements written or verbal pertaining to goods purchased are complete and contain no material omissions or fraudulent or false information in violation of the United States Tariff Act of 1930, as amended;
3. All goods sold to David's Bridal are accompanied by a copy of the Material Safety Data Sheet, if goods are subject to such, Compliance Certificates, if goods are subject to such, and any special safety requirements relating to the goods, including for any product application, which are recommended by the manufacturer and/or required by Law; vendor will notify David's Bridal of (i) any future special safety requirements relating to any of the goods sold to David's Bridal and (ii) any changes relating to any Material Safety Data Sheet or Compliance Certificates provided to David's Bridal or of any special safety requirements which are recommended by the manufacturer and/or required by Law;
4. Vendor is not, and is not acting, directly or indirectly, for or on behalf of, any person or entity named as a "specially designated national and blocked person" (as defined in Presidential Executive Order 13224) on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control, and that vendor is not engaged in this transaction, directly or indirectly, on behalf of, and is not facilitating this transaction, directly or indirectly, on behalf of, any such person or entity; Neither vendor nor its constituents nor its affiliates are in violation of any laws relating to terrorism or money laundering, including the aforesaid Executive Order and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), as amended; and
5. Vendor’s manufacturing facilities are encouraged to comply with US Customs-Trade Partnership Against Terrorism (C-TPAT) requirements.

VENDOR ACKNOWLEDGES THAT THE FOREGOING REFERENCES TO SPECIFIC UNITED STATES LAWS IS NOT EXHAUSTIVE AND IT IS VENDOR’S RESPONSIBILITY TO IDENTIFY AND COMPLY WITH ALL LAWS APPLICABLE TO VENDOR OR TO VENDOR’S PERFORMANCE OF ITS AGREEMENTS WITH DAVID’S BRIDAL, INCLUDING LAWS OF OTHER COUNTRIES THAT MAY BE APPLICABLE.

Requirement 1.3 – Social Compliance Audits

As a domestic vendor, David's Bridal requires that you engage an Independent Auditor to monitor, inspect and conduct Social Compliance Audits at the facilities utilized by you (or your sub-contractors, as applicable) in connection with the manufacture of products supplied to David's Bridal. "Independent Auditor" is defined as an inspector that does not have a financial, governing, or leadership interest in the manufacturer or manufacturing facility being audited, and who uses ISO principles and is certified to the ISO standards. A Social Compliance Audit should be conducted with a frequency of at least once per calendar year and must be completed within the initial six (6) months of producing goods for David's Bridal. The independent agency shall issue an inspection report detailing their findings, analyses and conclusions as a result of the Social Compliance Audit. Vendor shall provide David's Bridal a copy of all portions of the report relevant to the manufacture of goods sold to David's Bridal within five (5) days of its receipt. Should any report reveal a violation of any Law or the Code of Conduct, vendor shall remediate the violations as soon as practicable and conduct as many additional Social Compliance Audits as necessary over the next twelve (12) months to ensure proper remediation of the violation.

Failure to comply with David's Bridal's Social Compliance Audit requirements may result in the cancellation of Purchase Orders, or such action as David's Bridal deems appropriate, including the termination of the business relationship.

If You Are Already Conducting Social Compliance Audits

- If you have an inspection report that was issued on behalf of another company, you may supply a copy of that report to us provided that (i) it is for the same facility used in connection with supplying goods to David's Bridal, and (ii) the Social Compliance Audit was conducted within the last twelve (12) months. David's Bridal will review the report and determine if it satisfies the vendor's annual audit requirements.

If You Are NOT Already Conducting Social Compliance Audits

- In the event that you are not currently conducting Social Compliance Audits, you should have a Social Compliance Audit performed as soon as possible so that you may supply a copy of the inspection report to us and satisfy the annual audit requirements. Failure to obtain a Social Compliance Audit within six months of first producing goods for David's Bridal may result in cancellation of pending orders, termination of the vendor relationship, or other remedial measures.

Where to Send Social Compliance Audits

Please send copies of your Social Compliance Audits for any factories that will be producing product for David's Bridal to VendorCompliance@dbi.com as soon as possible. David's Bridal thanks you for your anticipated cooperation in maintaining high ethical sourcing, manufacturing, and labor practices.

Requirement 1.4 – Social Compliance Audit Program with SGS

To help our vendors meet the annual audit requirements, David's Bridal is very excited to announce that we have partnered with SGS for our Social Compliance Audit program. This partnership program will provide several benefits for our vendors, such as significantly discounted audit pricing, faster audit cycle times, and streamlined visibility and reporting.

Who is SGS?

SGS is the world's leading inspection, verification, testing and certification company. They are recognized as the global benchmark for quality and integrity. With more than 97,000 employees, SGS operates a network of more than 2,600 offices and laboratories around the world. They have an unmatched global coverage of trained and experienced social compliance auditors around the world, with over 100 located throughout China alone. They pride themselves on auditor qualification demonstrated by the fact that they are accredited by most industry wide and global social compliance standards, including but not limited to WRAP, FLA, and SA8000.

SGS Social Compliance Audit

SGS has internally developed a Social Compliance Audit referred to as a Code of Conduct Assessment (CCA), based on the seven core labor standards of the U.N. International Labor Organization, and an amalgamation of the various industry standards they service. Their CCA audit is based on the compliance of national/local laws and adherence to the universal standards regulating 9 core competencies/practices:

- Child Labor / Young Labor
- Forced Labor
- Health & Safety
- Freedom of Association
- Discrimination
- Disciplinary Practices
- Working Hours
- Compensation
- Environment

The SGS CCA discovery process encompasses review of vendor management policies, review of employment documentation and interviews with management and a percentage of employees to corroborate compliance findings. The audit process begins with an opening meeting with vendor management to discuss the audit process and closes with management to discuss the findings and indicate issues of non-compliance and required corrective actions. Audits may utilize one auditor for two days or two auditors for one day to assure the most cost effective delivery of service.

Requirement 1.4 – Social Compliance Audit Program with SGS, continued

Social Compliance Audit Program Benefits

Our partnership program with SGS will provide several benefits for our vendors, such as:

- Significantly discounted audit pricing
 - David's Bridal negotiated a group pricing plan with SGS so our vendors will have significantly discounted audit pricing compared to standard rates from other inspection agencies.
 - Our rates with SGS are all-inclusive and include costs for travel time, audit execution, audit report, out of pocket expenses, and a Corrective Action Plan (CAP). Normally, these costs are additional and are not included in the price for a standard audit with other inspection agencies.
- Faster audit cycle times
 - While other inspection agencies may take months to schedule and complete a Social Compliance Audit, SGS's total audit cycle time is approximately 21 days. They guarantee that auditing will be scheduled within one day after initial contact with the vendor, providing the factory is cooperative. Auditing will be performed within 15 days of scheduling and the Final Report will be submitted within 5 working days from conclusion of the on-site audit.
- Streamlined visibility and reporting
 - David's Bridal will automatically receive a copy of the necessary inspection reports for any Social Compliance Audits done through our partnership program with SGS.

How to Schedule a Social Compliance Audit with SGS

All requests to schedule a Social Compliance Audit with SGS must be submitted using [Appendix H - David's Bridal Social Audit Request Form](#). Vendors must complete this Social Audit Request Form and email it to the below contacts at SGS in order for the David's Bridal discount to be applied and for the applicable inspection reports to be released to David's Bridal. Once SGS receives the completed [Appendix H - David's Bridal Social Audit Request Form](#), they will provide a price quote based on the size of the facility and the number of employees.

Ellen Rose | Global Key Account Manger | ellen.rose@sgs.com

Cynthia Yang | Customer Service | cynthia.yang@sgs.com

David's Bridal strongly encourages our vendors to use SGS for their Social Compliance Audits. Even if you are already conducting Social Compliance Audits at the facilities used to produce goods for David's Bridal, you should contact Ellen Rose and Cynthia Yang at SGS to compare pricing as you will likely pay significantly less through our partnership program.

Section 2 – Regulatory Compliance

Requirement 2.1 – Product Safety and Compliance

David's Bridal is committed to providing our customers with safe and legally compliant product. This section of the manual provides general information on regulatory compliance and the David's Bridal safety standards. This manual is not a complete catalog of all applicable product safety and compliance laws, regulations, and requirements. As a vendor of products for David's Bridal, it is your obligation to ensure that all products you supply comply with all applicable federal, state, and local statutes, rules, and regulations.

Your signature on the Vendor's Acknowledgment form serves as your attestation that your products are and will in the future be compliant with all applicable federal, state, local, industry, and/or international regulations, laws, or statutes regarding product safety, composition of materials, labeling, warning, notice and disclosure. David's Bridal will not perform any testing or inspection except as described in this manual, and accepts no responsibility for any liability that may result from your products' non-compliance with applicable regulations.

As described in the section "Where Products Are Sold" on page 3, the obligations detailed in this Section 2 – Regulatory Compliance, are specific to the three primary markets that David's Bridal serves: United States, Canada, and the United Kingdom. If you elect to sell your products in Mexico through Diltex (David's Bridal Mexico franchise partner), you acknowledge that additional requirements, including but not limited to import documentation and/or Mexico-specific product regulations, may be necessary. For more information on selling products in Mexico through the David's Bridal franchise partner, please see [Appendix G: Mexico](#).

Requirement 2.2 – Product Safety Reporting

If vendors learn of any information, such as a consumer complaint or other incident, which indicates that your product may not comply with an applicable federal, state, or local consumer product safety law, standard, or regulation in the United States, Canada or United Kingdom, you may need to file a report with appropriate governmental authorities. Additionally, vendors are required to notify David's Bridal of reportable information immediately. The below David's Bridal members must be notified via email within 24 hours when a report obligation occurs:

- Your Buyer
- Regulatory Compliance - RegulatoryCompliance@dbi.com
- Vendor Compliance - VendorCompliance@dbi.com

Requirement 2.3 – Product Safety Recalls

Similarly, you may be required to recall a product from consumers if it fails to comply with applicable consumer product safety laws, standards, or regulations, including, state regulations within the United States, Canada and/or United Kingdom. If you learn of an issue in which a recall obligation arises, you must report this to David's Bridal immediately.

Product safety recalls should be communicated via email to:

- Your Buyer
- Regulatory Compliance - RegulatoryCompliance@dbi.com
- Vendor Compliance - VendorCompliance@dbi.com

Vendors should provide the below information:

- Affected product(s) including style, sizes and colors
- Reason for recall and recall remedy (e.g. fix, refund, label)
- Recall Poster
- Jurisdictions where product is being recalled (e.g. United States, Canada, United Kingdom, Mexico)
- Product disposition (e.g. RTV, destroy, etc.)
- Date of recall publication

Requirement 2.4 – Certificates of Compliance

The United States Consumer Product Safety Act of 2008 requires that any product subject to a CPSC-standard demonstrate compliance via a General Certificate of Conformity (GCC) or a Children's Product Certificate (CPC). You are required to understand the federal regulations that govern your products and to have your products tested appropriately, as applicable, including by a CPSC-approved testing laboratory for children's products. You must fulfill the testing and product certifications required and maintain these regulatory documents for a minimum of five years. David's Bridal reserves the right to request certificates of compliance and supporting documents and/or laboratory reports for any product or style. Certificates of compliance must be sent to David's Bridal within 24 hours (or one business day) of request. You may also provide access to electronic certificates via a web site.

Information on certificate content requirements, certificate format, and approved testing laboratories is available on the [U.S. Consumer Product Safety Commission](http://www.cpsc.gov) website.

Requirement 2.5 – Regulatory Standards

David's Bridal has stores in the United States, Canada, and the United Kingdom. It is the responsibility of the vendor to ensure that all products offered to David's Bridal are in compliance with all applicable laws and regulations, both international and domestic.

Included in this Vendor Compliance Manual below are guidelines identifying federal, state and local requirements in the jurisdictions that may be applicable to your products. These guidelines are not a comprehensive list of all regulations and you should consult with your Legal Counsel if you have any questions.

This section is divided into two categories*:

- Children's Product Requirements
- General Product Requirements

***It is crucial to understand that products may have multiple product requirements that span both the Children's Product Requirements and General Product Requirements sections. Example: Children's jewelry (non-toy) must conform to the applicable Children's Product Requirements and General Product Requirements.**

Children's Product Requirements

Vendors should be familiar with the definition, age range and regulatory requirements for children's products in the United States, Canada and United Kingdom. The below information acts as general guidelines and should not be interpreted as legal advice or a comprehensive list of product requirements.

Chemicals of High Concern in Children's Products

Various U.S. states require or are in the process of formalizing a reporting program for children's products that contain chemicals of high concern. Vendors should be familiar with the regulations and be up-to-date on reporting and state-fee obligations:

Washington: <https://ecology.wa.gov/Waste-Toxics/Reducing-toxic-chemicals/Childrens-Safe-Products-Act>

Oregon:

<https://www.oregon.gov/oha/PH/HEALTHYENVIRONMENTS/HEALTHYNEIGHBORHOODS/TOXICSUBSTANCES/Pages/Toxic-Free-Rules.aspx>

Vermont: <http://www.healthvermont.gov/environment/children/chemical-disclosure-program-childrens-products-manufacturers>

Maine: <https://www.maine.gov/dep/safechem/forms.html>

Chemical Testing

The below chemicals are restricted or banned in each of the three international markets, and locally within the U.S. states and counties wherein David's Bridal operates. Vendors should be familiar with the specific product and age range restrictions/bans:

Requirement 2.5 – Regulatory Standards, continued

Bisphenol-A (BPA)

- United States: <https://www.fda.gov/food/food-additives-petitions/bisphenol-bpa-use-food-contact-application>
- Canada: <https://www.canada.ca/en/health-canada/services/home-garden-safety/bisphenol-bpa.html>
- United Kingdom: <https://echa.europa.eu/regulations/reach/understanding-reach>
- U.S. States with Restrictions/Bans:
 - California, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New York, Vermont, Washington, Wisconsin
- U.S. Localities with Restrictions/Bans:
 - District of Columbia, City of Chicago, Suffolk County (New York)

Total Lead Content

- United States: <https://www.cpsc.gov/Business--Manufacturing/Business-Education/Lead/Total-Lead-Content-Business-Guidance-and-Small-Entity-Compliance-Guide>
- Canada: <https://www.canada.ca/en/environment-climate-change/services/management-toxic-substances/list-canadian-environmental-protection-act/lead.html>
- United Kingdom: <https://echa.europa.eu/regulations/reach/understanding-reach>
- U.S. States with Restrictions/Bans:
 - California, Connecticut, Delaware, Illinois (labeling requirement) Maine, Maryland, Massachusetts, Minnesota, Nevada, New York, Vermont, Washington, Wisconsin
- U.S. Localities with Restrictions:
 - Suffolk County (New York) and Albany County (New York)

Phthalates

- United States: <https://www.cpsc.gov/Business--Manufacturing/Business-Education/Business-Guidance/Phthalates-Information>
- Canada: <https://www.canada.ca/en/health-canada/services/chemicals-product-safety/phthalates.html>
- United Kingdom: <https://echa.europa.eu/regulations/reach/understanding-reach>

Additional State/Local Restrictions on Chemicals

- Washington Children’s Safe Products Act limits the use of lead, cadmium and six phthalates in children’s products sold in Washington.
 - Additional Information: <https://ecology.wa.gov/Waste-Toxics/Reducing-toxic-chemicals/Childrens-Safe-Products-Act>
- The Toxic-Free Toys Act of Albany County, New York limits the use of antimony, arsenic, cadmium, lead and mercury in children’s products sold in its county.
 - http://www.albanycounty.com/Libraries/Department_of_Health/Toxic_Free_Toys_Act_Regulations.sflb.ashx
- The Toxic-Free Toys Act of Suffolk County, New York limits the use of antimony, arsenic, cadmium, lead and mercury in children’s products sold in its county.
 - https://locallaws.dos.ny.gov/sites/default/files/drop_laws_here/ECMMDIS_appid_DOS2_0171113060025/Content/09021343801afd98.pdf

Requirement 2.5 – Regulatory Standards, continued

Children’s Product Tracking Labels

Section 103 of the United States CPSIA requires manufactures of children’s products to place permanent labels on the product and its packaging, to the extent practicable, that includes:

- Manufacturer or Private Labeler Name
- Date and Location of Production
- Batch, Run, Lot, etc. Number

Additional information can be found on CPSC’s website: <https://www.cpsc.gov/Business--Manufacturing/Business-Education/tracking-label/>

Children’s Sleepwear

Regulations for children’s sleepwear vary within the international markets wherein David’s Bridal operates. Vendors are required to be familiar with the requirements in each market:

United States: <https://www.cpsc.gov/Business--Manufacturing/Business-Education/Business-Guidance/Childrens-Sleepwear-Regulations>

Canada: <https://www.canada.ca/en/health-canada/services/consumer-product-safety/legislation-guidelines/guidelines-policies/guide-children-sleepwear-flammability-requirement.html>

United Kingdom:

<https://webarchive.nationalarchives.gov.uk/20090609012035/http://www.berr.gov.uk/whatwedo/consumers/Safety/products/flammability/index.html>

Drawstrings, Cords, Ties and Sashes on Children’s Apparel

Drawstrings, ties and waist sashes regulations vary within the international markets and states wherein David’s Bridal operates. Vendors are required to be familiar with the requirements in each market:

United States (Drawstrings): <https://www.cpsc.gov/Business--Manufacturing/Business-Education/Business-Guidance/Drawstrings-in-Childrens-Upper-Outerwear>

Canada (Drawstrings): <https://www.ppai.org/media/1758/information-from-health-canada-drawstrings-on-childrens-upper-outerwear-eng.pdf>

United Kingdom (Ties, Sashes, Cords and Drawstrings)**:

<https://www.hants.gov.uk/business/tradingstandards/businessadvice/safety/childrenclothing>

****Note: Under the UK standard EN14682, “celebratory clothing such as that worn at civil or religious ceremonies, national or regional festivals provided this is worn for limited periods and under supervision” are exempted. Consult with your Legal Counsel to determine if your product is eligible for this exemption.**

Wisconsin (Drawstrings): http://docs.legis.wisconsin.gov/code/admin_code/atcp/090/139.pdf

New York (Drawstrings): <https://codes.findlaw.com/ny/general-business-law/gbs-sect-391-b.html>

Requirement 2.5 – Regulatory Standards, continued

Flame Retardants in Certain Children’s Products

Several U.S. states and cities have banned or restricted the use of flame retardants in children’s products and furniture. The requirements frequently change as states and localities consider new or modified legislation regarding flame retardants. Vendors must ensure that products comply with all applicable requirements.

Commonly restricted flame retardants include:

- Deca-BDE
- HBCD (HBCDD)
- TDCPP
- TCEP
- Additive TBBPA

States and cities that have restrictions, or are considering restrictions include:

- States: California, Hawaii, Illinois, Maryland, Michigan, Minnesota, New York, Oregon, Washington
- Cities: Washington D.C. and San Francisco

Formaldehyde in Children’s Garments and Accessories

David’s Bridal has adopted the Japanese Formaldehyde Standard (JL-112) for all Adult and Children’s clothing products and accessories. Vendors must conform to the Japanese Formaldehyde Standard in accordance with the chart below, as applicable. For more information on this standard, please visit:

Textile Fabrics that Evolve Formaldehyde - <https://members.aatcc.org/store/tm112/523/>

Textile Fabrics that May Contain Free or Hydrolyzed Formaldehyde or Textiles Finished with Formaldehyde - <https://members.aatcc.org/store/tm206/1753/>

Japanese Formaldehyde Standard (in Parts Per Million (PPM))	
Children’s Products (Infant to 36 months)	20 PPM or less
Children’s Products (37 months to 14 years)	75 PPM or less

Illinois Lead Poisoning Prevention Act

Jewelry, children’s articles and/or toys containing paint that are intended for children and offered for sale, transferred or sold in the state of Illinois are subject to the Illinois Lead Poisoning Prevention Act (410 ILCS 45/1 et seq.). Subject products that contain more than 40ppm and less and 600ppm of lead must include the following warning:

WARNING: CONTAINS LEAD. MAY BE HARMFUL IF EATEN OR CHEWED. COMPLIES WITH FEDERAL STANDARDS.

Additional information: <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=097-0612>

Requirement 2.5 – Regulatory Standards, continued

Food Contact Products (See requirements in General Product Requirements section below)

Physical Safety Testing for Children’s Products

The physical safety of children’s products (e.g. small parts, sharp edges, magnets) is governed at the federal level by each of the international markets wherein David’s Bridal operates. Vendors are required to be familiar with the physical safety testing requirements in each market:

United States: <https://www.cpsc.gov/Business--Manufacturing/Business-Education/Toy-Safety-Business-Guidance-and-Small-Entity-Compliance-Guide>

Canada: <https://www.canada.ca/en/health-canada/services/consumer-product-safety/reports-publications/industry-professionals/industry-guide-safety-requirements-children-toys-related-products-summary/guidance-document.html>

United Kingdom: <https://www.gov.uk/guidance/toy-manufacturers-and-their-responsibilities>

General Product Requirements

The below information acts as general guidelines and should not be interpreted as legal advice or a comprehensive list of product requirements.

California Filling Material Flammability

Vendors are required to be familiar with the California Filling Material and Flammability requirements that govern upholstered furniture and bedding products, including decorative pillows.

Additional information: <https://bhgs.dca.ca.gov/licensee/index.shtml>

California Lead-Containing Jewelry Law

Non-toy jewelry for children and jewelry for adults is regulated in California. Vendors are required to be familiar with the requirements***:

<http://www.fjata.org/wp-content/uploads/jewelry-fact-sheet-May-09.pdf>

*****Note: There is pending legislation to update law to make it more stringent.**

California Proposition 65

California Proposition 65 (Prop 65) prohibits a business from exposing individuals to chemicals known to cause cancer or reproductive toxicity without first giving “clear and reasonable warning,” unless the business can provide that the level of exposure is not significant. All products must conform to Prop 65 either through warning labels or chemical compliance. If a product contains a Prop 65 warning label, vendors must notify David’s Bridal prior to the issuance of the first Purchase Order.

Additional Information: <https://oehha.ca.gov/>

Requirement 2.5 – Regulatory Standards, continued

Flammability of Textiles and Textile Components

Textile flammability standards vary within the international markets wherein David’s Bridal operates. Vendors are required to be familiar with the requirements in each market:

United States: <https://www.cpsc.gov/Regulations-Laws--Standards/Statutes/Flammable-Fabrics-Act/>

Canada: <https://www.canada.ca/en/health-canada/services/consumer-product-safety/reports-publications/industry-professionals/industry-guide-flammability-textile.html>

Illinois Lead Poisoning Prevention Act

This act prohibits the sale, offer for sale or transfer of any other non-children’s lead-bearing product containing more than 600ppm of lead unless it contains the following warning on the product or package:

WARNING: CONTAINS LEAD. MAY BE HARMFUL IF EATEN OR CHEWED. MAY GENERATE DUST CONTAINING LEAD. KEEP OUT OF REACH OF CHILDREN.

Additional information: <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=097-0612>

Food Contact Products

Vendors are required to be familiar with the regulations for food contact products (e.g. intended for use with food, or likely to hold food, including plastic and paper items).

United States: <https://www.fda.gov/food/food-ingredients-packaging/packaging-food-contact-substances-fcs>

Canada: <https://www.canada.ca/en/health-canada/services/food-nutrition/legislation-guidelines/acts-regulations/canada-food-drugs.html>

United Kingdom: <https://www.food.gov.uk/business-guidance/food-contact-materials>

California: <https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/CLPPB/Pages/CLPPBhome.aspx>

Formaldehyde in Garments and Accessories

David’s Bridal has adopted the Japanese Formaldehyde Standard (JL-112) for all Adult and Children’s clothing products and accessories. Vendors must conform to the Japanese Formaldehyde Standard in accordance with the chart below, as applicable. For more information on this standard, please visit:

Textile Fabrics that Evolve Formaldehyde - <https://members.aatcc.org/store/tm112/523/>

Textile Fabrics that May Contain Free or Hydrolyzed Formaldehyde or Textiles Finished with Formaldehyde - <https://members.aatcc.org/store/tm206/1753/>

Japanese Formaldehyde Standard (in Parts Per Million (PPM))	
Children’s Products (Infant to 36 months)	20 PPM or less
Children’s Products (37 months to 14 years)	75 PPM or less

Requirement 2.5 – Regulatory Standards, continued

Formaldehyde in Composite Wood Products

Vendors are required to be familiar with the regulations for formaldehyde emissions in composite wood products in each market:

United States: <https://www.epa.gov/formaldehyde/formaldehyde-emission-standards-composite-wood-products>

Canada (Proposed Only): <https://www.canada.ca/en/health-canada/corporate/about-health-canada/legislation-guidelines/acts-regulations/forward-regulatory-plan/plan/regulations-formaldehyde-emissions-composite-wood-products.html>

California: <https://www.arb.ca.gov/toxics/compwood/compwood.htm>

String Lights and Small Electrical Products

Regulations for electrical products vary within the international markets wherein David's Bridal operates. Vendors are required to be familiar with the requirements in each market:

United States (String Lights): <https://www.cpsc.gov/Business--Manufacturing/Business-Education/Business-Guidance/Household-Electrical-Products/Seasonal-and-Decorative-Lighting-Products>

United States (Small Electrical): <https://www.ul.com/certification>

Canada: <https://www.esasafe.com/business/product-safety>

United Kingdom: <https://www.gov.uk/guidance/ce-marking>

Volatile Organic Compounds

Vendors are required to be familiar with the regulatory requirements for emissions of volatile organic compounds (VOCs) in the United States.

United States: <https://www.epa.gov/indoor-air-quality-iaq/technical-overview-volatile-organic-compounds>

California: <https://www.arb.ca.gov/consprod/regs/regs.htm>

South Coast AQMD (Additional California Regulation): <https://www.aqmd.gov/home/rules-compliance/compliance/vocs/rules>

Additional state and local regulations:

- States: Connecticut, Delaware, Illinois, Indiana, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Utah, Virginia
- Counties: Maricopa (Arizona)
- Cities: District of Columbia

Requirement 2.6 – Labeling Requirements

Merchandise and merchandise packaging must be labeled in compliance with all federal, state and local regulations. Vendors should make every effort to ensure labels are permanently attached (i.e. sewn in) to merchandise, as practical. In cases where a permanent label is not practical, hang tags may be applied if permitted by federal, state and local laws.

Merchandise Labeling

- Size
- Fiber Content (for textile products)
- Country of Origin (“Made in XXX” on product, if practical, or on product packaging)
- Care Instructions (for textile products)
- Registration Number (RN)*
- Canadian (CA) Identification Number or Business Name and Address*
- Children’s Product Tracking (for Children’s Products only)
 - Includes manufacturer or private labeler name, location and date of production, and batch/lot/run number

***Note: Vendors may use their own RN or CA number, or may use David’s Bridal’s (RN# 84270, CA# 56206)**

Merchandise Packaging Labeling

- Manufacturer, packer or distributors name and full address
- Product Identification
- Net Quantity Expressed in Weight, Measure, Numerical Count, etc. (U.S. and metric units)

Labeling Languages

The below information must be written on the label in three (3) languages: English, French, and Spanish:

- Care Information
- Country of Origin
- Fiber Contents

Some products may be designated by your Buyer for USA sales only. If any product is so designated, only that specific product is exempt from the requirements for labeling with non-English languages. However, please be aware that David's Bridal reserves the right to redesignate a product for international sales at any time, and the appropriate labeling requirements would then apply. Ensure that you and your Buyer are in full agreement on which products are exempt.

Requirement 2.6 – Labeling Requirements, continued

Warning Labels

Warning labels are required to ensure consumers are provided with important product information. Vendors are responsible for applying the appropriate warning label(s) in accordance with their knowledge of their products, and all federal, state and local regulations. Additionally, the warning labels must be communicated to David's Bridal prior to the issuance of a Purchase Order containing the product.

Below are some typical warning labels on consumer products:

- Prop 65 Warning Label
- Lead Warning Label
- Age Restrictions
- Choking Warnings

Vendors must disclose the below information to their Buyer if their product requires a warning label:

1. Product information (e.g. style number, SKU)
2. Specific warning language needed
3. Location of the warning label on the product(s)

If your product requires a warning label, you must submit the above information to your Buyer when you provide the other required product details every time a new style is introduced (see Section 3.2 – Required Product Details).

Visibility

Customers must be able to see label information on the unit both as it is displayed and as it is purchased, in all the required languages. You should therefore be mindful of whether or not your merchandise will be displayed in or out of the packaging it is shipped in.

- Examples: For an accessory item, you may normally place the required label information on your product packaging, but David's Bridal may remove the packaging to display the unit on a rack in our Store. The customer would then have no visibility to the country of origin, size, etc. For dresses, label information should be on the neck line so customers may view it as it hangs on a hanger.

All vendors are required to discuss this issue with their Buyer, ensure they are aware of how their merchandise will be displayed, and design and affix the label accordingly.

Does David's Bridal Have a Standard Label Format?

- Other than the guidelines provided above, David's Bridal does not have specific requirements or a standard label format. Vendors may develop labeling for their products as they see fit.

Requirement 2.6 – Labeling Requirements, continued

State-Specific Packaging Regulations

- In an effort to simplify the various state-specific packaging regulations, David's Bridal requires vendors to follow a single packaging procedure for all states, based on the strictest state-level regulations. Documentation demonstrating compliance with these regulations must be produced within 24 hours if requested by David's Bridal.

Plastic Bags

- Plastic Bags with a thickness of less than 1 millimeter having an opened end larger than 5 inches in diameter shall contain the following warning statement or equivalent:

WARNING: To avoid danger of suffocation, keep this plastic bag away from babies and children. Do not use this bag in cribs, beds, carriages or playpens. This bag is not a toy.

Total Heavy Metals

- Packaging shall not contain intentionally-added mercury, cadmium, lead and chromium (VI). The sum of any incidental amounts of lead, cadmium, mercury and hexavalent chromium present in any packaging shall not exceed 100 parts per million by weight (0.01%).

If This Requirement Is Not Met

- If any unit is not labeled, if the label is improperly affixed, or if incorrect labels are affixed, David's Bridal may have to re-label the units. A chargeback will be applied based on a penalty of \$1.25 per unit and the labor hours incurred at a rate of \$35 per labor hour, at the discretion of David's Bridal.
- All or part of a shipment that contains a labeling or packaging issue may be returned to the vendor. Vendor will be charged for the cost of the return freight and any labor time needed to process the RTV at a rate of \$35 per labor hour. In addition, the cost of inbound freight will be charged back to the vendor.
- David's Bridal retains the right to apply a chargeback of up to 10% of the total invoice or retail value of the shipment. This penalty will be applied to compensate David's Bridal for the impact the labeling or packaging issue has on our product assortment, merchandizing plan, lost sales, and customer service.

Section 3 – Product Validation

Requirement 3.1 – Product Branding

David's Bridal Brand or Your Brand?

- You and your Buyer will determine if your products will be labeled with a David's Bridal brand or with your own brand. If you are labeling your product with your own brand name, you are required to have registered or applied to register your brand/trade name in the United States, Canada, and the United Kingdom. If you are opting to sell your goods in Mexico in accordance with [Appendix G: Mexico](#), you will be required to register your brand/trade name in Mexico. Other nations may be added to this list in the future as David's Bridal pursues international expansion plans. Registering brand names in the United States and other countries is the responsibility of the vendor, unless the brand is a David's Bridal brand. You must provide David's Bridal with copies of the relevant registrations or applications as soon as these documents are available.

For more information on product development and approval procedures for David's Bridal branded product and Vendor label product, please refer to [Appendix E – Product Testing and Certification](#).

If This Requirement Is Not Met

- If your product brand rights are not registered or the subject of an application for registration in the United States, Canada, and the United Kingdom, David's Bridal has the right to refuse to sell your products in countries where you have not registered or applied to register your brand.

Requirement 3.2 – Required Product Details

Required Product Details

Before we are able to issue a Purchase Order, you will be required to provide your Buyer with the following information. Your Buyer will define the process for collecting this information. See [Appendix F – Required Product Details Form](#) for an example.

1. Information Required for All Products:

- Country of Origin
 - All units in a Purchase Order must be from the same Country of Origin. If you are unable to source all units in a Purchase Order from the same Country of Origin, contact your Buyer immediately to determine if separate Purchase Orders can be issued for each Country.
- HTS Code
 - If you need help determining the HTS Code, you may contact our Import/Export team at 1-215-874-2410.

Depending on the type of item, you will also be required to provide the following information:

2. Wearing Apparel:

- Fabric composition for each layer of the garment (outer layer, lining, interlining, trim)
- Care instructions

3. Shoes:

- Primary composition of upper and sole

4. Gifts:

- Primary composition of item

If your product requires a warning label, you must submit the specific warning language needed and the location of the warning label on the product to your Buyer. See Section 2.6 – Labeling Requirements for more details on product warnings.

If This Requirement Is Not Met

- We will not be able to set up a new style in our system without this information. As a result, we will not issue a Purchase Order to your company until this information has been collected.
- If any of the information you provide is incorrect, we may apply chargebacks based on fees we incur and any labor time needed for problem resolution at a rate of \$35 per labor hour. An example would be fees that UPS Brokerage charges us for incorrect commercial invoices.
- David's Bridal retains the right to apply a chargeback of up to 10% of the total invoice or retail value of the shipment. This penalty will be applied to compensate David's Bridal for the impact the delays had on our product assortment, merchandizing plan, lost sales, and customer service.

Requirement 3.3 – Top of Production (TOP) and Photography Samples

Vendors are required to work with their Buyer to ensure the necessary product samples are sent and approved prior to shipping a Purchase Order.

Garments/Dresses, New Styles

Photography samples and “Top of Production” (TOP) samples are required when a product is first produced for David’s Bridal as specified in [Appendix E – Product Testing and Certification](#). Please note that requirements differ depending on whether the garment is labeled with a David's Bridal brand or with a Vendor brand.

On-Going Styles, All Products

Once a style/product is certified, David's Bridal does not normally require vendors to provide additional TOP samples before shipping subsequent Purchase Orders. We believe vendors should perform their own rigorous quality control to ensure that units sent to David's Bridal are only of first quality condition. However, please be aware that if David's Bridal begins to detect a pattern of frequent quality problems, we reserve the right to require TOP samples from the production runs of any vendor Purchase Orders. These TOP samples would need to be delivered for inspection at least 2 weeks before the cancel date of the Purchase Order. Once this requirement is initiated, David's Bridal will continue to require TOP samples for all Purchase Orders until we are satisfied that the vendor has their quality problems under control.

Required Samples for Bristol Distribution Center

A fully packaged and ticketed product sample is required for any new item shipping to our Bristol PA Distribution Center prior to the receipt of the Purchase Order. Samples are required for both new vendors and for new styles produced by existing vendors. Our Bristol DC management team will review the sample and perform an equipment functionality test, scan the bar code to ensure it works properly, and approve the packaging and ticket placement. Failure to follow this very important step can result in receiving and product delays when the Purchase Order arrives, including an RTV in some cases. Refer to Section 4.6 for step-by-step instructions on the Sample Approval Process requirement.

If This Requirement Is Not Met

- If a photography, top of production (TOP), or fully packaged and ticketed product sample was not received and approved by David’s Bridal prior to the receipt of the Purchase Order, the vendor will incur a chargeback of \$500.
- All or part of a shipment without an approved product sample may be returned to the vendor. Vendor will be charged for the cost of the return freight and any labor time needed to process the RTV at a rate of \$35 per labor hour. In addition, the cost of inbound freight will be charged back to the vendor.
- David's Bridal retains the right to apply a chargeback of up to 10% of the total invoice or retail value of the shipment. This penalty will be applied to compensate David's Bridal for the impact the sample issue has on our product assortment, merchandizing plan, lost sales, and customer service.

Requirement 3.4 – General Guidelines on Quality and Testing

When Does David's Bridal Inspect Merchandise?

David's Bridal subjects all merchandise received at its Distribution Centers to a generally accepted industry QC sampling process:

- If the shipment passes the initial inspection, the QC process is complete and the units are placed into available stock.
- If the shipment fails the initial inspection, an additional sample is selected for inspection and appropriate chargeback penalties will be assessed (see next page).
- If the shipment fails this second inspection, the entire shipment is inspected (100%) and appropriate chargeback penalties will be assessed (see next page).
- If the shipment fails the third (100%) inspection, it will be determined to have failed the QC process, and appropriate chargeback penalties will be assessed (see next page).
- Even if a shipment passes the QC process, customers may later detect quality issues when they purchase units. When customers alert us to valid issues, David's Bridal will inspect the balance of stock in our Distribution Centers and Stores to determine if it is of acceptable quality. If a pattern of defects is discovered, the original shipment may be retroactively determined to have failed the QC process, and appropriate chargeback penalties will be assessed (see next page).

What Quality Control Defects Does David's Bridal Inspect for?

To pass our QC inspection, merchandise must be free of defects and obvious product safety hazards including, but not limited to, the following:

- Holes, tears, runs, or other flaws in the fabric or materials.
- Dirt, stains, mold, or any other type of soiling.
- Open or loosely stitched seams.
- Color transfer to other material (aka bleeding or crocking).
- Poorly sewn or broken zippers, clasps, or other fasteners.
- Missing or poorly sewn buttons, trims, beads, jewels, or other embellishments.
- Broken, torn, or soiled packaging.
- Glue spots or other excessive adhesive.
- Any inconsistency with manufacturing specifications, size grading, or the production sample (see [Appendix E](#)).
- Any other defect that would make the item unwearable at a special event or unusable for its designated purpose.

See [Appendix E – Product Testing and Certification](#) for a detailed list of unacceptable defects.

Special Note On Shading and Dye Lots

Since many of our products are worn by bridal parties, David's Bridal must ensure that all items are identical in shade. Shipments arriving at our Distribution Center with color-specific styles are evaluated and graded as to color. We will employ generally accepted industry standards used by the American Association of Textile Chemists and Colorists. Shipments determined to be of a dye lot or shade not within David's Bridal acceptable range will fail the QC process.

Requirement 3.4 – General Guidelines on Quality and Testing, continued

If This Requirement Is Not Met

Our customers need merchandise by specific dates to be worn at weddings, proms, and other special events. David's Bridal depends on a reliable flow of quality product to meet special order time commitments and present a fully-stocked Store for customers buying off-the-rack. Therefore, quality problems have a significant negative effect on our supply chain, our customer service, and on sales. Shipments that fail inspection will incur one or more of the following chargeback penalties, at the discretion of David's Bridal:

- All shipments that fail the initial inspection, therefore generating a second and a possible third inspection, will incur a chargeback for the labor hours of the additional inspections at a rate of \$35 per labor hour, even if the shipment is subsequently accepted.
- All or part of any shipment that fails the QC process, or for which you cannot provide a recent Certificate of Compliance upon request, may be returned to the vendor. Vendor will be charged for the cost of the return freight and any labor time needed to process the RTV at a rate of \$35 per labor hour. In addition, the cost of inbound freight will be charged back to the vendor.
- If a photography, top of production (TOP), or fully packaged and ticketed product sample was not received and approved by David's Bridal prior to the receipt of the Purchase Order, the vendor will incur a chargeback of \$500.
- All or part of a shipment without an approved product sample may be returned to the vendor. Vendor will be charged for the cost of the return freight any labor time needed to process the RTV at a rate of \$35 per labor hour. In addition, the cost of inbound freight will be charged back to the vendor.
- Even if the Purchase Order is accepted, David's Bridal retains the right to apply a chargeback of up to 10% of the total invoice or retail value of the shipment. This penalty will be applied to compensate David's Bridal for the impact the quality issue has on our product assortment, merchandizing plan, lost sales, and customer service.
- David's Bridal may determine that the units of a shipment which failed the QC process could be repaired by David's Bridal in-house staff. If so, we may discuss the possibility of avoiding an RTV by allowing our internal staff to repair the items and charge the vendor for the work at a rate of \$35 per labor hour. This option would be used only upon mutual agreement between the vendor and David's Bridal.

Section 4 – Ticketing and Packaging

Requirement 4.1 – General Ticketing Requirements

General Ticket Requirements

- All merchandise must be ticketed with David's Bridal retail price tickets. There are no exceptions to this policy.
- Vendors approved to create David's Bridal retail price tickets will receive a file containing the ticket information. Vendors must use BPA-free direct thermal tickets or some other type of non-reflective ticket. A reflective ticket will be not readable by our sortation system, and will result in a chargeback and possible RTV.
- Vendors unable or not approved to create David's Bridal retail tickets will be provided tickets prior to shipping a Purchase Order. David's Bridal will only send tickets to a domestic address. It is the vendor's responsibility to send or forward tickets to any international location.
- If you do not have sufficient or correct tickets, contact your Buyer immediately for instructions. Do not ship merchandise without the proper David's Bridal retail price tickets.
- Units may not be shipped with any unauthorized tickets, hangtags, cards, etc. attached to them. Any exceptions to allow a vendor hangtag or card must be approved by your Buyer during the sample process and prior to shipping the Purchase Order. An approved extraneous vendor hangtag or card may not have a price on it.
- It is the vendor's responsibility to ensure their products are packaged correctly and have properly-affixed tickets. For example, some products require sealed packaging and a 2nd price ticket attached to the outside of the polybag or box in order to be scanned and processed at our Distribution Center.
- If your product does not have a specific example for ticketing, or if you have a question about ticketing after reviewing the example provided, email the Vendor Compliance department at VendorCompliance@dbi.com for assistance.

If This Requirement Is Not Met

- If units are not ticketed, if tickets are improperly affixed, or if tickets are incorrect or illegible, David's Bridal will have to print the correct tickets and affix them. A chargeback will be applied based on a penalty of \$1.25 per unit and the labor hours incurred at a rate of \$35 per labor hour, at the discretion of David's Bridal.
- All or part of a shipment that contains a ticketing issue may be returned to the vendor. Vendor will be charged for the cost of the return freight and any labor time needed to process the RTV at a rate of \$35 per labor hour. In addition, the cost of inbound freight will be charged back to the vendor.
- A request to replace David's Bridal retail price tickets already sent to you will incur a chargeback of \$1.25 per unit, plus shipping costs.
- David's Bridal retains the right to apply a chargeback of up to 10% of the total invoice or retail value of the shipment. This penalty will be applied to compensate David's Bridal for the impact the ticketing issue has on our product assortment, merchandizing plan, lost sales, and customer service.

Requirement 4.1 – General Ticketing Requirements, continued

Approval Process for Vendors to Create Tickets

Vendors are strongly encouraged to produce their own David's Bridal retail price tickets. This provides you with benefits such as increased efficiency and flexibility with production schedules and lead times. For example, if any tickets are lost or need to be replaced, vendors who print their own tickets can avoid costly product delays and reprint chargebacks by simply printing additional tickets.

Vendors will work with our Buyer and Inventory Control department to get approved to print their own David's Bridal retail price tickets. The process for ticket development and approval is outlined below.

1. Vendor will provide the name, email address, and phone number of a contact person for ticket production to the Inventory Control department at icontrol@dbi.com.
2. Vendor will request their Buyer to create a test Purchase Order for ticket printing purposes only.
3. Buyer will email the test Purchase Order number to Inventory Control and include the vendor's contact person on the email.
4. Upon receipt of the test Purchase Order number email, Inventory Control will email the following documents to the vendor's contact person within 2 business days: David's Bridal UPC bar code requirements, a data file for the test Purchase Order, and sample photos of David's Bridal tickets types for formatting guidance.
5. Vendor will use the information sent by Inventory Control to produce sample tickets for approval. Vendors must use BPA-free direct thermal tickets or some other type of non-reflective ticket. A reflective ticket will be not readable by our sortation system, and will result in a chargeback and possible RTV.
6. Vendors can purchase ticket stock at a considerable discount from our preferred ticket vendor Avery Dennison. Their company contact is:
 - Dominick Digangi, dominick.digangi@averydennison.com, Phone Number 215-327-7823
7. Vendor will send physical tickets for a scan test of the bar code to the Inventory Control department at:
David's Bridal
Attention: Inventory Control, Ticket Approval
1001 Washington Street
Conshohocken PA 19428
8. Inventory Control will perform a scan test of the bar code and review the ticket format.
9. If approved, Inventory Control will email the vendor contact with approval to begin creating tickets for David's Bridal merchandise.
10. If not approved, Inventory Control will email the vendor contact with a description of why the ticket cannot be used. The process will then repeat from Step 5 until approval is achieved or Inventory Control and the vendor determine that the vendor cannot produce tickets as required by David's Bridal.

Requirement 4.2 – GOH Requirements for Conshohocken Distribution Center

The David's Bridal Distribution Center in Conshohocken PA has a garment on hanging (GOH) sortation system and can only process certain garments, such as Bridesmaids, Mother of the Bride, Informal Bridal, and Prom dresses. Other garments, like Bridal and Flower Girl dresses, are processed out of our flat-packing Distribution Center in Bristol PA and have very different requirements. It is critical for vendors to understand and precisely follow the specific ticketing and packaging requirements for the Distribution Center where their products will be shipped. These requirements must be followed even if your product is shipping directly to a David's Bridal Store.



Requirement 4.3 – GOH Ticketing for Conshohocken Distribution Center

GOH Tickets for Dresses, Jackets, and Skirts

- David's Bridal Ticket Type - Hang Tag #1 Ticket
- Affixed From Wearer's Perspective:

if sleeveless on left seam



at end of left sleeve



for skirts on left seam



David's Bridal retail price tickets and any approved extraneous hangtags should be attached with a Swiftach Paddle Ended fastener. Vendors should not use a T-End fastener as the tickets and hangtags fall off the units too easily.

Acceptable: Paddle Ended Fastener



Not Acceptable: T-End Fastener



Requirement 4.4 – GOH Packaging for Conshohocken Distribution Center

Hanger Requirements

We are unable to accept any hangers other than the specific models that are listed below. We specify these hangers because we know they work well with the sortation equipment in our Distribution Center and will contribute to a uniform appearance of goods in our Stores. There are no exceptions to this policy.

Acceptable hanger models include the following. All hanger part numbers are from National Hanger (1-800-HANGERS, www.nahanco.com):

- 14" White Dress Hanger w/chrome swivel hook, part #1414
- 17" White Dress Hanger w/chrome swivel hook & washers, part #1500WW
- 17" White Dress Hanger w/chrome swivel hook & washers with foam edge, part #1500APW
- 14" White Skirt Hanger w/chrome swivel hook & white plastic clips, part #1600PCLH
- 14" White Skirt Coordinate Hanger w/chrome swivel hook and white plastic clips, part #1614PC

Important Notes for GOH Units

- If you can see the tip of the hanger when the garment is on it, then do not use hangers with foam.
- Shawls and wraps must be hung as shown in the diagram on the next page, using the designated hanger.

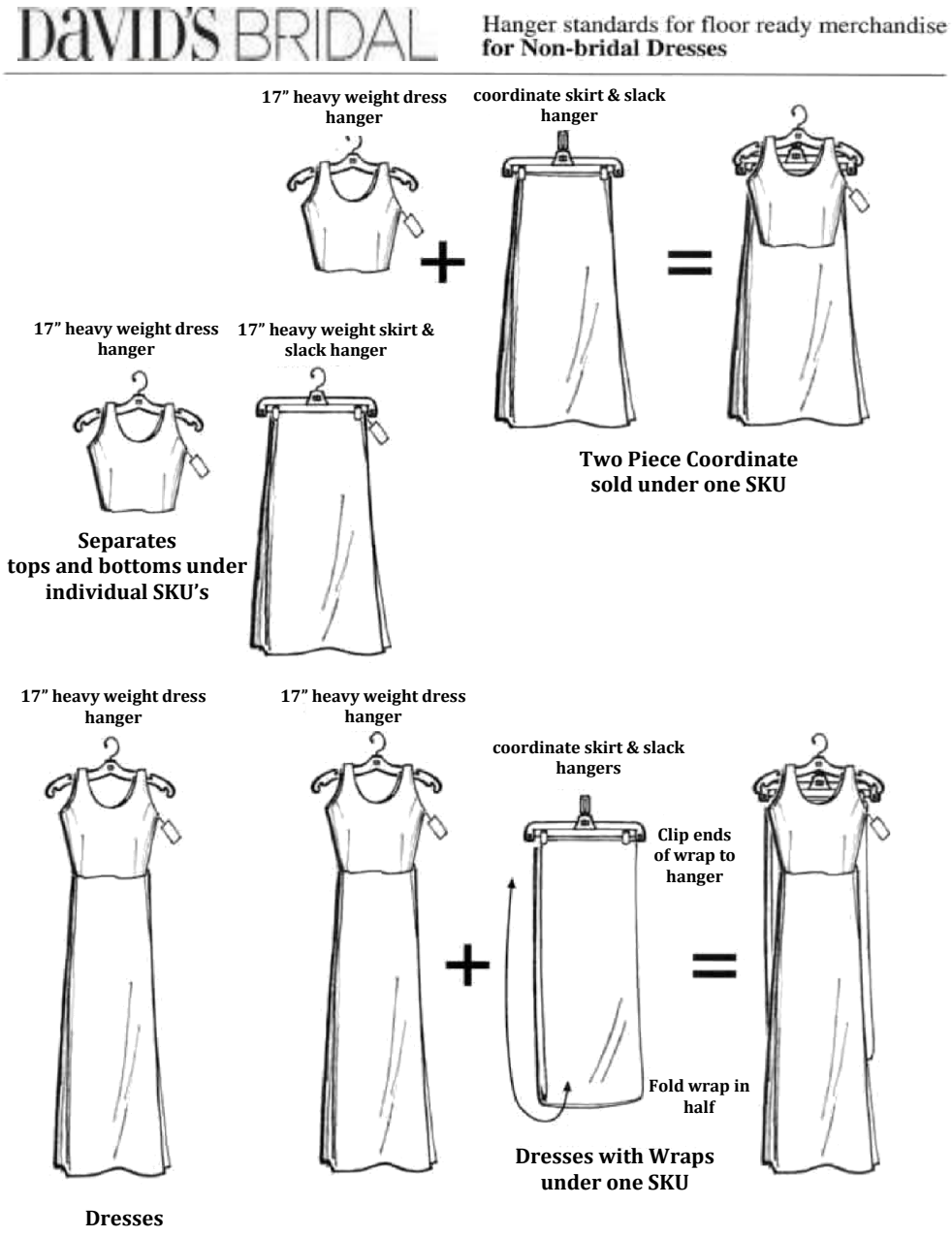
Polybags Requirements

All garments shipped to the David's Bridal Conshohocken Distribution Center must be in individual bags (one per garment). Vendors are required to follow these guidelines:

- The bag must be clear and transparent. For example, do not use white bags.
- The bag must have a thickness of at least 1 millimeter. Please be sure to use high-quality bags that are pliable and do not tear easily.
- When possible, the bag should be long enough to enclose the garment without folding it, but in all cases must not be more than 66 inches in length. This maximum length ensures the bag will not be dragged on the floor when in our hanging sortation system and will help prevent damages.
- Bag should be heat-sealed or tied in a knot if long enough, but not sealed with tape or any other sticky material.
- If a product consists of more than one piece (e.g., dress and a jacket), all pieces must be packed in the same bag.

Requirement 4.4 – GOH Packaging for Conshohocken DC, continued

Examples of GOH Units that are Hung Properly:



Requirement 4.4 – GOH Packaging for Conshohocken DC, continued

Dress Packing Standards

Place cardboard on the inside bottom of the carton, insert the individually bagged dresses on our approved hangers, and place more cardboard on top after all garments are in the carton to protect the units when the carton is opened.

Cardboard on Top



If This Requirement Is Not Met

- Garments missing hangers or received on hangers that are broken, dirty, or not on the authorized list will incur a chargeback of \$1.25 per unit. Labor to replace unusable or missing hangers may also incur a chargeback of \$35 per labor hour.
- Plastic bags that are incorrect length, too thin, torn, dirty, not properly sealed, or of poor quality will incur a chargeback of \$1.25 per unit. Labor to replace unusable or missing bags may also incur a chargeback of \$35 per labor hour.
- Any damages resulting from improper packing will be assessed chargebacks as per Section 3.4.
- All or part of a shipment that contains a packaging issue may be returned to the vendor. Vendor will be charged for the cost of the return freight and any labor time needed to process the RTV at a rate of \$35 per labor hour. In addition, the cost of inbound freight will be charged back to the vendor.
- David's Bridal retains the right to apply a chargeback of up to 10% of the total invoice or retail value of the shipment. This penalty will be applied to compensate David's Bridal for the impact the packaging issue has on our product assortment, merchandizing plan, lost sales, and customer service.

Requirement 4.5 – Flat Requirements for Bristol Distribution Center

The David's Bridal Distribution Center in Bristol PA has a flat-packing sortation system and unique requirements for labeling, ticketing and packaging. Garments and other items processed out of our Bristol DC must be packed flat and may not be on a hanger. Some examples of product types that ship to this facility are Bridal and Flower Girl dresses, and Accessories like gifts, headpieces, jewelry, shoes, bras and slippers. Other garments, like Informal Bridal and Bridesmaids dresses, are processed out of our garment on hanging Distribution Center in Conshohocken PA and have very different requirements. It is critical for vendors to understand and precisely follow the specific ticketing and packaging requirements for the Distribution Center where their products will be shipped. These requirements must be followed even if your product is shipping directly to a David's Bridal Store.



Bristol Distribution Center Flat Sortation Equipment Requirements

Picked units are placed on a conveyor with “bomb-bay door” bins, one unit per bin. Our scanner reads the bar code on the David's Bridal retail price ticket. When the conveyor bin reaches a designated chute by Store, the bottom of the bin opens and the item drops 4 feet into the chute. Units are then packed into cartons for shipment to Stores.

- Vendor packaging must protect the unit from a drop of 4 feet and from other units landing on top of it.
- Vendor packaging must protect the merchandise from material handling issues and prevent the package from opening in our conveyor equipment. For example, shoe boxes must have elastic bands around them to prevent the lids of the boxes from flying off in our sortation system.
- Each individual saleable unit must have its own individual, fully sealed packaging (bag, box, etc.). Bags should be heat-sealed and should not be sealed with tape or any other sticky material.
- Each unit must have a scannable David's Bridal UPC bar code ticket affixed to the outside of the packaging (bag, box, etc.). Some products require a 2nd David's Bridal price ticket attached to the unit itself. The UPC bar code ticket should be centered and affixed to the flat side of the unit packaging facing away from the display side.
- The dimensions of each unit may not exceed 21" x 21" x 7".

A fully packaged and ticketed product sample is required for any new item shipping to our Bristol Distribution Center prior to the receipt of the Purchase Order. Samples are required for both new vendors and for new styles produced by existing vendors. Our Bristol DC management team will review the sample and perform an equipment functionality test, scan the bar code to ensure it works properly, and approve the packaging and ticket placement. Failure to follow this very important step can result in receiving and product delays when the PO arrives, including an RTV in some cases.

Requirement 4.5 – Flat Requirements for Bristol DC, continued

If This Requirement Is Not Met

- If a fully packaged and ticketed product sample for a new item shipping to our Bristol Distribution Center was not received and approved by David's Bridal prior to the receipt of the Purchase Order, the vendor will incur a chargeback of \$500.
- All or part of a shipment without an approved product sample may be returned to the vendor. Vendor will be charged for the cost of the return freight and any labor time needed to process the RTV at a rate of \$35 per labor hour. In addition, the cost of inbound freight will be charged back to the vendor.
- David's Bridal retains the right to apply a chargeback of up to 10% of the total invoice or retail value of the shipment. This penalty will be applied to compensate David's Bridal for the impact the sample issue has on our product assortment, merchandizing plan, lost sales, and customer service.

The following violations will incur a penalty of \$1.25 per unit and the labor hours needed for problem resolution at a rate of \$35 per labor hour. The chargeback penalties defined above may also be applied at the discretion of David's Bridal:

- Units not individually packed or packaging not properly sealed.
- Unit size exceeding the maximum dimensions of 21" x 21" x 7".
- Missing, incorrect, or unscannable David's Bridal UPC bar code tickets.
- Unauthorized tickets, bar codes or hang tags on received merchandise.

Requirement 4.6 – Sample Approval Process for Bristol Distribution Center

Sample Approval Process Requirements

A fully packaged and ticketed product sample is required for any new item shipping to our Bristol Distribution Center prior to the receipt of the Purchase Order. Samples are required for both new vendors and for new styles produced by existing vendors. Our Bristol DC management team will review the sample and perform an equipment functionality test, scan the bar code to ensure it works properly, and approve the packaging and ticket placement. Failure to follow this very important step can result in receiving and product delays when the Purchase Order arrives, including an RTV in some cases.

Please follow the steps outlined below for any new style that will be sent to our Bristol DC:

1. Coordinate with your Buyer to have a fully packaged and ticketed product sample shipped to the Bristol DC – Attention: Mike Murphy / Bob Rose, 100 Crossings Drive, Bristol PA 19007.
 - The sample should be sent separately and should not be included in any PO quantities.
 - The DC sample and TOP sample must be sent separately. The TOP sample must be sent to your Buyer at our Conshohocken corporate office address for approval.
 - For garments, a 1-piece sample of any size is needed for each style.
2. Email your Buyer and provide the following:
 - Email Subject Line – Vendor Name, New Product Sample for 8-digit SKU or Vendor Style Number.
 - Email Body – Tracking #, 8-digit SKU or Vendor Style Number, the first PO number and expected PO arrival date.
 - Units may not be shipped with any unauthorized tickets, hangtags, cards, etc. attached to them. Any exceptions to allow a vendor hangtag or card must be approved by your Buyer during the sample process and prior to shipping the Purchase Order. An approved extraneous vendor hangtag or card may not have a price on it.
3. Our DC team will test the sample and provide feedback to your Buyer within 2 business days of receiving it. Your Buyer will then follow up with you to confirm whether the sample passed or failed.
 - Based on the results of the sample review, you may need to make modifications to the packaging, labeling, etc. Please allow sufficient time to complete this process prior to shipping the Purchase Order in case packaging changes and additional product samples are necessary.

Requirement 4.7 – Flat Packaging and Ticketing for Bristol Distribution Center

Flower Girl Dresses

- David's Bridal Ticket Type: One Hang Tag and One Sticker
Where Affixed: Hang Tag at seam, Sticker centered on outside of plastic bag



Handbags

- David's Bridal Ticket Type: One Hang Tag and One Sticker
Where Affixed: Hang Tag inside of bag, Sticker centered on outside of plastic bag



Sashes

- David's Bridal Ticket Type: One Hang Tag and One Sticker
Where Affixed: Hang Tag attached to item, Sticker on outside plastic bag in center



Requirement 4.7 – Flat Packaging and Ticketing for Bristol DC, continued

T-Shirts

- David's Bridal Ticket Type: One Hang Tag and One Sticker
Where Affixed: Hang Tag at seam, Sticker centered on outside of plastic bag



Books

- David's Bridal Ticket Type: Two Stickers
Where Affixed: One Sticker on inner plastic and One Sticker centered on outside of plastic bag



Ribbons

- David's Bridal Ticket Type: Two Stickers
Where Affixed: One Sticker on inner case and One Sticker centered on outside of plastic bag



Requirement 4.7 – Flat Packaging and Ticketing for Bristol DC, continued

Bras

- David's Bridal Ticket Type: One Hang Tag and One Sticker
Where Affixed: Hang Tag at seam, Sticker centered on outside of plastic bag



Slips

- David's Bridal Ticket Type: One Hang Tag and One Sticker
Where Affixed: Hang Tag at seam, Sticker centered on outside of plastic bag



Garters

- David's Bridal Ticket Type: Two Stickers
Where Affixed: One Sticker on back of card, One Sticker centered on outside of plastic bag



Requirement 4.7 – Flat Packaging and Ticketing for Bristol DC, continued

Shapewear

- David's Bridal Ticket Type: One Hang Tag and One Sticker
Where Affixed: Hang Tag at seam, Sticker centered on outside of plastic bag



Outerwear

- David's Bridal Ticket Type: One Hang Tag and One Sticker
Where Affixed: Hang Tag at seam, Sticker centered on outside of plastic bag



Gloves

- David's Bridal Ticket Type: One Sticker
Where Affixed: Sticker centered on outside of plastic bag



Requirement 4.7 – Flat Packaging and Ticketing for Bristol DC, continued

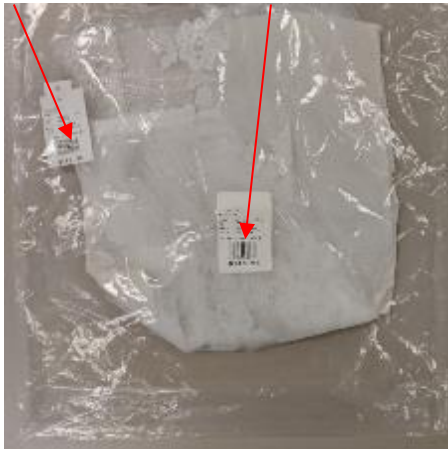
Headpieces

- David's Bridal Ticket Type: One Hang Tag and One Sticker
Where Affixed: Hang Tag attached to item, Sticker centered on outside of plastic bag



Veils

- David's Bridal Ticket Type: One Hang Tag and One Sticker
Where Affixed: Hang Tag on edge of unit, Sticker centered on outside of plastic bag



Headbands

- David's Bridal Ticket Type: One Hang Tag and One Sticker
Where Affixed: Hang Tag attached to item, Sticker centered on outside of plastic bag



Requirement 4.7 – Flat Packaging and Ticketing for Bristol DC, continued

Jewelry – Displayed on Cards

- David's Bridal Ticket Type: Two Stickers
Where Affixed: One Sticker on back of card, One Sticker centered on outside of plastic bag



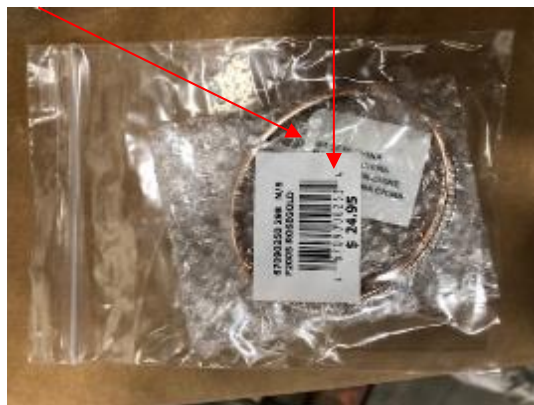
Important Requirement for Earrings

- Earrings with posts must have padding or covers protecting the sharp points. David's Bridal requires some type of protective packaging to ensure our employees and customers can safely handle the product.



Jewelry – Not Displayed on Cards

- David's Bridal Ticket Type: One Hang Tag and One Sticker
Where Affixed: Hang Tag on clasp, Sticker centered on outside of plastic bag



Requirement 4.7 – Flat Packaging and Ticketing for Bristol DC, continued

If This Requirement Is Not Met

- If units are not ticketed, if tickets are improperly affixed, or if incorrect or unscannable tickets are affixed, David's Bridal will have to print the correct tickets and affix them. A chargeback will be applied based on a penalty of \$1.25 per unit and the labor hours incurred at a rate of \$35 per labor hour, at the discretion of David's Bridal.
- All or part of a shipment that contains a packaging or ticketing issue may be returned to the vendor. Vendor will be charged for the cost of the return freight and any labor time needed to process the RTV at a rate of \$35 per labor hour. In addition, the cost of inbound freight will be charged back to the vendor.
- David's Bridal retains the right to apply a chargeback of up to 10% of the total invoice or retail value of the shipment. This penalty will be applied to compensate David's Bridal for the impact the packaging or ticketing issue has on our product assortment, merchandizing plan, lost sales, and customer service.
- Any damages resulting from improper packing will be assessed chargebacks as per Section 3.4.

Requirement 4.8 – Special Shoe Standards and Guidelines

Shoe Label Requirements

Label Contents

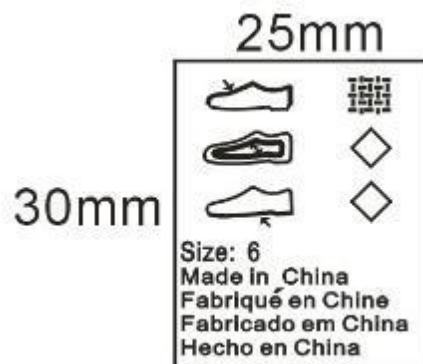
Labels for shoes should include the following information:

- Style Name and Size
- Country of Origin – all products must indicate Country of Origin in English, French, and Spanish.
- Fiber Content – labels should show fiber content using the universal symbols for the various materials used in shoe construction.
- Leather vs. Imitation Leather Products – disclosure of non-leather content should be made for material that appears to be, but is not, leather.
- Children’s Product Tracking (for Children’s Products only)
 - Includes Manufacturer or private labeler name, location and date of production, and batch/lot/run number

For guidance concerning shoes made of leather or imitation leather, see the [FTC’s Guides](#) for Select Leather and Imitation Leather Products, 16 C.F.R. Part 24.

Example of Label Applied as a Sticker

Here’s an example of a label that was attached to the sole of the shoe by sticker:



Example of Label Printed Inside Shoe

Label information may also be printed directly inside the shoe, as in this example:

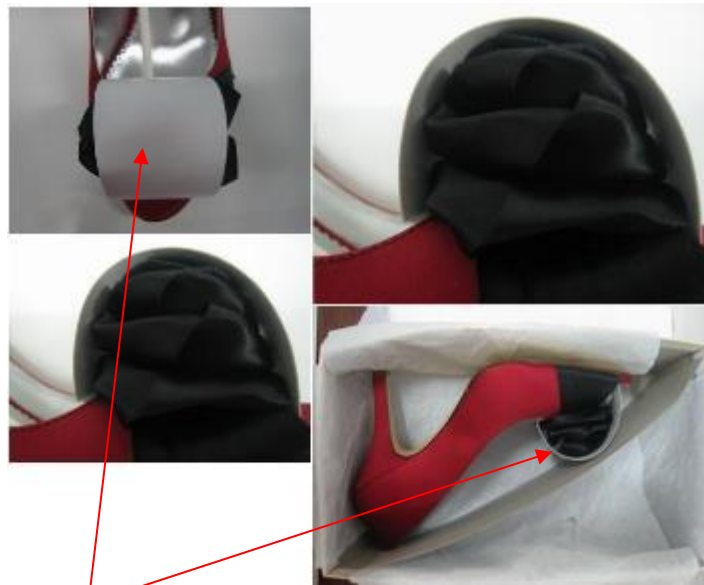


Requirement 4.8 – Special Shoe Standards and Guidelines, continued

Boxed Shoe Packing Requirements

Embellishments

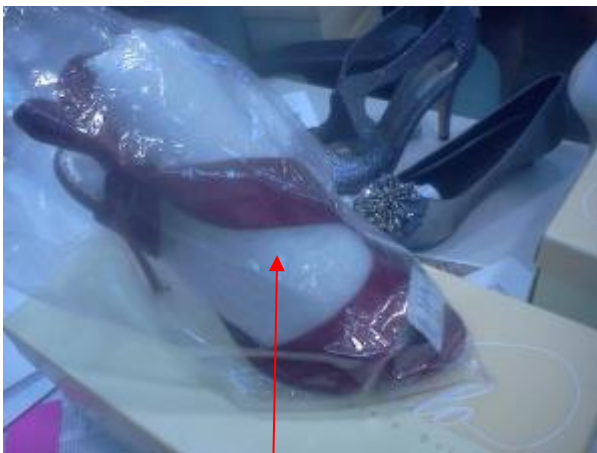
When a shoe has special embellishments (such as rhinestones, bows, etc.), extra padding to protect the embellishment may be necessary. See the below example for a bow:



Cardboard pad wrapped around bow embellishment

Inserts

Once embellishments are protected, foam padding or cardboard inserts are to be placed into each shoe to support the shoe's shape. For closed-back shoes, rods are to be inserted:



Foam padding



Rod in shoe

Requirement 4.8 – Special Shoe Standards and Guidelines, continued

Boxed Shoe Packing Requirements, continued

Bagging Each Shoe

Each individual shoe must be wrapped in a polybag, with a silica gel pack in each bag for moisture absorption. Micro-Pak or any other type of moisture absorbing product is prohibited and may not be used. Only silica gel packs are permitted.



Silica Gel Pack

Box Lining and Insert

Each shoe box must be lined with white tissue paper and contain a cardboard insert between the two shoes:



White tissue



Cardboard between shoes

Requirement 4.8 – Special Shoe Standards and Guidelines, continued

Boxed Shoe Packing Requirements, continued

Sealing the Box - Elastic Band Requirement

After all packaging and inserts are in place, the box lid must be secured by at least one elastic band around the box (preferably two, one running lengthwise and one around the center) to prevent the lid from coming loose while in the sortation system at our Bristol Distribution Center.



Shoe Ticketing Requirements

Shoes - Boxed

Two sticker-type tickets are attached to each box, one on the box underside and the other on the front. All shoe vendors must be capable of printing a “pencil sketch” picture of the shoe on your own sticker ticket or on a separate sticker, and must attach it to the shoe box front.



Ticket on Underside of Box



Ticket on Front of Box



Pencil Sketch Ticket

Requirement 4.8 – Special Shoe Standards and Guidelines, continued

Shoe Ticketing Requirements, continued

Shoes – Bagged

- David's Bridal Ticket Type: One Hang Tag and One Sticker
Where Affixed: Hang Tag attached to the footbed or strap of the shoe, Sticker centered on outside of plastic bag



Sticker on Outside of Bag Hang Tag Ticket Silica Gel Pack

If This Requirement Is Not Met

- If units are not ticketed, if tickets are improperly affixed, or if incorrect or unscannable tickets are affixed, David's Bridal will have to print the correct tickets and affix them. A chargeback will be applied based on a penalty of \$1.25 per unit and the labor hours incurred at a rate of \$35 per labor hour, at the discretion of David's Bridal.
- If shoe boxes are missing the required elastic bands around them, David's Bridal will have to affix the bands to prevent the lids of the boxes from flying off in our sortation system. A chargeback will be applied based on a penalty of \$1.25 per unit and the labor hours incurred at a rate of \$35 per labor hour, at the discretion of David's Bridal.
- If shoe boxes are missing the required Silica gel pack, a chargeback will be applied based on a penalty of \$1.25 per unit and the labor hours incurred at a rate of \$35 per labor hour, at the discretion of David's Bridal.
- All or part of a shipment that contains a packaging or ticketing issue may be returned to the vendor. Vendor will be charged for the cost of the return freight and any labor time needed to process the RTV at a rate of \$35 per labor hour. In addition, the cost of inbound freight will be charged back to the vendor.
- David's Bridal retains the right to apply a chargeback of up to 10% of the total invoice or retail value of the shipment. This penalty will be applied to compensate David's Bridal for the impact the packaging or ticketing issue has on our product assortment, merchandizing plan, lost sales, and customer service.
- Any damages resulting from improper packing will be assessed chargebacks as per Section 3.4.

Section 5 – Purchase Orders

Requirement 5.1 – Receiving Purchase Orders

The Importance of On Time Delivery

David's Bridal customers need their merchandise by specific dates to be altered and worn at weddings, proms, and other important events. We will be making promises to customers regarding product availability based on Purchase Order delivery dates. Therefore, it is critical for our business to know exactly how much product we can expect and exactly when we can expect it to arrive.

Delivery Window - First Delivery Date and Cancel Date

- All David's Bridal Purchase Orders have a delivery “window” defined by a First Delivery Date (earliest date product can arrive) and a Cancel Date (the latest date product can arrive). These Purchase Order dates are based on standard lead times negotiated with your company and can only be modified in writing upon agreement between you and your Buyer. Product delivery to our Distribution Centers or Stores must take place within the dates of the delivery window.
 - For example: First Delivery Date 8/21/19, Cancel Date 8/28/19
Product cannot arrive before 8/21/19 or after 8/28/19

Receiving and Reviewing Purchase Orders

- Each time you receive a Purchase Order, you should review your production schedule, materials stock, and/or finished product stock situation to determine if the Purchase Order can be delivered by the Cancel Date. If you receive a Purchase Order from us that you do not feel you can fulfill by the Cancel Date, contact your Buyer immediately to discuss the situation. Occasionally, we can adjust our plans to accommodate your production schedule.
- David's Bridal is not yet EDI capable for domestic Purchase Orders. You will receive Purchase Orders by email. Please note that a Purchase Order is considered accepted by the vendor after it is sent by email, unless the vendor notifies David's Bridal that they cannot fulfill the Purchase Order no more than 5 business days after the date the Purchase Order was sent.

Purchase Order Types

- Bulk PO – this Purchase Order will say “Bulk” or be designated with a “B”. Vendors will ship Bulk PO's to a David's Bridal Distribution Center. Bulk PO's must contain only one SKU (style/color/size) per carton. Do not mix styles, colors, or sizes in the same carton. All units must be from the same Purchase Order and Country of Origin.
- Prepack PO – this Purchase Order will say “Prepack” or be designated with a “P”. Vendors will ship Prepack PO's directly to a David's Bridal Store. Prepacks are the only type of PO where mixed SKU's (style/color/size) are permitted to be in the same carton and are often used by David's Bridal to quickly roll out new product to the entire chain. All units must be from the same Purchase Order and Country of Origin.

Refer to Section 5.4 – Packing Purchase Orders for specific instructions on how to pack the different types of PO's.

Requirement 5.1 – Receiving Purchase Orders, continued

If This Requirement Is Not Met

Purchase Orders which arrive prior to the First Delivery Date or after the Cancel Date without the expressed permission of your Buyer will result in one or more of the following penalties, at David's Bridal discretion:

- David's Bridal may return the shipment to the vendor. Vendor will be charged for the cost of the return freight and any labor time needed to process the RTV at a rate of \$35 per labor hour. In addition, the cost of inbound freight will be charged back to the vendor.
 - Even if David's Bridal opts to accept the shipment, a chargeback of up to 10% of the Purchase Orders total invoice or retail value may be applied to compensate David's Bridal for the impact the early/late shipment has on our product assortment, merchandizing plan, lost sales, and customer service, at the discretion of the Buyer.
 - A Purchase Order shipped to the wrong address will be assessed a chargeback of \$20 per carton. If delivery to the wrong address also causes the Purchase Order to be late, the chargeback for lateness defined above may also be applied at the discretion of David's Bridal.
-

Requirement 5.2 – No Unauthorized Substitutions

Can Vendors Substitute One Item for Another On a Purchase Order?

- You may not substitute styles, colors, or sizes for those on Purchase Orders without authorization. The Purchase Order must be fulfilled as submitted to you by David's Bridal. No product may ever be shipped to David's Bridal unless it is included in an approved Purchase Order.
- If you cannot fulfill all or part of a Purchase Order you previously accepted from David's Bridal, contact your Buyer immediately. There may be occasions when David's Bridal can accept other styles, colors, or sizes you are ready to ship. If a substitution is authorized, your Buyer will modify the PO so we can receive what you are actually sending and you can avoid a chargeback.

If This Requirement Is Not Met

No chargeback will be assessed if David's Bridal has authorized a substitution and modified the Purchase Order before it is shipped. However, if our Distribution Center or Stores receive any styles, colors, or sizes which are not on an approved Purchase Order, the following actions may be taken at the discretion of David's Bridal.

- All or part of the shipment that contains an unauthorized substitution may be returned to the vendor. Vendor will be charged for the cost of the return freight and any labor time needed to process the RTV at a rate of \$35 per labor hour. In addition, the cost of inbound freight will be charged back to the vendor.
- If a shipment with the unauthorized substitution is accepted and received, David's Bridal also may apply a Purchase Order adjustment chargeback of \$250.
- David's Bridal retains the right to apply a chargeback of up to 10% of the total invoice or retail value of the shipment. This penalty will be applied to compensate David's Bridal for the impact the unauthorized substitution has on our product assortment, merchandizing plan, lost sales, and customer service.

Requirement 5.3 – Shortages and Overages

Policy Regarding Shortages and Overages

- You may not ship a Purchase Order with either fewer or more units ordered without authorization. The Purchase Order must be fulfilled as submitted to you by David's Bridal, and sent in one complete shipment (multiple shipments per PO are not permitted).
- If you cannot fulfill all or part of the units on a Purchase Order you previously accepted from David's Bridal, contact your Buyer immediately. There are occasions when David's Bridal can accept fewer or more units, however we must be notified before the Purchase Order is shipped. If a change in unit volume is authorized, your Buyer will modify the Purchase Order so we can receive the amount you are actually sending and you can avoid a chargeback.

If This Requirement Is Not Met

No chargeback will be assessed if David's Bridal authorizes a change in unit volume and modifies the Purchase Order before it is shipped. However, if our Distribution Center or Store receives any amount of units which is different from the amount on the Purchase Order, or receives partial shipments for any Purchase Order, the following actions may be taken at the discretion of David's Bridal.

- All or part of the shipment that contains an overage (higher number of units delivered than ordered on the PO) may be returned to the vendor. Vendor will be charged for the cost of the return freight and any labor time needed to process the RTV at a rate of \$35 per labor hour. In addition, the cost of inbound freight will be charged back to the vendor.
- A shipment with a shortage (fewer number of units delivered than ordered on the PO) may be assessed a chargeback of up to 10% of the total invoice or retail value of the shipment. This penalty will be applied to compensate David's Bridal for the impact the shortage has on our product assortment, merchandizing plan, lost sales, and customer service.
- A Purchase Order received across multiple shipments will incur a chargeback of \$250, even if eventually received complete.
- If a shipment with an overage or shortage is accepted and received, David's Bridal will apply a Purchase Order adjustment chargeback of \$100.

Please avoid these substantial chargebacks by always contacting your Buyer for authorization before shipping fewer or more units than were ordered on the Purchase Order.

Duplicate / Cancelled Shipments Penalty

- Shipment of a duplicate or cancelled Purchase Order, unless expressly authorized by David's Bridal, will be returned to the vendor and will incur a chargeback of \$250. This chargeback will be applied even if David's Bridal opts to accept the duplicate or cancelled Purchase Order. Vendor will also be charged for the cost of the inbound freight, return freight, and any labor time needed to process the RTV at a rate of \$35 per labor hour.

Requirement 5.4 – Packing Purchase Orders

Our Distribution Centers and Stores have unique processes that rely on bar code scanning and the proper markings appearing on each carton. The following requirements apply to all shipments to David's Bridal and must be followed exactly:

Carton Requirements

- All units in a Purchase Order must be from the same Country of Origin. If you are unable to source all units in a Purchase Order from the same Country of Origin, contact your Buyer immediately to determine if separate Purchase Orders can be issued for each Country.
- All Purchase Orders must be packed separately. Do not mix units from different Purchase Orders in the same carton.
- Each carton must contain only one SKU (style/color/size). Do not mix styles, colors, or sizes in the same carton. Mixed SKU's are only permitted for Prepack Purchase Orders shipping directly to a David's Bridal Store.
- Cartons must be constructed of corrugated material and be of sufficient size to accommodate the merchandise within (no bulging sides, tops, or seams).
- A carton must not exceed 50 lbs. in weight.
- Unit quantity is limited to 250 pieces per carton. This requirement is only applicable for smaller Accessory items such as gifts and jewelry (excludes swatches).
- Loose space in a carton must be filled with packing material to prevent items from being damaged during shipment.
- A Packing List must be included on the outside of the lead carton (e.g., carton #1) for each Purchase Order that is shipping to a specific location (Distribution Center or Store). The Packing List must be attached to the outside of the lead carton in an envelope and not taped directly to the lead carton. See page 60 of the manual for a complete list of our Packing List requirements.

Carton Dimension Requirements

David's Bridal has specific carton dimension requirements for each of our Distribution Centers. We specify these carton sizes because they are the only sizes that will fit on the racks in the narrow aisles in our Distribution Centers.

- **Bristol Distribution Center**
 - Cartons may not exceed 28" in length, 23" in width, or 22" in height.
- **Conshohocken Distribution Center**
 - Cartons containing garments must be exactly 24" long x 15" wide and up to a maximum of 24" high.

Here are examples of four standard carton sizes:

 - 24" long x 15" wide x 6" high,
 - 24" long x 15" wide x 12" high,
 - 24" long x 15" wide x 18" high, or
 - 24" long x 15" wide x 24" high.

Requirement 5.4 – Packing Purchase Orders, continued

Carton Marking Requirements

David's Bridal has specific carton marking requirements that apply to all shipments to our facilities. If any of the required information is missing or not clearly marked, it brings our operations to a standstill as we are unable to quickly and efficiently facilitate the receiving process. Please avoid substantial chargebacks by ensuring all shipments are compliant with our carton marking requirements.

The following information must be clearly marked on one side of all cartons (not the top or bottom or multiple sides):

- Ship-to address
- David's Bridal PO number
- Your vendor name and/or number
- Quantity of units (by SKU only if the PO is a Prepack & multiple SKU's are in the carton)
- Carton # of PO (1 of __, 2 of __, 3 of __, etc.)
- A David's Bridal scannable UPC bar code ticket that exactly matches the SKU inside the carton must be attached to the outside of each carton (see below picture for an example). This is an extra retail ticket, i.e., the same as the tickets you attach to each unit. If your tickets are not stickers, attach the ticket to the carton with clear tape. Tickets may also be photocopied and the copy attached to the outside of the carton.
- Please note that if you are having shipments sent directly from a third party to David's Bridal, all carton markings are still required as specified above, so make sure to inform your third party partner of all these packing requirements.
- You may also use a UCC-128 label for the carton markings requirement, however all of the required information stated above must be clearly marked on the label or on one side of all cartons (not the top or bottom or multiple sides).

Example of a Properly Marked Carton



Requirement 5.4 – Packing Purchase Orders, continued

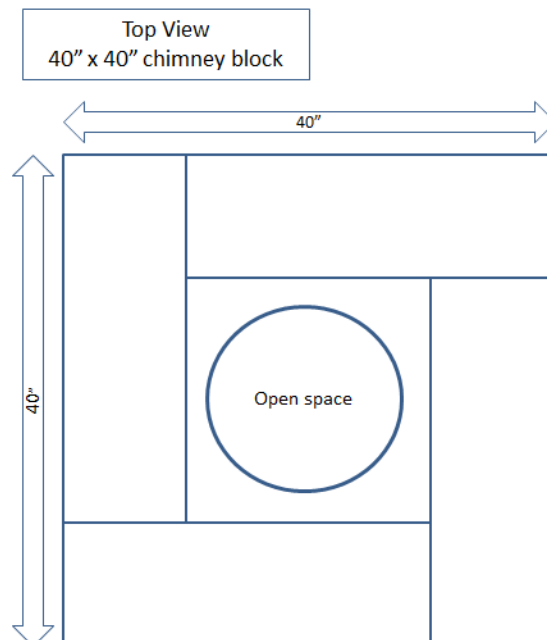
Packing List Requirements

- A Packing List must be included on the outside of the lead carton (e.g., carton #1) for each Purchase Order that is shipping to a specific location (Distribution Center or Store). The Packing List must be attached to the outside of the lead carton in an envelope and not taped directly to the lead carton.
- The Packing List must include the Country of Origin and contain a listing of all units in the shipment by Purchase Order, presented in carton number, style, color, and size sequence.
- Other information to be included on the Packing List is your company name, address, phone #, delivery location, ship date, and invoice number.
- All Packing Lists must be typed, not hand-written.

See [Appendix C – Sample Packing List](#) for an example of an acceptable packing list.

Palletizing Cartons

- Purchase Orders with a total shipment weight over 1,000 lbs. must be stacked on pallets (minimum size 40" x 40") and shipped via UPS Freight Less-Than-Truckload (LTL) service. Purchase Orders with a total shipment weight under 1,000 lbs. will not be palletized and will ship via UPS Ground service.
- Cartons stacked on a pallet must not exceed 6 feet in height to prevent the bottom cartons from being crushed.
- Cartons must be grouped together by Purchase Order.
- Pallets must be in good condition and constructed to bear the weight of the merchandise.
- Cartons should be stacked in a "chimney block" pattern with the markings visible (facing outward), and be shrink-wrapped.
- Pallets must not be pin wheeled or double-stacked in the delivery truck.



Requirement 5.4 – Packing Purchase Orders, continued

If This Requirement Is Not Met

The following violations will incur a chargeback of \$15 per carton for each violation and the labor hours incurred at a rate of \$35 per labor hour, at the discretion of David's Bridal:

- Units from different Purchase Orders in the same carton.
- Mixed SKU's in the same carton, i.e., different styles, colors, or sizes in the same carton. Mixed SKU's are only permitted for Prepack Purchase Orders shipping directly to a David's Bridal Store.
- Carton exceeding dimension limits.
- Carton excessively packed (bulging), in poor condition, or weighing more than 50 pounds.
- Carton exceeding unit quantity limit (250 pieces per carton).
- Missing, incorrect, or illegible carton markings.
- Missing, incorrect, or unscannable UPC bar code ticket on outside of carton.

The following violations will incur a chargeback of \$200 per Purchase Order for each violation and the labor hours incurred at a rate of \$35 per labor hour, at the discretion of David's Bridal:

- Missing Packing List.
- Packing List with missing or incorrect information, including when a shipment's actual unit count does not match the unit count on the Packing List.
- Hand-written or otherwise illegible Packing List.

The following violations will incur a chargeback of \$200 per pallet for each violation and the labor hours incurred at a rate of \$35 per labor hour, at the discretion of David's Bridal:

- Pallets in poor condition.
- Cartons stacked on pallets exceeding height limit of 6 feet.
- Cartons not properly shrink-wrapped or secured on pallets.
- Cartons not grouped together by Purchase Order.
- Pallets that are pin wheeled or double-stacked in the delivery truck.

Requirement 5.5 – Purchase Order Invoicing

This section of the manual only provides instructions for Purchase Order invoicing. For a complete list of the David's Bridal Purchase Order Terms and Conditions, please refer to [Appendix A-3 – Terms and Conditions of Purchase Orders](#).

1. A separate invoice must be submitted for each Purchase Order. In the case of drop-shipments to our Stores, a separate invoice must be submitted for each Store shipment (and such invoice must show the Store number).
2. All invoices must show the Purchase Order number and provide a detailed, itemized description of the product shipped.
3. The prices and quantities on an invoice must match the Purchase Order specifications. If there is any difference between what you are billing for and what was ordered on the Purchase Order, the Purchase Order must be modified by your Buyer to match the invoice before Accounts Payable will issue any payment.
4. No product may be shipped or invoiced unless it is included on an approved Purchase Order.
5. Invoices may not be dated or sent to Accounts Payable prior to the merchandise ship date.
6. David's Bridal reserves the right to require proof of delivery for any invoice upon request.
7. All itemized invoices and accompanying documents (including executed shipping documents) must be sent directly to David's Bridal, Inc. Attn: Accounts Payable Department, 1001 Washington Street, Conshohocken PA 19428. You may also email these documents as .pdf attachments to invoices@dbi.com. Do not send invoices to our Store, Distribution Center, or any other location.
8. Payment will be delayed or withheld for invoices that do not include the required information and/or accompanying documents or are otherwise not in conformance to the invoicing requirements.
9. David's Bridal applies chargebacks assessed to a Purchase Order by deducting the chargeback amount from the payment made on the Purchase Order, or from a future payment if the Purchase Order invoice has already been paid.
10. A Vendor Violation Advice will be sent electronically to your company whenever a chargeback is processed. The Advice forms will explain the non-compliance issues we found and include photos of the violation (if applicable). A vendor should thoroughly review the documentation to ensure that the necessary corrections are made and future shipments are compliant with our requirements. A vendor may submit further evidence or information to the Vendor Compliance department if they wish to dispute a chargeback, but they should do so within 90 days of the Advice Date. David's Bridal will not accept or consider any disputes made more than 90 days after the Advice is issued.
11. David's Bridal will pay all invoices within ninety (90) days of receipt unless otherwise specifically agreed upon in writing by David's Bridal.

Section 6 – Shipping to David’s Bridal

Requirement 6.1 – Determining Shipping Arrangements

Who Pays for Shipping?

David's Bridal and your company will jointly determine who will pay for shipping goods to our facilities (Distribution Center or Store). Your company may choose to pay your own shipping costs; however, most vendors choose to have David's Bridal pay for shipping because we have very favorable rates with UPS. If David’s Bridal pays for shipping, we expect a cost concession on unit price or we may gross down the PO to cover costs of shipping. Before deciding on this point, you should discuss shipping arrangements with your Buyer to determine whether it is more economical for David's Bridal or the vendor to pay for shipping.

When David’s Bridal Pays for Shipping

David’s Bridal will only pay for shipping when we provide the vendor with a unique UPS 3rd party billing account to use when shipping goods to our facilities. The UPS 3rd party billing account will be linked to the vendor’s shipping address and may only be used to ship from that particular location. If you ship from multiple addresses, we will need to create a unique UPS 3rd party billing account for each shipping location. Any charges associated with the proper use of these accounts will be billed directly to David’s Bridal under our contracted rates.

- Vendor Compliance will submit a request to UPS to create a 3rd party billing account for your company. To establish this account, you will need to provide us with the following information:
 - Shipping Contact Name, Email Address, and Phone Number
 - Company Name (if you use a 3rd party distribution company)
 - Exact Address, City, State, and Zip Code where your products will be shipped from (no PO box addresses allowed) and the Days of Operation.
- Once a UPS 3rd party billing account has been established, David’s Bridal will send you a UPS Routing Guide (aka Appendix D) containing your account number and comprehensive shipping instructions.
- We will closely monitor all incoming shipments, invoices, and use of our billing accounts to ensure compliance. Costs associated with any other method of shipment falling outside of our routing guidelines will not be paid by David’s Bridal and will be charged back to the shipper.
- Purchase Orders with similar Cancel Dates should be combined and shipped together as long as all products will be delivered on time.
- Vendors are required to use UPS Ground service for shipments with a total weight of 1,000 lbs. or less, and UPS Freight Less-Than-Truckload (LTL) service for shipments with a total weight over 1,000 lbs. Note that all freight shipments must be accompanied by a Bill of Lading (BOL).
- If your shipping address changes or if you add a new shipping location, you must notify the David’s Bridal Vendor Compliance department at VendorCompliance@dbi.com at least 2-3 weeks before the effective date to allow sufficient time for us to modify or create the account.
- We will only pay for domestic shipping costs to our facilities. David’s Bridal is not the importer of record for your product and we are not responsible for any international freight, tariff or duty costs.
- We do not pay vendor freight bills or reimburse for any accessorial charges. For example, if you ship product to us via FedEx, we will not pay the FedEx invoice.

Requirement 6.2 – Advanced Shipping Notices

Distribution Center Addresses

The David's Bridal Distribution Centers are located at the following addresses:

- Bristol DC – 100 Crossing Drive, Bristol PA 19007
- Conshohocken DC – 444 North Lane, Conshohocken PA 19428

Advanced Shipping Notices

David's Bridal requires an Advanced Shipping Notice (ASN) at least 24 hours prior to any anticipated delivery. ASN's should be sent via email to one of the following email addresses:

- For shipments to our Bristol PA Distribution Center, email the ASN to BristolASN@dbi.com. If you are unable to email your ASN, you may fax it to 610-943-2554.
- For shipments to our Conshohocken PA Distribution Center, email the ASN to ConshohockenASN@dbi.com. If you are unable to email your ASN, you may fax it to 610-943-2570.

The following information must be included on each ASN:

- Vendor name
- Original FOB point (i.e., your shipping address)
- Ship date
- Total shipment weight
- All PO numbers, style numbers, and total units for each PO
- Number of cartons by PO
- Carrier name and shipping method (e.g., UPS Ground or UPS Freight LTL)
- BOL number (for freight shipments only)

See [Appendix I - Sample Advanced Shipping Notice \(ASN\)](#) for examples of acceptable ASN's.

If This Requirement Is Not Met

- Missing, incorrect, or incomplete ASN's will result in a chargeback of \$200 for each PO delivered, or refusal of the merchandise at the dock, at David's Bridal discretion.

Requirement 6.3 – Shipping to a David’s Bridal Store

Some vendors will ship Purchase Orders directly to a David’s Bridal Store. These shipments will mainly be for Prepack Purchase Orders, which are often used by David's Bridal to quickly roll out new product to the entire chain. Occasionally, vendors will ship a Bulk Purchase Order directly to a David’s Bridal Store to fulfill an order for a customer with an upcoming event date. Because our customers need our products by specific dates to be worn at weddings, proms, and other important events, it is imperative that vendors ship to the correct David’s Bridal Store address.

Store Address List

David's Bridal provides a Store Address List on our Vendor Compliance web site. It is the responsibility of the vendor / shipper to regularly check the David’s Bridal Vendor Compliance site for changes to our documentation. The revision date is added to the end of the Store Addresses file name so you will know when it was last updated. For example - Store_Addresses_by_Number_7-15-19_update.pdf means the file was last updated on July 15, 2019.

https://www.davidsbridal.com/Content_Vendors_vendorcomplianceshipusa

We also include the effective date of the address change next to the Store Number to help you easily identify what has changed. In the below example, the address for Store 28 Pittsburgh was updated on November 12, 2018.

DB Store Number	Address
28: Pittsburgh - eff 11/12/18 P: 412-369-4800 F: 412-369-7455	6258 Northway Mall Dr Pittsburgh, PA 15237

Shipping to an incorrect Store address results in delivery delays, address correction charges and additional freight costs for David’s Bridal when UPS redirects the product to the correct address. Vendors should check the David’s Bridal Vendor Compliance web site for address updates every time they ship direct to Store to avoid costly product delays and chargebacks.

If This Requirement Is Not Met

A Purchase Order shipped to an incorrect address will result in one or more of the following penalties, at David's Bridal discretion:

- A Purchase Order shipped to the wrong address will be assessed a chargeback of \$20 per carton. If delivery to the wrong address also causes the Purchase Order to be late, the chargeback for lateness defined below may also be applied at the discretion of David’s Bridal.
- David's Bridal may return the shipment to the vendor. Vendor will be charged for the cost of the return freight and any labor time needed to process the RTV at a rate of \$35 per labor hour. In addition, the cost of inbound freight will be charged back to the vendor.
- Even if David's Bridal opts to accept the shipment, a chargeback of up to 10% of the Purchase Orders total invoice or retail value may be applied to compensate David's Bridal for the impact the late shipment has on our product assortment, merchandizing plan, lost sales, and customer service, at the discretion of the Buyer.

Section 7 – Chargebacks

Requirement 7.1 – Chargeback Policy and Procedure

David's Bridal applies chargebacks assessed to a Purchase Order by deducting the chargeback amount from the payment made on the Purchase Order, or from a future payment if the Purchase Order invoice has already been paid.

- A Vendor Violation Advice will be sent electronically to your company whenever a chargeback is processed. The Advice forms will explain the non-compliance issues we found and include photos of the violation (if applicable). A vendor should thoroughly review the documentation to ensure that the necessary corrections are made and future shipments are compliant with our requirements. A vendor may submit further evidence or information to the Vendor Compliance department if they wish to dispute a chargeback, but they should do so within 90 days of the Advice Date. David's Bridal will not accept or consider any disputes made more than 90 days after the Advice is issued.
- Only one copy of a Vendor Violation Advice will be sent to the vendor email address on record. Any additional copies and/or internal distribution of violation advices is solely the responsibility of the vendor. David's Bridal strongly encourages our vendors to create an email address that includes all necessary parties at your company and shipping centers that need to be aware of a chargeback issue or compliance update. For example, a vendor may create an email list named compliance@xyzcompany.com which includes their highest level contact, and a contact in several other departments like Accounts Receivable, Logistics, Sales, etc.

Requirement 7.2 – Vendor Scorecards

Scorecards are a tool used to measure and track the performance and effectiveness of how well our vendors adhere to our compliance requirements.

- Key Metric used to measure vendor performance is the % of PO's with Violations.
- The thresholds for % of PO's with Violations are:
 - Green 5% or less
 - Yellow 5% – 10%
 - Red > 10%That means out of 100 PO's shipped to us, 5 or less should have a violation.
- Each vendor will receive a quarterly, midyear, and annual summary of their overall performance as well as a breakdown by Buying Group. Vendors will be in one or more of the following Buying Groups: Bridal, Bridesmaids, Gifts, Intimates, Jewelry & Headpieces, Occasion, Ribbon/Sash/Swatch/Wrap, and Shoes/Bags/Gloves.

Vendors that do not maintain a Green status compliance rating of 5% or less may be disqualified from future business with David's Bridal. Vendors will be required to take remedial action to correct any issues, including product safety issues, which violate the David's Bridal Vendor Compliance requirements. Failure to remediate issues may result in disciplinary actions, including termination of business relationship, at David's Bridal's discretion. If you have any questions or concerns after reviewing this manual, or if you are having trouble adhering to any particular requirement, please contact the Vendor Compliance department at VendorCompliance@dbi.com for assistance.