



# **VENDOR COMPLIANCE MANUAL STANDARDS FOR ALL VENDORS**

This Vendor Compliance Manual contains all the standards and information pertinent to the sale of goods to the Orvis Company regardless of type or category.

## **TABLE OF CONTENTS**

### **TERMS AND CONDITIONS**

- Standard Terms and Conditions of Purchase
- Orvis Responsible Production Standard
- Consumer Product Safety Requirement
- Export Schedule B Requirement
- Restricted Substances Disclosure Requirements
- Drop Ball Test

### **INTRODUCTION**

- Return Acknowledgment
- Application
- Frequently Asked Questions

### **HAZARDOUS MATERIALS**

- Materials Safety Data Sheet

### **SAMPLING**

- Types of Samples
- Sample Payment Policy
- Invoice Procedure

### **PACKAGING/LABELING**

- Packaging Requirements
- Labels and Hangtags
- Barcodes

### **SHIPPING & ROUTING**

- General Requirements
- U.S. Routing Guide
- International Shipping Instructions
- International Documentation

### **BRANDING**

- Identity Standards
- Logo Usage
- Pantone Colors

### **FINANCIALS**

- Trade References

### **CHARGEBACKS**

- Return to Vendor
- 100% Inspections
- General Chargeback List

This manual supersedes all previous manuals. Last updated 7/17/19



## **VENDOR COMPLIANCE MANUAL**

# **TERMS AND CONDITIONS FOR ALL VENDORS**

### **Section 1**

STANDARD TERMS AND CONDITIONS OF PURCHASE. FAILURE  
TO COMPLY WILL RESULT IN CHARGEBACKS.

# STANDARD TERMS AND CONDITIONS OF PURCHASE

- 1. STANDARD TERMS AND CONDITIONS.** These standard terms and conditions of purchase shall apply to all orders issued by The Orvis Company, Inc. ("Orvis") to any Vendor (as identified on an applicable order) that has completed Orvis's vendor-qualification process or has otherwise acknowledged that these terms and conditions apply, and to any orders by Orvis to any Vendor that includes or references these terms and conditions. The use of VendorNet by any Vendor will constitute acknowledgment that these terms and conditions apply.
- 2. ACCEPTANCE.** No order by Orvis will be binding on Orvis until and unless Vendor has otherwise agreed to be bound exclusively by these terms and conditions, and until Vendor acknowledges the applicable order within ten (10) days of the order date as required in the VendorNet, or Orvis and Vendor otherwise have agreed in writing. Any proposal for additional or different terms or any attempt by Vendor to vary, in any respect, any of the terms of an offer is hereby objected to and shall not be binding on Orvis. If an order shall be deemed an acceptance by Orvis of a prior offer made by Vendor, such acceptance is expressly conditioned on Vendor's assent to these terms and conditions.
- 3. VENDOR MANUAL; CONTROLLING PROVISIONS.** Each of the manuals, certifications and documents located at: [orvis.com/s/orvis-vendor-information/700](http://orvis.com/s/orvis-vendor-information/700), are incorporated into these terms and conditions by reference, all of which may be updated from time to time (collectively, the "Vendor Manual"). Except as provided in Section 23 [DROP SHIPPING], if any provision or content in the Vendor Manual conflicts with the terms and conditions in this document, the terms and conditions in this document will control. Vendor is responsible for reading and understanding all information in the Vendor Manual.
- 4. PACKAGING AND SHIPPING.** Vendor shall suitably pack, mark and ship all goods in accordance with (a) all requirements in the Vendor Manual, (b) all Applicable Laws (as defined in Section 16 [COMPLIANCE WITH LAWS]), including those contained in the Federal Hazardous Materials Shipping Regulations (Code of Federal Regulations 49, Parts 100 to 185), and (c) the requirements of common carriers so as to secure lowest transportation costs, and no additional charges may be made to Orvis therefor, unless otherwise agreed. No charges may be made for packing, boxing, cartage or storage, unless authorized by Orvis in writing. Vendor shall properly mark each package or container with Orvis's order number and address, and when multiple packages or containers comprise a single shipment, shall consecutively number each package or container. Vendor shall include a packing slip in the package or container, or, in the case of multiple packages or containers in carton no. 1, indicating the order number, number of cartons (if applicable), and number of pieces (by style, color and size) in each carton. The order number shall also be shown on all bills of lading and invoices. Any Federal excise taxes or state sales or use taxes or any other Federal, state or local taxes must be shown separately on each invoice.
- 5. DELIVERY.** Shipments shall be made in the quantities and not before the date specified in an order (or in supplementary schedules furnished by Orvis). All shipments must be received by the date specified in an order. Time is of the essence. In addition to Orvis's other remedies, and without liability, Orvis reserves the right (a) to refuse and to return at Vendor's risk and expense, including, without limitation, warehouse, storage and extra-handling costs and expenses, any shipments made in excess of quantities ordered and shipments made before or after the time(s) specified in an order (or in any supplementary schedules furnished by Orvis), and (b) if delivery is not made in the quantities and/or by the date specified, to take any or all of the following actions: (i) terminate the applicable order without liability by notice effective when received by Vendor and to purchase elsewhere and charge Vendor with any resultant loss, including without limitation, consequential or incidental damages, unless deferred shipment has been authorized; or (ii) direct Vendor to make expedited routings of goods, and the difference in cost between any such expedited routing and the order routing costs shall be paid by Vendor. If at any time Vendor has reason to believe that deliveries will not be made as scheduled, it shall immediately give Orvis written notice setting forth the cause or causes of the anticipated delay. When any shipment is received by Orvis after the delivery date, Orvis may deduct from each related invoice, a late charge equal to fifteen percent (15%) of the purchase price.

- 6. INSPECTION AND TITLE.** All goods covered by an order shall be received subject to Orvis's right of inspection and rejection. Payment for goods delivered hereunder shall not constitute acceptance of the goods, and all payments against documents are made with a reservation of rights by Orvis for defects, including, without limitation, defects apparent on the face thereof. Unless otherwise agreed, title to the goods covered by an order and the risk of their loss or damage shall pass from Vendor to Orvis upon the completion of unloading the goods at the destination specified on an order, subject in all cases to Orvis's rights of inspection and rejection within a reasonable time after arrival, which time shall not be less than 30 days.
- 7. WARRANTIES.** Vendor expressly warrants that all goods covered by an order will: (a) conform to any and all specifications, drawings, plans, instructions, samples or other descriptions, whether express or implied, furnished by Orvis or by Vendor (including those set forth in the Vendor Manual); (b) be fit and sufficient for the purpose(s) for which they were manufactured and sold, and if Vendor knows or has reason to know of any other particular purpose for which Orvis intends to use such goods, the goods will be fit for such particular purpose; (c) be new and merchantable; (d) be of good material and workmanship and free from defects, whether latent or patent; (e) be genuine and not counterfeit or misbranded and Vendor's sale and provision of the goods will not infringe or violate the patent, copyright, trademark, trade name, trade dress, trade secret or other property or proprietary rights of any third party; (f) comply with, and not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, or any state's food and drug law; (g) conform to all rules, bans, standards or regulations under the Consumer Product Safety Act and the Consumer Product Safety Improvement Act of 2008, as amended; (h) either not require a warning under California Proposition 65, amended, or if they require a warning, be provided in a manner that complies with all applicable requirements; (i) comply with chemical content and related labeling requirements, such that they are 50-state, United Kingdom and European Union compliant; and (j) be packaged to comply with the heavy metal content limits contained in Toxics in Packaging laws; (k) have been manufactured, shipped, exported and sold to Orvis in compliance with all other Applicable Laws, include or be covered by all certifications required by Applicable Laws or requested by Orvis, and contain all warning and disclosures required by Applicable Laws, and (l) not cause Orvis to violate any Applicable Laws when Orvis sells, ships, exports or imports goods throughout the world. In supplying goods to Orvis, Vendor maintains records sufficient to substantiate that goods it supplies to Orvis are produced in compliance with the anti-slavery and human trafficking laws of the country or countries where they are produced and with anti-bribery and anti-corruption laws. The foregoing warranties shall survive Orvis's inspection, acceptance and use of the goods. Vendor extends to Orvis any and all warranties received from Vendor's suppliers and agrees to enforce such warranties on Orvis's behalf. All Vendor's warranties shall run to Orvis, its successors, assigns, customers and users of goods sold by Orvis. At Orvis's election and upon notice to Vendor, Vendor agrees to correct defects promptly in any goods not conforming to the foregoing warranties, or to replace such goods, without expense to Orvis. In the event of Vendor's failure to correct or replace such defective or nonconforming goods, Orvis may make such correction or replacement at Vendor's expense. The foregoing warranties and remedies shall be in addition to any other warranties and remedies provided herein, otherwise by Vendor to Orvis, or by law.
- 8. PRICE WARRANTY.** Vendor warrants that the prices for the goods delivered hereunder are not less favorable than those currently extended to any other customer of Vendor for the same or similar goods in similar quantities. If Vendor reduces its price for such goods prior to final delivery of the goods to Orvis, Vendor shall reduce the price or prices in an order in a corresponding manner.
- 9. INTELLECTUAL PROPERTY.** Vendor warrants and guarantees that the goods covered by an order and the sale of such goods will not infringe any United States or foreign letters patent, copyright or trademark or other intellectual property of a third party. Vendor agrees to defend, indemnify and hold harmless Orvis, its directors, officers, employees, successors, assigns, customers and users of its products (collectively "Indemnified Persons"), from and against any damages, claims, liabilities, losses, costs and expenses (including, without limitation, court costs, attorneys' fees, profits and penalties or punitive damages) ("Losses") arising out of or relating to or resulting in any way from actual or alleged infringements of any

such patent, copyright or trademark, or any unfair competition resulting from similarity in design, trademark or appearance, by reason of the sale or use of the goods covered in an order. Orvis reserves the right to control or actively participate in, or monitor, through its own counsel, at Vendor's expense, any such patent infringement or other action brought against it. However, in the event that the goods covered by an order have been manufactured by Vendor in accordance with Orvis's own specifications, designs or plans, Orvis agrees to indemnify and hold harmless Vendor in similar fashion. The foregoing warranty excludes claims relating to any trademark or designs Vendor is required to affix at the instruction of Orvis.

- 10. INDEMNIFICATION.** Vendor agrees to indemnify and hold harmless Orvis and Indemnified Persons from and against any and all Losses arising out of or relating to or resulting in any way from (a) any actual or alleged death of or injury to any person, damage to any property or any other Losses that result, or is claimed to result, in whole or in part, from any actual or alleged (i) defect, whether latent or patent, in the goods delivered to Orvis hereunder, including, without limitation, actual or alleged improper construction or design, (ii) breach of any express or implied warranty (including those in Sections 7 [WARRANTIES], 8 [PRICE WARRANTY], and 9 [INTELLECTUAL PROPERTY]), or (iii) failure of any goods to comply with Applicable Law (including Losses arising from seizure or other acts of any government officials in connection therewith), (b) any breach of the covenants and agreements contained in an order or these terms and conditions, or (c) any other act or omission of Vendor, its directors, officers, employees, agents or subcontractors. Vendor will maintain such public liability insurance, including, without limitation, products liability insurance, and other insurance as will adequately protect Orvis against the foregoing damages, claims, liabilities, losses, costs and expenses. Vendor agrees to submit certificates of insurance evidencing its insurance coverages when requested by Orvis.
- 11. ORVIS'S RIGHT TO MAKE CHANGES.** Orvis shall have the right to make changes to an order at any time in: (a) drawings, designs or specifications; (b) the method of shipment or packing; and (c) the place or time of delivery, including temporary suspension of shipments. If such changes cause an increase or decrease in the cost of performing an order, or in the time required for its performance, an equitable adjustment will be made by the parties, and the order shall be modified in writing accordingly, subject to Section 14 [CANCELLATION WITHOUT CAUSE AND SUSPENSION].
- 12. EXTRA COMPENSATION.** Before proceeding with any work or shipping any goods upon for which Vendor may have a possible claim for extra compensation above the price specified in an order, Vendor shall submit to Orvis a detailed written statement of such items, together with the prices thereof. If Orvis desires to have the work done or the goods furnished at the prices so stated, its purchasing agent will issue written instructions to Vendor. Claims for compensation above the prices specified in an order will be allowed by Orvis only upon presentation of such written instruction of Orvis's authorized purchasing agent.
- 13. CANCELLATION WITH CAUSE.** Orvis shall have the right to cancel an order or reject the delivery of goods partially or entirely upon any of the following events: (a) Vendor's failure to provide goods that conform to the warranties provided herein or by law; (b) Vendor's failure to make deliveries as specified in an order or as specified in Orvis's supplemental schedules; (c) Vendor's failure to comply with any other terms or conditions of an order (including complying with the Vendor Manual); (d) Vendor's insolvency; (e) Vendor's filing of a voluntary petition in bankruptcy; (f) the filing of an involuntary petition to have Vendor bankrupt, provided it is not vacated within 30 days from the date of filing; (g) the appointment of a receiver or trustee for Vendor, provided such appointment is not vacated within 30 days from the date of such appointment; (h) the execution by Vendor of an assignment for the benefit of creditors; or (i) any other reason permitted under the Uniform Commercial Code. In the event of any such cancellation, Orvis, without prejudice to any other legal or equitable remedies available to it, shall have the right: (w) to refuse to accept delivery of any and all goods covered by an order; (x) to return to Vendor any and all goods already accepted and to recover from Vendor all payments made for such goods (and for freight, storage, handling and other expenses incurred by Orvis in connection therewith); (y) to recover any advance payments to Vendor for undelivered or returned goods; and (z) to purchase elsewhere and charge Vendor with any resultant losses, including, without limitation, consequential or incidental damages.

- 14. CANCELLATION WITHOUT CAUSE AND SUSPENSION.** Orvis reserves the right to cancel an order, in whole or in part, at any time, without cause or default on the part of Vendor. In the event of such cancellation, Vendor shall immediately stop all work, shall immediately cause any of its suppliers or subcontractors to cease such work and shall observe any instructions from Orvis as to work in progress. Vendor also shall, upon Orvis's request, immediately suspend shipments of goods for reasonable periods of time. Any extensions in time of delivery and performance, and any losses or damages resulting from such cancellations and suspensions, shall be equitably adjusted between Orvis and Vendor, and an order shall be modified accordingly. Orvis, however, shall not be liable for any work done after notice of cancellation is given, for other costs and expenses that reasonably could have been avoided by Vendor or its suppliers or subcontractors, or for its failure to accept goods covered by an order when such failure has resulted from causes beyond Orvis's reasonable control. In no event shall any such equitable adjustment, including, without limitation, consequential or incidental damages or lost profits, if any, exceed the aggregate price of an order.
- 15. LABELS AND MATERIALS OWNED BY BUYER.** Vendor shall keep in good condition, be responsible for and protect against loss of or damage to materials, tools, dies, molds, labels and other articles supplied by Orvis (including such items made or provided by Vendor at Orvis's cost) that are in the possession or control of Vendor, and such items supplied by Orvis shall at all times remain property of Orvis, provided, however, that Vendor shall not be responsible or liable for normal loss of or damage to such items arising from processing or manufacturing in accordance with good shop practices. Vendor shall not use such items, except for performance of work hereunder or as authorized by Orvis in writing, and except at the specific direction of Orvis, Vendor shall not sell, ship or otherwise dispose of any goods upon which the name or other trademark of Orvis is affixed. All such items shall be plainly marked or otherwise adequately identified by Vendor as property of Orvis and shall be safely stored separately and apart from Vendor's property. Unless otherwise directed by Orvis, Vendor, upon completion of deliveries made on an order, or upon cancellation of an order for any reason, shall return all such items to Orvis at Orvis's direction and expense. In addition, Orvis shall have the right to take possession of any such items, including, without limitation, the right of entry for such purpose. Vendor authorizes Orvis to file a UCC-1 to notice Orvis's ownership interest in such items. If any labels supplied by Orvis in respect of an order are not used by Vendor, such labels shall be immediately returned to Orvis at Orvis's expense. If Vendor fails to attach the appropriate label to any item, Orvis may deduct from any invoice therefore the purchase price for that item.
- 16. COMPLIANCE WITH LAWS.** The term "Applicable Laws" means all laws, regulations, ordinances, codes, rules, orders or standards applicable to the goods, either domestic or foreign, including those of the United States, any state or local government or any governmental authority or agency and the European Union, and include without limitations the laws, regulations and directives identified in the Vendor Manual. Vendor warrants that it will comply with all Applicable Laws and that no Applicable Law will be violated in the manufacture, procurement, processing, labeling, packaging, shipping exportation, importation, sale or delivery of the goods covered by an order. Vendor further warrants that the product content, labeling and packaging of such goods complies, and will when sold or distributed for sale by Orvis, will comply, with all Applicable Laws, including, without limitation, all laws referenced in the Vendor Manual. Without limiting the foregoing, Vendor further warrants that the goods to be furnished under an order will be produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of the Regulations and Order of the United States Department of Labor issued under section 14 thereof, and will be labeled and advertised in compliance with the Wool Products Labeling Act of 1939, as amended, the Textile Fiber Products Identification Act, as amended, the Federal Trade Commission Act, as amended, the Flammable Fabrics Act of 1954, as amended, the Consumer Product Safety Improvement Act of 2008, as amended, and the regulations issued thereunder. The Equal Employment Opportunity Clause in Sec. 202 of Executive Order 11246, as amended, relative to equal employment opportunity, and implementing rules and regulations of the Secretary of Labor, together with section 52.222-26(b) of the Federal Acquisition Regulations (48 C.F.R. § 52.222-26(b)) are incorporate herein by specific reference.

- 17. RIGHTS AND REMEDIES.** The rights and remedies herein expressly provided to Orvis shall be cumulative and in addition to any other or further rights and remedies available at law or in equity. Orvis's failure to insist upon performance of any of the terms or conditions of an order or to exercise any right or privilege shall not thereafter waive the future performance of such term, condition, right or privilege or any other terms, conditions, rights or privileges, whether of the same or similar type.
- 18. GOVERNING LAW.** The rights of all parties hereunder and the construction of every provision hereof shall be governed by the laws of the State of Vermont without giving effect to the principles of conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods will not apply.
- 19. ENTIRE AGREEMENT.** The order which these terms and conditions (including the Vendor Manual) apply, merges all prior communications of the parties, supersedes all prior agreements and constitutes the entire agreement between Orvis and Vendor with respect to the goods specified by the applicable order.
- 20. ASSIGNMENT.** Neither an order nor any of the rights, interests or obligations hereunder shall be transferred or assigned by operation of law or otherwise by Vendor without the prior written consent of Orvis. Any transfer or assignment of any of the rights, interests or obligations hereunder in violation of the terms hereof shall be void and of no force or effect.
- 21. CASH DISCOUNTS.** The period for any cash discounts shall commence with the date of actual receipt of invoice or actual receipt of acceptable goods ordered herein, whichever is later.
- 22. CONFIDENTIALITY.** Vendor shall consider all specific terms of the order (including quantity and price), specifications, drawings, plans, instructions, samples and any other information furnished by Orvis, or prepared by Vendor specifically for Orvis in connection with an order, to be confidential and shall not (a) disclose any such information to any other persons, or (b) use such information itself for any purpose other than fulfilling this order. Without Orvis's prior written permission, Vendor shall not advertise or publish the fact that Orvis has contracted to purchase goods from Vendor, disclose information relating to the order, nor use the name of Orvis, or any of its customers, in advertising or other publication. The obligations of Vendor under this Section and Sections 7 [Warranties], 9 [Intellectual Property] and 10 [Indemnification] hereof shall survive the cancellation, termination and completion of an order.
- 23. DROP SHIPPING.** If a Vendor is fulfilling orders through Orvis's qualified Drop Shipping Program, Vendor must also comply with the Orvis Drop Ship Manual. If there is a conflict between a provision in the Orvis Drop Ship Manual (or related agreement) and these terms and conditions, then the provisions in the Drop Ship Manual (or related agreement) shall control.
- 24. SETOFF.** All claims for money due or to become due from Orvis to Vendor or shall be subject to deduction or set off by Orvis by reason of any counterclaim arising out of this or any other transaction Vendor.

# ORVIS FAIR LABOR CODE OF CONDUCT

We at Orvis expect that all manufacturers and facilities producing goods for The Orvis Company meet or exceed basic responsible production standards with regards to human rights and the environment. The Fair Labor Code of Conduct 6 principles outline the basic expectations of all factories, facilities, and practices involved in production of goods for The Orvis Company. It is understood, by all parties, that we expect our vendor partners, their factories, and suppliers, to comply with the ideals of The Orvis Company and ensure that the minimum standards are achieved, if not exceeded.

1. In order to make an impact and promote socially acceptable production conditions, Orvis participants ("Participants") have adopted this Fair Labor Code of Conduct.
2. To adopt the Code and become a Participant, a company shall declare its support for the Orvis Fair Labor Code of Conduct and seek to conform to the Code and its standards.
3. The Code of Conduct outlines standards to ensure that working conditions in the Orvis supply chain are safe, that workers are treated with respect and dignity, and that manufacturing processes are environmentally responsible.
4. Participants consider themselves responsible for all of the activities carried out in their names worldwide. They feel a particular responsibility to provide decent working conditions for the employees producing their products. Participants acknowledge that this responsibility extends to all employees who make products for Orvis, regardless of whether they are directly employed by Participants or by third-party subcontractors and suppliers.
5. In accordance with the International Labor Organization conventions, the United Nations' Universal Declaration of Human Rights and the UN's conventions on children's rights and the elimination of all forms of discrimination against women, the Participant aims to attain compliance with certain social and environmental standards. The following requirements are of particular importance.

**5.1 Compliance with Laws and Workplace Regulations**

Participants will comply with laws and regulations in all locations where they conduct business.

**5.2 Prohibition of Forced Labor**

There shall be no use of forced labor, including prison labor, indentured labor, bonded labor, human trafficking, slavery or other forms of forced labor.

**5.3 Prohibition of Child Labor**

Participants will not hire any employee under the age of 16 or under the minimum age established by law for employment, whichever is greater, or any employee whose employment would interfere with compulsory schooling. In the case of hazardous work, the minimum age is 18.

**5.4 Prohibition of Harassment or Abuse**

Every employee shall be treated with respect and dignity. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse.

**5.5 Compensation and Benefits**

Participants recognize that wages are essential to meeting employees' basic needs. Employees shall be paid, as a floor, at least the minimum wage required by local law or the prevailing industry wage, whichever is higher, and shall provide legally mandated benefits. In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at



such premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

**5.6 Hours of Work**

Participants shall not require workers to work more than the regular and overtime hours allowed by the law of the country where the workers are employed. The regular work week shall not exceed 48 hours. Participants shall allow workers at least one day of rest in every seven-day period. All overtime work shall be consensual. Except in extraordinary business circumstances, the sum of regular and overtime hours in a week shall not exceed 60 hours.

**5.7 Prohibition of Discrimination**

Employees will be hired, paid, promoted and terminated on the basis of their ability to do the job, rather than on the basis of personal characteristics or beliefs. No person shall be subject to discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, marital status, pregnancy, nationality, political opinion, social or ethnic origin.

**5.8 Health and Safety**

Participants will provide 1) a safe and healthy work environment, 2) written safety and health policies and procedures and 3) training and adequate equipment to ensure workplace safety and practices. Where residential housing is provided for workers, Participants will provide safe and healthy housing.

**5.9 Freedom of Association and Collective Bargaining**

Participants will recognize and respect the freedom of employees to exercise their lawful rights or free association and collective bargaining. Where the right to freedom of association is restricted under law, vendors must allow their employees to raise with the vendors' representatives any job-related grievances the employees may have, without penalty or reprisal.

**5.10 Environment**

Participants recognize that environmental responsibility is integral to producing world-class products. In manufacturing operations, adverse effects on the environment and natural resources are to be minimized while safeguarding the health and safety of the public. Participants will comply with environmental rules, regulations and standards applicable to their operations, and will observe environmentally conscious practices in all locations where they operate.

**5.11 Customs Compliance**

Facilities will comply with applicable customs laws, and in particular, will establish and maintain programs to comply with customs laws regarding illegal transshipment of finished product.

**5.12 Security**

Facilities will maintain facility security procedures to guard against introduction of non-manifested cargo into outbound shipments (i.e., drugs, explosives, biohazards and/or other contraband).

- 6.** Participants will encourage compliance with the requirements above, defining and implementing appropriate procedures and monitoring their suppliers' compliance.

The Orvis Company feels very strongly that these responsible standards are essential to our ideals.



August 1, 2019

To: All Orvis Product Suppliers

Subject: U.S. Consumer Product Safety

The Consumer Product Safety Improvement Act (CPSIA) of 2008 requires manufacturers and importers of general use products (i.e., non-children's products) for which consumer product safety rules apply, to certify, in a written General Certificate of Conformity that their products comply with those rules. The CPSIA also requires manufacturers and importers of children's products certify that the product complies with all applicable children's product safety rules or similar rules, bans, standards, or regulations under any law enforced by the Consumer Product Safety Commission (CPSC) for that product. That certification for children's products must be based on testing by a CPSC accredited third party testing laboratory. These certification documents (test results) also need to be provided yearly, in English, in their entirety to us for our records. The following link provides an overview of CPSC Regulations [cpsc.gov/Business--Manufacturing/Testing-Certification/General-Certificate-of-Conformity](https://www.cpsc.gov/Business--Manufacturing/Testing-Certification/General-Certificate-of-Conformity)

As an Orvis Product Supplier, please begin supplying the Certificate of Conformity based on the following guidelines:

**I. F.O.B. FOREIGN ORIGIN SUPPLIERS (ORVIS IMPORTER OF RECORD)**

- A) Complete Attached Orvis Certificate of Conformity
- B) Save the file in the following format Orvis Item# (4-digit SKU only)  
Purchase Order # (example: 56LP 847548.doc or .pdf)
- C) Email the saved file to Trade@orvis.com
- D) Include a copy of Certificate with your Original Export Commercial Documents

**II. F.O.B.USA/L.D.P. USA SUPPLIERS**

- A) Complete Attached Orvis Certificate of Conformity or complete your own Compliance Version
- B) Save the file in the following format Orvis Item# (4-digit SKU only)  
Purchase Order # (example: 56LP 847548.doc or .pdf)
- C) Email the saved file to Trade@orvis.com

Please contact me or Wendy Ripley (ripleyw@orvis.com) if you should have any questions.

Sincerely,

Sandra Rossi  
VP Global Sourcing  
rossis@orvis.com

# CONSUMER PRODUCT SAFETY REQUIREMENT

## General Instructions for completing the Certificate of Conformity

It is the vendor's responsibility to provide Orvis with certificates of compliance that comply with all applicable requirements under CPSIA and to ensure that the goods comply with all applicable CPSIA requirements. The instructions below are provided simply to assist the vendor in meeting those obligations.

**ITEM 1:** Describe the product covered by this certification in enough detail to match the certificate to each product it covers and no others.

**ITEM 2:** The certificate must identify separately each applicable rule, ban, standard or regulation under the Acts administered by the Commission that is applicable to the product. The section reference should be identified in the text field, as well as any "exemptions" to the regulation being claimed.

**ITEM 3:** Provide the name, full mailing address and telephone number of the domestic manufacturer or U.S. importer of the product.

**ITEM 4:** Provide the name, full mailing address, email address, and telephone number of the person maintaining test records in support of the certification. And provide to us copies of all required testing, as "Certificate of Conformity" alone is no longer sufficient to children's products.

**ITEM 5:** Provide the date(s) when the product was manufactured by at least the month and year. For the place of manufacture, if different from the manufacturer's address in item 3, provide at least the city and country or administrative region of the place where the product was finally manufactured or assembled. If the same manufacturer operates more than one location in the same city, provide the street address of the factory.

**ITEM 6:** Provide the date(s) of the tests or test report(s) on which certification is being based and the location(s) of the testing.

**ITEM 7:** If a third-party laboratory tested the product or conducted a testing program on which the certification is based, provide the name, full mailing address and telephone number of the laboratory. For children's products, a third-party accredited lab **MUST** be used. All labs used must be accredited by the applicable regulatory agency.

**ITEM 8:** If anything changes with a product (factory, material, construction), the test becomes null and void.

\*\*Include Copy of Test Certificate(s) where applicable. Email/Scan to [trade@orvis.com](mailto:trade@orvis.com)

# DROP BALL TEST

The Food and Drug Administration (FDA) reviews shipments of sunglasses and lenses to check for proper documentation. FDA requires shipments of glasses and/or lenses include the “Drop Ball Test” Certificate with it.

The FDA regulates eyewear products to ensure their safety. Impact resistance is essential criterion for U.S. bound glasses and/or lenses. The FDA does not explicitly define a number of lenses that need to be tested before approved; it depends on the size of the shipment and the material/type of lens. However, the FDA does state that the drop ball test must be performed on every glass lens for prescription use.

There is a guidance document for the Drop Ball Test. The regulation states the following requirements:

1. The impact test will consist of a 5/8-inch steel ball weighing approximately 0.56 ounces
2. The ball should be dropped from a height of 50 inches from the horizontal upper surface of the lens
3. The geometric center of the lens should be struck by the ball within a 5/8-inch diameter circle
4. There cannot be anything restricting the fall of the ball
5. A tube may be used to guide the ball to the lens; the ball may be dropped through a tube extending to within approximately 4 inches of the lens

Title 21 of the FDA’s Code of Federal Regulations states that the lens cannot fracture on impact in order to pass the test. A lens is considered fractured if:

1. It cracks through its entire thickness, including a laminar layer, if any, and across a complete diameter into two or more separate pieces; or
2. Any lens material visible to the naked eye becomes detached from the ocular surface (i.e., the surface of the lens that is closest to the eye when the lens is in actual use).

**A failure to include the “Drop Ball” certificate with your shipment can result in a delay in your shipment by the FDA. To avoid any delays, make sure the Drop Ball Test results are attached to your shipping documents.**

For questions related to the “Drop Ball Test” or any U.S. FDA regulation, please contact Registrar Corp 24/7 at [registrarcorp.com/livehelp](https://registrarcorp.com/livehelp) or call us at +1-757-224-0177

## U.S.A. MADE PRODUCTS WHICH QUALIFY UNDER THE NORTH AMERICAN FREE TRADE AGREEMENT (N.A.F.T.A.)

In support of Orvis's Export Compliance to N.A.F.T.A, if your Product Qualifies within the N.A.F.T.A. Regulations, please email a Completed, Signed and Blanket Dated N.A.F.T.A. Certificate (CBP Form 434) to The Orvis Company at [trade@orvis.com](mailto:trade@orvis.com). Please make reference to the Orvis Item Number(s) & Description(s) in Block #5.

## RESTRICTED SUBSTANCE LIST (RSL) SUPPLIER POLICY

The Restricted Substance List (RSL) applies to all Orvis products, and is an integral part of Orvis quality program. It must be shared with all vendors and suppliers throughout the product supply chain.

Prepared by a special working group of the American Apparel & Footwear Association's (AAFA's) Environmental Task Force, the link below provides current information related to regulations and laws that restrict or ban certain chemicals and substances in finished home textile, apparel and footwear products around the world.

In each case, the RSL identifies the most restrictive regulation. The RSL does not include regulations that restrict the use of substances in production processes or in the factory; **rather the focus is on whether or not the substance can be found in finished products at a certain level.** This RSL will be updated on a regular basis.

Orvis requires our suppliers to study this document carefully, implement processes in their operations to comply with these requirements (including a verification process), **and to certify their compliance by executing the Orvis Vendor Compliance Acknowledgement form** (Section 2 of this document) and fax/email to Orvis Vendor Compliance; fax: 540-342-9203 and/or [quesenberry@orvis.com](mailto:quesenberry@orvis.com)

Should you have any questions or concerns about this document, please do not hesitate to contact VP Global Sourcing, Sandra Rossi, [rossis@orvis.com](mailto:rossis@orvis.com).

More information can be found at: [aafaglobal.org/AAFA/Solutions\\_Pages/Restricted\\_Substance\\_List](http://aafaglobal.org/AAFA/Solutions_Pages/Restricted_Substance_List)

## RESTRICTED SUBSTANCES DISCLOSURE REQUIREMENT

**CALIFORNIA PROPOSITION 65:** The California Safe Drinking Water and Toxic Enforcement Act of 1986

Under Proposition 65, products sold or offered for sale in California may require "clear and reasonable" warnings with respect to exposure to certain chemicals. Those chemicals (currently more than 900) are identified on a list that the State California has established (and regularly updates) under Proposition 65 ("Proposition 65 List"). The Proposition 65 List identifies chemicals identified for purposes of Proposition 65 as ones that are known to the State of California to cause cancer and/or birth defects or other reproductive harm. The Proposition 65 List can be accessed at [oehha.ca.gov/prop65/prop65\\_list/Newlist.html](http://oehha.ca.gov/prop65/prop65_list/Newlist.html). More information about Proposition 65 is available at [oehha.ca.gov/prop65](http://oehha.ca.gov/prop65).

California has adopted new regulations regarding the manner and content of Proposition 65 warnings that satisfy Proposition 65's requirements for a "clear and reasonable" warning. These new regulations become operative on August 30, 2018 and require new warning language and the addition of a hazard symbol to the warning. Products manufactured prior to that date and that contain a Proposition 65 warning that complies with current regulations or are labeled in accordance with the terms of a court-approved settlement can continue to be sold after that date.

More information about the new warning regulations can be found in Proposition 65 Clear and Reasonable Warnings Questions and Answers for Businesses, available at: [p65warnings.ca.gov/sites/default/files/art\\_6\\_business\\_qa.pdf](http://p65warnings.ca.gov/sites/default/files/art_6_business_qa.pdf)

It is your company's obligation to assess the products sold to Orvis for compliance with Proposition 65 and to ensure that any products that require a Proposition 65 warning are appropriately labeled. Orvis reserves the right to request that your company provide the technical basis for your determination as to whether a product requires a Proposition 65 warning. Note that under the Standard Terms and Conditions of Purchase, your company is required to hold Orvis harmless and indemnify Orvis for all costs and losses associated with compliance with Proposition 65 (as well as other "Applicable Laws").



## **VENDOR COMPLIANCE MANUAL**

# **INTRODUCTION FOR ALL VENDORS**

## **Section 2**

### **VENDORS: OUR PARTNERS IN QUALITY AND SERVICE**

#### **SINCE 1856 ORVIS HAS BEEN COMMITTED TO QUALITY:**

We provide superior quality products and superior service to our worldwide base of customers. As part of this commitment, we are constantly seeking new ways to improve the quality of offerings to our customers. Through better communication with our vendors, our efforts to improve quality will be fruitful. With this goal in mind, we have created this guide to ensure the use of the most efficient and/or most cost-effective method to manufacture, process, and ship our products.

#### **OUR MISSION:**

We provide our customers with authentic products, knowledge, experience, and services that define and support the distinctive country lifestyle, through extraordinary personal attention to customer satisfaction. We invite our customers into a way of life that expresses a deep appreciation for the natural environment. That lifestyle is steeped in our sporting traditions and draws on our uniquely rich heritage and unsurpassed expertise in fly fishing.

All products must be manufactured, packaged, and shipped according to the instructions contained in this guide. After reviewing this guide, we request that you complete and fax the acknowledgment form back to us. We will use this information to update our records and ensure that you are notified of significant changes in the future. Please pass on copies, or portions, of this document to the appropriate departments in your organization. Additional information concerning product packaging, labeling, and specifications can be requested from the Quality Assurance Department. This manual supersedes all previous manuals.

**FAILURE TO COMPLY WILL RESULT IN CHARGEBACKS.**

# Acknowledgment

Please read, sign, and submit this acknowledgment within 5 business days. Any questions please call Lorri Quesenberry in our Vendor Compliance Department at (540) 494-6321. Capitalized terms will have the meanings ascribed to them in the Standard Terms and Conditions of Purchase that are included in the Vendor Manual.

The Vendor has read the information contained in the Vendor Manual, and the undersigned Vendor (a) agrees that the applicable Standard Terms and Conditions of Purchase contained in the Vendor Manual (see Vendor Compliance Manual Standards for All Vendors), will exclusively control all orders, and (b) understands that failure to comply with the terms and conditions will result in chargebacks against future merchandise received and could result in other liabilities to Orvis.

## ALL FIELDS ARE REQUIRED FIELDS

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Primary Contact (Print): \_\_\_\_\_

Primary Shipping Address: \_\_\_\_\_

\_\_\_\_\_

State/Province: \_\_\_\_\_

Country: \_\_\_\_\_ Zip/Postal: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email (required): \_\_\_\_\_

Signature: \_\_\_\_\_

Capacity: \_\_\_\_\_

### CONTACT FOR EXPEDITING/DELIVERY INFORMATION:

Name (print): \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**PLEASE NOTE: UPDATES TO THE MANUAL ARE ADDED PERIODICALLY.  
REVIEW [orvis.com/s/orvis-vendor-information/700](http://orvis.com/s/orvis-vendor-information/700) FOR UPDATES.**



# APPLICATION

The guidelines outlined in this booklet apply to all Orvis shipments.

Orvis-Gokey Mfg.  
300 Moniteay

The Orvis Company, Inc.  
1709 Blue Hills Dr.  
Roanoke, VA 24012

The Orvis Company, Inc.  
178 Conservation Way  
Sunderland, VT 05250

The Orvis Company, Inc.  
Clearwater House  
Unit 28  
North Way, Andover,  
Hampshire SP10 5R W

**READ & SIGN** Please read this information carefully and sign the acknowledgment on the preceding page. Fax the acknowledgment to Lorri Quesenberry, 540-342-9203 or email/scan [quesenberry1@orvis.com](mailto:quesenberry1@orvis.com) within 5 (five) business days.

**ALL VENDORS** In the event that the specifications in this compliance manual are not met, vendors will be subject to a chargeback based on the attached schedule. These guidelines have been established to ensure the fastest and most efficient processing of merchandise. Thank you for your cooperation and compliance.

## FREQUENTLY ASKED QUESTIONS

**1 Who supplies the packaging and labeling components?** The packaging and labeling components will be Supplied by the vendor and are to be included in the cost of goods. This topic is broad and is covered in the Labeling and Packaging sections of this guide.

**2 What quality assurance requirements does ORVIS have?** Our product line is extremely varied, and we have specific requirements to cover our product categories. Details are explained within the following pages of this guide.

**3. Does ORVIS supply barcodes?** Vendors are encouraged to supply their own barcodes; samples can be sent to Lorri Quesenberry for testing and approval. Every item must be barcoded with an 8-digit (no dash) 128 barcode, subset B. If you cannot supply these barcodes, please contact your inventory team.

The “Quiet Zone” which is the blank, marginal space at the beginning, ending, top, and bottom of each barcode that enables a scanner to accurately read the information, must be at least 10 times the narrow bar element (narrowest bar found within the barcode) width.



**4. Do I need child warning labels?** YES. Orvis requires child warning labels on all plastic bags. This is to protect you legally, and to protect children from injury. More information on Child Warning Labels is included in Packaging & Labeling (Section 5) of the Standards for All Vendors portion of this manual.

**5. Which freight company should I use? Does it matter?** YES, it matters! The Routing Guide (Section 6) in this manual will outline how and through whom you are to ship. You will be regularly updated as to which freight companies are acceptable. This will be strictly enforced.

**6. Can we leave our own hang tags or identification on the product or packaging?** No, not on Orvis private label products. If branded products are being purchased, your hang tags must be approved by the Orvis product developer and by the Orvis technical design department. No pricing shall remain on products.

**7. The purchase order I received states this product is for the UK catalog and that we have to ship directly to them. What are the details for shipping and are there any labeling or packaging differences for this catalog?** Refer to the International Routing guide in this manual. UK production shipments are to follow the same packaging and labeling requirements. Contact Global Trade Dept.: [lettenbergerb@orvis.com](mailto:lettenbergerb@orvis.com) or [ripleyw@orvis.com](mailto:ripleyw@orvis.com). Telephone: 802-362-3622 with additional questions.

# FACTORY FIRST INSPECTION

## **8. What is Quality F.F.I.? What enables Vendors to become eligible for F.F.I.?**

F.F.I. (Final Factory Inspection) is a term Orvis uses to describe a purchase order inspected at the vendor/factory level using Orvis's quality standards.

- Since your Quality team already performs Final Factory Inspections/Audits, we ask for the Inspection reports to be sent to Orvis for review. (Email)
- Once we review the measurements etc., if all looks good, we grant the purchase order a FFI status.
- When a FFI purchase order is received in our warehouse, we still audit the shipment but don't measure as many garments as a non-FFI shipment. (since you already measured, and we approved)
- This helps your shipment get through our receiving process a little faster because you already did a Final Factory Audit that Orvis checked and approved.

Once Orvis receives the email with your Inspection Reports we try to approve within the same day. We ask our FFI participants to inspect using Industrial Standard AQL level 2.5. The inspection sheets should be emailed to the following:

[QAD@orvis.com](mailto:QAD@orvis.com)  
[musgrovek@orvis.com](mailto:musgrovek@orvis.com)  
[dooleym@orvis.com](mailto:dooleym@orvis.com)

Vendors who wish to become eligible for FFI status must first display consistent adherence to Vendor Compliance guidelines, product Quality standards, and fulfillment expectations.



## **VENDOR COMPLIANCE MANUAL**

# **HAZARDOUS MATERIALS FOR ALL VENDORS**

## **Section 3**

### **ORVIS INVENTORY AND SHIPPING REQUIREMENTS FOR HAZARDOUS MATERIALS**

If the product or part of the product you sell to Orvis is classified as a hazardous material by the DOT or OSHA, additional information is required.

The importance of proper identification of hazardous materials and compliance with DOT and OSHA regulations regarding the shipment of products classified as hazardous cannot be stressed strongly enough. Our ability to ship your products to our customers depends on you providing us a Safety Data Sheet (SDS) for each product that falls within the DOT and OSHA guidelines. Without this sheet, we cannot ship products containing hazardous materials.

**FAILURE TO COMPLY WILL RESULT IN CHARGEBACKS.**

# WHAT IS A SAFETY DATA SHEET (SDS)?

All manufacturers and importers are required by DOT and OSHA to obtain or develop a Safety Data Sheet for each hazardous chemical they produce or import. It must be written in English and contain information that identifies the product, its composition, dangers, first aid, firefighter's methods, accidental spillage, handling and storage, exposure controls and personal protection, physical and chemical properties, stability and reactivity, toxicological information, ecological information, disposal, transport, and statutory information.

Vendor will ensure that any shipment to Orvis is packaged and shipped in compliance with Applicable Laws, including those contained in the federal Hazardous Materials Shipping Regulations (Code of Federal Regulations 49, Parts 100 to 185).

## HOW DO I GET AN SDS COMPLETED?

If you need assistance developing an SDS, help is available through the sources listed below.

US Dept. of Transportation  
Research and Special Programs  
Administration  
Office of Hazardous Materials  
Initiatives and Training DHM-50  
Washington, DC 20590-0001  
training@rspa.dot.gov  
Fax: 202-366-7342  
Phone: 800-467-4922  
<http://hazmat.dot.gov>

USDOT Transportation Safety Institute  
Hazardous Materials and Transportation Safety  
Division, DTI-30  
4400 Will Rogers Parkway, Suite 218  
Oklahoma City, OK 73108  
HAZMAT@TSI.jccbi.gov  
Fax: 405-946-4345  
Phone: 405-949-0036 Ext 374  
[tsi.dot.gov/divisions/hazmat/hazmat.htm](http://tsi.dot.gov/divisions/hazmat/hazmat.htm)

## HOW DO I PROVIDE THE SDS TO ORVIS?

After thoroughly filling out all parts of the SDS that apply, fax it to 540-345-9203 "Attention Vendor Compliance Department" or email to Lorri Quesenberry at [quesenberryl@orvis.com](mailto:quesenberryl@orvis.com). A copy of the completed SDS should be included with each Shipment Documentation.



## VENDOR COMPLIANCE MANUAL

# SAMPLING FOR ALL VENDORS

## Section 4

### SAMPLING PROCEDURES

#### TYPES OF SAMPLES:

- Consideration
- Fit
- Photography
- Packaging Review and Approval
- Top of Production Sample

Sampling time frames must be figured into your production schedule. Contact delivery dates cannot be adjusted after being agreed upon by the Vendor and Orvis, due to routine sampling procedures. Merchandise that is received in our fulfillment center without prior approval for packaging from Lorri Quesenberry is subject to a **\$200 chargeback**.

**FAILURE TO COMPLY WILL RESULT IN CHARGEBACKS.**

# SAMPLE DEFINITIONS

**CONSIDERATION/PRODUCT USE SAMPLES** are requested by the buyers as possible products for upcoming Orvis catalog, retail, or dealer purchase. Some samples may be worn or used to be certain that they meet our quality standards.

**FIT SAMPLES** are to be submitted for all Orvis line garments. These garments must be approved by the Technical Design Department before production may begin. Multiple samples may be required to achieve the quality and fit suitable for Orvis standards. The Tech Package will designate the needed samples on a style-by-style basis.

**PHOTOGRAPHY SAMPLES** may be the same as the consideration sample. However, in most cases, more than one sample may be requested. A separate photo sample may be requested for each color/pattern offered. Garment photo samples may be subject to different specifications than bulk garments.

**PACKAGING APPROVAL SAMPLES** are shipped to our Distribution Center in Roanoke, Virginia to The Orvis Company, Attention: Lorri Quesenberry, Vendor Compliance, 1709 Blue Hills Dr., Roanoke, VA 24012. This packaging sample is to be shipped exactly as a full-production-run sample.

Our packaging specialist will review and comment on the packaging, presentation, and the ability of the product to be stocked and shipped without damage. If your packaging has received an ISTA, please include this notification with the sample. The Sample Acknowledgment form will indicate the need for this packaging approval step.

**NOTE: No product shipments will be accepted without the packaging approval from Susan Smith. A chargeback of \$200 will be charged for every item that was not sent to Lorri Quesenberry for packaging approval before initial shipment was received in our Fulfillment Center.**

**TOP OF PRODUCTION SAMPLE** is a sample that is completely correct for color, composition, and workmanship, and is made under production conditions. A Top of Production sample should always come from the beginning of the run. It will be requested whenever Quality Assurance or the Buyer feels it would be necessary for clarification of what Orvis has ordered and expects to receive. It is considered to be part of the sampling procedures. A photo sample may never be a top of production sample. Top of production samples are generally sent directly to the Buyer. You may not ship without written approval from the Buyer. Failure to comply with requested sampling deadlines will result in a chargeback due to a holdup in the Quality Inspection area in our warehouse.

**NOTE: We ALWAYS require that a Top of Production sample for ALL GARMENTS is sent to either Tech Design or QAD in Roanoke as specified on the Tech pack.**

# SAMPLE PAYMENT POLICY

1. All samples used in the creation or development of merchandise for any ORVIS marketing channel will not be paid for by The ORVIS Company.
2. All samples NOT used in the creation or development of merchandise for any ORVIS marketing channel will be returned within 120 days of sample receipt. ORVIS will pay for all non-marketed samples kept after 120 days.
3. ORVIS will continue to pay for all final line samples used in the marketing of our wholesale product line.

## ORVIS INVOICE PROCEDURE – ALL INVOICES

### **ALL INVOICES MUST BE MAILED UNDER SEPARATE COVER FROM THE SHIPMENT**

**STANDARD MAIL:** The Orvis Company | 1711 Blue Hills Drive | Roanoke, VA 24012

**EMAIL:** AP@orvis.com

### **INVOICES MUST INCLUDE THE FOLLOWING INFORMATION\*:**

1. **Vendor Name & Address** - should match purchase order name and address.
2. **Vendor Invoice #**
3. **Invoice Date**
4. **ORVIS PO#**
5. **Payment Terms**
6. **Invoice \$ Total**

**\*Invoices that do not contain this information will be returned.**

**PLEASE NOTE:** Payment terms will begin after receipt and inspection. Any violations of guidelines specified within this manual will delay payment and will result in a chargeback. Once a wholesale cost is negotiated and agreed to (by the vendor and the buyer), those terms remain in effect until the vendor otherwise notifies the buyer. Should that cost need to be renegotiated for whatever reason, that discussion needs to take place before a re-order purchase order is accepted by the vendor. Accepting and shipping merchandise on a PO and then invoicing at a cost other than originally agreed, without having the control buyer re-issue the PO based on a revised cost, will cause a price variance procedure. This can delay payment at least three weeks, possibly more.



## VENDOR COMPLIANCE MANUAL

# PACKAGING & LABELING FOR ALL VENDORS

## Section 5

**\*SOFTGOODS VENDORS PLEASE SEE SOFTGOODS SECTION FOR MORE SPECIFIC STANDARDS.**

### PACKAGING REQUIREMENTS

Continuity in packaging is important to ORVIS. This section will outline the specifics that we are requiring our vendors to follow. As always, we prefer to work with you and within the parameters that your facility can produce.

Any deviations from these guidelines need to be negotiated and approved by our packaging specialist, Lorri Quesenberry. For specific packaging issues, they will need to be negotiated and approved by Vendor Compliance Department in Roanoke, Virginia.  
Phone Number: 540-494-6321

ORVIS provides catalog fulfillment to our customers, retail stores, and dealers. Merchandise is picked directly from stock and shipped to our customers. With this in mind, vendors are to deliver merchandise in prepackaged units exactly as they are to be shipped to the customer. All items require that packaging be sufficient for receiving, stocking, picking, handling, and shipping. Custom ORVIS packaging may be desirable. Please make sure to discuss with the buyer. You should discuss with your buyer such issues as having the ORVIS logo on boxing and packaging.

All items must have an ORVIS Barcode 128, Subset B 8-digit barcode (no dashes), a Country of Origin indication on the innermost or outermost packaging of each individual item, and a child suffocation notice if a polybag is involved.

The correct usage of the Orvis logo can be found in the Branding Section of this manual. Any merchandise not using this logo in an approved manner will result in a Return to Vendor.

**FAILURE TO COMPLY WILL RESULT IN CHARGEBACKS.**



# THE ONLY ACCEPTABLE FORMATS ARE:

**POLYBAGS** Non-fragile items must be packaged in individual polybags with an ORVIS item barcode. Multiples of the exact same item number are then packed into a master carton. All polybags must be taped or sealed closed and require child-warning notices. The notice may be printed on the bag or an adhesive label. Additional information is found later in this Section, marked “Child Warning Information.” Please see page 19.

**PROTECTIVE PACKAGING** Items that are breakable must have inner and outer protection sufficient to withstand handling, stocking, picking, and shipping. Items that need cushioning to prevent breakage or crushing should be protected with bubble wrap, new dunnage, foam and fill, or corrugated padding. Items that have liquids must be sealed before being placed into outer packaging.

**RETAIL** Certain items are for our retail stores only. Please contact your Control Buyer for “Retail Only” Purchase Orders. These items may be in Kraft board or corrugated boxing of less than 200 lb. strength. These items must be individually packaged and then placed into a master carton of 200 lb. strength. Prior approval must be obtained before this type of packaging is accepted. Violations will result in chargebacks.

**SHIP-ALONE BOXES** The vast majority of non-clothing items will fit into this category. Items must be placed into a reshipper. The reshipper must be a corrugated carton with at least 32 ECT (Edge Crush Test) OR 200 Mullen (larger or heavier items require additional burst strength as noted on the Specifications for Furniture pages of this manual). All reshippers must comply with ASTM D-4169 and NSTA drop/vibration testing standards. **Each box is to be sealed with reinforced tape. Staples are not safe and should be avoided. No vendor identification/information is allowed on reshipper products.**

**RUGS AND MATS** Rugs and mats are to be rolled, bagged, and sealed with the backside of the rug facing outward and placed in a sealed 7 mil. plastic bag with Orvis barcode and a Country of Origin indication on the outermost packaging of each individual item. Rugs/mats that cannot be rolled must be boxed, sealed, and labeled on the outside packaging with the ORVIS barcode and Country of Origin. Rugs that have mat backing and lend themselves to cracking must be flat boxed.

Approved opaque rug bags may be ordered from Piedmont National, 1-800-486-6130, Jeff Levenson: at JeffL@pncorp.com

**No carton is to weigh more than 40 pounds, contain multiple style numbers, have vendor information displayed, or have item description graphics.**

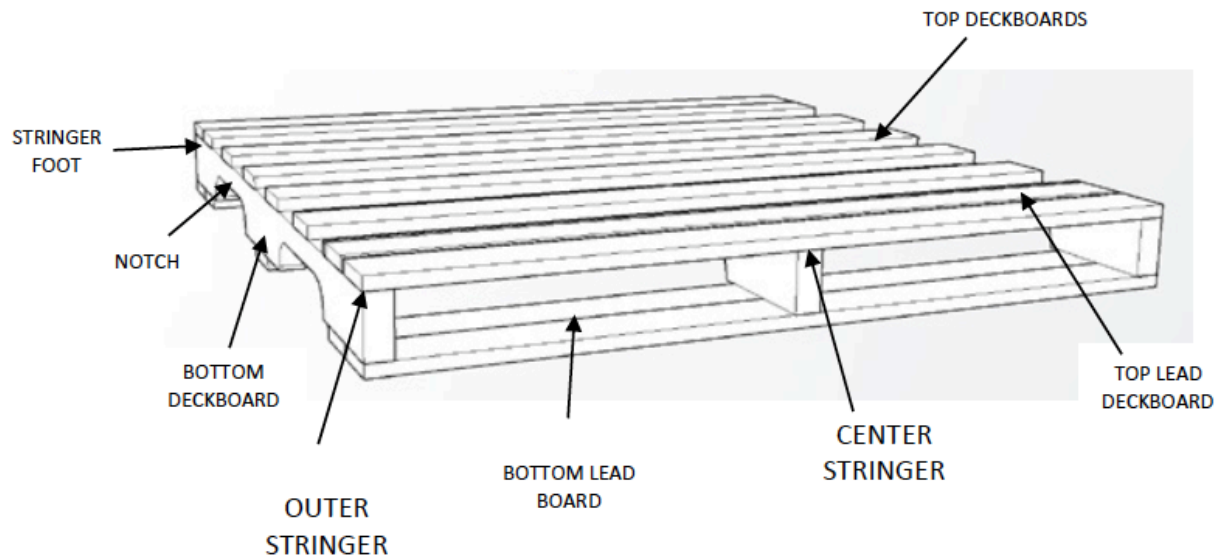
**PALLETIZING** All palletized products are to be placed on a standard 48"X40" good quality pallet, as represented on the following page, stacked no higher than 6 feet tall, including the pallet. These palletized shipments must have a minimum of three wraps of stretch wrap and corner protection strips. All international palletized shipments must be discussed with and approved by the Global Trade Department or Control Buyer. Pallets must be in compliance and marked in accordance with all Government Regulations of Heat Treat and/or Fumigation as directed under International Plant Protection Convention (IPPC) guidelines. Wooden packaging materials (e.g., pallets, crates, boxes, and dunnage) must be heat treated or fumigated with methyl bromide and marked with the IPPC logo and appropriate country code designating the location of treatment. No pallet can be stacked more than 6 feet high, including base pallet.

**Item requirements: Each vendor must comply with all local, state, and federal regulations.**

## PACK PROPERLY FOR SHIPPING

It is the Vendor's responsibility to ensure that merchandise is packed and shipped in such a way that product quality and presentation are retained. The Vendor should use a plain corrugated cardboard carton at least 32 ECT (Edge Crush Test) OR 200 Mullen. Each carton must have a BMC (Box Manufacturing Certification) stamp/indication. Maximum weight of each carton is 40 pounds. Large gift items and furniture, such as tables, chairs, dog crates, etc., are exceptions. When shipping boxes to Roanoke greater than 48 inches in length, width, or height, the vendor should contact the Inbound Manager, 540-345-6789, prior to shipping. All common carrier shipments must be neatly boxed, stacked on pallets with carton labels facing out, and shrink wrapped. All bulk and raw material shipments need prior buyer approval and should be protected in boxes, bags, or shrink-wrap. For larger, multiple PO shipments, ship one PO per pallet. No straps or wire should be used to secure cases or material.

# PALLET STANDARDS

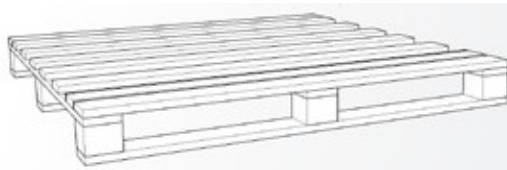


**Figure 1: “STRINGER” PALLET**

**PALLETS** used for shipments to Orvis should be standard 48 x 40 good quality “Stringer” type pallets, Grade B or better. Figure 1 above shows an illustration of a typical Stringer type pallet.

- **STRINGERS** should be intact, with no more than one repair per Stringer.
- **LEAD DECKBOARDS** – there should be (2) Lead Deckboards on the Front and (2) Lead Deckboards on the Back of each Pallet.
- **TOP DECKBOARDS** – All (7) Top Deckboards should be unbroken, and securely attached to the Stringers.
- **BOTTOM DECKBOARDS** – All (5) Bottom Deckboards should be unbroken, and securely attached to the Stringers.

**BLOCK PALLETS**, like the one shown in Figure 2 below, shall **NOT** be used. Block pallets are incompatible with much of our material handling equipment.



**Figure 2: “BLOCK” PALLET  
(NOT ACCEPTABLE)**

**VENDOR NAMES AND LOGOS** Product should only be shipped in Orvis-approved packaging. Branded product packaging with vendor name or logo is only acceptable when approved by Lorri Quesenberry. Individually boxed product should be packed in plain or ORVIS packaging; exceptions for branded product packaging must be approved by Lorri Quesenberry, Vendor Compliance.

**PACKAGED TO MINIMIZE DAMAGE** Breakable merchandise must be packed to prevent breakage and/or damage. ORVIS prefers bubble wrap and discourages the use of styrene beads, peanuts or blown foam. No newspaper or previously used materials can be used. Merchandise should be professionally packed to minimize breakage. As a guide, breakable merchandise should be packed to survive a three-foot drop. If concerned about possible breakage, please contact Lorri Quesenberry at 540-494-6225.

## MISCELLANEOUS PACKAGING

**DOORS, DRAWERS, AND HARDWARE** All doors and drawers must be closed with microfoam between the frame and door/drawer to prevent friction damage during shipment.

**HARDWARE** All hardware, such as knobs and pulls, are to be reversed so that there is no hardware exposed. If hardware is removed, it should be placed in a plastic zip-lock bag and secured to the inside of the unit. If hardware bag has an opening of 5 inches or more, you must have a child warning on the bag.

**KNOCKDOWN UNITS** Make sure the hardware and instructions are together and secured so as not to cause damage during shipment.

**WATCHES** Individual inserts, instructions in English, etc. are to be included in the packaging from the vendor. All watches should be permanently etched, engraved, or otherwise affixed with country of origin. Watches are to be boxed in an Orvis-approved watch/gift box.

**HATCH BATCH FLY SELECTIONS** Hatch Batch Fly Selections should be packaged in placon boxes with flies impaled in a 3/8", gray (not black) adhesive foam strip. Flies should be impaled at least to the barb to ensure that they don't arrive loose. Boxes should be sized so as not to misshape the flies in any way. This includes ensuring that dry fly hackles are not smashed, and feather/fur/etc. streamer tails are not bent.

**FLIES** Flies should be packaged in placon boxes and in the quantity specified by the buyer (i.e., dozen, half dozen). The 8-digit SKU number, pattern name, quantity enclosed, and Country of Origin should be printed on each placon box. Boxes should be sized so as not to misshape the flies in any way. This includes ensuring that dry fly hackles are not smashed, and feather/fur/etc. streamer tails are not bent. Flies constructed primarily of Sili Skin or other similar materials prone to sticking together should be packaged in individual sleeves before being placed in placon boxes.

**SPOOLED MATERIALS** This category includes fly-tying thread, wire, tinsel, etc. Each spool must have the Orvis SKU number.

**TIPPET** Spools should be stacked and placed in zip lock bags (3 stacks per bag).

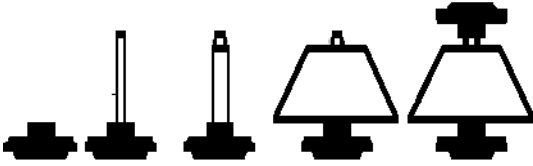
**PROTECTION/PRESENTATION** Items more than 60" inches total (United inches = Length + Width + Height) must have a minimum of 3" corner/edge pad protection on all edges. Units less than the 60" total will have no less than 2" pad/protection and in all cases an airspace of 1" must be observed. Often, we see damages when an item of furniture is packaged before the finish is completely dry and set. Adding protective corner and padding when the finish is not dry will leave tracks on the furniture.

**CHAIRS AND TABLES** All chairs and assembled tables are to have a double-walled pad under the feet to prevent the legs from pushing through the bottom of the carton.

While these packaging requirements are important, the final approval for packaging must come from Lorri Quesenberry, Vendor Compliance Department, 540-494-6321.

# PACKAGING EXAMPLES

## PACKAGING FOR A LAMP:



1. Corrugated box should be no less than 175-pound burst test.
2. Wrap base of lamp and place in bottom portion of carton.
3. Place corrugated separator onto wrapped lamp base using glue to secure all 4 sides of separator to the carton sides.
4. Glue bottom of glide to center of separator. Step #1
5. Insert dowel into glide base. Step #2
6. Slip plastic dowel cover over dowel. Step #3
7. Place shade onto dowel/cover. Step #4
8. Insert top of dowel into glide base. Step #5
9. Close top of carton and insert staple through the top flaps and into the base of glide.
10. Secure to inside of carton.

## STONEWARE PACKAGING:

1. Neatly stack plates/saucers with cushioning between each plate/saucer, leaving ½"–2" between product and outer carton.
2. Top and bottom of box must be lined with bubble wrap. If the items are purchased as a set, they must be packaged as a set. There should be no air space when packaging glassware; all spaces are to be filled to assure the least amount of movement and shifting during shipping. A ship carton must be used that is suitable for shipping glass, single-walled with proper burst test and edge crush test that is double-boxed or a double-wall box with proper burst test and edge crush. We also encourage testing with ISTA.

## FURNITURE PACKAGING

1. Corrugated material must be 200 Mullen burst strength or more.
2. Do not ship knobs or handles installed. Secure them inside the furniture or reverse the hardware for shipping.
3. Furniture is not to be shipped until the finish is totally cured and dried.
4. Doors/drawers/hardware must be secured to prevent movement during shipping.

**Cardboard:** Must be 2" or more on all corners and supports. Must create at least a 1" air space between the inner box and outer edges of the furniture.

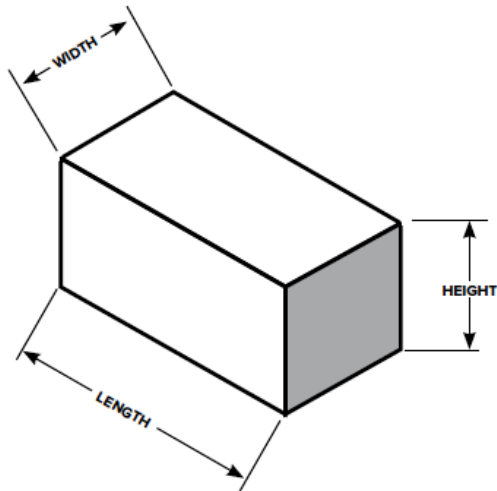
Entire surface must be covered in microfoam substance to prevent scratches and flute marks.



**Corrugated bottom:** Corrugated bottom support must be constructed to keep feet/casters/rollers in a floating position. This support should provide at least 2" of air space between contact points.

**SIZE & WEIGHT/CONTAINER BURST STRENGTH** The bursting strength of the carton must be determined by the size and weight of the furniture. Under no circumstances will fiberboard cartons of less than 200-lb. burst be accepted.

Formula for United Inches:  $L + W + H = \text{United Inches}$  Example:  $20 + 5 + 10 = 35 \text{ United Inches}$



United Inches	Weight Max in Pounds	Box Burst Minimum
1-20	1-20	200
1-20	21+	275
21-40	1-10	150
21-40	11-20	200
21-40	21-40+	275
41-60	1-20	200
41-60	21-40+	275

## INTERIOR SPECIFICATIONS

**SURFACE PROTECTION** Interior forms such as corners, side fillers, and tapes or a nonabrasive material must be used to cover all finished surfaces that are subject to contact with the container.

**Acceptable nonabrasive materials are** cellulose tissue – ribbed with 30# Kraft back – minimum 6 ply. Microfoam – minimum 1/8".

**Unacceptable Materials** non-woven sheeting including Kraft Paper or shrink film (adheres to finish, sweats). Bubble or blister (leaves imprints in surfaces if not completely cured). May be used for cushioning only when not in direct contact with painted surfaces. Surface protection is designed to eliminate scratches, imprints, dents, and discoloration of the intended furniture finish. Finish discoloring and/or tiny scratches on high sheen and lacquered furniture may be prevented by using cellulose tissue. Never allow corrugated surfaces to contact unprotected surfaces.

## ACCEPTABLE CLEARANCE PROTECTION

Corrugated edge pads are preferred over molded pulp and polystyrene corner and edge pads due to performance: 2" minimum clearance must be maintained in all areas of the cartons. Edge and corner pads must equal the height of the container if article is more than 30" tall.

### GENERAL REQUIREMENTS:

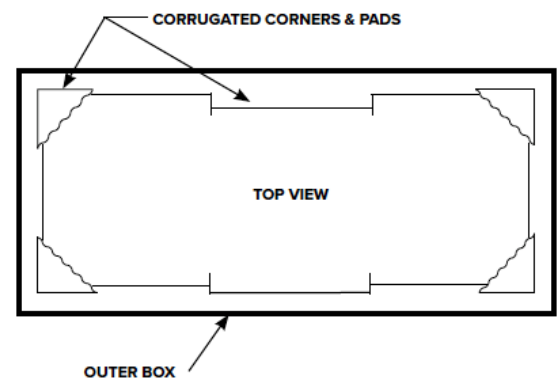
1. Unauthorized substitution of goods, damaged goods, or defective merchandise will be returned at vendor's expense.
2. Any shipment arriving after the purchase order has been canceled or has no visible valid purchase order number on the master case will be refused at the door.
3. Only one purchase order per carton.

### Carton Specifications:

1. All sides of cartons will be taped.
2. Cartons to be at least 200 Mullen or 32 ECT.
3. All cartons to be plain corrugated cardboard.

### Carton Labeling Examples:

Carton labels must be on the front end of the carton in bottom right corner. Barcodes/product labels are required on the exterior of all cartons.



## CHILD WARNING INFORMATION

The USA/OUS regulations vary from state to state. In order to ensure safe handling of plastic bags by our customers, and to protect your and our interests, we require that the warning below be displayed on every plastic bag with any opening of 5 inches or more, and less than 2 ml thick. The Warning label will read as closely as possible in clear legible type printed directly on the bag or on a gummed label attached to the bag: **WARNING: This bag is not a toy. To avoid suffocation, keep away from babies and children. Do not use in cribs, beds, carriages, or playpens.** Orvis does not supply Child Warning Stickers. **Type size of the printing of the warning must strictly adhere to the chart below:**

Total Length and Width of the Bag (L + W)	Type size of Warning
60+ inches	24 point
40-59 inches	18 point
30-39 inches	14 point
25-29 inches	10 point

## PHYSICAL CARTON REQUIREMENTS

Master cartons whose maximum dimension (length, width, or height) must meet these minimum standards. Less than 18 inches—200-pound test corrugated. Greater than 18 inches—200-pound test corrugated.

1. Packed carton weight must not exceed 40 pounds. Exceptions: Single-selling units that exceed 40 pounds must be packed in individual master cartons.
2. Cardboard protection is required on the top of each carton shipped; under the tape line.
3. All inner cartons must have tops securely sealed, no loose flaps, and burst-strength seals on the bottoms. They must be able to support the weight of their contents as well as the weight of other cartons being stacked on top of them in order to be suitable for shipping.
4. Master cartons with dimensions greater than 24 x 18 x 12 inches and those that contain only one selling unit must be packed in a carton that is acceptable for shipping.
5. No mixed PO's.
6. No mixed colors in cartons.
7. Apply carton label and carton barcode to the short end of the carton in the lower right-hand corner

## MASTER CARTON/INNER CARTON REQUIREMENTS

Orvis requires standardized master and inner pack quantities. Please ship in the agreed upon master/inner pack quantities. All inner packs should contain only one unique SKU.

**Do not exceed the agreed-upon quantity per master pack.**

**MASTER PACK:** also called Standard Pack, Case Pack, Master Case, Master Shipper, Case, or Carton. The quantity is the number of selling units of an item that Orvis expects to receive in a single box. If your case pack is 24, Orvis is expecting to receive NO MORE than 24 pieces in the box. Place one of the 8-digit Orvis-product barcodes on the outside of each Master carton. Quantity total on the master carton label must equal total number of units in the Master carton.

**INNER PACK:** also called Inner Case or Inner Pack. An Inner Pack is a carton of selling units within the Master pack. When the Inner Pack quantity is more than 1, the Master Pack must be evenly divisible by the Inner Pack quantity. For example: 24/6, 48/6, 36/4, etc.

**SPECIAL CIRCUMSTANCES:** If Orvis orders less than a full case, the vendor has two options. Pack multiple items in a case and label as required for mixed cases or pack and ship as ordered.

### MIXED CARTONS

1. If it is absolutely necessary to ship in a "MIXED" master carton, each SKU must be boxed in an individual inner pack. Inner pack cartons must also be labeled with LPN's.
2. The same SKU cannot be scattered among "MIXED" master cartons.
3. Inner packs are not to be mixed.

**Additional carton markings for a "MIXED" carton: All contents must be listed on the "MIXED" carton including barcode and quantity for each item inside carton. This includes Vendor Net cartons that are mixed.**

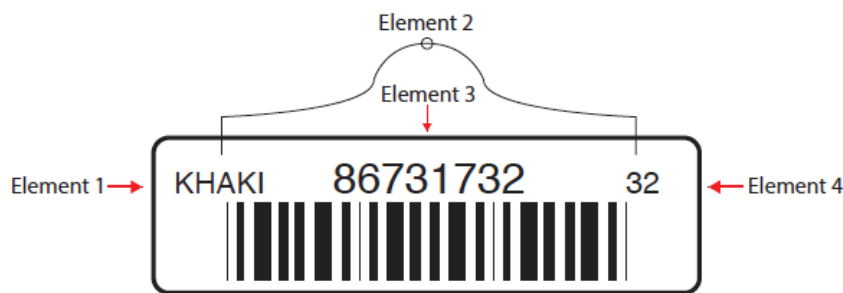


# INDIVIDUAL PACKAGING REQUIREMENTS

## ALL ITEMS

1. Vendor model number and correct, scannable Code 128 barcode, at least 3/16" high with no dashes between digits, must be visible on all individual items. All items must have a Country of Origin indication visible on the inside or outside of each package.
2. Each "unique SKU" must have a different barcode.
3. Unless waived in advance, item(s) must be assembled and ready for sale upon receipt.
4. It is up to the vendor to ensure that their packaging and carton integrity meets all carriers standards.
5. All fragile/delicate items must be packed as individual selling units with sufficient filler to protect against breakage. Add 2 to 3 inches of cushioning based on fragility of the product all the way around the product. Eliminate all void space to avoid movement of the product in the box. Orvis does not approve of filler that is not environmentally friendly.
6. Each carton must be a single unit. As an example: You may not ship a lamp separate from the shade. All component parts to an item are to be shipped in a single package. Make sure the weight of the product is not more than 50% of the gross weight limit of the box.

**The following categories have additional packaging requirements:**



- **Element 1:** Orvis item color (if not available, leave blank)
- **Element 2:** Orvis Item Number Encoded (UCC 128)
- **Element 3:** Orvis Item Number (HELVETICA REGULAR FONT, 10pt)
- **Element 4:** Orvis Item Size (if not available, leave blank)
- **Element 5:** Orvis Barcode must be at least 0.25" high, (HELVETICA REGULAR FONT 7pt)

## LIQUID, FOOD ITEMS, OR HAZARDOUS MATERIALS

1. All individual liquid containers must have an airtight inner seal in addition to a cap or lid.
2. All food products must be vacuum-sealed with tamperproof lids where appropriate.
3. All items containing ANY HazMat materials must include an MSDS sheet with every carton.
4. Food items and their shipping cartons must carry an expiration date.

## CARTON NUMBER 1

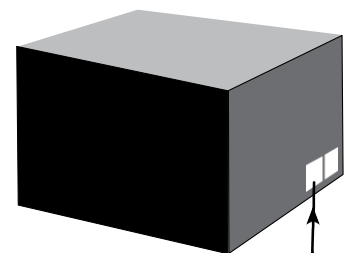
Every PO is required to have a lead carton #1. A packing list must be included inside or outside of carton #1 and faxed or emailed to 540-342-9203 or [packinglist@orvis.com](mailto:packinglist@orvis.com). Purchase order number must appear in subjectline of email or fax. The top of lead carton #1 must be clearly marked "Packing List Enclosed."

**The packing list must have the following information:**

1. PO number
2. Total number of cartons on the PO
3. Orvis 8-digit style number listed for each carton, with no dashes between digits
4. Breakdown by color and size SKU
5. Total number of units in each carton
6. Total number of units
7. Summary Sheet

**The top of lead carton #1 must be clearly marked "Packing List Attached."**

Ship carton/case must be no larger than the following dimensions, unless approved by Vendor Compliance. 21.5"L x 18.5"W x 11.5"H or 21.5"L x 18.5"W x 6"H for smaller quantities.



Labels are to be placed on this end of carton with label facing out on pallet

## CASE/CARTON LABEL FORMAT

SAMPLE OF ACCEPTABLE UCC-128 CASE LABEL.

Laser size: 3½" x 5", thermal size: 4" x 6".

Zone 1 →	<b>FROM:</b> Test Vendor 111 Test Test, VT 11111	<b>TO:</b> Orvis Company, Inc. 1709 Blue Hills Drive Roanoke, VA 24012	Zone 2
Zone 3 →	<b>Ship to Postal Code</b> (420) 24012	<b>Carrier Info:</b> BOL:	Zone 4
Zone 5 →	<b>Purchase Order #:</b> SAMPLE01 <b>Orvis Item #:</b> 1234-5678 <b>Vendor Item#:</b> 8765-4321 <b>Vendor Desc:</b> SAMPLE ITEM DESCRIPTION <b>Quantity:</b> 25 <b>Carton 1 of 2</b>		
Zone 6 →	<b>SSCC #</b> (00) 0 0 12345 0000000021 2		

### CASE LABEL REQUIREMENTS:

- **Zone 1:** Ship From (Company name & address)
- **Zone 2:** Ship To (Distribution center name & address)
- **Zone 3:** Ship to Postal Code
- **Zone 4:** Carrier Name & Bill of Lading Number (If not available, leave blank)
- **Zone 5:** Orvis Purchase Order Number Orvis Item Number Vendor Item Number Vendor Description Item Quantity Carton Number
- **Zone 6:** SSCC Barcode  
The Serial Shipping Container Code or the SSCC is used throughout the supply chain as an entity identifier for item tracing and internal control.
- Vendor Company prefix must be on SSCC#.

**Please Note:** The SSCC# and barcode is only generated for vendors on Vendor Net. Non-Vendor Net vendors will need to generate labels without the SSCC# and barcode but must add barcode next to the label.



# INVENTORY AND SHIPPING REQUIREMENTS FOR HAZARDOUS MATERIALS

If a product or part of the product you sell to Orvis is classified as a hazardous material by the DOT or OSHA, additional information is required. The importance of proper identification of hazardous materials and compliance with DOT and OSHA regulations regarding the shipment of products classified as hazardous cannot be stressed strongly enough. Our ability to ship your products to our customers depends on you providing us a Safety Data Sheet (SDS) for each product that falls within the DOT and OSHA guidelines. Without this sheet, we cannot ship products containing hazardous materials.

## WHAT IS A SAFETY DATA SHEET?

All manufacturers and importers are required by DOT and OSHA to obtain or develop a Safety Data Sheet for each hazardous chemical they produce or import. It must be written in English and contain information that identifies the product, its composition, dangers, first aid, firefighter's methods, accidental spillage, handling and storage, exposure controls and personal protection, physical and chemical properties, stability and reactivity, toxicological information, ecological information, disposal, transport, and statutory information.

## HOW DO I GET AN SDS COMPLETED?

If you need assistance developing an SDS, help is available through the sources listed below.

## HOW DO I PROVIDE THE SDS TO ORVIS?

After thoroughly filling out all parts of the SDS that apply, fax it to 540-345-9203 "Attention Vendor Compliance Department". **A copy of the completed SDS must be included with each shipment. If you need assistance developing your SDS, here are some helpful links:**

**USDOT Transportation Safety Institute**  
Hazardous Materials and Transportation Safety  
Division, DTI-30  
4400 Will Rogers Parkway Suite 218  
Oklahoma City, OK 73108  
HAZMAT@TSI.jccbi.gov  
Fax: 405-946-4345  
Phone: 405-949-0036, Ext. 374  
[tsi.dot.gov/divisions/hazmat/hazmat.htm](http://tsi.dot.gov/divisions/hazmat/hazmat.htm)

**U.S. Dept. of Transportation**  
Research and Special Programs Administration  
Office of Hazardous Materials  
Initiatives and Training DHM-50  
Washington, DC 20590-0001  
[Training@rspa.dot.gov](mailto:Training@rspa.dot.gov)  
Fax: 202-366-7342  
Phone: 800-467-4922  
[hazmat.dot.gov](http://hazmat.dot.gov)

Vendor will ensure that any shipment to Orvis is packaged and shipped in compliance with Applicable Laws, including those contained in the federal Hazardous Materials Shipping Regulations (Code of Federal Regulations 49, Parts 100 to 185.)

## BARCODES, COUNTRY OF ORIGIN & PLACEMENT BARCODES

Vendors are encouraged to supply their own barcodes; samples can be sent to Vendor Compliance for testing and approval. Every item must be barcoded with an 8-digit (no dash) 128 barcode, subset B. If you cannot supply these barcodes, please contact your inventory team. Vendors will need the ability to apply barcode labels regardless of who creates the barcode.

**The "Quiet Zone" which is the blank, marginal space at the beginning, ending, top, and bottom of each barcode that enables a scanner to accurately read the information, must be at least 10 times the narrow bar element (narrowest bar found within the barcode) width.**

**All merchandise received in our Distribution Center without a scannable barcode will result in a chargeback. If you have not received barcodes within 2 weeks of your shipment date, contact your inventory team immediately.**

Each unit of merchandise must have an identifying pressure-sensitive label showing the ORVIS 8-character SKU number in a conspicuous place to be easily identified by receiving for quick scanning. The requested format is 1.5" x .75", with the ORVIS 8-character SKU in code 128 barcode, subset B numerical form. Vendors are encouraged to have their own barcoding equipment; however, ORVIS can provide these barcode labels with our purchase order. If you have questions not covered in this manual concerning the proper placement of barcode labels on your merchandise, please contact your ORVIS Control Buyer (the signed name on the purchase order) for detailed instructions.

- 1. All merchandise must be individually barcoded with ORVIS SKU#.** Each individually packaged unit of merchandise must have an identifying pressure-sensitive label, showing the ORVIS 8-character SKU number, in a conspicuous place. Barcodes are 8-digit and have no dashes between the digits. Prices shall not be visible.
- 2. Definition of a “unit of merchandise.”** A unit of merchandise is defined as an individually packaged product.
- 3. Conspicuous and consistent placement of the pressure-sensitive barcode label.** Following are a few of the most common code label placements.

**EXAMPLE A: Individually boxed items—on the exterior of the box.** On breakable items or other items that are individually boxed, the barcode and country of origin should be placed on the outside of the box in the lower right-hand corner of the side of the box. (Not on the item itself and not on a polybag inside the box.)

**Boxes: exterior of box**

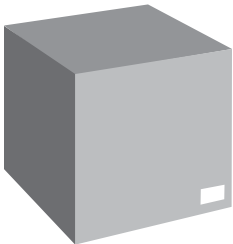
**EXAMPLE B: Polybagged items—on the bag.** On non-breakable “soft” products in protective polybags, the barcode and country of origin should be placed on the outside of the polybag in the lower right-hand corner. (However, if the polybagged items are then individually boxed, the barcode should go on the box.)

**Bags: lower right-hand corner.**  
**Bags must be taped or sealed.**

**EXAMPLE C: Garment-bagged items—on the bag.** On non-breakable “soft” products in protective garment bags that require a hanger, the barcode and country of origin should be placed on the outside of the polybag in the upper right-hand corner. (However, if the polybagged items are then individually boxed, the barcode should go on the box.)

**Garment bags: upper right-hand corner.**  
**Bags must be taped or sealed.**

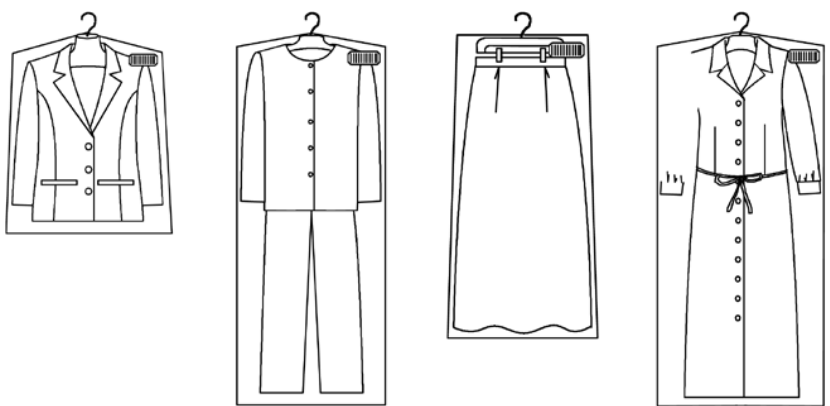
A.



B.



C.



**4. Country of Origin labeling must be in a conspicuous place on each item.**

**FLAT ITEM BARCODE/INFO PLACEMENT:** The dimensions of the product must be clearly visible on the packaging. For bedding, you must state sizing such as Twin, Full, Queen, and King in addition to the actual measurements.

1. Tablecloths 2. Bedspreads 3. Towels 4. Napkins 5. Sheets 6. Blankets 7. Linens 8. Runners  
9. Shams 10. Quilts 11. Table Toppers 12. Duvets



► barcode placement and country of origin

**COMPLIANCE LABELING:** Several industries require labeling for various products. Please be sure that all mandatory labeling is on the product. We will inspect samples upon receipt. This will be part of the initial review of your product for inclusion in an Orvis market venue. The following are a few of the labels we will be looking for on products:

- |                              |   |   |
|------------------------------|---|---|
| 1. Candle Warning Labels     | 4. LHAMA Label  | 7. Proposition 65 warning labels (if Proposition 65 labeling is required) |
| 2. UL/ETL/CSA Label          | 5. Small Parts Warning Labels                               |   |
| 3. Suffocation Warning Label | 6. Labeling for the Reduction of Lead in Drinking Water Act |   |

## **LABELS AND HANGTAGS**

Labels and hangtags are to be purchased by the vendor. Below are Orvis preferred vendors that have current label packages on hand. Any other labels or hang tags for clothing must be submitted to Margaret Eisenhauer, [eisenhauerm@orvis.com](mailto:eisenhauerm@orvis.com) for approval.

SML Bell  
777 Main Street  
Lewiston, ME 04240, U.S.A.  
Contact: Scott Morris  
Email: [ScottMorris@sml.com](mailto:ScottMorris@sml.com)  
Phone: 207-784-2961  
x203

Additional Label and  
Hang Tag Vendor:

HONG KONG CONTACT:  
The Star Group Asia Ltd.  
Rm. 19-22, 4th Floor, Block B  
Proficient Industrial Centre  
6 Wang Kwun Road  
Kowloon Bay, Hong Kong  
Contact: Joanna Tam  
Email: [joanna@thestargrp.com](mailto:joanna@thestargrp.com)  
Phone: 852-2750-0207  
Fax: 852-2750-0510

U.S. CONTACT:  
The Star Group  
80 A Industrial Road  
Lodi, NJ 07644, U.S.A.  
Contact: Mayda Plescia  
Email: [mplescia@thestargrp.com](mailto:mplescia@thestargrp.com)  
Phone: 973-778-8600  
Fax: 973-778-8623

Avery Dennison  
2025 16<sup>th</sup> Street.  
Greensboro, NC 27405, U.S.A.  
Contact: Christy Betts  
Email: [Christy.Betts@averydennison.com](mailto:Christy.Betts@averydennison.com)  
Phone: 336-553-2403

All other labels—i.e. care and content, country of origin, and any other printed or woven information—are the vendor's responsibility but must conform to Orvis regulations. See labeling information in the soft goods section.

It is Orvis' expectation that the vendor conforms to all applicable U.S., Canadian and/or EU labeling requirements.

### **PLEASE NOTE:**

No 800 phone #s, fax #s, email addresses or company addresses allowed anywhere on the inside or outside packaging or labeling materials without prior approval. Assembly instructions/directions are to be written in English and contain no vendor information such as name, phone number, or logo.

# DROP BALL TEST

The Food and Drug Administration (FDA) reviews shipments of sunglasses and lenses to check for proper documentation. FDA requires shipments of glasses and/or lenses include the “Drop Ball Test” Certificate with it.

The FDA regulates eyewear products to ensure their safety. Impact resistance is essential criterion for U.S. bound glasses and/or lenses. The FDA does not explicitly define a number of lenses that need to be tested before approved; it depends on the size of the shipment and the material/type of lens. However, the FDA does state that the drop ball test must be performed on every glass lens for prescription use.

There is a guidance document for the drop ball test. The regulation states the following requirements:

1. The impact test will consist of a 5/8-inch steel ball weighing approximately 0.56 ounces
2. The ball should be dropped from a height of 50 inches from the horizontal upper surface of the lens
3. The geometric center of the lens should be struck by the ball within a 5/8-inch diameter circle
4. There cannot be anything restricting the fall of the ball
5. A tube may be used to guide the ball to the lens; the ball may be dropped through a tube extending to within approximately 4 inches of the lens

Title 21 of the FDA’s Code of Federal Regulations states that the lens cannot fracture on impact in order to pass the test. A lens is considered fractured if:

1. It cracks through its entire thickness, including a laminar layer, if any, and across a complete diameter into two or more separate pieces; or
2. Any lens material visible to the naked eye becomes detached from the ocular surface (i.e., the surface of the lens that is closest to the eye when the lens is in actual use).

**A failure to include the “Drop Ball Test” certificate with your shipment can result in a delay in your shipment by the FDA. To avoid any delays, make sure the Drop Ball Test results are attached to your shipping documents.**

For questions related to the “Drop Ball Test” or any U.S. FDA regulation, please contact Registrar Corp 24/7 at [registrarcorp.com/livehelp](http://registrarcorp.com/livehelp) or call us at 757-224-0177



## **VENDOR COMPLIANCE MANUAL**

# **SHIPPING & ROUTING FOR ALL VENDORS**

## **Section 6**

### **GENERAL REQUIREMENTS**

1. Unauthorized substitution of goods, damaged goods, or defective merchandise will be returned at vendor's expense.
2. Any shipment arriving after the purchase order has been canceled or any shipment that has no visible valid purchase order number on the master case will be refused at the door.
3. For Hazardous Materials Purchase Orders, each carton must have an SDS sheet.

**All Packing Lists must be affixed to outside of and inserted in Lead Carton #1.**

**FAILURE TO COMPLY WILL RESULT IN CHARGEBACKS.**

**All non-Orvis Supplier Zone (OSZ) vendors must email or fax copies of packing lists and Bill of Lading# or Pro# to [packinglist@orvis.com](mailto:packinglist@orvis.com) or fax to 540-342-9203 for advance ship notice (ASN).**

**Please put purchase order number in subject line of email or fax.**

# DOMESTIC SHIPPING INSTRUCTIONS

## SMALL PACKAGE ROUTING

**Shipments of 300 lb. Dim Weight and Under Ship UPS Ground Bill Recipient** Please contact Logistics@orvis.com for third party account numbers and additional shipping instructions.

When shipping UPS, enter the Orvis Purchase Order Number(s) In the UPS Reference Field 1 and/or 2. Numbers only – do not use text or dashes. Example: 456789.

Charge backs will apply for Non-Compliance and missing PO numbers. Please refer to Next Page for Chargeback Schedule.

## LESS THAN TRUCK LOAD ROUTINGS

**The following 3 qualifications must be met for LTL Shipments**

- Shipments must weigh between 301 and 6,999 lbs. AND
- Shipments must be less than 650 Cubic Feet AND
- Shipments must be Less than 6 Pallet Positions (12 linear Feet)

If you are shipping on behalf of a supplier (i.e., 3rd Party Warehouse/Shipper), please enter the supplier's information in the shipper field on the Bill of Lading. Please also include your contact information at the bottom of the Description or Articles / Special Marks Section on the Bill of Lading

Please place the following on your Bill of Lading:

Bill to:  
The Orvis Company c/o Lawrence Logistics  
872 Lee Hwy  
Roanoke, VA 24019  
Logistics@LawrenceTransportation.Com

When shipping LTL, notate the Orvis Purchase Order Number(s) on the Bill of Lading. Numbers only – do not use text or dashes. **Example: 456789.**

Charge backs will apply for Non-Compliance and missing PO numbers. Please refer to Next Page for Chargeback Schedule.

## **VOLUME / TRUCK LOAD SHIPMENTS**

Shipments that exceed the LTL Requirements need to move under the Orvis volume / truckload program.

Orvis has contracted Lawrence Logistics, a 3rd party to route these Shipments.

Please fill out, scan, and email the Lawrence Logistics Pick Up Request Form to; Lawrence Transportation Attention: [orvisorders@lawrencetransportation.com](mailto:orvisorders@lawrencetransportation.com)

If further assistance is needed please contact them directly.

Lawrence Logistics at 540-966-4544, for Mark McIntosh call 540-966-4590.

## **ORVIS REQUIRES 48 HOURS NOTICE PRIOR TO PICK UP FOR VOLUME / TRUCK LOAD SHIPMENTS.**

If you are shipping on behalf of a supplier (i.e., 3rd Party Warehouse/Shipper), please enter the supplier's information in the shipper field on the Bill of Lading. Please also include your contact information at the bottom of the Description or Articles / Special Marks Section on the Bill of Lading.

When shipping Volume/ Truck Load Shipments, Please Notate the Orvis Purchase Order Number(S) on the Bill of Lading and provide the Orvis PO numbers to Lawrence Logistics when requesting the routing. Numbers only – do not use text or dashes. Example: 456789.

<b>Vendor Non-Compliance</b>	<b>Chargeback Amount</b>
Single purchase order not referenced	\$50 research fee + \$50 admin fee
Multiple purchase orders not referenced	\$100 research fee + \$50 admin fee
Vendor info/purchase order not referenced	Vendor will be charged all shipping expenses

\*Note – “The Orvis Company” should not appear as the shipper on the freight invoice

Orvis reserves the right to have the freight carrier charge back all shipping expenses if reasonable care was not taken to provide basic info (i.e., your company name and address). If shipping from a 3rd party warehouse and the vendor name, nor PO is included on the carrier invoice, we will refuse the carrier charges and have them bill these back to the shipper/warehouse.

For General questions please contact Brian Blankenship c/o Lawrence Logistics at 540-966-4544.

# INTERNATIONAL SHIPPING INSTRUCTIONS

Below please find Orvis International shipping Instructions for shipments to Orvis facilities in the United States and United Kingdom. **All shipments are to be shipped via Sea Freight** by DHL Global Forwarding unless otherwise advised due to weight or expedited needs. If you have questions about routing on Third-Party International Moves or need the address of the DHL Global Forwarding Air & Ocean Office nearest you, contact the Orvis Global Trade Department at 802-362-3622, lettenbergerb@orvis.com or riplew@orvis.com .

SHIPMENTS TO THE UNITED STATES		SHIPMENTS TO THE UNITED KINGDOM	
<b>CONSIGNEE:</b> The Orvis Co. Inc. 1709 Blue Hills Drive Roanoke, VA 24012 USA Tel: 540-494-4218	<b>CONSIGNEE:</b> The Orvis Company, Inc. 4182 Main Street Manchester, VT 05254 USA Tel: 802-366-8235 Ext.6763	<b>CONSIGNEE:</b> Orvis Gokey Mfg. 300 Montineau Street Tipton, MO. 65081 USA Tel: 660-433-5401	<b>CONSIGNEE:</b> The Orvis Co., Inc. Clearwater House Unit 28 North Way Andover Hampshire SP10 5RW UK UK Tel: 1264 349500
<b>BROKER/NOTIFY PARTY &amp; DESTINATION FOR ALL IMPORT FREIGHT DOCUMENTS:</b> DHL Global Forwarding 13 Centennial Suite 102 Peabody, MA 01960 Tel: 617-580-4555 Ref: ORVIS  DESTINATION PORT = Norfolk, VA  DESTINATION AIRPORT = JFK, New York, NY (or as advised)	<b>BROKER/NOTIFY PARTY &amp; DESTINATION FOR ALL IMPORT FREIGHT DOCUMENTS:</b> DHL Global Forwarding 13 Centennial Suite 102 Peabody, MA 01960 Tel: 617-580-4555 Ref: ORVIS  DESTINATION PORT = New York, NY  DESTINATION AIRPORT = JFK, New York, NY	<b>BROKER/NOTIFY PARTY &amp; DESTINATION FOR ALL IMPORT FREIGHT DOCUMENTS:</b> DHL Global Forwarding 13 Centennial Suite 102 Peabody, MA 01960 Tel: 617-580-4555 Ref: ORVIS  DESTINATION AIRPORT = St. Louis, MO	<b>BROKER/NOTIFY PARTY &amp; DESTINATION FOR ALL IMPORT FREIGHT DOCUMENTS:</b> DHL Global Forwarding Danzas House Kestral Way, Dawley Park Hayes Middlesex UB3 1HJ UK Attn: Andy Harding / Stewart Renton Tel: 020 8754 5094 Ref: ORVIS  DESTINATION PORT = Southampton, UK DESTINATION AIRPORT = London, UK

Noncompliance is subject to chargeback.

- **Review Next Page for Orvis International Import Documentation Requirements**



# IMPORT DOCUMENTATION REQUIREMENTS

Please include the following documentation for U.S. & UK Import Compliance to ensure the efficient importation of product(s). Commercial Invoice Details noted below are to be adhered to:

## OCEAN SHIPMENTS:

- **Original Commercial Invoice must include:**
  - Orvis Purchase order Number(s) in English
  - Orvis Fed ID# 03-021545900
  - Complete Product Description and Content Breakdown
  - Harmonized Tariff Number
  - Currency
  - Ship to or Final Destination clearly noted
  - Country of Origin
  - Notation of Any Assist(s), including Quantity, Origin, and Estimated Value
  - U.S. Government Regulations require Manufacturer's Name and Address to appear in the body of Commercial Invoice (MID) if not the same as seller
- Packing List (Packing Lists must be affixed outside Lead Carton and Inside Lead Carton)
- ORIGINAL VISA, if applicable
- ORIGINAL Bill of Lading, with complete Product Description
- Quota Charge Statement, if applicable
- Textile Declaration, if applicable
- Certificate of Origin ("An Original" for UK Imports)
- Footwear Detail Sheet, if applicable
- MSDS Form, if applicable
- Wood Product Suppliers must complete U.S. Lacey Act Document
- Shipper's Declaration confirming all packaging in compliance with IPPC Regulations (ISPM No.15).
- Beneficiary Statement, certifying all applicable and negotiable documents above have been sent via courier direct to the notify party listed on page 1.

## AIR SHIPMENTS: (prior approval needed)

- **Original Commercial Invoice must include:**
  - Orvis Purchase order Number(s)
  - Orvis Fed ID# 03-021545900
  - Complete Product Description and Content Breakdown
  - Harmonized Tariff Number
  - Currency
  - Ship to or Final Destination clearly noted
  - Country of Origin
  - Notation of Any Assist(s), including Quantity, Origin, and Estimated Value
  - US Government Regulations require Manufacturer's Name and Address to appear in the body of Commercial Invoice (MID) if not the same as seller
- Packing List (Packing Lists must be affixed outside Lead Carton and Inside Lead Carton)
- ORIGINAL VISA, if applicable
- Quota Charge Statement, if applicable
- Textile Declaration, if applicable
- Certificate of Origin ("An Original" for UK Imports)
- Footwear Detail Sheet, if applicable
- MSDS Form, if applicable
- Wood Product Suppliers must complete U.S. Lacey Act Document
- Shipper's Declaration confirming all packaging in compliance with IPPC Regulations (ISPM No.15).

## THE FOLLOWING GUIDELINES MUST BE MET FOR INTERNATIONAL SHIPPING

1. Original Ocean Shipment Documentation should always be forwarded via courier direct to the appropriate Notify Party as noted on page 1, unless otherwise directed.
2. Original Air Freight Documentation should accompany cargo unless otherwise arranged.
3. Shipment details, at the time of export, to be emailed to the Control Buyer mentioned on the Purchase Order.
4. Wood Palletized Freight must be in adherence to IPPC Guidelines and Regulatory IPPC Markings.
5. Assist is any item supplied on behalf of Orvis, at no charge to Vendor/Manufacturer, such as packaging or hang tags.
6. All suppliers of wood products must adhere to U.S. Lacey Act regulations.
7. U.S. Import Security Filing strictly enforced. Complete accurate I.S.F. 10+2 requirements. No load order in place.

The Global Trade Department must authorize all other International Shipping Methods and Modes.



REPRINT 2013-07-08 9

Order Date	Order Type	Page
07/08/2013	N	Page 1 of 1
P.O. Number	Must Be Received By	
650624	01/26/2014	

Vendor	Ship To	Invoice To
Vendor No.: 32680	The Orvis Company, Inc.	The Orvis Company, Inc.
Marlervous Fashions Ltd.	1709 Blue Hills Drive	1711 Blue Hills Drive
The Old Bull	Roanoke, VA 24012	Roanoke, VA 24012
Bridge Road		
Stoke Ferry		
Norfolk PE33 9TB, ENGLAND		

Buyer	JOHN ESPOSITO		
Terms	WIRE TRANSFER		
Buyer Email	ESPOSITOJ@ORVIS.COM		
Buyer Phone	802-362-6519	HTS No.	8205202051
Carrier	Refer to routing guide.		
Shipments Under	300 lbs.,	Ship Via	Refer to Orvis VCM

Special Instructions: QUESTIONS OR CHANGES REGARDING THIS ORDER SHOULD BE DIRECTED TO JOHN ESPOSITO AT (802)362-6519 OR ESPOSITOJ@ORVIS.COM  
 BARCODE STICKERS ARE REQUIRED ON ALL DELIVERIES  
 REFER TO THE VENDOR COMPLIANCE MANUAL AND ROUTING GUIDE AT  
 WWW.ORVIS.COM/VENDORINFO

Ln. #	Orvis Style No.	Vendor Style No.	Item Description	Ex. Order / Ship Date	Qty	Unit Cost	Extended Cost
1	45YG0252	SW 4310	Color: BROWN Size: M HAND PRINTD KALAMKARI SHIRT SS	12/01/2013	60	\$ 11.90	\$ 714.00
2	45YG0253	SW 4310	Color: BROWN Size: L HAND PRINTD KALAMKARI SHIRT SS	12/01/2013	113	\$ 11.90	\$ 1,344.70
3	45YG0254	SW 4310	Color: BROWN Size: XL HAND PRINTD KALAMKARI SHIRT SS	12/01/2013	131	\$ 11.90	\$ 1,558.90
4	45YG0255	SW 4310	Color: BROWN Size: XXL HAND PRINTD KALAMKARI SHIRT SS	12/01/2013	61	\$ 11.90	\$ 725.90
Important: Acknowledgment of this PO includes acceptance of our Terms & Conditions and Vendor Compliance/Routing Guide. Please refer to the "Vendor Terms & Conditions Compliance/Routing Guide", under Important Links at <a href="https://SupplierZone.Orvis.com">https://SupplierZone.Orvis.com</a> .					Total Quantity:	365	Total Cost: \$ 4,343.50

Orvis Style Number



## **VENDOR COMPLIANCE MANUAL**

# **BRANDING FOR ALL VENDORS**

## **Section 7**

### **BRAND IDENTITY STANDARDS**

The Orvis name — and our visual identity — is one of our company's key assets. Consistent use of the Orvis name ensures recognition of our unique brand of products and services worldwide.

A strong and consistently applied brand identity system will allow us to be recognized and established in a highly competitive marketplace while at the same time instilling pride of ownership among all our associates. This guide will provide the framework for using the brand identity in a way that consistently projects the Orvis image based on our heritage, tradition, and authenticity.

**Use of the Orvis logo that is not consistent with the following branding guide will result in chargebacks or returns to the vendor.**

**FAILURE TO COMPLY WILL RESULT IN CHARGEBACKS.**

## ORVIS LOGO

The Orvis logo is based on the tradition and heritage that has served Orvis for more than 150 years. It reflects the simple, classic nature that embodied the original store when Charles F. Orvis created the company in 1856. It represents a level of taste that is found in our customers and exudes the quality they have come to trust over time.

The Orvis logo is composed of special lettering and **must never be re-created, typed or re-drawn**. Reproduce the logo only from authorized printed or electronic reproduction art. You may obtain this art from Orvis Creative Services. The Orvis logo is a modified version of Copperplate Bold.



## PRIMARY LOGO

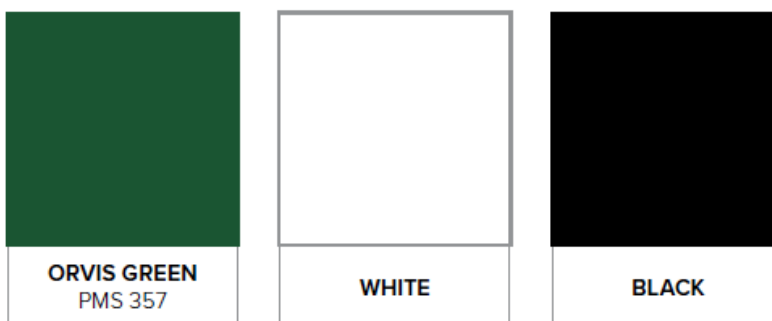
For all Brand Communications

# ORVIS®

The Orvis logo is composed of special lettering and must never be re-created, typed or re-drawn. Reproduce the logo only from authorized printed or electronic reproduction art.

## PRIMARY LOGO COLORS

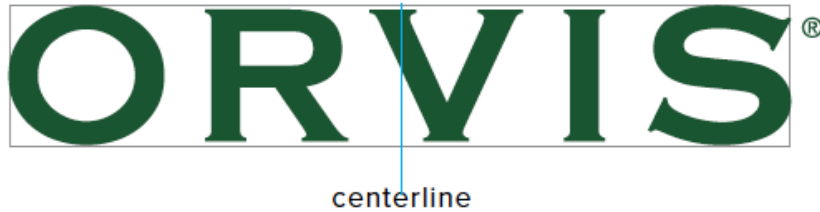
The selection and application of color are important in maintaining a uniform and consistent brand image. The primary color for the logo is Orvis Green (Pantone 357). The logo also may be printed in black or white. Approval from The Orvis Brand Design department is required for all exceptions.



# LOGO USAGE

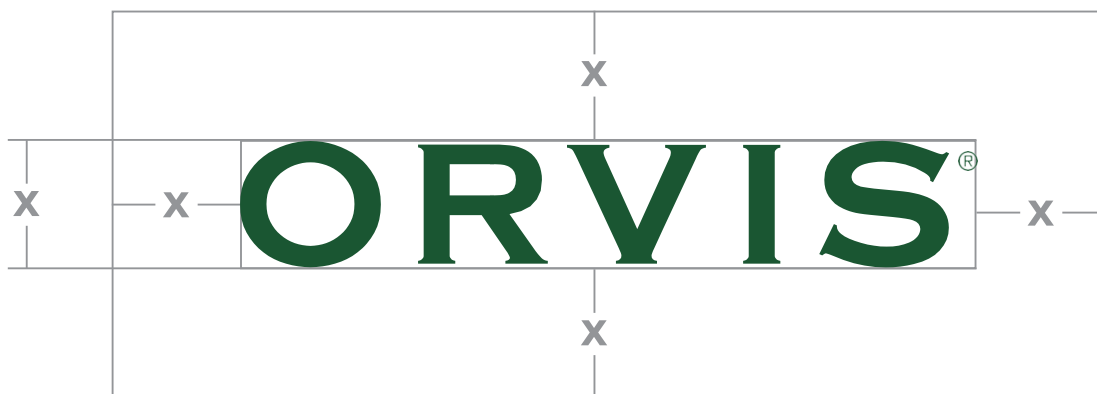
## CENTERLINE

The logo centerline is determined by measuring from the "O" to the "S" in Orvis and does not include the registered trademark symbol. Use this as a reference point when centering logo on all brand communications.



## MINIMUM LOGO SIZES

Minimum size for the Orvis logo should be no smaller than 1 inch wide in all brand communications.



## CLEAR SPACE

To maintain its emphasis and presence, the logo must be surrounded by white (empty) space. The logo must be positioned with at least the minimum amount of white space surrounding the logo which is equal to the cap height of the 'V' in Orvis as illustrated here.

# LOGO LOCKUPS

## STORE LOCATION AND WEB URL LOCK-UP EXAMPLE

Store locations and URLs should be uniformly spaced when used in conjunction with the Orvis logo.

Use these guidelines when typesetting.

**Typeface:** Proxima Nova Semibold

**Tracking:** 50



# INCORRECT USES

## LOGO DON'TS

Consistent use of the Orvis logo ensures recognition and familiarity with our brand identity.

These are some examples that do not comply with the Orvis standards, and should be avoided.



Do not outline the elements or create logo variations.



If placing on a photo, always ensure legibility of logo



Do not use the logo with any unapproved colors.



Never set type above the Orvis logo as a lock-up.



Do not warp or stretch the logo. Always scale uniformly.



Never set type too close or off-center to the Orvis logo.



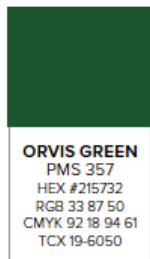
Avoid using a drop shadow or other special effects.



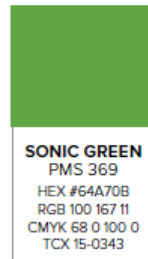
Do not attempt to distort or render the logo in three dimensional form.

# BRAND COLORS

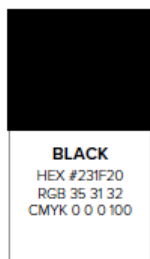
## BRAND PRIMARY COLOR



## BRAND SECONDARY COLORS

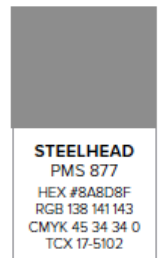
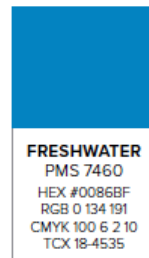
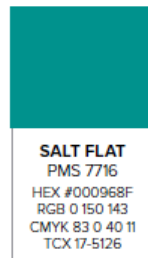
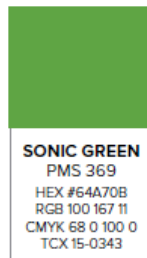


## GRAY PALETTE



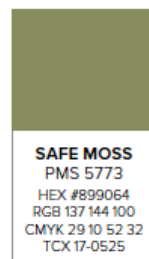
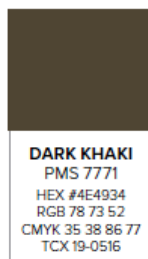
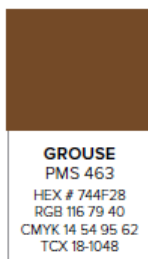
## THE WATER

Water is essential for life, but in our case it's the blood of the brand.



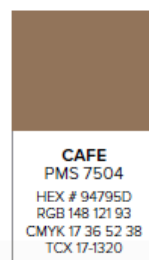
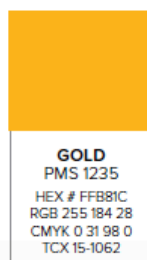
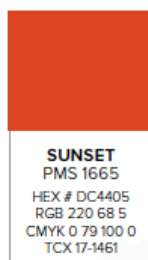
## THE FIELD

Where our love of the outdoors, our incomparable bond with our dogs, and our need of wild places intersect.



## THE FIRE

The origin of our traditions where stories of adventure and wonder stir our curiosity, our history is written, and our spirit restored.







## **VENDOR COMPLIANCE MANUAL**

# **FINANCIALS**

### **Section 8**

## **REFERENCES AND BALANCE SHEET**



Grant Thornton LLP  
1375 East 9<sup>th</sup> Street, Suite 1500  
Cleveland, OH 44114-1718  
T 216.771.1400  
F 216.771.1409  
GrantThornton.com  
linkedin/GrantThorntonUS  
twitter.com/GrantThorntonUS

## Report of Independent Certified Public Accountants

Board of Directors  
The Orvis Company, Inc. and Subsidiary

We have audited the accompanying consolidated financial statements of The Orvis Company, Inc. and Subsidiary, which comprise the consolidated balances sheets as of September 29, 2017 and September 30, 2016, and the related consolidated statements of operations, comprehensive loss, changes in stockholders' equity and cash flows for the years then ended and the related notes to the financial statements.

### Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



#### Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of The Orvis Company, Inc. and Subsidiary as of September 26, 2014 and September 27, 2013, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Grant Thornton LLP*

Cleveland, Ohio  
December 23, 2014

**The Orvis Company, Inc. & Subsidiary**  
**Combined Balance Sheet**  
**at September 26, 2014**

Current Assets	\$ 97,055,882	Current Liabilities	\$ 90,730,298
Fixed Assets	\$ 52,801,459	Long Term Liabilities	\$ 14,330,846
Other Assets	\$ 3,706,099	Equity	\$ 48,502,296
Total Assets	\$153,563,440	Total Liabilities and Equities	\$153,563,440

Net sales for the 12-month period ending September 26, 2014 were \$352,835,700.

# TRADE REFERENCES

## Product/Service

RR Donnelly, Inc.  
77 Wilson  
Pond Lane  
Rowley, MA 01969

Catalog Printing

Tel: 978-432-1784

John Rossiter

Synergy Sourcing Inc.  
260 W. 35<sup>th</sup> St., #600  
New York, NY 10001

Clothing Items

Tel: 917-310-0838 134

Fax: 212-239-1610

Martin Richter, Vice President

Foxcroft Sportswear  
1411 Broadway, 23rd Fl  
New York, NY 10018

Clothing Items

Tel: 212-328-1210

Fax: 212-328-1230

Walter Bearden

Wapsi Fly Co.  
27 CR 458  
Mountain Home, AR 72653

Fishing/Outdoor

Tel: 870-425-9500

Fax: 800-425-9599

TL Lauerma

Commonwealth Home Fashion  
1100 Port Royal East  
Montreal, H2C2B4  
CANADA

Gift/Home

Tel: 514-384-8290

Fax: 514-963-8146

Barry Goodman

## OTHER DATA

Bank of America  
Credit Inquiries  
Account Officer: Michael Palmer  
100 Federal Street  
MA 5100-0707  
Boston, MA 02110

Tel: 617-434-4647

D-U-N-S Number

00-207-5539

The Orvis Company Inc. Federal I.D.

03-0215459



## VENDOR COMPLIANCE MANUAL

# CHARGEBACKS

### Section 9

#### **RETURN TO VENDOR (RTV) AND CHARGEBACKS**

This section outlines the parameters in which ORVIS would need to return a shipment to a vendor. Sometimes it is the only option available. We try to work with all of our vendors to avoid this step. However, should it be necessary, we expect our vendors to comply with our needs and work in a timely manner to either correct or replace the returned merchandise.

Invoices will not be paid on a purchase order (P.O.) until the entire shipment has been processed through Quality Assurance inspections. ORVIS expects the vendor to have their own quality procedures in place so as to assure integrity of product and packaging. Discrepancies will result in 100% inspection and will cause a chargeback to the vendor.

After repeat offense there will be a \$300.00 fee for each repeat offense/not addressed.

**Contract and in the Standard Terms and Conditions of Purchase:  
When it is justified to Return to Vendor (RTV) a shipment, Orvis will send the shipment back WITHOUT a RA #.**

The most common reasons for chargebacks are:

1. No barcodes or barcodes that won't scan.
2. Country of origin not displayed on innermost or outermost packaging of each item.
3. Missing/Inaccurate Pack List.
4. Inaccurate or missing carton information and count.
5. No child suffocation warnings.

**Failure to comply will result in chargebacks.**

# RETURN TO VENDOR

**Contract and in the Standard Terms and Conditions of Purchase: When it is justified to Return to Vendor (RTV) a shipment, Orvis will send the shipment back WITHOUT AN RA #.**

Products that have failed the Random Sampling and 100% Inspections are subject to Return to Vendor (RTV). RTV shipments will be returned without an RA#. In situations where merchandise does not match ORVIS quality standards and/or specifications, merchandise will be returned to the vendor. In these situations, the vendor will be responsible for all freight costs. Once a problem is found with a shipment, the vendor is notified as soon as possible. Where possible, a sample(s) of the problem merchandise is sent to the vendor for review. These situations must be handled in a timely manner as each day these products are held up in the Quality Assurance Department (QAD), the shipment is not being processed, and products are not being stocked. Vendor payments are held until Quality Assurance problems are cleared.

**RANDOM SAMPLING AND CHARGEBACKS** - It is to everyone's benefit to avoid chargebacks, as they will slow down the distribution of products to the ORVIS customer. Our goal is to have a positive experience with the vendors and the customers. Please read this section thoroughly, as it contains valuable information concerning chargebacks. ORVIS requires our vendors to do their quality inspections, in their own facilities, prior to shipment of products to ORVIS. Any shipment of products, which is held up in QAD, due to vendor non-compliance, will result in a vendor chargeback and delay the vendor invoice from being paid.

The ORVIS Quality Auditing Team will inspect each shipment. ORVIS uses the submitted Final Approval sample as the guide by which flaws, damages, color matching, or any other related quality problems that may occur in the production cycle are determined. If more than the acceptable number of items fail the 2nd level of inspection, 100% inspections are automatic. At this point, the vendor is responsible for the cost of the 100% inspection and any materials that may be needed for the inspection. Depending on the flaws found, the products that have failed the 1st and 2nd level of inspection may be sent back to the vendor, at the vendor's expense, and will not be paid for.

**EARLY/LATE FEE** - Failure to ship on time in accordance to ex country/ship date on purchase order contract will result in an early or late fee. Late fee charged to the shipment will be 15% of the value of the shipment.

LOT SIZE OR QUANTITY AUDITED	ACCEPTABLE QUALITY LEVELS						
		1.5		2.5		4.0	
		INSPECT	ACCEPT	INSPECT	ACCEPT	INSPECT	ACCEPT
	Less than 151	8	0	5	0	13	1
	151-280	8	0	20	1	13	1
	281-500	32	1	20	1	20	2
	501-1200	32	1	32	2	32	3
	1201-3200	50	2	50	3	50	5

To use THE ORVIS COMPANY sampling plan, follow the procedures below:

1. Locate the appropriate lot/P.O. size on the sampling plan. The lot/P.O. size is the total number of units started with. Read down the "Lot Size" column of The Orvis Company Sampling plan, until the range that includes the number of the items in the lot to be inspected is located. For example, if the PO had 1800 units, the "1201-3200" range will be used to determine the number of units to be inspected.
2. Determine the number of units to inspect. Look in the "Units to Inspect" column corresponding to the lot size to locate the exact number of units that must be inspected. Be sure to select the number corresponding to the correct AQ level.
3. Determine the number of defective units that may be accepted.

# 100% INSPECTIONS

A number of situations could trigger the need for a 100% inspection and verification of the shipment. The reasons for a 100% inspection include, but are not limited to, the following:

- Appearance of vendor labels.
- Missing or poor labeling of country of origin.
- Missing or poor labeling of fabric content.
- Product sample fails to match Orvis specs.
- Product sample fails to meet Orvis quality standards.
- Sample indicates poor packaging and product damage.
- Missing PO information, manifest or shipping papers.
- Missing or poor labeling of cartons.
- Evidence of damage during shipment.
- Evidence of infestation.
- Poor packing of breakable items.
- Mixed PO merchandise in one or more cartons.
- Poor color quality or color fails to match information provided.
- Packing list errors.

## **FREIGHT CHARGEBACKS**

Failure to comply with the Routing Guides outlined in this manual will result in chargeback. All Shipping Chargebacks are figured as actual freight charges minus Orvis freight, plus an administrative fee of \$50. Orvis freight is defined as the Orvis designated carrier and method. Chargebacks will be applied to both domestic and international shipments, the minimum is \$75 per PO. Some examples of common chargebacks are as follows:

- Vendor used improper shipping methods outlined in the routing guide.
- Vendor did not use Orvis designated carriers.

## **PRODUCT CHARGEBACKS**

Failure to comply with the product guidelines outlined in this manual will result in chargebacks. Repeat offenses over a period of time will result in double chargebacks. All Product Chargebacks are based on \$50 per labor hour plus supplies needed to correct the shipment and a \$50 administration fee. The minimum charge to correct any shipment is \$75 per PO. Some common examples of errors that will be charged back for:

- Cartons did not have proper identification.
- Merchandise was not individually and properly labeled with a scannable barcode, County of Origin, or child suffocation labeling.
- Shipments did not have packing list or proper packing list with the first carton.
- Merchandise was not properly packaged.
- Inaccurate Packaging List.



## GENERAL CHARGEBACK LIST Not a complete list.

PRODUCT CHARGEBACKS	COMPLIANCE ISSUE	CHARGEBACK AMOUNT
	No final approval sample submitted to Packaging Specialist prior to PO shipment	\$200
	Storage while awaiting vendor compliance/resolutions/repairs	\$10 per pallet space per week.
	Merchandise not individually barcoded with a scannable barcode or does not have the country of origin on the outermost packaging (if not on innermost packaging)	\$50 per hour & supplies + \$50 Admin fee
	Merchandise was not free of vendor name, logo, address, web address, pricing	\$50 per hour & supplies + \$50 Admin fee
	Merchandise not properly bagged or bags not secure	\$50 per hour & supplies + \$50 Admin fee
	All Polybags did not include Child Warning	\$50 per hour & supplies + \$50 Admin fee
	Merchandise was not packaged to minimize damage	\$50 per hour & supplies + \$50 Admin fee
	Packaging did not meet Carrier Standards	\$50 per hour & supplies + \$50 Admin fee
	100% Inspection	\$50 per hour & supplies + \$50 Admin fee
SHIPPING CHARGEBACKS	All cartons did not have proper identification Maximum of 5% of total PO cost	\$10 per carton with minimum of \$100
	All shipments did not have complete and accurate packing lists included with lead carton #1. Factory First Inspection (FFI)– Failure to identify ALL cartons as FFI for a FFI PO. Identify carton as FFI without FFI Approval.	\$100 per Purchase Order
	Multiple PO's shipped on same day but not costs on same Bill of Lading	Actual freight costs minus Orvis freight + \$50 Admin fee
	Early/late Merchandise not shipped in time frame according to agreed schedule	15% of invoice
	Orvis approved shipping method/designated costs carrier not used.	Actual freight costs minus Orvis freight + \$50 Admin fee
	Shipment information being entered into Orvis Supplier Zone in timely manner (24 hours)	\$100 per purchase order