

Please note this section applies to all Foot Locker Private Label First Cost Vendors only.

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## **INTERNATIONAL TRADE**

### **INTRODUCTION**

**Please note this section applies to all Foot Locker Private Label First Cost Vendors only.**

The following pages outline Foot Locker, Inc.'s international document and transportation requirements for orders being shipped to the U.S. This updated version replaces all earlier versions of this Vendor Standards Manual ("Manual"). The information is being provided to help you understand our requirements so that your shipments can be handled as expeditiously and cost effectively as possible. We appreciate your cooperation in complying with these requirements.

Please read all the instructions thoroughly. If for some reason you cannot comply, please contact the International Trade Department immediately to avoid penalties.

**The International Trade Department will work directly with vendors in all matters outlined in this Section with the following exceptions:**

- "Protection of Labels, Design and Trademarks"
- SKU formatting
- "Ticketing"
- "Marking"
- "Foot Locker Sourcing Asia" - "Invoicing"

**If you have any questions regarding the contents of this Manual, please call, fax, or email the International Trade Department.**

**FOOT LOCKER’S STATEMENT OF STANDARDS**

Foot Locker, Inc., together with its direct and indirect subsidiaries (“Foot Locker”), is committed to operating with upmost regard to all business ethics and regulations. Foot Locker’s philosophy is based on seven core values - Integrity, Leadership, Excellence, Community, Service, Team Work and Innovation. Foot Locker believes in doing business with suppliers and business partners who share these values.

For a full detail of the following guidelines please refer to Section 12 of this Manual:

- Foreign Corrupt Practices Act (FCPA)
- Global Sourcing Guidelines (where is this located?)
- Consumer Product Safety Improvement Act (CPSIA)

*“COC Sample 8-7-09.xls and CPSC Declaration of Understanding for Vendors.xls”  
“Certificate of Compliance.doc”*

**SPECIAL CONSIDERATION FOR U.S. SHIPMENTS****Country of Origin/Transshipment Policy for Textile Merchandise**

Foot Locker will not import textile merchandise into the United States (hereinafter “Merchandise”) where it believes that such Merchandise has been illegally transshipped and/or that the country of origin is not accurately and truthfully stated on the commercial documents and/or single/multiple country declaration provided by the manufacturer.

Before placing or accepting a purchase order for Merchandise to be imported into the United States (hereinafter a “PO”), or allowing a change in the location of processing for any previously accepted PO, Foot Locker requires the Seller/Vendor to provide the full name and address of each factory who performs any manufacturing and/or assembly process with respect to such PO, as well as a full description of each process being performed.

Foot Locker will not order Merchandise for importation into the United States from an entity who is listed on:

- U.S. Customs List of “Names of Hong Kong Companies Convicted of Transshipping Textile Products and Macau Companies Assessed Penalties for Transshipping Textile Products Known Transshippers” (TBT 98-008, amendments or superseding notices) or similar listing generated by U.S. Customs.
- U.S. Customs bi-annual list of foreign entities identified pursuant to 19 U.S.C. § 1592a which have been issued a penalty claim under section 592 of the Tariff Act of 1930, as amended.

If Foot Locker orders Merchandise and the manufacturer subsequently, but prior to the date of importation, is named on either of the above, then Foot Locker may immediately cancel the PO. In addition, if the Seller/Vendor does not accurately declare and provide the full name and address of the manufacturer, (prior to production approval), Foot Locker may accept delivery of Merchandise at a foreign port and may choose to proceed with importation, but only after performance of inspections and/or reviews of such additional documentation as are reasonably necessary and sufficient to establish the correct country of origin. Factories should be able to produce documentation evidencing production of the merchandise upon request.

Before accepting delivery of Merchandise for importation into the United States, Foot Locker Sourcing, using internal and external inspectors and auditors, use a checklist of criteria that the manufacturer must meet in order to pass an inspection.

The criteria reviewed consist of: (not an inclusive list)

- Child labor, prison labor, or slave labor.
- Transshipping of materials and garments.
- Production status.
- Security.

Reports are prepared by one of the following:

- Foot Locker Sourcing inspector.
- 3<sup>rd</sup> Party Inspection Auditor
- Independent Buying Agent who has executed a buying agency agreement with Foot Locker (“Buying Agent”).
- If a Buying Agent is not party to the transaction, then the seller of the Merchandise who either has subcontracted to an unrelated factory the processing which conferred country of origin or has purchased the Merchandise in a finished form from an unrelated entity (“Middleman”).
- If neither a Buying Agent nor a Middleman/Seller is party to the transaction, then the seller of the Merchandise who actually performed the origin conferring process.

## Customs Trade Partnership Against Terrorism (C-TPAT)

Foot Locker is in partnership with Customs and Border Protection (“CBP” or “US Customs”) as a validated member of Customs–Trade Partnership Against Terrorism (“C-TPAT”).

As a validated member of C-TPAT, Foot Locker is required to enhance our supply chain security and must have written and verifiable processes and procedures for our business partners, including: Container Security, Physical Security, Access Controls, Personnel Security, Procedural Security, Information Technology Security, and Security Training and Awareness. The supply chain for C-TPAT purposes is defined from point of origin (manufacturer/supplier/vendor) through to point of distribution. It is essential for the success of C-TPAT that appropriate security measures are implemented and maintained throughout the supply chain.

Foot Locker is currently partnered with Vandegrift Forwarding Inc. (“VFI”) in an effort to streamline the risk assessment process and enhance our C-TPAT program. It is required that all First Cost vendors complete the supply chain security questionnaire, provided by VFI, advising your present state of security and outlining your security procedures and processes. CBP has given US Importers minimum-security criteria that need to be verified and maintained. The minimum requirements are included on the questionnaire. Upon request, VFI will require each First Cost vendor to complete a security questionnaire and respond as detailed, complete, and accurate as possible. ***It is crucial that you provide your responses and any associated support (manuals, photographs, logs, etc.) as quick as possible. If you have difficulty in supplying the required information, please contact ITD for assistance.*** The questionnaires will need to be submitted through the VFI website noted below. When applicable, you will be requested to provide manuals, photographs, etc. that will assist in explaining or demonstrating specific replies to questions. If you are a member or have received accreditation from a local security agency, please provide details on the validation.

If, at any time your supply chain procedures or policies significantly change, you must contact the ITD department.

[“VFI CTPAT Survey 2014.pdf”](#)

## Country of Origin Verification and Production Record Request

Because of the significant percentage of textile and apparel product imports into the United States, US Customs is concerned that some foreign textile and apparel imports are entering the U.S. fraudulently and displacing U.S. textile and apparel workers. Illegal transshipment is one form of such illegal activity and occurs when false country-of-origin information is provided for goods in order to evade U.S. textile quotas and customs duties.

In order to identify potential illegal transshipments, CBP targets countries, manufacturers, shipments, and Importers that it determines to be at a higher risk for textile transshipment. Once a shipment arrives that has been targeted as a potential transshipment, CBP may request production records to substantiate country of origin. (This is known as a “detention”.)

A request for production records can be made at any time for any of the following types of exams.

- ITD Internal Audit - Random selection of purchase order(s):
  - Ensure Foot Locker is in compliance with all US Customs Laws and Regulation as it applies to general transactions and any special trade/preference programs that have been claimed at time of entry.
  - Validate vendor’s ability to meet Customs Requirements to provide production records.
- Detention Notice
  - Cargo is detained at port of entry until production records are provided to US Customs. This is an accelerated request and provides the vendor **10 calendar days total** to have the requested documentation in Foot Locker’s possession.
- Customs Request for Information: CF-28
  - US Customs will often target certain shipments for CF-28 review. The CF-28 review is a way for US Customs to validate the origin of the merchandise on a post entry basis. US Customs will provide the importer with a CF-28 notice, from which the importer has 30 calendar days to obtain, review and provide all documentation related to the production of the specific shipment

Once a request for production records is received from CBP, Foot Locker has a limited amount of time to prepare a response to CBP. Because of the strict time limit imposed by CBP, once a request for production records has been forwarded to the vendor, the records must be received by the International Trade Department within 10 business days unless request is based on Detention Notice.

Vendor must submit one set of originals and one copy set of the records listed in the “Country of Origin Document Checklist.doc”, both in set must be in orderly fashion. Documents must be segregated and labeled to match each applicable section it refers back to. Records must be COMPLETE, ACCURATE,



AND written or translated in ENGLISH. Documents must be sent via Express Courier Service (transit must not exceed 3-4 business days).

\* **Special Note:** This is not an all-inclusive list and is subject to change.

*"Country of Origin Document Checklist 4-28-09.doc"*

## 10 +2 ISF Filing

The Safe Port Act of 2006 was passed by Congress to enhance national security and prevent terrorist weapons from being transported into the United States via our ports while simultaneously protecting our national economic vitality.

Pursuant to Sec. 203 of the Act, Carriers and Importers are required to provide Customs and Border Protection (CBP) 12 data elements on all ocean cargo shipments. This data must be transmitted to CBP prior to the lading of the cargo onboard a vessel at the foreign port of export. The data transmission is known as the “Importer Self Filing (ISF) or alternatively (10+2).

The purpose of this advanced electronic filing of shipment data is to enhance CBP’s ability to deploy an automated targeting system and identify high risk containers moving through the supply chain.

Published on November 25, 2008 in the Federal Register, the ISF “Interim Final Rule”, describes when and how to comply with the new requirements.

Foot Locker is required to comply 100% with these new regulations. The majority of the information will be channeled through the International Trade Department in conjunction with their nominated freight forwarder. However all vendors are expected to provide timely and accurate information required for proper ISF Filing, and follow the timeline requirements for CY/CFS shipments outlined in the noted section.

\* **Special Note:** *Regulations may change from the time of publication. Please visit [CBP.gov](http://CBP.gov) for the latest information for ISF regulations.*

[“Shipping Timeline.jpg”](#)

**PROTECTION OF LABELS, DESIGN AND TRADEMARKS**

Foot Locker has a reputation for selling the finest in quality apparel. We take seriously the proprietary nature of our designs as well as all of our identifying labels. We therefore must insist that all providers not only supply quality merchandise, but that they 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 other 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 designs 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 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 the United States or Canada by Foot Locker.
- Each **purchase order** number has several components as noted below:  
Example: **XX-XXXXXXXX-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-XXX** or **XX-XXXXXXXX-XX-XXXXX**
  - 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
  - The final three (3) or five (5) digits designate the size or case lot number
  - 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 5 - Ticketing*.
- Tickets or labels may not be placed over, or obstruct the country of origin marking.

### **Marking**

- The instructions noted in *Section 6 – Carton Packing, Packaging, Labeling and Shipping Requirements* must be followed accordingly.
- The country of origin marking is required on all outer cartons, regardless of size and must be in accordance with all US Customs or Canada Revenue regulations.

- The instructions noted in *Section 5 – Merchandise Labeling Requirements, for Merchandise Labeling* must be followed accordingly.
- Canada shipments must be marked in both English and French.

**Failure to properly mark cartons will result in chargebacks for all charges incurred by Foot Locker as per the chargeback matrix included in Section 9 this Manual.**

**NOTE: All Ticketing and marking must comply with all regulatory requirements of U.S. Customs and Border Protection or Canada Revenue as well as those of any other Federal Regulatory Agency.**

**WARNING INFORMATION**

A warning in English, French and Spanish is required on all polybags.

**WARNING - TO AVOID DANGER OF SUFFOCATION,  
KEEP THIS BAG AWAY FROM BABIES AND CHILDREN  
DO NOT USE IN CRIBS, BEDS, CARRIAGES OR  
PLAY PENS. THIS BAG IS NOT A TOY. KNOT BAG  
BEFORE THROWING AWAY.**

**ADVERTENCIA: MANTENGA  
ESTA BOLSA FUERA DEL ALCANCE  
DE BEBÉS Y NIÑOS.  
NO LA UTILICE EN CUNAS,  
CAMAS, CARRITOS O CORRALITOS.  
LA PELÍCULA DELGADA PUEDE PEGARSE  
A LA NARIZ Y BOCA Y  
CAUSAR ASFIXIA**

**AVERTISSEMENT: POUR ÉVITER LE DANGER DE  
SUFFOCATION, GARDER CE SAC LOIN DES BÉBÉS ET  
DES ENFANTS. NE PAS L'UTILISER DANS LES LITS  
D'ENFANTS, DANS LES LANDAUS OU DANS LES  
PARCS.  
CE SAC N'EST PAS UN JOUET.**

## **DOCUMENTATION**

### **U.S. Requirements**

#### ***U.S. Requirements-Ocean***

Vendors must submit documentation to APL Logistics (APLL) and ITD.DOCREVIEW@footlocker.com for review and verification.

Any documentation received after 10 am EST will be considered next day. Documents submitted after 10 am on Friday will be considered Monday documents. When submitting documents, holidays must be considered and acted on accordingly. Holidays will not be a sufficient excuse for late documentation. (Refer to General Documentation Requirements)

- Commercial Invoice; including final quantities, complete description indicating commodity type, material breakdown, gender, and size (if apparel; knit or woven). **(Refer to Section 13-28)**
  - Packing List; including final carton counts, weights, cbms and carton dimensions. **(Refer to Section 13-20)**
  - Certificate of Compliance **(Refer to Section 12)**
  - Solid Wood Packing Certificate or Statement
  - Copy of Visa or Visa application (if required)
  - Wearing Apparel Detail Sheet or Interim Footwear Invoice (if required)
  - Textile Declaration
  - Declaration of Understanding – CPSC **(Refer to Section 12)**
  - Certificate of Conformity – CPSC **(Refer to Section 12)**
  - Any other required documentation **(Refer to Section 13-19)**
- **Document Verification Certificate (DVC)**
    - A final, complete set of documents must be submitted as noted above and within the time schedule noted in Section 10-22. These documents must be complete and accurate, and reflect the actual shipped quantities.
    - Once all documentation is complete and accurate including Certificate of Origin, Visas or any other required documents as well as the shipment has been released from e-SPS, ITD will issue a Document Verification Certificate (“DVC”), returned via email to the manufacturer, seller, or agent from International Trade.

**Documentation received at this stage that does not match the final documents submitted to the nominated forwarder, will be subject to chargebacks as outlined in Section 9 of this Manual.**

**Failure to email copies to the International Trade Department timely will result in a chargeback, per the chargeback matrix included in Section 9 of this Manual.**

**The shipment will not be able to depart origin until all information needed to fulfill the 10+2 requirements is received and submitted to the proper parties.**

The cargo receipt/airway bill will not be issued without the “DVC”.

- **Visa documents/Certificate of Origin** may not be available at time of booking freight due to certain export procedures
  - Proof must be furnished by the vendor that quota is available to the shipper at the time of booking.
  - A document verification certificate and cargo receipt will not be issued until the actual visa/certificate of origin document is received and verified by the International Trade Department.
  - The visa/certificate of origin document must be supplied prior to the due date outlined in the chart in section 10-22 in time to receive the DVC and provide to the forwarder.

**Failure to comply may result in a chargeback as per Section 9 of this Manual. Costs for storage may also be deducted from the shipper’s remittance.**



## ***U.S. Requirements-Air***

**Prior to shipment approval**, the vendor must email the following documents to the International Trade Department (ITD.DOCREVIEW@footlocker.com) for review and verification:

- Commercial Invoice; including complete description indicating commodity type, material breakdown, gender, and size (if apparel; knit or woven) **(Refer to Section 13-28)**
  - Packing List **(Refer to Section 13-20)**
  - Certificate of Compliance **(Refer to Section 12)**
  - Solid Wood Packing Certificate or Statement
  - Copy of Visa or Visa application (if required)
  - Wearing Apparel Detail Sheet or Interim Footwear Invoice (if required)
  - Textile Declaration (if required)
  - Certificate of Conformity – CPSC **(Refer to Section 12)**
  - Declaration of Understanding – CPSC **(Refer to Section 12)**
  - Any other required documents **(Refer to Section 13-19)**
- **Document Verification Certificate (DVC)**
    - The final set of documents must be submitted prior to shipment approval. An air shipment will not be allowed to ship until final documents have been received and approved by ITD. All required documentation must be supplied and compliant with the standards outlined below. **At this time, the documents must reflect actual quantities.**
    - Air shipment must also be released in e-SPS prior to being approved.
    - If all documentation is complete and accurate, ITD will issue a Documentation Verification Certificate (“DVC”), returned via email to the manufacturer, seller, or agent from International Trade.
    - If errors are detected during this stage, a letter outlining all discrepancies will be sent.

**These errors will result in chargebacks as outlined in Section 9 of this Manual. Failure to fax/email copies to the International Trade Department timely will also result in a chargeback, per the chargeback matrix included in Section 9 of this Manual.**

**The cargo receipt/airway bill will not be issued without the “DVC”.**

- The only exception is Pakistan AIR shipments. The airway bill will be issued prior to DVC with written consent from International Trade.

## U.S. Requirements-General

Documents must be provided as shown:

Tariff Treatment	Required Documents
Dominican Republic-Central America-United States Free Trade Agreement (CAFTA-DR)	<ul style="list-style-type: none"> <li>• Affidavit of Yarn Origin</li> <li>• Affidavit of Thread Origin</li> <li>• Affidavit of Fabric Origin</li> <li>• DR-CAFTA Certificate of Origin</li> </ul>
The African Growth and Opportunity Act (AGOA)	<ul style="list-style-type: none"> <li>• Affidavit of Yarn Origin</li> <li>• Affidavit of Fabric Origin</li> <li>• AGOA Textile Certificate of Origin</li> <li>• AGOA Visa</li> </ul>
Jordan - United States Free Trade Agreement	<ul style="list-style-type: none"> <li>• Jordan FTA - Declaration of Origin and Cost</li> </ul>
U.S. Generalized System of Preferences	<ul style="list-style-type: none"> <li>• GSP Declaration of Cost</li> </ul>
Qualifying Industrial Zone (QIZ)	<ul style="list-style-type: none"> <li>• QIZ Certificate</li> <li>• QIZ - Israel Contribution Declaration</li> </ul>
Andean Trade Promotion and Drug Eradication Act (ATPDEA)	<ul style="list-style-type: none"> <li>• ANDEAN CO</li> </ul>
North America Free Trade Agreement (NAFTA)	<ul style="list-style-type: none"> <li>• Affidavit of Yarn Origin</li> <li>• Affidavit of Fabric Origin</li> <li>• NAFTA Certificate of Origin</li> </ul>

"Aff of Fabric Origin .doc"

"Aff of Thread Origin.doc"

"Aff of Yarn Origin.doc"

"Jordan FTA - -Declaration of Origin and Cost.doc"

"GSP Declaration of Cost.doc"

"QIZ - -Israel -Contribution Declaration.doc"

"AGOA Textile\_Certificate\_of\_Origin.pdf"

"CAFTA\_Certificate\_of\_Origin.pdf"

"QIZcert.pdf"

"ANDEAN COCBP\_Form\_449.pdf"

## U.S. Visa and/or Special Documents Required for Specific Items

In addition to the general procedures and documents, some products are subject to special import restrictions, permits, licenses, standards, and/or procedures. Listed below, to the best of our knowledge, are products requiring special documentation:

Products	Visa and/or Special Document
Apparel Under Quota (TPL, Trade Preference Levels)	<ul style="list-style-type: none"> <li>• Original Visa stamped document</li> <li>• Quota Charge Statement</li> <li>• Certificate of Eligibility</li> </ul>
Apparel	<ul style="list-style-type: none"> <li>• Certificate of Conformity</li> <li>• Declaration of Understanding</li> <li>• Testing Reports (if needed)</li> </ul>
Items Containing Textile Under Quota	<ul style="list-style-type: none"> <li>• Original Visa stamped document</li> <li>• Quota Charge Statement</li> </ul>
Denim Items	<ul style="list-style-type: none"> <li>• Denim Exclusion Statement</li> </ul>
Footwear	<ul style="list-style-type: none"> <li>• Interim footwear invoice</li> </ul>
Leather Item, Shoe Parts & Finished Footwear	MFR's statement of "PCP" Free Declaration
Eyeglasses/Sunglasses	<ul style="list-style-type: none"> <li>• FDA 510K Form with Certificate of Impact Resistant Test Report</li> </ul>
Items made of Vegetable Material (e.g., Bamboo, Straw, Rattan, etc.)	<ul style="list-style-type: none"> <li>• Certificate of Fumigation</li> </ul>
Shell Products	<ul style="list-style-type: none"> <li>• US Fish &amp; Wild-Life Service Plant</li> </ul>
Fur & Items containing Fur	<ul style="list-style-type: none"> <li>• US Fish &amp; Wild-Life Service Plant</li> </ul>
Wood Packing Materials (e.g., Wood Crate for "Weights) and other Unmanufactured Wood Products	<ul style="list-style-type: none"> <li>• Certification for free from bark and free from live plant pest on shipper's stationery with authorized signature per Aphis</li> <li>• Certificate of Fumigation</li> </ul>
Water Resistant Items	<ul style="list-style-type: none"> <li>• AATCC Certificate (35)</li> </ul>

**Important! Whenever an import purchase is being considered for items made of or with Fauna (Wild Animal Life) and Wild Flora (Wild Plant Life), there is a chance that the items fall under protected endangered and threatened species category. In this case you should first contact the International Trade Department for guidance before you accept a placed order from the buyer.**

"Denim Exclusion Certificate.doc"

"Multiple Country Declaration.doc"

"Interim Footwear Invoice.pdf"

## General Document Requirements

Each commercial document must be complete and accurate and reflect the full purchase order number and a full SKU number

The invoice and packing list must be printed from Foot Locker Sourcing’s Portal, eSPS – see specimen below. A full set of shipping documents must be attached in eSPS once shipment is closed. Shipments must be closed as soon as the Bill of Lading and/or Forwarder’s Cargo Receipt (FCR) is received from the forwarder.

### COMMERCIAL INVOICE (FOB)

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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:		Payment Term:			Sailing On:			On Hand Date:MM/DD/YY			
Invoice Date:		Currency:			Ship Mode:			Act Sail Date:MM/DD/YY			
Account #:		Salesperson:			Shipped Per:			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 <sup>2</sup> )	Pack Type	U. Price	Qty	Total Amount
<b>Totals:</b>													

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

Signature \_\_\_\_\_

### PACKING LIST

Page 1 of 1

SHIPMENT # \_\_\_\_\_

Vendor/Seller:		Manufacturer: MID #			Shipper/Exporter:			Importer of Record:			
Notes / Comments:		Final Destination:			Country of Origin: FOB Point: Discharge Port:			Invoice No: 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	Case/lot Ratio	Case/lot ID	Qty Per Size	
<b>Container Total</b>																		
<b>Grand Total</b>																		

### SUMMARY BY PO/SKU

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

Shipment has been closed

***Document (ocean) Submission Timelines to Forwarder APLL:***

- If the documents are surrendered later than the time allowed, the consolidator/forwarder APLL is entitled to an additional charge from the shipper for courier fees and special handling (this would be required for cases where original documents must be expedited in order to submit timely entry to US or Canada Customs).
- For U.S. shipments, because Foot Locker will perform a comparison between the information contained in the first set of commercial documents and that provided to Forwarder for ISF (10+2) filing, Foot Locker will be forced to advise the carrier to refuse the cargo if first set of final documents are not received within the required time frame. The cargo receipt (FCR) will be issued on the day of presentation of the second set of documents (i.e. DVC, Certificate of Origin and VISA if applicable). For U.S. shipments, if there are discrepancies between the Documents provided to APLL and the information provided to APLL for Shipping Instruction ('SI'), Foot Locker will assess any penalties or fines assessed by CBP for failure to provide timely, accurate, and complete shipment details before vessel departure (ISF (10+2) filing). In cases where CBP issues a 'Do Not Load' for improper ISF filing, you will be charged storage charges assessed by the ocean carrier for delayed shipment and may be asked to air freight the shipment at their expense. The complete set of documents is required to be submitted to the forwarder as outlined on the next page.
  - Backdating of the cargo receipt is not allowed.
  - Please note late documents will be measured based on calendar days, not working days, and vendor holidays will not be factored into the calculation.

**Failure to do so can result in a chargeback for late submission of documents to the Forwarder as it states in Section 9 of this Manual.**

**Documents are Required to be Presented to APLL No Later than Noted Below  
(including DVC, Certificate of Origin & other required Documents)**

Origin	Documents Required
Africa (all countries, including Madagascar and Mauritius)	Four (4) calendar days from Date of Departure
Bangladesh	Six (6) calendar days from Date of Departure
Brunei	Four (4) calendar days after Date of Departure
Bulgaria	Four (4) calendar days after Date of Departure
Cambodia	Four (4) calendar days after Date of Departure
Canada	Same day as Cargo is Surrendered
Central America (all Countries)	Four (4) calendar days after Date of Departure
China	Four (4) calendar days after Date of Departure
Ethiopia	Four (4) calendar days after Date of Departure
Fiji	Four (4) calendar days after Date of Departure
Hong Kong	Four (4) calendar days after Date of Departure
India	Four (4) calendar days after Date of Departure
Indonesia	Four (4) calendar days after Date of Departure
Israel	Four (4) calendar days after Date of Departure
Italy	Four (4) calendar days after Date of Departure
Japan	Four (4) calendar days after Date of Departure
Jordan	Four (4) calendar days after Date of Departure
Korea	Four (4) calendar days after Date of Departure
Macau	Four (4) calendar days after Date of Departure
Malaysia	Four (4) calendar days after Date of Departure
Mexico	Same day the Cargo is surrendered
Pakistan	Six (6) calendar days after Date of Departure
Philippines	Four (4) calendar days after Date of Departure
Portugal	Four (4) calendar days after Date of Departure
Senegal	Four (4) calendar days after Date of Departure
Saipan	Four (4) calendar days after Date of Departure
Singapore	Four (4) calendar days after Date of Departure
South America (all countries)	Four (4) calendar days after Date of Departure
Sri Lanka	Four (4) calendar days after Date of Departure
Taiwan	Four (4) calendar days after Date of Departure
Thailand	Four (4) calendar days after Date of Departure
Turkey	Four (4) calendar days after Date of Departure
Turkmenistan	Four (4) calendar days after Date of Departure
United Arab Emirates	Four (4) calendar days after Date of Departure
Uzbekistan	Four (4) calendar days after Date of Departure
Vietnam	Six (6) calendar days after Date of Departure

**NOTE:** The time to receive the DVC and submit to APLL will take at least one (1) day. Consider this when submitting finals to ITD.

***Forwarders Cargo Receipt (FCR) / House Airway bill (HAWB)***

- FCR/HAWB is the primary transport document used for payment purposes.
- Will be issued once all required documents and cargo have been surrendered to consolidator/forwarder and all charges due consolidator/forwarder have been settled.
- Note: consolidator/forwarder is not under any obligation to extend credit to any vendor/agent.
- The FCR/HAWB will not be issued if a DVC has not been issued by the International Trade Department.



## Bill of Lading

- **The bill of lading is not a negotiating document**, and is not to be submitted for payment negotiation unless agreed to in advance or if required by a letter of credit. Seaway bills are the required transport document.

**Document Consignments**

All commercial documentation consignments must be made as follows:

U.S. Operating Entity	Consignee/Importer of Record
Champs Sports	Foot Locker Retail, Inc.
Foot Locker	Foot Locker Retail, Inc.
Kids Foot Locker	Foot Locker Retail, Inc.
Lady Foot Locker	Foot Locker Retail, Inc.
Footaction	Foot Locker Retail, Inc.
Eastbay, Inc.	Foot Locker Retail, Inc.
Team Edition Apparel, Inc.	Team Edition Apparel, Inc.

The commercial document consignment for U.S. shipments must read as above with a “care of” (c/o) notation of the division name if applicable and the Camp Hill address.

For example: Foot Locker Retail, Inc.  
 c/o Eastbay, Inc.  
 3543 Simpson Ferry Rd  
 Camp Hill, PA 17011

**No other consignments are acceptable.**

**Special Note:** When making booking you must provide the address of the final destination of the shipment to the forwarder/consolidator. Carton markings must also clearly indicate the final destination of the cargo.

For example:  
 Footlocker.com Service Center  
 500 N. 72<sup>nd</sup> Ave  
 Wausau, WI 54401

**Manufacturer Identification (MID) Code must:**

The manufacturer name and address must be in full and displayed the same each time, unless a new MID is requested ahead of time. The MID code is derived from the information provided at time of MID code request information. Any change could affect the MID code accuracy.

MID code request must be made through Sourcing.

***Detailed description of the merchandise must include:***

- Name by which each item is known
- Gender and Age
- Material(s) breakdown (by percent of weight)
- For wearing apparel or textile products, include the following:
  - Fabric weight per style
- If knitted, indicate the following:
  - Stitch Count
  - Type of neck opening
  - Type of bottom treatment, i.e. Hemmed, ribbed
  - Placement of pockets
- Type of water resistant coating (if applicable)
- If woven and yarn dyed, indicate the following:
  - # of yarn colors in the warp and weft
  - Type of water resistant coating (if applicable).
- For footwear products a completed IFI must be included.
- If item is a set, value breakdown by each component.

**Important . . . The Packing List is used by the shipper or forwarding agent to determine the total shipment weight/volume as well as to verify that the correct cargo is being shipped. In addition, Customs officials (both US and foreign) require the list to check the cargo.**

## **TRANSPORTATION AND SHIPPING**

- The appropriate term for delivery to the consolidator’s warehouse is “**FOB Port of Export**” (Consolidator’s Warehouse). Terms other than FOB must have written authorization from the International Trade Department.
- **A Foreign Order is deemed late** if shipment not tendered to the “FOB Port of Export” on or before the Ship End Date as reflected on the purchase order or all documents as required are not executed in a timely manner which would:
  - prevent timely U.S. Customs clearance or
  - prevent the shipment from sailing on the scheduled vessel.
- **Title and risk of loss transfers** to Foot Locker when the cargo and documents are surrendered to the designated consolidator/forwarder. (APLL).
- The International Trade Department must approve any exceptions to routing.

**Shipment by an unauthorized consolidator, forwarder, or carrier will result in a chargeback, per Section 9 of this Manual.**

### ***Ocean Bookings (US)***

**Bookings (Please refer to the CY and CFS Shipping Timelines in section 13-10 for order of events.** All bookings must be made well in advance.

- For CY/CFS orders shipping on time, the booking must be made 10 calendar days prior to the Ship Start date.
- All shipment exceptions must be reviewed and approved by Foot Locker prior to receiving booking approval from APLL. Therefore, please allow adequate time for APLL to provide booking and vessel details in return.
- APLL 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 after final inspection is completed.
- Vendors will be responsible for broken or unused space booked.
- Bookings should be placed via APLL Booking Manager system. It is critical that all fields are completed in their entirety so that APLL has all necessary data for the carrier request and for filing the ISF transmission, and Foot Locker has all data necessary for booking review.

**Bookings not made within the timelines specified above will be subject to a chargeback as outlined in Section 9 of this manual.**

Please note: late bookings will be measured based on working days, not calendar days, and vendor holidays will not be factored into the calculation.

Failure to revise a booking to the consolidator/forwarder will result in a chargeback, per Section 9 of this Manual. Also, if the revised booking delays or forces Foot Locker to amend the ISF transmission to US Customs, the vendor will be charged back as per Section 9 of this manual.

## ***Air Bookings***

Air Bookings should be made with Foot Locker approved forwarders as soon as the decision to ship air has been determined. The same time booking is created documents must be sent to ITD for review. Documents sent should be final quantities. If an FOB reduction is required documents should be resent with the correct FOB costs (see Air shipment process section 13-17-(US).

[“Air Booking Form.xls”](#)

## General Requirements

- **Vendor is responsible for all origin charges** including, but not limited to CFS, handling, terminal, export clearance and inland transit charges or reimbursement.

**Any origin charges not tendered to the vendor prior to export must be reimbursed to Foot Locker upon receipt of the chargeback/reimbursement report as outlined in Section 9 of this Manual.**

- **Cut-off times** for consolidation will be enforced. Check with the specified consolidator's office in advance if a "late gate" is needed.
- **Late Delivery / Air shipment Process:** If cargo is delivered late (after the PO Ship End Date) and does not make the designated vessel's departure, routing may be changed to "air" with additional charges at the shipper's expense. 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 an FOB reduction to reimburse Foot Locker for the additional cost of airfreight.

Vendor must use Foot Locker approved carriers; FOB reduction will be calculated using current Foot Locker air and ocean rates and must be completed prior to exportation.

**If the weight provided to Foot Locker increases from the original calculation, the vendor will be required to reimburse Foot Locker as outlined in Section 9 of this Manual.**

This will be based on the difference from the estimated cost and actual cost. Please contact the International Trade Department for the revised FOB price.

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

**Factory loads are** subject to the following minimums:

Container Size	Minimum
45" dry	75 cbm
40" high cube dry	65 cbm
40' standard dry	55 cbm
20' dry	28 cbm

Equipment usage will be confirmed by APLL based on total volume of the proposed booking. In the event that the advised equipment is in dispute, APLL will request approval with Foot Locker.



**Containers/Trailers loaded with less than these minimums without prior approval from Foot Locker Logistics or the International Trade Department will result in a chargeback for the difference as outlined in Section 9 of this manual.**

It will be based on the difference between the minimum acceptable loadability and the Foot Locker per CBM rate multiplied by the per CBM rate.

- 20' containers are prohibited unless given prior approval by International Trade.
- Purchase orders and Invoices should not be split between containers.
- Containers/Trailers must be loaded in Division / Purchase Order / SKU sequence.

**Failure to comply with any of the above Factory Load requirements will result in a chargeback, per Section 9 of this Manual.**

**Commercial Documents** must be submitted to the consolidator as per the guidelines on section 13-22 to 13-28.

- APLL will issue an original **Forwarder's Cargo Receipt** or an original House Airway Bill as outlined in section 13-24 - 13-25.

**Late Shipments – Foreign & Non-Foreign Orders****Definition of Late Shipments for Foreign & Non-Foreign Orders:**

- **Foreign Orders:** A Foreign Order is deemed late if shipment is not tendered to the named place on or before the Ship End Date as reflected on the purchase order or all documents as required are not executed in a timely manner which would:
  - prevent timely U.S. Customs clearance or;
  - prevent the shipment from sailing on the scheduled vessel.
- **Non-Foreign Orders (a/k/a Landed):** A "landed" order is deemed late if the routing request is not requested within 72 hours or the appointment is not requested within 48 hours of the Ship Complete 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 approved carriers; FOB reduction will be calculated using current Foot Locker air and ocean rates.

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

***IMPORTANT: US with Bangladesh or Pakistan Origins.***

Vendors are required to obtain the original OBL from the carrier with or without the DVC. In the case where a DVC was not provided, the FCR will be held until the DVC is submitted.

US: Pakistan

After receiving the original OBL, copies of the customs documents along with the original OBL must be sent to Foot Locker's nominated forwarder (APLL: US).

## **COMPLIANCE STANDARDS**

### **U.S. Requirements**

The following documents must be completed based on the acceptance of the purchase order, and are to be returned via email to Foot Locker, Attn: International Trade Department Tina Walker twalker2@footlocker.com

#### ***Agency Questionnaire***

- All agents are required to register with International Trade by completing the below questionnaire.
- The questionnaire must be completed to define the agent's role and determine if they are a bona fide-buying agent, selling agent, independent contractor, etc.

["Vendor Questionnaire.doc"](#)

## ***Factory Profile & Factory Evaluation***

- Forms will be supplied by Foot Locker Sourcing
- Return of the completed form is required from all factories/sub-contractors describing their operation and location.
- This form is required upon selection of the factory/sub-contractor.
- **This form must be completed and signed by an officer (no less than a Managing Director) of the factory or sub-contractor.**

***Transshipping***

Transshipping is allowed for transportation purposes only and provided that the original country of origin, as listed on the purchase order, remains the same.

- Any change in the production of the merchandise must be communicated to the Foot Locker Sourcing, agent, buyer, and International Trade. Foot Locker Sourcing will authorize the change in production and amend Purchase Orders accordingly.
- Illegal transshipments in order to circumvent the authority of the U.S. Customs and Border Protection Agency (“CBP”) or contradicts Foot Locker’s policy.
- Any vendor that is listed by the CBP as participating in illegal transshipment may be excluded from participating in any future business with Foot Locker and existing orders cancelled.
- The buyer will be informed and Foot Locker reserves the right to cancel the order based on a change in production.

**Failure to do so will result in a chargeback, per Section 9 of this Manual.**

**General Requirements*****Agency Agreements, Royalty Agreements, Copyright and Licensing Agreements***

Copies must be forwarded and on file with the International Trade Department.

***Foot Locker’s Global Sourcing Guidelines Posting Requirements***

It is contrary to Foot Locker’s Global Sourcing Guidelines to purchase goods that are the result of child labor or forced labor (whether in the form of prison labor, slave labor, indentured labor, bonded labor). A copy of the Global Sourcing Guidelines is included in “Regulatory and Legal”, Section 13 of this Manual. These Guidelines must be posted in a prominent location in any vendor’s factory used to manufacture product for Foot Locker.

**Merchandise provided by vendors that are made in violation of the Foot Locker Global Sourcing Guidelines is a breach of contract for which the PO may be cancelled and damages assessed.**

***Purchase Order’s Related Parties***

- “**Agents**” and “**Vendors**” must be correctly identified on the purchase order.
- It is the agent’s/vendor’s responsibility to advise Foot Locker Sourcing if the companies on the purchase order are incorrectly identified.
- CBP requires that the International Trade Department of Foot Locker be aware of all participants in the transaction.
- If commercial documents or bookings are made by a different vendor than appears on the purchase order, approval for shipping will be delayed.

***Advanced Shipping Notification (ASN)***

Once the shipment is closed in e-SPS, the ASN will automatically be generated and sent to the DC.

***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 on existing/current 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 inspections are required, the vendor will be responsible for all costs incurred as a result of the additional inspection(s). Costs will include USD \$100 per business day plus all travel related expenses.



## INVOICING FOR PAYMENT

### **Foot Locker Sourcing New York Office and Non Foot Locker Sourcing orders**

**An original set of shipping documents**, including an original merchandise invoice denominated in USD, and original FCR (for ocean) or AWB (for air), and a copy of the “DVC”, to the International Trade Department for payment. Documents should be mailed to:

Tommy Leung  
Manager, Foot Locker Sourcing  
Foot Locker, Inc.  
112 West 34<sup>th</sup> Street  
New York, NY 10120

Foot Locker Sourcing will review the documents and approve **within three (3) business days**. Once approved, they will forward to Accounting for processing.

A/P will enter the invoice into our financial system for payment and a wire transfer will be generated to pay the vendor **14 calendars days** from ITD's approval date.

## Foot Locker Sourcing Asia

**An original set of shipping documents**, including an original merchandise invoice denominated in USD, and original FCR (for ocean) or AWB (for air), and a copy of the “DVC”, to the Foot Locker Sourcing (“FLS”) Asia Office for payment. Documents should be mailed to:

Paul Chu  
Regional Director- PMQC & Logistics  
12th Floor, The Rays,  
71 Hung To Road,  
Kwun Tong,  
Kowloon, Hong Kong

FLS Asia will review the documents and approve within **three (3) business days**. Once approved, FLS will initiate the payment process.

FLS will enter the invoice into our financial system for payment and a wire transfer will be generated by FSC to pay the vendor **14 calendar days** from FLS’s approval date.

## **CONTACTS**

U.S.Contacts

For Contact information please see Section 10 of this Manual.

## **DEFINITIONS**

**Business Days** - Monday through Friday regardless of any holidays.

**Calendar Days** - Sunday through Saturday regardless of any holidays.