

# **LEAGUE COLLEGIATE WEAR**

## **Vendor Manual**

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\*\*Please see Uniform Packing List & Carton Size Matrix at end of Manual

## **LEAGUE COLLEGIATE WEAR**

We at League believe our long-term success has been dependent on our ability to consistently offer products that meet our customers' expectations for style, quality, and price. Further, we acknowledge that obtaining a consistently high quality product on time requires strong relationships with qualified and supportive vendors.

The following Vendor Manual provides each vendor with League's policies and procedures, clearly outlining our expectations. This manual is a complete information resource, and we expect that it will be read carefully, as well as shared with appropriate people in your organization.

League appreciates your efforts helping us achieve our goal of offering exceptional quality and service to our customers through efficient operating policies and procedures. Please be sure to contact us if you have any questions or concerns.

# **Merchandise Handling Manual**

# Supply Chain Management

We at League recognize our responsibility to coordinate and improve the flow of merchandise from our vendors. You, as our Vendor, play an important role in this process. With the support of LEAGUE's Supply Chain Management, we expect the following from you:

- Quality Merchandise
- Properly Prepacked Merchandise
- Adherence to Routing Instructions
- Accurate and Concise Carton Markings
- Carton Compliance

Your expectations from League:

- Clear Communication
- Prompt Response to Questions
- Specific Directions of Programs

By achieving these expectations, the results will be:

- No Additional Expense for Chargebacks
- Maximized Business Opportunities
- Beating the Competition in Store Presentation
- Improved Inventory Turnover with Increased Profitability

**Failure to comply with instructions stated in this manual may result in chargebacks.**

## Contacts

Please contact the following personnel for any questions, concerns or problems in the following areas:

**Purchasing Manager** .....Larry McLaughlin  
Prepacking, Ticketing ..... 610-272-7575 **x230**  
Packaging questions, etc  
Email address.....LarryM@4League.com

**Traffic Department**.....Barb McConlogue  
Carrier instructions ..... 610-272-7575 **x228**  
Email address.....Barb@4League.com

**Accounts Payable**.....Jaime Nelson  
Returns, Chargebacks ..... 610-272-7575 **x225**  
Email address.....Jaime@4League.com

# Purchase Order Terms and Instructions

By accepting a Purchase Order from LEAGUE COLLEGIATE WEAR (hereinafter "League"), Vendor agrees to abide by all the requirements contained herein and those contained in the above-described documents. Without limiting the remedies available to League for any breach by Vendor of the terms and instructions, noncompliance of these terms and instructions will result in a chargeback as described on the Schedule of Chargebacks, plus an administrative fee per violation, and may be considered a breach of contract and/or may result in the termination of the contract with a full refund of any sums paid thereunder. Vendor's cooperation in adhering to these instructions is essential.

## I. Leagues' Purchase Order Terms

- A. **Authorized Signature Required** – League is not responsible for merchandise purchases unless an order for the merchandise has been made on a League Purchase Order. Any League order and/or any change is valid against Leagues only when signed by the authorized League merchandise representative.
- B. **Inability To Ship** – If Vendor is unable to deliver any part or all of the merchandise called for by Leagues' order within the dates specified, Vendor must notify the authorized League merchandise representative.
  - **If vendor is requesting an extension to the ship window, it must be approved by the authorized League Purchasing Manager and/or may be subject to a chargeback and /or cancellation.**
- C. **Dates** – The dates specified on League orders ARE OF ESSENCE. Vendor must ship no earlier than the authorized START SHIP DATE and Vendor must ship the order in its entirety no later than the authorized CANCELLATION DATE. For terms stating F.O.B. Consolidator, the CANCELLATION DATE is the last date that Vendor's shipment can be received at League's facility without incurring a chargeback. Violations, of any such shipment terms, or merchandise received not as expressly indicated, without any action on League's part, constitute a material breach and may result in automatic cancellation of the order.
- D. **Overshipments, unauthorized substitutions, defective goods, or goods not meeting specifications or Purchase Order terms**- Each Purchase Order specifies the exact quantity, size, style, color, and prepack details. League's Routing Letter specifies routing instructions. Any unauthorized substitutions, incorrect prepacks, quantities, or shipments not complying with Purchase Order specifications or Purchase Documents, dates, or terms, or any of the terms contained on this order or League's Routing Letter, will be considered unsolicited merchandise. Unsolicited merchandise will require a chargeback payment made to League as described in the Chargeback Schedule or may be returned or disposed of at the discretion of League without prejudice to the quantity ordered.

League accepts no payment responsibility for unsolicited merchandise or any associated freight charges. Merchandise found to be defective with regard to materials or workmanship, or merchandise that does not meet the specifications of the showroom sample or other sample from which purchase was made, or shipments that are not accurately described on the packing slip are also subject to these same terms and conditions. League's quantity count will be accepted as final and conclusive on all shipments

- E. Merchant Inability/Fitness for Use-** Vendor warrants that the merchandise Covered by League orders shall be merchantable at time of delivery to League and at a time of use by League's customers, and that it shall be fit and safe at such times for the particular purposes for which it is intended to be used by League and League's customers.
- F. No Infringement of Others' Rights-** Vendors warrants that any merchandise delivered will neither infringe on nor violate the rights of any person, firm, or corporation, including, without limitation, patents, copyrights or trademarks.
- G. Compliance with Laws –** Vendor warrants that all merchandise covered by any order that LEAGUE may place with Vendor: **(a)** conforms to and was processed, manufactured, labeled, advertised, sold, invoiced, and shipped in compliance with all applicable laws, including, but not limited to, those of the country of manufacture, use and those of the United States and further including but not limited to regulations, orders, and rulings of the federal, state, and local governments, and all agencies thereof (including all labeling and other requirements imposed under the U.S. Environmental Protection Agency regulations regarding ozone-depleting substances); and **(b)** Vendor specifically warrants that no merchandise sold to LEAGUE will contain or be manufactured with chlorofluorocarbons or hydrochlorofluoro-carbons. Vendor further agrees to execute and affix to Vendor's invoice all certificates that LEAGUE may require to evidence Vendor's compliance with the foregoing. In addition, to avoid a material breach of the terms and conditions of LEAGUE's Purchase Order contract, vendor agrees to furnish LEAGUE, at LEAGUE's request, with any continuing guaranty filed with the Federal Trade Commission or Consumer Product Safety Commission indicating that the products covered by the order are properly labeled in accordance with the particular laws and regulations pertaining thereto and have passed all applicable tests. Furthermore, Vendor's failure to provide any documents or warranties that LEAGUE may request to verify or warrant Vendor's compliance with federal, state, or local laws, orders, rules, or regulations, shall be deemed to be a material breach of the terms and conditions of this agreement.
- H. Hold Harmless –** Vendor agrees to indemnify and hold LEAGUE, LEAGUE's subsidiaries, and its affiliates harmless from and against any and all liability for losses, damages, fines, penalties, and expenses (including, but not limited to, reasonable attorney's fees and the cost of any settlement, which LEAGUE may, upon LEAGUE's sole discretion, agree to) arising in any way out of LEAGUE's purchase, display, or resale of the merchandise covered by LEAGUE's order(s) or the use of said merchandise by LEAGUE or any other person without limitation, including: **(a)** violation or infringement of any patent, trademark, trade name, copyright, or other right of any other party; and/or **(b)** death or injury to person(s) or damage to property alleged to result from use of such merchandise; and/or **(c)** failure of such merchandise to comply with its specification or with the express or implied warranties of a seller applicable to the merchandise; and/or **(d)** violation by such merchandise, its method of manufacture, sale, packaging, or labeling of any law, statute, ordinance, or administrative order rule, or regulation; and/or **(e)** Vendor's breach of any of the terms and conditions of or warranties contained in the Purchase Order; and/or **(f)** any demand or claim by an assignee of transferee of the benefit of a contract with LEAGUE.

Vendor also agrees, upon LEAGUE's request to immediately assume the handling, adjustment, and defense of any claims, allegations, suits, or actions (although LEAGUE reserves the right to participate) covered by the forgoing agreement and to furnish a Surety Bond sufficient to protect LEAGUEs' interesting any case where LEAGUE may deem that adequate insurance coverage does not exist. Furthermore, if any complaint or claim is made or asserted against LEAGUE by reason of any of the foregoing, Vendor agrees that, in addition to any other rights, LEAGUE shall have the right forwith to cancel any undelivered portion of the contract and to return all prior shipments to Vendor for refund, to collect costs, including but not limited to, inbound and outbound freight and/or any related handling charges.

- I. **Weights, Measures, and Sizes** – Vendor guarantees the weights, measures, and sizes of all merchandise and warrants that they conform to the standards of the U.S. government and to the specifications described in the Purchase Documents.
- J. **Testing Samples-** In addition to the rights LEAGUE has by law and all other rights and conditions contained herein, at LEAGUE's request, Vendor shall immediately submit, at Vendor's expense, including freight, samples of the merchandise ordered, for testing at laboratories acceptable to LEAGUE. Regardless of the results of such test or examination, LEAGUE's acceptance of any merchandise so tested or examined shall not be deemed a waiver of any specifications or warranty expressed herein or implied by law; nor shall LEAGUE's failure or refusal to make such a test or other examinations be deemed such a waiver. LEAGUE has the right to reject any merchandise that does not meet or exceed LEAGUE minimum standards for marketability in effect at the time the Purchase Order is completed.
- K. **Uses of LEAGUE Labels and Hangtags- The names and logos displayed on LEAGUE merchandise and labels, hangtags, and other packaging materials are LEAGUE trademarks and are for LEAGUE exclusive use.** By accepting an order for merchandise, Vendor agrees to use labels, hangtags, and other packaging materials with LEAGUE trademarks only on goods sold to LEAGUE, and not to sell or otherwise distribute any merchandise (whether returned or rejected merchandise or overruns or other unauthorized production) displaying the LEAGUE trademark in any way to any party other than LEAGUE. Vendor specifically agrees that if LEAGUE cancels or rejects any order for any reason, Vendor (a) shall not sell or otherwise distribute to any other person the merchandise with LEAGUE labels or hangtags attached or with any of the LEAGUE trademarks displayed on the merchandise or related packaging materials and (b) shall completely remove all labels and hangtags, and other packaging prior to distribution to a third party.
- L. **Lower Prices/Better Terms** – Vendor agrees to decrease prices and/or adjust any other terms to reflect any lower prices and/or any more favorable terms offered by Vendor for merchandise of like grade and quality on or before the actual date of shipment.
- M. **Force Majeure** – LEAGUE may cancel this order in whole or in part in the event of lockout, strike, unavoidable accident, riot, war, act of God, fire, flood, earthquake, or any casualty whatsoever, whether similar or different, affecting any of LEAGUE's premises.

- N. Applicable Law/U.S. Courts Jurisdiction** – LEAGUEs' Purchase Order agreement shall be governed by the laws of the State of Pennsylvania applicable to agreements made and to be performed in Pennsylvania. If Pennsylvania shall bring any action or proceeding against Vendor, Vendor consents to and will submit to the jurisdiction of any court of competent jurisdiction in Pennsylvania. Service of process in any such action shall be sufficient if mailed to Vendor by certified or registered mail, return receipt requested.
- O. Fair Labor Standards** – Vendor warrants that it shall comply with all applicable laws, including the federal Fair Labor Standards Act ("FLSA"), which regulates employment matters, including the payment of wages to its employers or independent contractors and the payment of wages to its suppliers' employees or independent contractors, and labor conditions at its workplace. Vendor agrees that Vendor's invoice will contain a certification that in the absence of such certification, LEAGUE reserves the right to withhold payment of the invoice until receipt of the required certification. In the event such certification is not received within 10 business days of receipt of request by LEAGUE, LEAGUE shall have the right to cancel and return all goods under the Purchase Documents, and in addition to any other rights, LEAGUE shall have the right forthwith to cancel any undelivered portion of the contract and to return all prior shipments to Vendor for refund, to collect costs, including but not limited to, inbound and outbound freight and/or any related handling charges.
- P. Employment Conditions/Inspections/Subcontractor Compliance** – Vendor warrants and represents that Vendor and Vendor's suppliers or manufacturers will not exploit child labor or any other vulnerable group and not use forced labor or labor that involves physical or mental abuse. Vendor will comply in all respects with the American Retail Group, Inc. Code of Conduct for Suppliers as in effect from time to time, including provisions related to child labor and illegal and forced labor. Vendor further warrants and represents that Vendor and Vendor's suppliers or manufacturers will pay their respective employees wages and benefits that are comparable with local norms, that they will comply with all local laws, and that will generally conform with the general principle of fair and honest dealings. Futhermore, Vendor and Vendor's suppliers or manufacturers must ensure that all manufacturing processes are carried out under conditions that have proper and adequate regard for the health and safety of those involved. LEAGUE reserves the right to inspect factories and other facilities used in the production of merchandise for LEAGUE. Vendor will inform LEAGUE of the identity of any subcontractors which Vendor engages in connection with any LEAGUE purchase order and will arrange for inspection of the subcontractors factories and facilities at LEAGUE's request. Vendor will ensure that all its subcontractors will comply in all respects with the terms of LEAGUE's Purchase Documents and Code of Conduct.
- Q. Advertising** – Vendor warrants and represents that Vendor shall not use the name LEAGUE or other trade names or service marks of LEAGUE in any situations not specifically contemplated by the Purchase Documents. Vendor is specifically prohibited from using LEAGUE trade names or service marks in connection with any advertising unless prior written approval is secured from an authorized LEAGUE merchandise representative.
- R. Deduction** – LEAGUE shall be entitled to deduct from the cost of this purchase, any amounts due and owing from Vendor to any third party, which has manufactured labels, hangtags, or other packaging materials with LEAGUE's name or logo.

## II. Routing and Shipping Instructions

- A. **SHIPPING WINDOW CHANGE** – Authorization for routing by the Traffic Department does not constitute approval to vary from the shipping window. LEAGUE must approve any changes to the START SHIP DATE and CANCELLATION DATE in writing, signed by an authorized LEAGUE purchasing manager. Extensions to ship window must be made 2-3 days prior to the cancel date.
- B. **BILLS OF LADING** – Merchandise must be fully described on Bills of Lading in accordance with applicable freight tariffs. All truck shipments should be classified in accordance with the NMFC (National Motor Freight Classification). All LTL (less than truckload) shipments released on the same day must be combined on one bill of lading. Bills of lading must show: 1) all Purchase Order numbers, and 2) all department numbers, and 3) the number of cartons, 4) number of units and weight per P.O.
- C. **SHIPPING TERMS**- As described in the Purchase Order.
- D. **PARTIAL SHIPMENTS**- Unauthorized partial shipments of an order may be considered unsolicited (see Sec.I, item D). At a minimum, this may result in a full freight chargeback plus an administrative fee per violation.
- E. **RETURN TO VENDOR TERMS** – All requests for proof of delivery on authorized return shipments from LEAGUE to vendors must be made within 3 months of LEAGUE's start ship date of the return. After three months, LEAGUE will not be liable for any shortages or damages. Further, LEAGUE accepts no liability for the return or condition of unsolicited merchandise (see Sec. I., item D), although a return authorization for unsolicited merchandise may have been obtained, and all freight charges for unsolicited merchandise shall be the sole responsibility of the Vendor.
- F. **CARTONS** – All carton shipments are to be shipped to LEAGUE in accordance with the Purchase Order and this Vendor Manual.
- G. **INVOICE/PACKING LIST** – LEAGUE requires use of the electronic and uniform LEAGUE packing list for each shipment of an order that accurately denotes the contents of the shipment. **LEAGUE REQUIRES Vendor to email ( preferred) or fax packing slip at time of shipment. Emails are to be directed to [LarryM@4league.com](mailto:LarryM@4league.com). Faxes can be sent to 610-272-9175.**

Orders received where the quantities, styles, colors, and prepacks do not match the packing list may be considered "Unsolicited Merchandise" and will require a chargeback payment to LEAGUE as described in the Chargeback Schedule and/or, at LEAGUE's sole discretion, shall be subject to the refusal and return at Vendor's expense in accordance with the terms and conditions of LEAGUE Purchase Order Terms (Section I., Item D). LEAGUE's quantity count will be accepted as final and conclusive on all shipments.

Original invoices **MUST** be mailed to LEAGUE COLLEGIATE WEAR, Accounts Payable Dept., 401 E 4<sup>th</sup> Street, Bldg 8, Bridgeport, PA 19405.

# LEAGUE Quality Guidelines

LEAGUE Quality Assurance performs functions with the philosophy of building quality into the product by establishing partnerships with its buyers and suppliers.

To this end, we have established the following guidelines to achieve consistent and measured quality standards to ensure our customer's satisfaction.

## Garment Construction and Finishing

- All findings and construction details should withstand normal intended use for the life of the garment.
- All findings and components should be compatible with the base fabric and the end use of the garment.
- All construction specifications should be as the purchase order agreement and any added stipulations.
- All seams **must** be clean finished and yarn ends secured. All topstitching **must** be uniform.
- All labels must comply with FTC (Federal Trade Commission) requirements.
- Fabric, trim, and base garment should not exhibit a noticeable change in fit or durability after laundering and/or normal wear.

### This includes but is not limited to:

- Fabric construction and weight **must** be as agreed upon.
- Fabrics **must** meet LEAGUE's minimum performance standards.
- No defects such as holes, bowing, slubs, misprints, or torquing.
- LEAGUE's buyer must approve shade bands.
- No print defects or uneven dyeing.
- Buttonholes, trims, pockets, and hems should not ravel or fray and should be even.
- Fabric and seams should not twist.

### The following fabric and garment tests must be conducted:

- Colorfastness to laundering.
- Colorfastness to chlorine bleach and non-chlorine bleach
- Colorfastness to Crocking
- Dimensional stability
- Colorfastness to light

## Care Instructions and Garment Labeling

- LEAGUE's obligations to its customers include providing apparel care instructions that appropriately reflect the proper washing and drying standards developed for that garment. Ultimately, LEAGUE's goal is to use a "Machine Wash Warm, Tumble Dry Low" care method whenever possible. When it is not practical or possible to achieve this care method, you **must** consult with the purchasing manager.

## **Code of Conduct**

As an extension of LEAGUE we hold you 100% accountable for adhering to the fair labor laws and all government conditions when manufacturing our goods. It is our intention to initiate factory inspections in the very near future.

## **Additional Requirements**

- A time and action calendar and/or WIP report will be approved prior to purchase order approval.
- Upon approval of a Purchase Order, it is the Vendor's responsibility to establish and maintain a time- and-action calendar and/or WIP report and make this information available to League personnel on a weekly basis.
- Shade references and top samples may be required on specific PO's.
- Refer to purchase order for preticketing and prepacking requirement or any other special vendor instructions.

Thank you for your compliance with these guidelines.

## Bulk Merchandise

LEAGUE's requirements for bulk merchandise are as follows:

- **Each carton must contain only one size, one color and one style.**
- Carton identification requirements listed on page?? and carton size matrix on page ?? of the manual must be followed.
- Remainder of sizes that will not fit in their own carton may be combined in one carton. That carton **must** be marked "MIXED SIZES" and the outside markings must detail the exact contents of that carton. More than two cartons of mixed sizes will result in a chargeback.
- **Merchandise should be free of excessive packaging such as multiple poly bags, tissue, pins, clips, etc. unless necessary to ensure product quality.**
- **Merchandise should not be packaged on hangers unless required by fabrication.**

## Carton Identification

Each carton must be clearly identified with a single label located on the **SIDE** (not TOP or the BOTTOM) of the carton. The label must contain all information listed below. The information must be complete and accurate corresponding to the merchandise contained in each carton, and in order as follows:

- LEAGUE D.C.
- Purchase Order Number
- Style Number
- LEAGUE color(s) and name
- Unit Breakdown of Bulk sizes in Carton
- Carton Weight
- Carton Number (e.g., 1 of 10)

<p style="text-align: center;"><b>LEAGUE D.C.</b></p> <p><b>P.O. #12345</b></p> <p><b>Dept XYZ</b></p> <p><b>Style: 99999</b></p> <p><b>White</b></p> <p><b>1-2-2-1 / S-M-L-XL</b></p> <p><b>8/48 PC.</b></p> <p><b>48 lbs.</b></p> <p><b>Carton 1 of 10</b></p>
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- ✓ Please remove all other labels, but the one listed above, before shipping to avoid possible errors when handling.
- ✓ Acceptable labels are gummed, typed, stamped, or clearly handwritten.

### Carton Limitations

Carton size must not exceed dimension matrix on following page.  
Carton weight must be no less than 6lbs and no more than 50lbs.

### Carton Size (Flat Packed)

Dimensions of the carton must fall within the shaded area on page 20 to be acceptable.

- Dimensions height cannot exceed 29" for flat pack
- Carton girth cannot exceed 106" for flat pack

\*The **length** is the measurement of the longest side of the carton.

\*The girth is the circumference around the widest part of the carton.

## Invoicing Instructions

LEAGUE purchases on an open-account basis. Provided that all terms and conditions of the Purchase Order and our arrangement have been complied with. LEAGUE will process payment according to the terms of the Purchase Order. It is our goal to establish and maintain consistent, fair payment practices that will help to ensure the success of our relationships.

### ALL INVOICES MUST SHOW THE FOLLOWING INFORMATION:

#### SHIP TO:

LEAGUE COLLEGIATE WEAR  
Bridgeport Business Park  
401 E.4<sup>th</sup> St.  
Bldg #8, 1<sup>st</sup> Floor.  
Bridgeport, PA 19405

#### BILL TO/SOLD TO:

LEAGUE COLLEGIATE WEAR  
Bridgeport Business Park  
401 E.4<sup>th</sup> St.  
Bldg #8, 1<sup>st</sup> Floor.  
Bridgeport, PA 19405  
ATTN: Accounts Payable

**Purchase Order Number** – Please indicate League’s PO# on the invoice.

***EACH PO must be invoiced separately.*** DO NOT include charges for more than one purchase order on the same invoice, even if multiple orders are shipped as a single shipment. If PO’s are combined on a single invoice, a request for new invoices will be made to separate quantities and their respective PO’s.

**Invoice Number and Invoice Date** must be included on Invoice. Do not recycle invoice numbers from year to year. Each invoice number should be unique.

**Number of Cartons and Weight** of shipment should appear on Invoice.

**Number of units** should be detailed by *size and by color* on front page of invoice. These should reflect ***totals*** received in by League for that particular Purchase Order . If there are discrepancies between the total invoiced and the total received in by League, the differences should be easily reconciled by looking at front page of the Vendor Invoice, not the individual shipping documents behind the invoice.

# CHARGEBACK SCHEDULE

## **PROCEDURE for Chargebacks/ Credit Memos:**

League personnel will email a “Purchase Order Fulfillment” notice to Vendor which will contain dates product received at League Warehouse as well as reason(s) for the requested credit. **Vendor shall acknowledge receipt of Purchase Order Fulfillment and issue credit within 48 hours. Payment on the corresponding Vendor Invoice will not be made by League until official credit memo is received from Vendor.** See sample of Purchase Order Fulfillment form.

**Chargebacks/ Credit Memos-** Credit memos are to be generated By Vendor and emailed to League within 48 hours of receipt of Purchase Order Fulfillment .

Chargebacks will be taken for :

- 1) discrepancies between what was said to be shipped on packing skips and the quantities physically received at League’s facility. Final counts will be determined by League.
- 2) Any mutually agreed upon discount for defective or wrong shade of product
- 3) Any mutually agreed upon discount for late shipping
- 4) Any mutually agreed upon discount for mislabeling

## Special Instructions

CONDITIONS- Acceptance of all orders from LEAGUE are subject to the terms and conditions stated in this Vendor Manual, the Purchase Order, and the Vendor Routing Instructions. All orders must be shipped complete. Split shipments or back orders are not permitted unless authorized by the Purchasing Manager (via fax, e-mail or letter).

HAZARDOUS MATERIAL – Federal regulations place responsibility on the manufacturer and distributor/shipper for compliance with regulations pertaining to the packaging, marking, labeling, placarding, and shipping of hazardous materials. It is Vendor's responsibility to become familiar with the above and, in particular, the consumer commodity FORM-D Class Shipment

AIR FREIGHT – Permitted only when authorized by the LEAGUE Buyer and Traffic Department. **Failure to obtain proper authorization will result in either a chargeback and/or rejection of any freight invoice plus an administrative fee.** Orders specified as "rush" or "ASAP" **DO NOT** give Vendor authorization to ship AIR FREIGHT.



