

**Intermix Holdco, Inc.
Vendor Compliance and Routing Manual**

Revised: August 2017

INTERMIX

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**Intermix Holdco, Inc.
Vendor Compliance and Routing Manual**

The undersigned verifies receipt and understanding of the Intermix Holdco, Inc. revised April 2017 Vendor Compliance and Routing Manual.

Company Name: _____

We have read and understand all information outlined in this Compliance and Routing Manual:

Reviewed by: _____

Date: _____

Please sign and scan or fax this copy to:

ap@intermixny.com

**1440 Broadway
5th Floor
NYC, NY 10018
Fax 917-900-4300**

GENERAL INFORMATION

The following instructions outline the requirements that must be adhered to when shipping merchandise to Intermix Holdco, Inc.(Intermix). Any questions concerning information contained in this guide must be addressed prior to shipment of goods.

General Shipping Instructions

- Intermix will not allow any unauthorized freight, insurance, handling, packing or any other miscellaneous charges on a merchandise invoice.
- All purchase orders must be listed on the Bill of Lading. Purchase orders must not be physically mixed when freight is tendered to carrier.
- All orders must be shipped in accordance with the Purchase Order Start Ship Date and the Complete/Cancel Date.

Delivery Refusals

- Shipments received at Intermix late, cancelled, not on file or unapproved will be refused and returned to vendor without obtaining any verbal or written authorization and or authorization label. Neither inbound nor return freight will be paid by Intermix on such shipments. A Purchase Order will be considered late if not 95% complete by the cancel date.
- If multiple purchase orders are shipped on a single bill of lading and any one purchase order is invalid, the entire shipment will be refused.
- Purchase Orders will not be accepted after the cancel date. Expenses will not be reimbursed.

Administrative Fees

Any deviation from the shipping and routing instructions listed in this document will incur an administrative processing fee in addition to the charge-back fees incurred for each violation.

Processing Fee:

\$50.00

DELIVERY AND RECEIVING INSTRUCTIONS

Shipping Address / Routing Information

All shipments must be shipped to the specified Intermix address on our Purchase Order. Merchandise shipped to another location without prior authorization will not be accepted and all shipping fees incurred will be charged back to the vendor.

The shipping addresses for all Intermix locations are as follows:

Fishkill Distribution Center:

110A Merritt Blvd, Dock Door 113
Fishkill, NY 12524

Ship Direct to Canada Store:

Intermix Canada, Inc.
130 Bloor Street West
Toronto, ON M5S 2C7
Canada

Our store locations:

#	LOCATION	STORE PHONE/FAX
01	125 Fifth Avenue New York, NY 10003	212-533-9720 Tel 212-533-9706 Fax
02	1003 Madison Avenue New York, NY 10021	212-249-7858 Tel 212.249.4735 Fax
05	210 Columbus Ave New York, NY 10023	212-769-9116 Tel 212-769-8358 Fax
06	186 Newbury Street Boston, MA 02116	617-236-5172 Tel 617-236-7208 Fax
07	365 Bleecker St. New York, NY 10014	212-929-7180 Tel 212-929-7178 Fax
08	Bal Harbour Shops 9700 Collins Ave Bal Harbour, FL 33154	305-993-1232 Tel 305-993-1258 Fax
09	3300 M Street NW Washington, DC 20007	202-298-8080 Tel 202-298-8077 Fax

10	64 Main Street Southampton, NY 11968	631-283-8510 Tel 631-283-8507 Fax
11	98 Prince Street New York, NY 10012	212-966-5303 Tel 212-966-5308 Fax
13	Americana Manhasset 2104 Northern Blvd Manhasset, NY 11030	516-627-5840 Tel 516-627-5819 Fax
15	Town Center at Boca Raton 6000 Glades Rd Suite 1063 Boca Raton, FL 33431	561-393-6942 Tel 561-393-6943 Fax
19	40 East Delaware Chicago, IL 60611	312-640-2922 Tel 312-640-2921 Fax
20	110 N Robertson Blvd Los Angeles, CA 90048	310-860-0113 Tel 310-860-0014 Fax
21	3333 Bristol Street Costa Mesa, CA 92626	714-754-7895 Tel 714-754-7896 Fax
24	87 Main Street East Hampton, NY 11937	631-907-8025 Tel 631-907-8079 Fax
25	1633 North Damen Avenue Chicago, IL 60647	773-292-0894 Tel 773-252-3167 Fax
26	3939 Cross Creek Rd, Suite B110 Malibu, CA 90265	310-456-7809 Tel 310-456-7821 Fax
27	Somerset Mall 2801 West Big Beaver RD, Space C155-R5 Troy, MI 48084	248-643-1997 Tel 248-643-1964 Fax
28	325 Greenwich Ave Greenwich, CT 06830	203-302-3200 Tel 203-302-3203 Fax
29	812 Washington St New York, NY 10014	646-480-5762 Tel 646-480-5765 Fax
30	130 Bloor Street West Toronto, Ontario M55 1N5, Canada	416-925-0111 Tel 416-925-0104 Fax
31	225 26 th Street; Space 52 Santa Monica, CA 90403	(310) 576-1342 Tel (310) 576-1049 Fax
32	400 N Beverly Drive Beverly Hills, CA 90210	(310) 623-1619 Tel (310) 623-1620 Fax

33	1718 Walnut Street Philadelphia, PA 19103	(215) 545-6034 Tel (215) 545-6037 Fax
34	51 Main Street Westport, CT 06880	(203) 221-3018 Tel (203) 221-3014 Fax
36	332 Bowery New York, NY 10012	(212) 228-8531 Tel (212) 228-8784 Fax
37	2409 Larkspur Landing Circle Larkspur, CA 94939	(415) 461-0118 Tel (415) 461-0119 Fax
38	218 Worth Ave Palm Beach, FL 33480	(561) 832-4606 Tel (561) 832-4607 Fax
41	33 Boylston Street, Suite 3300 Chestnut Hill, MA 02467	(617) 232-5616 Tel (617) 232-5618 Fax
42	112 Bellevue Square Bellevue, WA 98004	(425) 462-2514 Tel (425) 462-2507 Fax
43	855 El Camino Real #36 Palo Alto, CA 94301	(650) 462-1275 Tel (650) 462-1850 Fax
44	428 E Hyman Ave Aspen, CO 81611	(970) 925-2288 Tel (970) 925-1154 Fax
45	1005 Lincoln Road Miami Beach, FL 33139	(305) 604-6353 Tel
46	Scottsdale Quarter 15257 N. Scottsdale Rd. Suite F1-100 Scottsdale, AZ 85260	(480) 991-0365 Tel (480) 991-0385 Fax
48	100 Promenade Way Suite E Thousand Oaks, CA 91362	(805) 379-4644 Tel (805) 379-0441 Fax
49	3035 Peachtree Rd. NE Suite G109 Atlanta, GA 30305	(404) 816-8190 Tel
50	701 S Miami Ave Suite 241 Miami, FL 33131	(786) 837-0506 Tel
51	4444 Westheimer Road, Suite A145 Houston, TX 77027	(713) 439-0202 Tel
53	International Marketplace 2330 Kalakaua Avenue Space 132 Honolulu, HI 96815	(808) 975-9496 Tel
54	2223 Fillmore Street San Francisco, CA 94115	(415) 315-0200 Tel

Carton Information

Processing Fees

All cartons received by Intermix must include the following markings:

- A shipping label affixed to the top of each carton that is plainly visible which lists the following information: **\$100 per shipment**
 - Vendor name
 - Carton # of total, (i.e. 1 of 4, 2 of 4, etc.)
 - P.O. number
 - Carton weight
 - Delivery tracking #
 - Style #
 - UCC 128 label on carton side—**Effective June 1, 2008**

- A paper packing slip (no stickers) included in a clear plastic sleeve must be affixed to the top of each carton that includes the following information: **\$50 per shipment**
 - Vendor name and address
 - Carton # of total, (e.g., 1 of 4, 2 of 4)
 - INTERMIX purchase order number
 - Vendor invoice number
 - Total units sorted in the following order
 1. Style
 2. Color
 3. Size
 - Total number of cartons and weight of shipment
 - Itemized listing of all contents in that carton only

Multiple Purchase Orders

All purchase orders must be packed and identified separately. Multiple P.O. deliveries are not allowed in individual cartons. **\$100 per Occurrence**

Domestic Carrier Requirements

Domestic vendors must use UPS GROUND for all domestic inbound freight. Vendors will be responsible for paying the difference in freight costs if UPS rates were less than the carrier used. **\$25 Per Occurrence**
Contact distribution@intermixny.com (US), or canadadistribution@intermixny.com (Canada) with any questions.

Additional shipping charges incurred due to vendor error will be paid solely by the vendor. (For example, if a shipment is scheduled for delivery on a specific date, the vendor is expected to ship the merchandise for arrival on that date without incurring overnight or air freight charges). Any such charges will be a violation of the purchase order agreement and the difference between the overnight shipping fees and agreed upon shipping charges will be deducted in the form of a chargeback. **\$25 Per Occurrence**

Any use of the Intermix UPS account for shipping to any location other than Intermix and its agents is strictly prohibited. Vendors **\$500 Per Occurrence**

will be charged back for any fees due to improper use of account.

International Freight Forwarders

Vendors are requested to use FEDEX as Freight Forwarder and Broker unless advised by Intermix:

1-800-463-3339 (WITHIN THE CONTINENTAL USA AND CANADA)

VENDORS IN PARIS, UK, ITALY ETC CONTACT YOUR LOCAL FEDEX OFFICE

INVOICING INSTRUCTIONS

Invoice Mailing Address

Invoices must be sent, via e-mail on the date of shipment to the following e-mail address:

If e-mail is not possible, please mail to:

US invoices only:

Intermix Holdco, Inc.
ATTN: Accounts Payable
1440 Broadway
5th Floor
New York, NY 10018

ap@intermixny.com

Processing Fee:

\$25 Per Occurrence

Invoice Information Requirements

All discounts must be correctly listed as a line item on the invoice or as net cost.

\$50 Per Occurrence

Payment due date must be properly listed (due dates start from the date of shipping.)

\$75 Per Occurrence

Invoices must include only the items shipped. Billing for merchandise to be shipped at a later date will incur a charge-back. No short ships and no billing for back ordered merchandise is allowed without obtaining any verbal or written authorization. Merchandise will not be accepted after cancel date without the consent of Intermix.

\$75 Per Occurrence

PACKING INSTRUCTIONS

FOR APPAREL ONLY

Effective August 1, 2008 Intermix will require that certain styles

be packed separately by store location and/or country. The buyers will identify these styles at the time when the bulk orders are placed. 3 weeks before the confirmed ship date Intermix will provide all the necessary information for packing and labeling for these locations.

Short Ships

Processing Fee:

Units contained inside the cartons must match carton paperwork, delivery notification email and or fax copy of shipping details. **Effective June 1, 2008**

\$25 Per Occurrence

Merchandise Container Information

All bags, belts and Garments on Hanger (GOH) must be packed individually in a poly bag.

\$1 Per Unit

All shoes must be in a box, one pair per box.

\$1 Per Unit

Garment on Hanger Instructions

GOH items must be in a poly bag that is at least 6 inches longer than the garment.

\$1 Per Unit

GOH items must include style and size on a sticker within 3 inches of the top and 3 inches right side of a poly bag.

\$1 Per Unit

All hang-able wearing apparel must be shipped GOH

\$1 Per Unit

Hangers must be double strand wire or solid plastic, which is 1/4" wide with rounded ends.

\$1 Per Unit

Merchandise must be packed so it remains on the hangers upon delivery

\$1 Per Unit

Merchandise Sorting Requirements

Styles that are sent in multiple carton shipments must be sorted within those cartons using the following hierarchy:

\$50 Per Shipment

1. First, pack items by: Style
2. Then, pack items by: Color
3. Finally, pack items by: Size

Carton Construction and Packing Requirements

Processing Fee:

All deliveries must be shipped in cartons with the size and test limitations listed below:

\$5 Per Carton
\$5 Per Damaged Unit

- Cartons must include an additional layer of corrugated material between the box top and the merchandise to avoid box cutter damage.

- Carton construction parameters: **\$10 Per Carton**
 - Cardboard must have a minimum test weight of 200lbs; double-ply
 - Maximum dimensions per carton must not exceed 30"W x 36"L x 30"H
 - Maximum weight 40 pounds

- All boxes must be taped. No staples allowed. **\$5 Per Carton**

Merchandise Identification Requirements

All products must include a sticker that list the style, size and color, in addition to size and width for shoes. **\$1 Per Unit**

Sticker should not be placed directly on garments. Return shipping fees will be incurred for damaged items due to sticker removal. **\$5 Per Unit**

Special instructions for all Canada bound purchase orders:

Please ensure that all applicable product be labeled in compliance with the Canadian Competition Bureau Guide to Textile Labeling and Advertising Regulations available on: **\$75 per unit**

competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/01249.html

PRODUCT TICKETING REQUIREMENTS

FOR APPAREL ONLY

Effective May 1, 2008 all apparel products shipped to Intermix must be ticketed with the Intermix hang tag and price sticker. **\$50 per shipment**
 Intermix will supply both the hang tag and price sticker at no charge to you. The hang tag must be attached with a 2" clear plastic swift thatch through your main label. The "Intermix" logo on the hang tag must face out, visible to the customer. It is acceptable to cut through the poly bag to attach the hang tag. Re-bagging will not be required. **\$.25 per unit**
 The Intermix hang tag and price sticker will be supplied 3 weeks before scheduled shipment. If these items are required earlier, please send an e-mail to: distribution@intermixny.com (US), or canadadistribution@intermixny.com (Canada) indicating the style, purchase order number and destination for shipping.

DELIVERY ACCEPTANCE TERMS

Substitutions, Partial Shipment and Late Items Processing Fees:

Substitute items must be approved in writing by the buyer prior to shipment **\$2 per unit** or will they be refused based solely on the discretion of Intermix. Any return fees incurred will be charged to the vendor plus a per unit processing fee.

Partial shipments are allowed only with prior permission from Intermix. Contact distribution@intermixny.com (US), or canadadistribution@intermixny.com (Canada) for approvals. Styles shipped without prior approval will be subjected to additional handling charges. Freight on non approved shipments will be charged back to the vendor.

Styles shipped must arrive at the designated Intermix address by the cancel date. All shipments past the cancel date will be refused unless approved in writing from the buyer.

ITEM CONDITION TERMS

Vendor Tags

Merchandise should not have any price tags or MSRP information of any kind attached on the garments or in the cartons. In the event additional fees are incurred, those will be charged-back to the vendor. **\$1 Per Unit**

Style Tagging **\$1 Per Unit**

The identification information on the out side of your poly bag must match the identification information on/inside the garment, such as style number size and color.

Merchandise Defects

All merchandise which is returned to the vendor due to merchandise defects (e.g., faulty zipper, fit problem) will be charged a processing fee plus all shipping fees associated with the merchandise. **\$5 Per Unit**

General

Expenses incurred due to violation of the instructions will be paid by the vendor in the form of charge-backs. All charge-backs will be documented and communicated to the vendor in detail. Vendors must respond in writing within thirty (30) days of the charge-back date if there are any questions. Charge-back amounts will be collected as a deduction from the payment for merchandise received according to the net payment terms of the Purchase Order Agreement.

Failure to follow these instructions will serve as your agreement to absorb all of the incremental costs plus applicable processing fees.

Intermix Global Human Rights Code of Conduct

Intermix Holdco, Inc. is committed to conducting business in an ethical, legal and moral manner in all countries of the world. In view of this, we must insist that your contractors with whom you source be in compliance with laws of their host country as to wage/hour, overtime and legal work age considerations. In addition, the Intermix Business Code of Conduct clearly states our position regarding human rights issues including health and safety, prison or forced labor, physical punishment and discrimination.

The key requirements outlined below for the Intermix Code of Conduct:

1. Reasonable work hours shall be maintained and employees shall be compensated fairly in compliance with local standards and applicable national laws of the country or countries in which business is conducted. Employees shall not be required to work more hours than allowable under applicable law and shall be compensated as appropriate for overtime work. Employees should be permitted reasonable days off (which we define as meaning at least one day off for every seven-day period) and leave periods.
2. Employment shall be maintained on a voluntary basis. We will not accept goods if any manner of forced labor or prison labor is used in the manufacture or in subcontracting the manufacture of such goods.
3. We will not accept products if any manner of illegal child labor is utilized in the manufacture or in subcontracting the manufacture of such products (see below for child labor standards).

It is the desire of Intermix Holdco, Inc. to not only be a good citizen of the United States, but also to conduct business in an ethical and moral manner in all of the countries of the world in which we have the privilege to do business.

As the scope and breadth of your sourcing base expands to include more diverse cultures, we must ensure that the business people and companies with which you associate have the same values that we expect from our own employees. To achieve this end Intermix Holdco, Inc. subscribes, and we endeavor to have our business partners subscribe, to the following principles in conducting business.

Ethical Standards: We endeavor to respect the ethical and moral standards and beliefs of all peoples and cultures with whom you deal. We in turn expect our business partners to respect our rules and procedures.

Legal Requirements: We expect your employees and business partners to abide by the laws of the countries in which they conduct business. We also expect that International law related to the conduct of business between Nations be followed at all times.

Health and Safety: We strive to have a safe and healthy working environment in all the facilities that Intermix Holdco, Inc. owns and operates. We also expect that any business partners to whom you provide work will endeavor to provide a safe/healthy environment for the employees in the workplace, but also in the living facilities provided to the workers, should such facilities be provided.

Environmental Safekeeping: We understand that the environment in which we live in is ours to maintain and protect. We subscribe to manufacturing practices that ensure the safekeeping of our natural resources and ecological surroundings, and expect our business partners to also adhere to these principles.

Wages and Benefits: The wage and benefit structure of our business partners must comply with the applicable Country or State laws.

Working Hours: We expect our business partners to operate based on prevailing local work hours. Any time worked over the norm for the area should be compensated at the overtime rate as prescribed by the local labor laws and should be worked voluntarily. We encourage our contractors and business partners to provide workers the opportunity for a reasonable amount of time off from their duties to rest and to be with their families.

Child Labor: The use of child labor is not permissible. For a definition of “child”, we will first look to the national laws of the country in which business is being conducted. If, however, the laws of that country do not provide such a definition or if the definition includes individuals below the age of 14, we will define “child”, for purposes of determining use of illegal child labor, as any one who is:

- (a) Less than 14 years of age; or
- (b) Younger than the compulsory age to be in school in the country in which business is being conducted, if that age is higher than 14.

Prison/Forced Labor: We will not knowingly utilize or purchase materials and/or product manufactured by prison or forced labor – indentured, bonded or otherwise. We also do not condone the practice of involuntary employee “deposits”, withholding of identity papers or any other practice that would restrict free movement of employees.

Discrimination: We recognize and are aware that cultural differences will exist between various peoples. However, we do believe that people should be employed based on their ability to perform a needed function; not on the basis of personal beliefs or characteristics.

Freedom of Association: We recognize and respect the right of employees to exercise their lawful rights of free association, including joining or not joining any association. We expect our business partners to also adhere to these principles.

Disciplinary Practices: We will not condone any type of harassment, abuse, and corporal, mental or physical punishment by a business partner or an employee.

Your agreement and acceptance of this document is assurance that all products, which you will source, manufacture and deliver to us, will be produced in full compliance with the requirements set forth above. You understand that we will rely on this assurance in buying products from you.

Indemnification

Supplier hereby indemnifies and holds Intermix LLC, its affiliated companies and their officers, directors, employees and agents (collectively, "the Intermix Parties") harmless from and against any and all claims, costs, losses, accountings, damages and/or liabilities (collectively, a "Claim") including, but not limited to, attorneys' fees and costs and any fees incurred in connection with the reasonable investigation relating to such Claims, arising from any proceeding or action brought or asserted against any of the Intermix Parties to the extent such proceeding or Claim is based on an allegation that the goods, as sold and delivered by Supplier to any of the Intermix Parties, are defective or infringe or allegedly infringe upon any patent, copyright, trademark, trade secret or other intellectual property rights belonging to a third party. Should any of the Intermix Parties be enjoined from using goods furnished by the Supplier because of a Claim by a third-party, Supplier shall, at its own expense, procure the right to continue using the allegedly infringing goods or replace or modify the goods so that they become non-infringing, or at Supplier's option, refund to the Intermix Parties the purchase price of such goods.

The Intermix Parties shall notify Supplier in the event that they are notified of a Claim. The Intermix Parties shall have the sole right to select counsel to defend against the Claim and Supplier shall promptly pay any and all bills associated with a Claim that are issued by counsel for the Intermix Parties. In the event that a Claim is lodged against one of the Intermix Parties and at such time the Intermix Parties owe Supplier money for goods (which are either subject to the Claim or not), the Intermix Parties shall have the right to withhold payment to Supplier to insure Supplier's compliance with this indemnification provision.