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International Trade**Please note this section applies to all Foot Locker Private Label First Cost Vendors Only**

On the following pages you will find Foot Locker's updated standards and requirements for deliveries where Foot Locker is the importer of record.

We encourage you to read all instructions thoroughly and follow them. If for any reason you cannot comply, please contact the Vendor Relations Department immediately to avoid penalties.

Please call or email the Vendor Relations Department or Foot Locker Sourcing Office if you have any questions regarding the contents of this section.

Foot Locker's Statement of Standards

Foot Locker is committed in operating with utmost regard to all business ethics and regulations. Any companies Foot Locker chooses to do business with should represent any and all of these practices. Failure to do so will result in penalties and fines outlined in Section 9. For a full detail of the following guidelines, please refer to the remaining chapters of this manual:

Protection of labels, Design and Trademarks

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

To ensure adequate protection, Foot Locker requires that you:

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

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

General Information

- **All purchase orders must indicate "F" for FOREIGN orders;** the appropriate type to be considered for importation into Europe.
- Each **purchase order** number has several components as noted below:
Example: **XX-XXXXXX-XX**
 - The first two (2) digits refer to the "open to buy" month
 - The next seven (7) digits refer to the actual order #
 - The next two (2) digits designate the division
 - All documents and booking requests must reflect the full purchase order number

- Each **SKU number** has several components as noted below:
Example: **XX-XXXXX-X-XX**
- The first two (2) digits designate the department number
 - The next five (5) digits refer to the Stock Keeping Unit (SKU) number
 - The next digit is a system generated check digit
 - The next two (2) digits designate a Width/Color code
- All documents and booking requests must reflect the full SKU number

- **Agent” field in the purchase order** is only for agents that source product on behalf of Foot Locker based on instructions and specifications given by the buyer.
 - It is not a field used to indicate vendors or factories.
 - If the agent is a Buying agent, the payment is made separately from payment to the vendor for the merchandise under the terms of a separate agreement, and is not part of the dutiable value.
 - If the agent is a Selling agent, the payment is part of the dutiable value and should not be made separately from merchandise payment.

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

- **Marking**
 - The instructions noted in **Section 6 – Carton Packing, Packaging, Labeling** must be followed accordingly.
 - The country of origin marking is required on all outer cartons.
 - Failure to properly mark cartons will result in chargebacks for all charges incurred by Foot Locker as per chargeback matrix included in this manual.

- **Labeling**
The instructions noted in **Section 3 – Merchandise Labeling Requirements**, for Merchandise Labeling must be followed accordingly.

Poly Bags suffocation warnings:

Warnung: Dieser Beutel ist kein Spielzeug. Halten Sie diesen Beutel fern von Babys und Kleinkindern. Nicht in Kinderkrippen, Kinderbetten oder Kinderwagen sowie in Kindernähe benutzen. Die dünne Folie könnte sich im Mund und an der Nase festsaugen und das Atmen behindern.

Warning: This bag is not a toy. Keep it out of reach of babies and small children. Do not use the bag in cribs, children's beds, prams, pushchairs or anywhere in the vicinity of children. The thin film could adhere to the mouth or nose of a child and cause breathing difficulties or suffocation.

Attention: Ce sachet n'est pas un jouet. Éloignez ce sachet de la portée des bébés et des petits enfants. Ne pas utiliser dans les crèches, les lits d'enfants ou les voitures d'enfants ainsi qu'à proximité des enfants. La feuille plastique très fine pourrait se plaquer dans la bouche et sur le nez par succion et empêcher l'enfant de respirer.

Opgelet: Dit zakje is geen speelgoed. Houd dit zakje verwijderd uit de omgeving van baby's en kleine kinderen. Niet in kinderveggen, kinderbedden of kinderwagens alsook in de omgeving van kinderen gebruiken. De dunne folie zou zich in de mond en aan de neus kunnen vastzuigen en het ademen kunnen belemmeren.

Avvertenza: questo sacchetto non è un giocattolo. Tenerlo lontano dalla portata di bebè e bambini piccoli. Non utilizzare in culle, lettini o carrozzine e nelle vicinanze di bambini. La sottile pellicola potrebbe attaccarsi a bocca e naso impedendo la respirazione.
Advertencia: Esta bolsa no es ningún juguete. Mantenerla alejada de bebés y niños pequeños. No emplear en cunas, camas o cochecitos para niños, ni tampoco cerca de niños. La lámina fina podría adherirse a la boca y a la nariz, dificultando la respiración.

Warning:

This bag is not a toy. Keep it out of reach of babies and small children. Do not use the bag in cribs, children's beds, prams, pushchairs or anywhere in the vicinity of children. The thin film could adhere to the mouth or nose of a child and cause breathing difficulties or suffocation.

Documentation requirements

Documents are required to be presented no later than noted below

Origin	Documents Required
Bangladesh	Ten (10) Days after Date of Departure
Cambodia	Twelve (12) Days after Date of Departure
China	Five (5) Days after Date of Departure
Hong Kong	Five (5) Days after Vessel Sailed
Pakistan	Seven (7) Days after Date of Departure
Portugal	Two (1) Day after Date of Departure
Turkey	Two (2) Days after Date of Departure
Vietnam	Seven (7) Days after Date of Departure

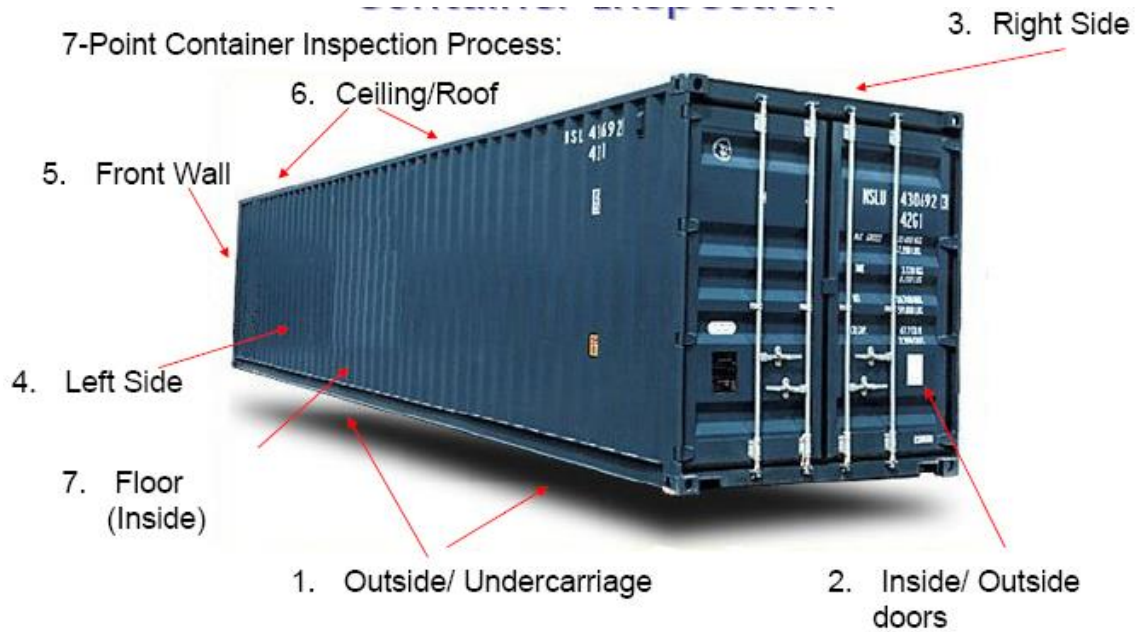
Container inspection CY/CFS or CY/CY shipments

It is recommended to verify the physical integrity of the container structure prior to stuffing, to include the reliability of the locking mechanisms of the doors.

We recommend to do the 7-point Container Inspection Process:

- Outside/Undercarriage (before entering facility)
- Inside/Outside doors
- Right side
- Left side
- Front Wall
- Ceiling/Roof
- Floor (Inside)



7-Point Container Inspection

E-SPS Commercial Invoice

The invoice and packing list must be printed from Foot Locker Sourcing's Portal, e-SPS – see specimen below. A full set of shipping documents must be attached in e-SPS once shipment is closed. Shipments must be closed as soon as the FCR is received from the forwarder.

COMMERCIAL INVOICE (FOB)
Shipment #

Vendor/Seller:	Manufacturer: MID #	Shipper/Exporter:	Importer of Record:
Forwarder/Consolidator:	1st Notify Party/Broker:	2nd Notify Party:	Shipping Mark/Final Destination:
Sold To:	Container Stuffing Location:	Country of Origin: FOB Point: Discharge Port: Export Registration #:	AWB or Bill of Lading: FCR #: L/C #: Form E #:
Invoice No: Invoice Date: Account #:	Payment Term: Currency: Salesperson:	Sailing On: Ship Mode: Shipped Per:	On Hand Date:MM/DD/YY Act Sail Date:MM/DD/YY Est. Arrival Date:MM/DD/YY

HTS #	Category	Purchase Order #	Style	Customs Description	SKU	Full Description	Stitch Per Count (Horizontal)	Stitch Per Count (Vertical)	Fabric Weight (GPM ²)	Pack Type	U. Price	Qty	Total Amount
Totals:													

Total Cartons:
Total CBM:
Gross Weight:
Net Weight:

Signature

Title

No Wood in Packing Materials

Company Stamp

E-SPS Packing List

PACKING LIST
SHIPMENT #

Vendor/Seller:	Manufacturer:	Shipper/Exporter:	Importer of Record:
	MID #		
Notes / Comments:	Final Destination:	Country of Origin:	Invoice No:
		FOB Point: Discharge Port:	Invoice Date: On Hand Date:MM/DD/YY Ship Mode:

Container																			
Carton Number	# of Cartons	Pack Per Case	Meas. (CBM)	Dimen. Length(CM)	Dimen. Width(CM)	Dimen. Height(CM)	Net Weight (KG)	Gross Weight (KG)	Purchase Order	Style	SKU #	Full Description	Size	Size Description	Caslot Ratio	Caslot ID	Qty Per Size	Qty	
Container Total																			
Grand Total																			

SUMMARY BY PO/SKU

PO Number	SKU	# of Cartons	Meas. (CBM)	Net Weight (KGS)	Gross Weight (KGS)	QTY
	subtotal:					
	subtotal:					
	subtotal:					
	subtotal:					
	subtotal:					
# of PO: 8	Grand Total					

Shipment has been closed

General Requirements

- All terms are **FOB Port of Loading or FOB Consolidator's warehouse**. Terms other than FOB must have written authorization from the SCM Department.
- If shipment is not tendered to the FOB Port of Export on or before Ship End Date as reflected on the purchase order, Foot Locker will have the right to require the vendor to:
 - air freight the goods with the vendor paying the air/sea difference and/or;
 - negotiate a discount for the late shipment.
- Vendor must use Foot Locker Europe approved carriers.

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

- **Title and risk of loss transfers** to Foot Locker when the cargo and documents are surrendered to the designated consolidator/forwarder.
- **All shipments** must be booked through the designated forwarder/consolidator. Please contact the Foot Locker Sourcing Office for specific instructions. The SCM Department must approve any exceptions to routing. Shipment by an unauthorized consolidator, forwarder, or carrier will result in a chargeback, per the chargeback matrix included in this manual.

Bookings**Ocean booking:**

Must be made in advance 7 days prior the Ship Start Date through the designated consolidator's office according to local practice and procedures.

- The consolidator/forwarder will request approval from SCM department by forwarding the booking form and sailing schedule. SCM department will reject any booking that pertains to a cancelled order or in cases where the delivery to them will not be made within the order's shipping window.
- Bookings must be revised if the volume/quantity of the original booking changes. Failure to revise a booking to the consolidator/forwarder will result in a chargeback, per the chargeback matrix included in this manual.

Air booking:

Must be made 7 days prior the Ship Start Date through the designated air forwarder according to local practice and procedures.

- The air forwarder will request approval from SCM department by forwarding the air booking form and SCM department will reject any booking that pertains to a canceled order or in cases where the delivery to them will not be made within the order's shipping window.
- Bookings must be revised if the volume/quantity of the original booking changes. Failure to revise a booking to the consolidator/forwarder will result in a chargeback, per the chargeback matrix included in this manual.
- **Vendor is responsible for all origin charges** including, but not limited to CFS, handling, and terminal charges.
- **All requests for changes to routing** or terms for carriage must be made at least 10 days prior to the start ship date to the SCM department via the designated Forwarder and cc Foot Locker Sourcing Office for written approval.
- **Cut-off times** for consolidation will be enforced. Check with the specified consolidator's office in advance if a "late gate" is needed.
- **Factory loads** will only be allowed on a case by case basis and must be approved by the designated consolidator/forwarder subject to the following minimums:

CONTAINER SIZE	MINIMUM	MAXIMUM
20'	28 CBM	30 CBM
40'	55 CBM	60 CBM
40HC	65 CBM	68 CBM

- **Containers loaded** with less than these minimums without prior approval from the SCM Dept. will result in a chargeback for the difference based on the prevailing CFS cost/cbm from the country from which the shipment was exported.
- **A container load** plan must be submitted to the consolidator listing the location of all purchases orders within the container along with other required documents.
- **Purchase orders and Invoices** should not be split between containers
- **Documents** must be submitted to the consolidator as per the guidelines on page 12 of this section

Additional Evaluation/Inspection Costs**Factory Audit Costs:**

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

Inspection Costs:

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

Invoicing

The following information must be included on each paper invoice to ensure that your invoices are paid on a timely basis:

- Vendor's name, remittance address and Bank details
- If invoice is factored: Factor's name, remittance address and bank details
- Invoice to be made out to Foot Locker Europe B.V.
- Purchase order number
- Invoice date, this date must not be earlier than the shipment date
- Total cartons shipped and FCR number
- The payment terms
- SKU number with the following itemized for each SKU
 - Description
 - Unit of measure, invoice unit of measure must be the same as the purchase order unit of measure
 - Quantity shipped
 - Color and size
 - Unit cost for the stated unit of measure in agreed currency
 - Extended item cost in agreed currency
- Total merchandise costs, excluding other charges and credits
- On multi page invoices indicate total cost on last page
- Send only one original invoice
- Hand written changes, duplicate/carbon copies are not acceptable
- All form feed perforations must be removed and invoices grouped by purchase order

All original invoices and credit memos are to be mailed to:

Foot Locker, Inc.
Global Sourcing
330 West 34th Street
New York, NY 10001

The invoices should never be sent with merchandise or to alternate addresses. Any changes pertaining to Remit address, start, change or discontinuance of a Factor arrangement, or changes in the Vendor's name must be sent in writing to the above address.

Any questions or concerns about account status should also be sent in writing to the same address.

Any instance requiring our Accounts Payable Department to deviate from the normal flow of handling to research and correct your billing to complete payment, payment terms will be extended to include the period of time to resolve the discrepancy.

Documentation flow:

Documents Distribution for Customs Clearance

Ocean Shipment

For countries where an original Bill of lading must to be issued and a Seawaybill is not accepted the original set of shipping documents and one set of photocopy documents should be sent at vendor expense via courier UPS, Fedex or DHL to the below address within time lines described on page 4, documentation requirements

For countries where no original Bill of Lading is required a clear photocopy of the shipping documents can be emailed to Carima Sebaa or Marc Buitendijk

FLE Logistics BV

De Grens 27

6598 DK Heijen

The Netherlands

Attention: Marc Buitendijk or Pascal Martens

Phone: 31-485-550723 (Direct Line)

Email: pmartens@footlocker.com or mbuitendijk@footlocker.com, or fle.inbound@footlocker.com

Air Shipment

One set of original shipping document should be handed over to the air forwarder or agent which has been nominated by FLE Logistics. This will be communicated through the HK Sourcing office.

One set of original shipping document should be accompanied with the cargoes when delivering to the Forwarder's warehouse facility.

One set of shipping document including Airway Bill should be emailed sent to ESC Warehouse, attention:

Marc Buitendijk. Email: mbuitendijk@footlocker.com

Pascal Martens Email: pmartens@footlocker.com

Payment Terms and Procedure

- Payment terms = Net 30 days
 - Condition:
 - Receipt of invoices and original IC by FLE Accounts Payable Department.
 - No payment will be made without the invoice and IC received by the FLE Accounts Payable Department.
 - In this case payment will only take place after receipt of the shipment in the ESC in Heijen – Netherlands

Payment through Foot Locker Sourcing Office:

- 1) Vendor needs to send one photocopy set shipping document including the original FCR or Bill Of Lading/ House Airway Bill to Foot Locker Sourcing Hong Kong Office by courier within *14 calendar* days after presented the original documents to Forwarder.
- 2) Vendor needs to update the shipping information including the “ACTUAL CARGO ON HAND DATE” in the Shipment Register of the eSPS system
- 3) Close the shipment in eSPS system and attach the shipping documents in the eSPS system within the timeline.
- 4) For ocean shipment – within 14 calendar days after vessel departure form origin
- 5) For air shipment – within 1-2 calendar days after flight departure from origin

Summary of required documents for Foot Locker Europe

Customs Clearance:

- Commercial Invoice (eSPS)
- Packing List (eSPS)
- Original Certificate of Origin (textiles)
- Original Export License (if applicable)

To qualify for reduction on duties:

- GSP Form A
- EUR-1 for Turkey Origin

Required for Foot Locker Europe

- Original Bill of Lading or copy FCR/seawaybill for ocean shipments
- Advance Shipment Notification (ASN, for full container loading shipment)
- House Air Waybill for air shipments
- Wearing Apparel Details Sheet
- Document Courier Airway Bill Copy
- Container load plan