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International Trade

Please note this section applies to all Runners Point Group Private Label First Cost Vendors Only

On the following pages you will find Runners Point Group (RPG) standards and requirements for deliveries where RPG 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.



RPG's Statement of Standards

RPG is committed in operating with utmost regard to all business ethics and regulations. Any companies RPG 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

RPG 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, RPG requires that you:

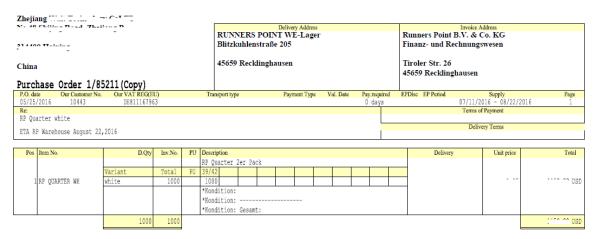
- manufacture or supply all items pursuant to our quality standards.
- do not place any other label on our designed merchandise without our approval.
- do not place our label on any merchandise without our approval.
- do not resell any product with our labels without our prior approval or removal of 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 RPG.
- agree not to assist, permit or otherwise take or allow any action that could have an adverse effect on any rights RPG may have in trademarks, copyrights, etc.

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



General Information

Purchase orders as attached



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.

<u>Labeling</u>

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 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 kinderwiegen, 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.



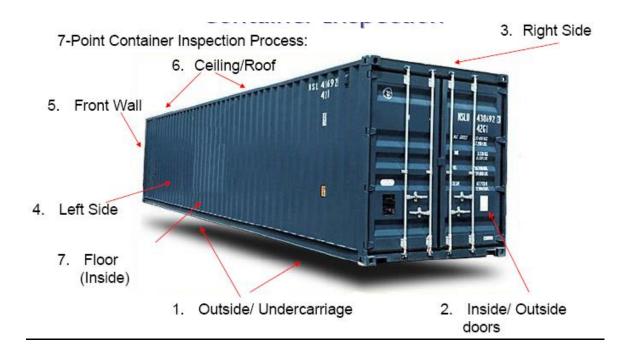
Container inspection CY/CFS or CY/CY shipments

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
- o Right side
- Left side
- o Front Wall
- Ceiling/Roof
- o Floor (Inside)



7-Point Container Inspection





e-SPS Commercial Invoice

The invoice and packing list must be in the same format as e-SPS

- see specimen below

COMMERCIAL INVOICE (FOB) Shipment

Page 1 of 1

Vendor/Seller: Forwarder/Consolidator:					Manufacturer:			Shipper/E	xporter:	Impo	Importer of Record:							
					MID #													
					1st Notify Party	/Broker:		2nd Notify	Party:	Shipp	Shipping Mark/Final Destination:							
Sold To:					Container Stuff	ing Location:		Country of	Origin:		AWB	AWB or Bill of Lading:						
								FOB Point:			FCR #	FCR #:						
								Discharge	Port:	L/C #	L/C #:							
								Export Reg	istration #:	Form	Form E #:							
Invoice I	No:				Payment Term:			Sailing On:			On Ha	and Date	:MM/DD/YY					
Invoice Date:					Currency:			Ship Mode	:		Act S	Act Sail Date:MM/DD/YY						
Account #:					Salesperson:			Shipped Pe	er:		Est. A	Est. Arrival Date:MM/DD/YY						
HTS # Category Purchase Order Style C		Custon	oms Description SKU F			ription	Stitch Per Count (Horizontal)	Stitch Per Count (Vertical)	Fabric Weight (GPM ²)	Pack Type	U. Price	Qty	Total Amount					
															\vdash			
													Totals:					
	Tol Gross	Cartons: tal CBM: Weight: Weight:																
												Signatu	ure					
										Title								
No	o Wood in	n Packing I	Materials															

e-SPS Packing List

PACKING LIST SHIPMENT

Page 1 of 1

Company Stamp

Vendor/Seller:					Manufacturer:					Shipper/Exporter:					Importer of Record:						
					MID#																
Notes / Comments:					Final Destination:					Country of Origin:					Invoice No:						
										FOB Point:					Invoice Date:						
									Dischar	Discharge Port:					On Hand Date:MM/DD/YY						
															Ship Mode:						
Container									- 1												
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	Caselot Ratio	Caselot ID	Qty Per Size	Qt		
																			F		
										_									Н		
		\vdash								_									Н		
Container Total																					
Grand Total																					
										20	/SKU										
PO Number SKU				# of Ca	Meas. (CBM)		IM)		Net Weight (KGS)			Gross Weight (KGS)					QTY				
	s	ubtot	al:																		
subtotal:		al:																			
subtotal:																					
subtot																					
# of PO: 8 Grand Total																					



General Requirements

- All RPG bookings will be approved by the Foot Locker Supply Chain dpt, using FLE nominated forwarders
- All terms are FOB Port of Loading
- 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:
 - o 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: RPG 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 RPG 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.
- o **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:
- 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



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 inspections 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 Runners Point B.V. & Co. KG
- Purchase order number
- Can combine multiple purchase orders on an invoice.
- Invoice date, this date must not be earlier than the shipment date
- Total cartons shipped and CMR number
- The payment terms
- 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

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 and any questions or concerns about account status should be emailed to

Judy Hon-<u>ihon@footlocker.com</u> and copy Jenny Sim-jsim@footlocker.com

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:

Ocean Shipment

Send a set of original documents via courier to Runners Point as following address and attention.

Runners Point B.V. & Co. KG Tiroler Straße 26, 45659 Recklinghausen Germany Attention: Mr. Markus. Wendland Phone#: +49 2361 30 03 380

Email the same set of shipping document in 'PDF' format with courier tracking information to Runners Point

Attn: "Markus.Wendland" < Markus.Wendland@runnerspoint.com>,

copy to the following-

Paul Chu - pchu2@footlocker.com Judy Fung - jfung@footlocker.com Abby Leung - <u>aleung@footlocker.com</u>

Air Shipment

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

[&]quot;Sabine.Zimmermann" <Sabine.Zimmermann@runnerspoint.com>,

[&]quot;Pierre Ermel" <Pierre.Ermel@runnerspoint.com>,

[&]quot;Benjamin Schloßmacher" <bschlossmacher@footlocker.com>,

[&]quot;Karin.roehlig" <Karin.roehlig@runnerspoint.com>,

[&]quot;michael.makowski" < michael.makowski@runnerspoint.com >,



Payment Terms and Procedure

Payment terms = Net 30 days

Payment procedures:

- 1) Vendor needs to send one set shipping document including the original FCR/ House Airway Bill to Foot Locker Sourcing Hong Kong Office by courier.
- 2) Foot Locker Sourcing Logistics team will verify the documents upon receipt
- 3) Payment will be made in accordance with the agreed payment terms and approved invoices.
- 4) For ocean shipment, full set of shipping document (1 above) must be sent within 14 calendar days after vessel departure from origin
- 5) For air shipment, it must be sent within 1-2 calendar days after flight departure from origin

Summary of required documents for Runners Point and Foot Locker Sourcing Inc (Hong Kong)

- Commercial Invoice (eSPS format)
- Packing List (eSPS format)
- Certificate of Origin (Textiles)
- Copy of FCR (Ocean)/ HAWB (Air)