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

HAZARDOUS MATERIALS
• Materials Safety Data Sheet

SAMPLING
• Types of Samples
• Sample Payment Policy
• Invoice Procedure

PACKAGING
• 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

This manual supercedes all previous manuals.
Terms and Conditions
for ALL Vendors

Section 1

STANDARD TERMS AND CONDITIONS OF PURCHASE.
FAILURE TO COMPLY WILL RESULT IN CHARGEBACKS.
1. **ACCEPTANCE-AGREEMENT.** The Orvis Company, Inc. (herein called “Buyer”) shall not be bound by this order until acknowledgment hereof is indicated by Vendor (as identified on this order) within ten (10) days of the order date or until delivery by Vendor or commencement of work by Vendor under this order, whichever occurs earlier. Acknowledgment of a paper order is indicated by the receipt by Buyer of a signed order from Vendor. Acknowledgment of an electronic order is indicated by releasing the order in Orvis Supplier Zone or by submitting the appropriate electronic documentation. Any proposal for additional or different terms or any attempt by Vendor to vary in any respect any of the terms of this offer in Vendor’s acceptance or acknowledgment hereof is hereby objected to and shall not be binding on Buyer. If for any reason this order shall be deemed an acceptance by Buyer of a prior offer made by Vendor, such acceptance is expressly conditioned upon Vendor’s assent to the terms contained herein. Buyer will proceed with this transaction only if Vendor assents to the terms contained in this order.

2. **PACKAGING AND SHIPPING.** Vendor shall suitably pack, mark, and ship all goods in accordance with (i) Buyer’s “Quality Control Standards” published by Buyer from time to time and (ii) the requirements of common carriers so as to secure lowest transportation costs, and no additional charges may be made to Buyer therefor unless otherwise agreed. No charges may be made for packing, boxing, cartage, or storage, unless authorized by Buyer in writing. Vendor shall properly mark each package or container with Buyer’s order number, 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 purchase order number shall also be shown on all bills of lading and invoices. Further, 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.

3. **DELIVERY.** Shipments shall be made in the quantities and not before the date specified in this order or in supplementary schedules furnished by Buyer. All shipments must be received by the date specified in this order. Unless otherwise stated herein, time is of the essence. In addition to Buyer’s other remedies, and without liability, Buyer reserves the right (i) to refuse and to return at Vendor’s risk and expense, including, without limitation, warehouse and other storage costs and extra-handling costs, any shipments made in excess of quantities ordered and shipments made before or after the time or times specified in this order or in any supplementary schedules furnished by Buyer; and (ii) if delivery is not made in the quantities and/or by the date specified, to take any or all of the following actions: (a) terminate this contract 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 (b) 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 Buyer written notice setting forth the cause or causes of the anticipated delay. When any shipment is received early or late, Buyer may deduct from each invoice therefor a late charge equal to fifteen percent (15%) of the purchase price.

4. **INSPECTION AND TITLE.** All goods covered by this order shall be received subject to Buyer’s right of inspection and rejection. Payment for goods delivered hereunder shall not constitute acceptance thereof, and all payments against documents are made with a reservation of rights by Buyer for defects, including, without limitation, defects apparent on the face thereof. Unless otherwise agreed, title to the goods covered by this order and the risk of their loss or damage shall pass from Vendor to Buyer upon the completion of unloading the goods at the destination specified on the front of this order, subject in all cases to Buyer’s rights of inspection and rejection within a reasonable time after arrival.

5. **WARRANTIES.** Vendor expressly warrants that all goods covered by this order will: (a) conform to any and all specifications, drawings, plans, instructions, samples, or other descriptions, whether express or implied, furnished by Buyer or by Vendor; (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 Buyer intends to use such goods, the goods will be fit for such particular purpose; (c) be new and merchantable; and (d) be of good material and workmanship and free from defects, whether latent or patent. The foregoing warranties shall survive Buyer’s inspection, acceptance, and
use of the goods. Vendor hereby extends to Buyer any and all warranties received from Vendor’s suppliers and agrees to enforce such warranties on Buyer’s behalf. All Vendor’s warranties shall run to Buyer, its successors, assigns, customers, and users of products sold by Buyer. Vendor agrees promptly to correct defects in any goods not conforming to the foregoing warranties, or to replace such goods, without expense to Buyer, when notified by Buyer, provided Buyer so elects. In the event of Vendor’s failure to correct or replace such defective or nonconforming goods, Buyer may make such correction or replacement at Vendor’s expense. The foregoing warranties and remedies shall be in addition to any warranties and remedies of additional scope herein or otherwise provided by Vendor to Buyer or provided by law.

6. **PRICE WARRANTY.** Vendor further 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 Buyer, Vendor shall reduce the price or prices in this order in a corresponding manner.

7. **INTELLECTUAL PROPERTY, INDEMNITY.**

   **A. Intellectual property.** Vendor warrants and guarantees that the goods covered by this 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 Buyer, 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) 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 this order. Buyer 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 this order have been manufactured by Vendor in accordance with Buyer’s own specifications, designs, or plans, Buyer agrees to indemnify and hold harmless the Vendor in similar fashion.

   **B. General Indemnification.** Vendor agrees to indemnify and hold harmless Buyer and Indemnified Persons from and against any and all damages, claims, liabilities, losses, costs, and expenses (including, without limitation, court costs and attorney’s fees) 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 damage or loss that results, or is claimed to result, in whole or in part, from any actual or alleged (i) defects, whether latent or patent, in the goods delivered to Buyer hereunder, including, without limitation, actual or alleged improper construction or design; (ii) breach of any express or implied warranty; or (iii) violation by such goods, or by their manufacture, possession, importation, use or sale, of any law, statute, or ordinance or any governmental or administrative order, rule, or regulation, or any seizure or other acts of any government officials in connection therewith, (b) any breach of the covenants and agreements contained in this order, or (c) any 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 Buyer against the foregoing damages, claims, liabilities, losses, costs, and expenses. Vendor agrees to submit certificates of insurance evidencing its insurance coverages when requested by Buyer.

8. **BUYER’S RIGHT TO MAKE CHANGES.** Buyer shall have the right to make changes to this 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 this 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 11 of this order.

9. **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 on the reverse side hereof, Vendor shall submit to Buyer a detailed written statement of such items, together with the prices thereof. If Buyer desires to have the work done or the goods furnished at the prices so stated, its purchasing agent will issue written instructions to the Vendor. Claims for compensation above the prices specified in this order will be allowed by Buyer only upon presentation of such written instruction of Buyer’s purchasing agent.
10. CANCELLATION WITH CAUSE. Buyer shall have the right to cancel this order partially or entirely upon any of the following events: (a) Vendor’s failure to provide goods which conform to the warranties provided herein or by law; (b) Vendor’s failure to make deliveries as specified in this order or as specified in Buyer’s supplemental schedules; (c) Vendor’s failure to comply with any other terms or conditions of this order; (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; or (h) the execution by Vendor of an assignment for the benefit of creditors. In the event of any such cancellation, Buyer, without prejudice to any other legal or equitable remedies available to it, shall have the right: (i) to refuse to accept delivery of any and all goods covered by this order; (ii) 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 Buyer in connection therewith); (iii) to recover any advance payments to Vendor for undelivered or returned goods; and (iv) to purchase elsewhere and charge Vendor with any resultant losses, including, without limitation, consequential or incidental damages.

11. CANCELLATION WITHOUT CAUSE AND SUSPENSION. Buyer reserves the right to cancel this 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 hereunder, shall immediately cause any of its suppliers or subcontractors to cease such work and shall observe any instructions from Buyer as to work in progress. Vendor also shall, upon Buyer’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 Buyer and Vendor, and this order shall be modified accordingly. Buyer, however, shall not be liable for any work done after notice of cancellation is given, for other costs that reasonably could have been avoided by Vendor or its suppliers or subcontractors, or for its failure to accept goods covered by this order when such failure has resulted from causes beyond Buyer’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 this order.

12. 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 Buyer (including such items made or provided by Vendor at Buyer’s cost) that are in the possession or control of Vendor, and such items supplied by Buyer shall at all times remain property of Buyer, 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 Buyer in writing, and except at the specific direction of Buyer. Vendor shall not sell, ship, or otherwise dispose of any goods upon which the name or other trademark of Buyer is affixed. All such items shall be plainly marked or otherwise adequately identified by Vendor as property of Buyer and shall be safely stored separately and apart from Vendor’s property. Unless otherwise directed by Buyer, Vendor, upon completion of deliveries made on this order, or upon cancellation of this order for any reason, shall return all such items to Buyer at Buyer’s direction and expense. In addition, Buyer shall have the right to take possession of any such items, including, without limitation, the right of entry for such purpose. If any labels supplied by Buyer in respect of this order are not used by Vendor, such labels shall be immediately returned to Buyer at Buyer’s expense. If Vendor fails to attach the appropriate label to any item, Buyer may deduct from any invoice therefor the purchase price for that item.

13. COMPLIANCE WITH LAWS. Vendor warrants that no law, regulation, ordinance, or rule of the United States, any state or local government, or any governmental authority or agency will be violated in the manufacture, procurement, processing, sale, importation, or delivery of the goods covered by this order, including without limitation, the Occupational Health and Safety Act of 1970 and the standards and regulations issued thereunder. Vendor further warrants that the goods to be furnished under this 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 Act of 1972, 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.

14. RIGHTS AND REMEDIES. The rights and remedies herein expressly provided to Buyer shall be cumulative and in addition to any other or further rights and remedies available at law or in equity. Buyer’s failure to insist upon performance of any of the terms or conditions of this 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.

15. 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.

16. ENTIRE AGREEMENT. This order merges all prior communications of the parties, supersedes all prior agreements, and constitutes the entire agreement between Buyer and Vendor with respect to the goods specified on the front of this order.

17. ASSIGNMENT. Neither this 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 Buyer. 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.

18. 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.

19. CONFIDENTIALITY. Vendor shall consider all specifications, drawings, plans, instructions, samples, and any other information furnished by Buyer, or prepared by Vendor specifically for Buyer in connection with this order, to be confidential and shall not (i) disclose any such information to any other persons, or (ii) use such information itself for any purpose other than performing this contract. Without Buyer’s prior written permission, Vendor shall not advertise or publish the fact that Buyer has contracted to purchase goods from Vendor, disclose information relating to the order, nor use the name of Buyer, or any of its customers, in advertising or other publication. The obligations of Vendor under this Section and Sections 5 and 7 hereof shall survive the cancellation, termination, and completion of this order.

20. SETOFF. All claims for money due or to become due from Buyer to Vendor shall be subject to deduction or setoff by Buyer by reason of any counterclaim arising out of this or any other transaction with Vendor.
Orvis Responsible Production Standard

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. At this time, we find the 12 principles of the Worldwide Responsible Accredited Production not-for-profit group (listed below) to be our basic standard. This outlines 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 insure that the minimum standards are achieved, if not exceeded.

**W.R.A.P. (WORLDWIDE RESPONSIBLE ACCREDITED PRODUCTION) 12 PRINCIPLES**

1. **COMPLIANCE WITH LAWS AND WORKPLACE REGULATIONS.** Facilities will comply with laws and regulations in all locations where they conduct business.

2. **PROHIBITION OF FORCED LABOR.** Facilities will not use involuntary, forced, or trafficked labor.

3. **PROHIBITION OF CHILD LABOR.** Facilities will not hire any employee under the age of 14 or under the minimum age established by law for employment, whichever is greater, or any employee whose employment would interfere with compulsory schooling.

4. **PROHIBITION OF HARASSMENT OR ABUSE.** Facilities will provide a work environment free of supervisory or co-worker harassment or abuse, and free of corporal punishment in any form.

5. **COMPENSATION AND BENEFITS.** Facilities will pay at least the minimum total compensation required by local law, including all mandated wages, allowances and benefits.

6. **HOURS OF WORK.** Hours worked each day, and days worked each week, shall not exceed the limitations of the country’s law. Facilities will provide at least one day off in every seven-day period, except as required to meet urgent business needs.

7. **PROHIBITION OF DISCRIMINATION.** Facilities will employ, pay, promote, and terminate workers on the basis of their ability to do the job, rather than on the basis of personal characteristics or beliefs.

8. **HEALTH AND SAFETY.** Facilities will provide a safe and healthy work environment. Where residential housing is provided for workers, facilities will provide safe and healthy housing.

9. **FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING.** Facilities will recognize and respect the right of employees to exercise their lawful rights of free association and collective bargaining.

10. **ENVIRONMENT.** Facilities will comply with environmental rules, regulations, and standards applicable to their operations, and will observe environmentally conscious practices in all locations where they operate.

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 products.

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

The Orvis Company feels very strongly that these standards are essential to our DNA and core ideals. We will be working with our vendors and the W.R.A.P. not-for-profit to certify Orvis product-producing facilities.
January 1, 2014

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.

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

Sincerely,

Ron Smith
Director of Sourcing
smithr@orvis.com
CONSUMER PRODUCT SAFETY REQUIREMENT

General Instructions for completing the Certificate of Conformity

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 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
**EXPORT SCHEDULE B REQUIREMENT**

In support of our increased worldwide sales, we are asking you to provide the Export Schedule B Number for your products. The Export Schedule B Number is similar to the U.S. Harmonized Tariff Code and required for U.S. export compliance. Please provide the Schedule B Number at the same time you submit Product Quotations to our Merchants & Sourcing Team.

**EXPORT SCHEDULE B NUMBER:** A regulated U.S. Government 10-digit number that describes a product exporting out of the U.S.A. in a numeric format (xxxx.xx.xxxx).

If you are not familiar with the Export Schedule B Numbers for your products, you can refer to your Freight Forwarder/Broker for guidance and the U.S. Customs website: http://www.census.gov/foreign-trade/schedules/b/2010

**RESTRICTED SUBSTANCES DISCLOSURE REQUIREMENT**

**EUROPEAN UNION**

**REGULATION, EVALUATION, AUTHORIZATION, AND RESTRICTION OF CHEMICALS: REACH.**

Orvis does business in the European Union and must comply with all EU laws and regulations. The European Commission has established restrictions and limits regarding the use of chemicals in products that are sold and distributed. These laws are commonly referred to as REACH. There is a list of Restricted Chemicals that are banned and cannot be used in the production of goods sold in the EU. Also there is a SVHC list or Substances of Very High Concern. The SVHC is a list of chemicals with a limitation on the amount of the substance allowed in the finished product.

Orvis requires that all our vendors disclose the use of banned substances and chemicals on the SVHC list. This list must be provided by the supplier so Orvis can take the proper steps to comply with EU laws and regulations.

Orvis will not distribute banned substances in the EU. It is our suppliers’ responsibility to disclose the presence of any of these chemicals.

*More information can be found at* [http://ec.europa.eu/environment/chemicals/reach/reach_intro.htm](http://ec.europa.eu/environment/chemicals/reach/reach_intro.htm)

**RESTRICTED SUBSTANCES DISCLOSURE REQUIREMENT**

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

Orvis does business in the State of California and must comply with all California state laws and regulations. Under the California Safe Drinking Water and Toxic Enforcement Act, California has established a list of chemicals that are known to cause cancer, birth defects, or other reproductive harm. State law requires that businesses must disclose and notify Californians if significant amounts of these chemicals exist in products being sold in California. Many of these chemicals are commonly found in textiles, textile coatings, apparel, leather goods, footwear, and accessories. Products containing these chemicals can be sold in California, but are required to have a warning label when sold in California.

Orvis requires that all vendors disclose any presence of these chemicals in products being sold to Orvis. This list must be provided by the supplier so Orvis can take the proper steps to market the products in accordance with California law.

*More information can be found at* [http://oehha.ca.gov/prop65/prop65_list/Newlist.html](http://oehha.ca.gov/prop65/prop65_list/Newlist.html)
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 supercedes 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 Susan Smith in our Vendor Compliance Department at 540-494-6225.

I have read the information contained in this manual and I understand that failure to comply with these terms will result in chargebacks against future merchandise received and could result in other liabilities to The Orvis Company, Inc.

ALL FIELDS ARE REQUIRED FIELDS

Vendor Name: ________________________________ Date: ______________

Primary Contact (Print): ____________________________________________

Primary Shipping Address: ___________________________________________

________________________________________________________________________

State/Province: _______________________________________________________

Country: ______________________________ Zip/Postal: _________________

Telephone: __________________ Fax: _________________________________

Email (required): ____________________________________________________

Signature: __________________________________________________________

CONTACT FOR EXPEDITING/DELIVERY INFORMATION:

Name (print): _______________________________________________________

Telephone: __________________ Fax: _________________________________

Email: ____________________________________________________________

PLEASE NOTE:
UPDATES TO THE MANUAL ARE ADDED PERIODICALLY.
PLEASE REVIEW QUARTERLY.
Application

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

Orvis-Gokey Mfg.      The Orvis Company, Inc.      The Orvis Company, Inc.      The Orvis Company, Inc.
300 Moniteau          1709 Blue Hills Dr.      178 Conservation Way      Clearwater House, Unit 28
Tipton, MO 65081       Roanoke, VA 24012       Sunderland, VT 05250-4465       North Way, Andover,

READ & SIGN Please read this information carefully and sign the acknowledgment on the preceding page. Fax the acknowledgment to Susan Smith, 540-342-9203, 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 Susan Smith 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? 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.

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 or ripleyw@orvis.com. Telephone: 802-362-3622 with additional questions.
8. What is Quality Fast Track? What enables Vendors to become eligible for Fast Track?

Fast Track is a term Orvis uses to describe a purchase order, inspected at the vendor/factory level using Orvis’ quality standards, that in turn bypasses normal statistical quality auditing in Roanoke.

- Purchase Orders that bypass normal QAD inspection are processed and stocked faster, helping us achieve fill rate and dock-to-stock goals.
- Successful Quality Fast Track and Vendor Compliance POs get to our customers faster.
- Quality Fast Track + Vendor Compliance = Total Fast Track
- Vendor Compliance will help achieve dock-to-stock goals.

If Quality Fast Track is successful passing receivers the same day as received but there is a Vendor Compliance violation, that shipment stops. Vendor Compliance violations can include inaccurate packing slips, wrong or no barcodes, and/or packaging problems.

Our goal is to have our Quality Fast Track vendors comply 100% with our Vendor Compliance standards, enabling shipments to go from dock to stock in Roanoke without any problems. That is Total Fast Track.

Vendors who wish to become eligible for Fast Track status must first display consistent adherence to vendor compliance guidelines, product quality standards, and fulfillment expectations.
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 Material Safety Data Sheet (MSDS) 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 Material Safety Data Sheet?

All manufacturers and importers are required by DOT and OSHA to obtain or develop a Material 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 MSDS Completed?

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

<table>
<thead>
<tr>
<th>US Dept. of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Research and Special Programs Administration</td>
</tr>
<tr>
<td>Office of Hazardous Materials</td>
</tr>
<tr>
<td>Initiatives and Training DHM-50</td>
</tr>
<tr>
<td>Washington, DC 20590-0001</td>
</tr>
<tr>
<td><a href="mailto:Training@rspa.dot.gov">Training@rspa.dot.gov</a></td>
</tr>
<tr>
<td>Fax: 202-366-7342</td>
</tr>
<tr>
<td>Phone: 800-467-4922</td>
</tr>
<tr>
<td><a href="http://hazmat.dot.gov">http://hazmat.dot.gov</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>USDOT Transportation Safety Institute</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hazardous Materials and Transportation Safety Division, DTI-30</td>
</tr>
<tr>
<td>4400 Will Rogers Parkway, Suite 218</td>
</tr>
<tr>
<td>Oklahoma City, OK 73108</td>
</tr>
<tr>
<td><a href="mailto:HAZMAT@TSI.jcabi.gov">HAZMAT@TSI.jcabi.gov</a></td>
</tr>
<tr>
<td>Fax: 405-946-4345</td>
</tr>
<tr>
<td>Phone: 405-949-0036 Ext 374</td>
</tr>
<tr>
<td>tsi.dot.gov/divisions/hazmat/hazmat.htm</td>
</tr>
</tbody>
</table>

How Do I Provide the MSDS to Orvis?

After thoroughly filling out all parts of the MSDS that apply, fax it to 540-345-9203 “Attention Vendor Compliance Department” or email to Susan Smith at smiths@Orvis.com. A copy of the completed MSDS should be included with each Shipment Documentation.
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 Susan Smith 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. We customarily request duplicate samples of children’s toys.

**PACKAGING APPROVAL SAMPLES** are shipped to our Distribution Center in Roanoke, Virginia to The Orvis Company, Attention: Susan Smith, Packaging Specialist, 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 Susan Smith 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.
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, Susan Smith. For specific packaging issues, please contact her in Roanoke, Virginia:

Susan Smith, 540-494-6225, Monday–Friday (8am to 3pm EST),
or you may email her at smiths@Orvis.com.

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. We request that loose styrofoam peanuts are used as a last resort. 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.

**PALLETTIZING** 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, 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.

**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 Susan Smith. Individually boxed product should be packed in plain or ORVIS packaging; exceptions for branded product packaging must be approved by Susan Smith, Packaging Specialist.
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)
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 Packaging Specialist Susan Smith 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 Susan Smith, Packaging Specialist, 540-494-6225.
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: \( 20 + 5 + 10 = 35 \) United Inches
**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.

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<table>
<thead>
<tr>
<th>United Inches</th>
<th>Weight Max in Pounds</th>
<th>Box Burst Minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-20</td>
<td>1-20</td>
<td>200</td>
</tr>
<tr>
<td>1-20</td>
<td>21+</td>
<td>275</td>
</tr>
<tr>
<td>21-40</td>
<td>1-10</td>
<td>150</td>
</tr>
<tr>
<td>21-40</td>
<td>11-20</td>
<td>200</td>
</tr>
<tr>
<td>21-40</td>
<td>21-40+</td>
<td>275</td>
</tr>
<tr>
<td>41-60</td>
<td>1-20</td>
<td>200</td>
</tr>
<tr>
<td>41-60</td>
<td>21-40+</td>
<td>275</td>
</tr>
</tbody>
</table>
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.

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:**

<table>
<thead>
<tr>
<th>Total Length and Width of the Bag (L + W)</th>
<th>Type size of Warning</th>
</tr>
</thead>
<tbody>
<tr>
<td>60+ inches</td>
<td>24 point</td>
</tr>
<tr>
<td>40-59 inches</td>
<td>18 point</td>
</tr>
<tr>
<td>30-39 inches</td>
<td>14 point</td>
</tr>
<tr>
<td>25-29 inches</td>
<td>10 point</td>
</tr>
</tbody>
</table>

**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. 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.

3. 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.

**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 carton.

2. The same SKU cannot be scattered among “MIXED” master cartons.

3. Inner cartons 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:

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. Purchase order number must appear in subject line 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 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.
## Case/Carton Label Format

**SAMPLE OF ACCEPTABLE UCC-128 CASE LABEL.** Laser size: 3½" x 5", thermal size: 4" x 6".

<table>
<thead>
<tr>
<th>Zone 1</th>
<th>FROM:</th>
<th>TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Test Vendor</td>
<td>Orvis Company, Inc.</td>
</tr>
<tr>
<td></td>
<td>111 Test</td>
<td>1709 Blue Hills Drive</td>
</tr>
<tr>
<td></td>
<td>Test, VT 11111</td>
<td>Roanoke, VA 24012</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Zone 2</th>
<th>Zone 2: Ship To (Distribution center name &amp; address)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Orvis Company, Inc.</td>
</tr>
<tr>
<td></td>
<td>1709 Blue Hills Drive</td>
</tr>
<tr>
<td></td>
<td>Roanoke, VA 24012</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Zone 3</th>
<th>Ship to Postal Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(420) 24012</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Zone 3</th>
<th>Carrier Info:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BOL:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Zone 4</th>
<th>Zone 4: Carrier Name &amp; Bill of Lading Number (If not available, leave blank)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Zone 5</th>
<th>Zone 5: Orvis Purchase Order Number Orvis Item Number Vendor Item Number Vendor Description Item Quantity Carton Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Zone 5</th>
<th>Vendor Desc: SAMPLE ITEM DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Quantity: 25</td>
</tr>
<tr>
<td></td>
<td>Carton 1 of 2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Zone 6</th>
<th>SSCC #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(00) 0 0 12345 0000000021 2</td>
</tr>
</tbody>
</table>

### Please Note: The SSCC# and barcode are 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 Material Safety Data Sheet (MSDS) for each product that falls within the DOT and OSHA guidelines. Without this sheet, we cannot ship products containing hazardous materials.

WHAT IS A MATERIAL SAFETY DATA SHEET?
All manufacturers and importers are required by DOT and OSHA to obtain or develop a Material 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 MSDS COMPLETED?
If you need assistance developing an MSDS, help is available through the sources listed below.

HOW DO I PROVIDE THE MSDS TO ORVIS?
After thoroughly filling out all parts of the MSDS that apply, fax it to 540-345-9203 “Attention Vendor Compliance Department” or email to Susan Smith at smiths@Orvis.com. A copy of the completed MSDS must be included with each shipment. If you need assistance developing your MSDS, here are some helpful links:

<table>
<thead>
<tr>
<th>USDOT Transportation Safety Institute</th>
<th>U.S. Dept. of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hazardous Materials and Transportation Safety</td>
<td>Research and Special Programs Administration</td>
</tr>
<tr>
<td>Division, DTI-30</td>
<td>Office of Hazardous Materials</td>
</tr>
<tr>
<td>4400 Will Rogers Parkway Suite 218</td>
<td>Initiatives and Training DHM-50</td>
</tr>
<tr>
<td>Oklahoma City, OK 73108</td>
<td>Washington, DC 20590-0001</td>
</tr>
<tr>
<td><a href="mailto:HAZMAT@TSI.jccbi.gov">HAZMAT@TSI.jccbi.gov</a></td>
<td><a href="mailto:Training@rspa.dot.gov">Training@rspa.dot.gov</a></td>
</tr>
<tr>
<td>Fax: 405-946-4345</td>
<td>Fax: 202-366-7342</td>
</tr>
<tr>
<td>Phone: 405-949-0036, Ext. 374</td>
<td>Phone: 800-467-4922</td>
</tr>
</tbody>
</table>

Barcodes, Country of Origin & Placement

Barcodes, Retail Tags & Placement

Vendors are encouraged to supply their own barcodes; samples can be sent to Susan Smith 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.

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

**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

**EXAMPLE C:** Garment-bagged items—on the bag. On non-breakable “soft” products in protective garment bags that require a hangar, 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
common code label placements.

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

**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  
2. UL/ETL/CSA Label  
3. Suffocation Warning Label  
4. LHAMA Label  
5. Small Parts Warning Labels

### 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, eisenauerm@orvis.com for approval.

<table>
<thead>
<tr>
<th>Scott Morris</th>
<th>Additional Label and Hang Tag Vendor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>SML Bell</td>
<td>Christie Betts</td>
</tr>
<tr>
<td>Customer Service Representative</td>
<td>Avery Dennison</td>
</tr>
<tr>
<td>777 Main Street</td>
<td>Account Specialist</td>
</tr>
<tr>
<td>Lewiston, ME 04240</td>
<td>2025 16th Street</td>
</tr>
<tr>
<td>United States of America</td>
<td>Greensboro, NC 27405</td>
</tr>
<tr>
<td>direct line: 207 784 2961</td>
<td>United States of America</td>
</tr>
<tr>
<td>x203 Work</td>
<td>Phone: 336-553-2403</td>
</tr>
<tr>
<td>Email: <a href="mailto:ScottMorris@sml.com">ScottMorris@sml.com</a></td>
<td><a href="mailto:Christie.Betts@averydennison.com">Christie.Betts@averydennison.com</a></td>
</tr>
</tbody>
</table>

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 softgoods section.

It is Orvis’ expectation that the vendor conforms to any and all U.S. & Canadian 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.
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 a MSDS 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 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 Federal Express Ground Bill Recipient
Please contact Logistics@Orvis.com for third party account numbers and additional shipping instructions.

When shipping Federal Express, enter the Orvis Purchase Order Number(S) in the Federal Express 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 Call:
Lawrence Logistics at 540-966-4544 for Brian Blankenship
or 540-966-4545 for Garrett McSwain.

For routings via email please send to:
bleakenship@LawrenceTransportation.com
& GMeSwain@LawrenceTransportation.com

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.

<table>
<thead>
<tr>
<th>Vendor Non-Compliance</th>
<th>Chargeback Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single purchase order not referenced</td>
<td>$50 research fee + $50 admin fee</td>
</tr>
<tr>
<td>Multiple purchase orders not referenced</td>
<td>$100 research fee + $50 admin fee</td>
</tr>
<tr>
<td>Vendor info/purchase order not referenced</td>
<td>Vendor will be charged all shipping expenses</td>
</tr>
</tbody>
</table>

*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 540-966-4544 or Susan Smith at 540-494-6225.
International Shipping Instructions

Please find below The Orvis International Routing Instructions for shipments to Orvis in the United States and United Kingdom facilities. **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 ripleyw@orvis.com. Noncompliance is subject to chargeback.

<table>
<thead>
<tr>
<th>SHIPMENTS TO THE UNITED STATES</th>
<th>SHIPMENTS TO THE UNITED KINGDOM</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CONSIGNEE:</strong> The Orvis Co. Inc. 1709 Blue Hills Drive Roanoke, VA 24012 USA Tel: 540-494-4218</td>
<td><strong>CONSIGNEE:</strong> The Orvis Company, Inc. 4182 Main Street Manchester, VT 05254 USA Tel: 802-366-8235 Ext. 6763</td>
</tr>
<tr>
<td><strong>CONSIGNEE:</strong> Orvis Gokey Mfg. 300 Montineau Street Tipton, MO 65081 USA Tel: 660-433-5401</td>
<td><strong>CONSIGNEE:</strong> The Orvis Co., Inc. Clearwater House Unit 28 North Way Andover Hampshire SP10 5RW UK UK Tel: 1264 349500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BROKER/NOTIFY PARTY &amp; DESTINATION FOR ALL IMPORT FREIGHT DOCUMENTS:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>DESTINATION PORT =</th>
<th>DESTINATION AIRPORT =</th>
<th>DESTINATION PORT =</th>
<th>DESTINATION AIRPORT =</th>
</tr>
</thead>
<tbody>
<tr>
<td>Norfolk, VA</td>
<td>New York, NY</td>
<td>Southampton, UK</td>
<td>London, UK</td>
</tr>
</tbody>
</table>

• 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
- Shippers Declaration confirming all packaging in compliance with IPPC Regulations (ISPM No.15).

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.

The Global Trade Department must authorize all other International Shipping Methods and Modes.
<table>
<thead>
<tr>
<th>Ln. #</th>
<th>Orvis Style No.</th>
<th>Vendor Style No.</th>
<th>Item Description</th>
<th>Exp. Date</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>45YG0252</td>
<td>SW4310</td>
<td>Color: BROWN Size: M HAND PRINTED KALAMKARI SHIRT SS</td>
<td>12O1/2013</td>
<td>60</td>
<td>$11.60</td>
<td>$696.00</td>
</tr>
<tr>
<td>2</td>
<td>45YG0253</td>
<td>SW4310</td>
<td>Color: BROWN Size: L HAND PRINTED KALAMKARI SHIRT SS</td>
<td>12O1/2013</td>
<td>115</td>
<td>$11.60</td>
<td>$1,344.70</td>
</tr>
<tr>
<td>3</td>
<td>45YG0254</td>
<td>SW4310</td>
<td>Color: BROWN Size: XL HAND PRINTED KALAMKARI SHIRT SS</td>
<td>12O1/2013</td>
<td>131</td>
<td>$11.60</td>
<td>$1,550.90</td>
</tr>
<tr>
<td>4</td>
<td>45YG0255</td>
<td>SW4310</td>
<td>Color: BROWN Size: XXL HAND PRINTED KALAMKARI SHIRT SS</td>
<td>12O1/2013</td>
<td>61</td>
<td>$11.60</td>
<td>$722.20</td>
</tr>
</tbody>
</table>

Total Quantity: 365  
Total Cost: $4,343.50

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 have 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.

**ORVIS LOGO**

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 the Orvis Creative Services or at our website, orvis.com/branding.

**LOGO SPACE**

To maintain its emphasis and presence, the logo must be surrounded by white (empty) space. In all instances, 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 below.
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 Field Green (Pantone 575U). The drop shadow and tagline are set using Orvis Gray (Pantone Warm Gray 6U). Orvis Field Green is the preferred color when only one-color printing is available. The logo may be printed in black, using the black version of the logo, which includes the shadow and tagline set at 40% screen of black.
Corporate Colors

There are four colors that make up the Orvis corporate color palette. Orvis Field Green and Orvis Gray have been specified from Pantone PMS uncoated color chips. Orvis Stone and Khaki are custom color chips and will be provided by the Orvis Creative Services. These chips are based on the closest possible ink match to Dur-O-Tone Newsprint White and Newsprint Aged, respectively, by French Paper Co.

<table>
<thead>
<tr>
<th>On Dur-O-Tone Newsprint white:</th>
<th>On White Stock:</th>
<th>On Kraft:</th>
</tr>
</thead>
<tbody>
<tr>
<td>One-Color Printing</td>
<td>Orvis Field Green</td>
<td>Orvis Field Green</td>
</tr>
<tr>
<td>Two-Color Printing</td>
<td>Orvis Field Green</td>
<td>Orvis Field Green</td>
</tr>
<tr>
<td>Orvis Gray</td>
<td>Orvis Gray</td>
<td>Orvis Gray</td>
</tr>
<tr>
<td>Three-Color Printing</td>
<td>Orvis Field Green</td>
<td>Orvis Field Green</td>
</tr>
<tr>
<td>Orvis Gray</td>
<td>Orvis Gray</td>
<td>Orvis Khaki**</td>
</tr>
<tr>
<td>Orvis Khaki**</td>
<td>Orvis Stone</td>
<td>Orvis Khaki</td>
</tr>
</tbody>
</table>

*When printing three colors on white stock, Orvis Khaki should be printed at 55% screen to match Orvis Stone, thus creating a 4-color effect.

**There is a special custom formulation to render Orvis Khaki on the Newsprint White Substrate.
Large Size Usage

When using the Orvis logo in applications that are 1.5 inches and larger, the logo must be set with the drop shadow and “Sporting Traditions Since 1856” tagline. These large use logos are available from the Orvis Advertising Department, or at our website, orvis.com/branding.

* In one-color printing, Orvis Field Green is always preferred. In cases where only black ink is available, such as newspaper advertisements, the one-color black version of the logo may be used. Never reverse the logo out of black.

Small Size Usage

When using the Orvis logo in applications that are between 1 and 1.5-inch widths, a smaller version of the logo must be used. The smaller logo is set without the drop shadow or “Sporting Traditions Since 1856” tagline. The minimum use of the smaller logo is one inch in width. The small Orvis logo is a separate piece of art from the large use version and is available from the Orvis Advertising Department or at our website, orvis.com/branding.

* In one-color printing, Orvis Field Green is always preferred. In cases where only black ink is available, such as newspaper advertisements, the one-color black version of the logo may be used. Never reverse the logo out of black.
Reversed Logos

The only color in which to reverse out the Orvis logo is Orvis Field Green. In this case, the lettering and the drop shadow must be reversed to white. Do not reverse the logo out of a photograph. In an instance where Orvis Field Green is not available, such as a black-and-white advertisement, a white band must be designed in which to place the logo with 1X space (with "X" being the height of the "V" in Orvis) above and below the logo and the white band running the width of the page.
VENDOR COMPLIANCE MANUAL

Financials

Section 8

REFERENCES AND BALANCE SHEET
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 balance sheets as of September 26, 2014 and September 27, 2013, and the related consolidated statements of income, comprehensive income, 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
Fixed Assets     $52,801,459
Other Assets     $3,706,099
Total Assets     $153,563,440

Current Liabilities $90,730,298
Long Term Liabilities $14,330,846
Equity               $48,502,296
Total Liabilities and Equities $153,563,440

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

<table>
<thead>
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<th>Product/Service</th>
<th>Company Name</th>
<th>Address</th>
<th>Contact Person</th>
</tr>
</thead>
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<tr>
<td>Catalog Printing</td>
<td>RR Donnelly, Inc.</td>
<td>77 Wilson Pond Lane, Rowley, MA</td>
<td>John Rossiter</td>
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<tr>
<td>Clothing Items</td>
<td>Kazu Apparel Group</td>
<td>134 West 37th Street, New York, NY</td>
<td>Martin Richter, Vice President</td>
</tr>
<tr>
<td>Clothing Items</td>
<td>Foxcroft Sportswear</td>
<td>1411 Broadway, New York, NY</td>
<td>Walter Bearden</td>
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<tr>
<td>Fishing/Outdoor</td>
<td>Wapsi Fly Co.</td>
<td>27 CR 458, Mountain Home, AR</td>
<td>TL Lauerman</td>
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<tr>
<td>Gift/Home</td>
<td>Commonwealth Home Fashion</td>
<td>1100 Port Royal East, Montreal, H2C2B4, CANADA</td>
<td>Barry Goodman</td>
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## OTHER DATA

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<tr>
<th>Bank of America</th>
<th>Tel: 617-434-4647</th>
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<tr>
<td>Credit Inquiries</td>
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<tr>
<td>Account Officer</td>
<td>Michael Palmer</td>
</tr>
<tr>
<td>100 Federal Street</td>
<td>MA 5100-0707</td>
</tr>
<tr>
<td>Boston, MA 02110</td>
<td></td>
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<tr>
<td>D-U-N-S Number</td>
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<tr>
<td>The Orvis Company Inc.</td>
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